

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, July 6, 2015**  
**7:00 PM**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

Approval of the minutes of the meetings held June 15, 2015 and June 29, 2015.  
Matters referred to the Committees by the Mayor.  
Presentation, Commendations and Awards by Mayor.  
Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

- A.1. Ordinance by the Mayor - To Annex 37.298 acres of land, more or less, located South of STH 142, West of I-94 and North of CTH N from the Town of Paris to the City of Kenosha. (Route 142, LLC/#2/State of Wisconsin) (District 16) (Also referred to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.2. Zoning Ordinance by the Mayor - To Rezone property located at the Northwest Corner of 38th Street and Interstate 94 from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Route 142, LLC/#2) (District 16)
- A.3. Zoning Ordinance by the Mayor - To Rezone properties located East of 128th Avenue and North of 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Route 142, LLC/#2) (District 16)
- A.4. Zoning Ordinance by the Mayor - To Rezone property located South of State Highway 142 and West of Interstate 94 from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Route 142, LLC/#2) (District 16)
- A.5. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Annexation of (Parcel #45-4-221-244-0201, #45-4-221-251-0410, #45-4-221-251-0305, #45-4-221-251-0310 and #45-4-221-251-0315) and State owned right-of-way on STH 142 and the West Frontage Road in the Town of Paris, Kenosha County, Wisconsin. (Route 142, LLC/#2) (District 16)

TO THE LICENSING/PERMIT COMMITTEE

- A.6. Proposed Ordinance - Sponsor: Alderperson Curt Wilson - To Repeal and Recreate Section 10.07 E. of the Code of General Ordinances for the City of Kenosha regarding Probationary and Annual Cabaret Licenses.

**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. 99 Operator's (Bartender's) license(s).
  - b. 1 Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. 3 Temporary Class "B" Beer and/or "Class B" Wine license(s).
  - d. 0 Taxi Driver License(s). [Pages 1-3](#)
  
- B.2. Communication from the City Clerk Regarding the Voluntary Surrender of the Class "B" Beer/"Class B" Liquor License Located at 8021-22nd Avenue, Yigi, Inc. (Panda Restaurant). (District 12). [Pages 4-5](#)
  
- B.3. Appeal of Conditions 1.q. and 2.e. of the City Plan Commission approval of a Conditional Use Permit for a contractors storage yard to be located at 8010 and 8020 75th Street. (Lorenz) (District 16) (CP – Approve CUP- Ayes 5, Noes 3) **HEARING** [Pages 6-57](#)

**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) licenses, subject to:
    - 10 demerit points:
      - a. Charles Armstrong
    - 15 demerit points:
      - b. Vyradiana Rojas
    - 20 demerit points:
      - c. Jennifer Wasinack
    - 25 demerit points:
      - d. Rachel Adams
    - 35 demerit points:
      - e. Andrew Montejo
    - 50 demerit points:
      - f. Julie Koski
    - 50 demerit points:
      - g. Christopher Fonger
    - 50 demerit points:
      - h. Bailey Welch
    - 75 demerit points:
      - i. Jorge Viveros
    - 75 demerit points:
      - j. Martha Macedo
    - 80 demerit points:
      - k. Elena Mitchell
  - (Ayes 3, Noes 0) **HEARING** [Pages 58-68](#)
- 
- C.2. Deny new application of Crystal Coronado for a new Operator's (Bartender) license, based on material police record and false application. (Ayes 3, Noes 0) **HEARING** [Pages 69-71](#)

- C.3. Approve application of Kevin Glowicki for a new Operator's (Bartender) license subject to 50 demerit points. (Ayes 3, Noes 0) **HEARING** [Pages 72-79](#)
- C.4. Approve renewal applications for Operator's (Bartender) licenses, subject to:
- 10 demerit points:
    - a. Rochester Foster
    - b. Jacob Hernandez
    - c. Shawn Thomas
  - 20 demerit points:
    - d. Maria Jaimes Estrada
  - 40 demerit points:
    - e. Elizabeth Raymer
  - 45 demerit points:
    - f. Sonia Rodas
  - 50 demerit points:
    - g. Karen Sarmiento
    - h. Nikki Johnston
  - 60 demerit points:
    - i. Lynn Misicka
  - 70 demerit points:
    - j. Jeffrey McMillian
  - 75 demerit points:
    - k. Jeremy Bousson
  - 95 demerit points:
    - l. Yolanda Herrera-Jaimes
  - non renewal revocation
  - m. Amanda Jacquest (Ayes 3, Noes 0) **HEARING** [Pages 80-95](#)
- C.5. Approve renewal application of Melissa Miller for an Operator's (Bartender) License, subject to non renewal revocation. (Ayes 3, Noes 0) **HEARING** [Pages 96-98](#)
- C.6. Approve application of Kenneth Turner for a new Taxi Driver's License, subject to 60 demerit points. (Ayes 3, Noes 0) **HEARING** [Page 99](#)
- C.7. Approve application of Arandas Restaurant, LLC, (Miriam Saucedo, Agent), for a Class "B" Beer/"Class B" Liquor License located at 3029 52nd St., (Arandas Restaurant), with no adverse recommendations. (District 11) (Ayes 3, Noes 0) **HEARING** [Pages 100-106](#)
- C.8. Approve application of The Port, LLC, (Port of Kenosha Beverage House, Craig Pias, Agent, 714 50th St.), for a Temporary Outdoor Extension on July 12, 2015, with no adverse recommendations. (District 2) (Ayes 3, Noes 0) **HEARING** [Pages 107-111](#)
- C.9. Approve application of Kenosha Performing Arts Association, (Fusion, Don Miller, Agent, 5014 7<sup>th</sup> Ave.), for a Permanent Outdoor Extension of the Class "B" Beer/"Class C" Wine License, with a Request to Change the Closing Hours to 12:00 Midnight, with no adverse recommendations. (District 2) (Ayes 3, Noes 0) **HEARING** [Pages 112-118](#)

- C.10. Approve application for Successor of Agent status of the Class “A” Beer/“Class A” Liquor License located at 2801 14th Pl., (Piggly Wiggly Supermarket #4), from Stephen Brodsko to Brenda Lois, subject to 75 demerit points. (District 4) (Ayes 3, Noes 0) **HEARING** [Pages 119-120](#)
- C.11. Approve application of Randy Westphal (Chutes & Ladders Pub, 3812 60th St.,) for a Daily Cabaret License on July 25, 2015, with no adverse recommendations. (District 11) (Ayes 3, Noes 0) **HEARING** [Pages 121-122](#)
- C.12. Approve applications for Probationary Cabaret Licenses, effective 07/07/15 – 01/07/16, with no adverse recommendations:  
a. Kenosha Legends, Inc., (Crystal's, Crystal Monday, Agent, 1402 52nd St.)(District 7)  
b. Frankie D's Vino & Pizzeria, LLC, (Frankie D's Vino & Pizzeria, Anthony DeBartolo, Agent, 6316 52nd St., Ste. A) (District 16) (Ayes 3, Noes 0) **HEARING** [Pages 123-126](#)
- C.13. Approve application of Cocomoe's Management, Inc., (The Bull's Eye, Scott Cardinali, Agent, 2717 60th St.), for a Yearly Cabaret License, with no adverse recommendations. (District 3) (Ayes 3, Noes 0) **HEARING** [Pages 127-128](#)
- C.14. Approve application of Parker & Barrow, LLC, (Meagan Lavey, Agent), for a Public Entertainment License located at 5712 6th Ave., (Custom Tattoo), with no adverse recommendations. (District 2) (Ayes 3, Noes 0) **HEARING** [Page 129](#)
- C.15. Approve application of Elizabeth Raymer for an Amusement & Recreation Enterprise Supervisor License, (Brat Stop, 12304 75th St.), subject to 50 demerit points. (District 16) (Ayes 3, Noes 0) **HEARING** [Pages 130-131](#)
- C.16. Deny application of Jeffrey Pope for an Amusement & Recreation Enterprise Supervisor License, (Brat Stop, 12304 75th St.), based on failure to appear. (District 16) (Ayes 3, Noes 0) **HEARING** [Pages 132-133](#)

**D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

**E. ORDINANCES 1<sup>st</sup> READING**

**F. ZONING ORDINANCES 1<sup>st</sup> READING**

- F.1. Zoning Ordinance By the City Plan Commission - To Create Subsection 18.02 pp. of the Zoning Ordinance to Amend the Land Use Map for the City of Kenosha: 2035. (Strawberry Creek/FEMA) (District 16) (CP - Ayes 9, Noes 0) [Pages 134-136](#)
- F.2. Zoning Ordinance By the City Plan Commission - Rezoning to Remove and/or add Floodway (FW) for various properties North of State Trunk Highway 50 and East of County Trunk Highway MB. (Strawberry Creek/FEMA) (District 16) (CP - Ayes 9, Noes 0) [Pages 137-157](#)

- F.3. Zoning Ordinance By the Mayor - To Repeal and Recreate Subparagraph 3.031 F. and 3.032 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Accessory Yard Requirements in the RR-1 Rural Single-Family Residential and RR-2 Suburban Single-Family Residential Districts. (CP - Ayes 8, Noes 0) [Pages 158-160](#)

### **G. ORDINANCES 2<sup>nd</sup> READING**

- G.1. Ordinance by the Mayor - To Renumber Sections 9.28 and 9.29 and to Create Section 9.28 (of the Code of General Ordinances) Regarding Structural Interference with Public Safety Radio Communication. (PSW - Ayes 3, Noes 0) **PUBLIC HEARING**  
[Pages 161-165](#)

### **H. ZONING ORDINANCES 2<sup>nd</sup> READING**

### **I. RESOLUTIONS**

- I.1. Resolution by the Mayor – To Amend the City of Kenosha Capital Improvement Program for 2013 and 2014 By Decreasing Line TR13-003 “Streetcar Expansion” in the Amount of \$700,000 and \$7,406,168 Respectively in Federal Funding and \$175,000 and \$2,651,542 Respectively in Local Funding and for 2015 Creating Lines TR15-004 “Rubber Tire Trolley Repairs” in the Amount of \$45,000; OT15-005 “Solar Traffic Warning Signs in the Amount of \$150,000 and IN15-002 “6th Ave. “A” - Library Park – 54th Street in the Amount of \$1,200,000 and Increasing Lines IN93-002 “Road Repairs” in the Amount of \$1,231,542 and IN09-002 “Pavement Markings” in the Amount of \$200,000 for a Net Reduction of \$8,106,168 in Federal Funding and a Change of \$0 in Local Funding. (Fin., PW & Transit Commission-Recommendations Pending) [Page 166](#)
- I.2. Resolution by Sponsors: Alderman David F. Bogdala, Alderman G John Ruffolo, Alderman Steve Bostrom, Alderman Rhonda Jenkins - To Amend The City Of Kenosha Capital Improvement Program For 2015 By Decreasing Tr-13-003 “Streetcar Expansion” In The Amount Of \$2,651,542 And To Increase Capital Improvement Line Item In-93-002 “Roadway Repairs” In The Amount Of \$2,611,542 And To Increase Line Item In-09-002 “Pavement Markings” In The Amount Of \$40,000 For A Net Change Of \$0. (Fin. - Recommendation Pending) [Pages 167-168](#)
- I.3. Resolution by the Mayor - To Approve a New Labor Agreement for 2014-16 Between the City of Kenosha and AFSCME, Local #71 – Transit. (Fin.-Recommendation Pending) [Pages 169-210](#)
- I.4. Resolution by the Mayor - To Approve An Across The Board Wage Increase For Temporary And Permanent Part-Time Employees. (Fin.-Recommendation Pending) [Pages 211-212](#)

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

- J.1. Appointment of Lawrence Kirby, 3115-Washington Road, Kenosha, to the Police and Fire Commission, to fulfill an unexpired term which expires May 6, 2019.  
[Page 213](#)
- J.2. Appointment of Jaclyn Schmit, 8630-82nd Street, Pleasant Prairie, to the Mayor's Youth Commission, to fulfill an unexpired term which expires November 1, 2015.  
[Page 214](#)

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

- K.1. Award of Contract for Project 15-1219 Parks West Garage Roof Replacement (3801 65<sup>th</sup> Street) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$93,000.00. (District 15) (PW-Recommendation Pending; Park Commission – Ayes 4, Noes 0) [Page 215](#)
- K.2. Award of Contract for Project 15-2031 Kenosha Engine Plant – CS2 Soil Remediation (5555 30th Avenue) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$1,159,000.00. (District 7) (PW-Recommendation Pending) [Page 216](#)

**L. OTHER CONTRACTS AND AGREEMENTS**

- L.1. Approve Lease Renewal Agreement between the City of Kenosha, (Wisconsin) and Hangar 5000, LLC #10270. (Fin.-Recommendation Pending; Airport Commission – Ayes 5, Noes 0) [Pages 217-238](#)
- L.2. Approve Lease Agreement between the City of Kenosha, (Wisconsin), and Global Jet Properties, Inc. #4480 (Fin.-Recommendation Pending; Airport Commission–Ayes 5, Noes 0) [Pages 239-264](#)
- L.3. Agreement by and between Jeffrey and Alice Francisco and the City of Kenosha, Wisconsin regarding property acquisition at 1813 52nd Street. (District 7) (Fin - Recommendation Pending) [Pages 265-272](#)
- L.4. Amendment to the 2013 HOME Investment Partnerships Program Contract by and between the City of Kenosha, Wisconsin and City of Kenosha Housing Authority. (Fin - Recommendation Pending) [Pages 273-277](#)
- L.5. Amendment to the Community Housing Development Organization Agreement through the HOME Investment Partnerships Program by and between the City of Kenosha, Wisconsin and Habitat for Humanity of Kenosha, Inc.(Fin – Rec. Pending) [Pages 278-282](#)
- L.6. Intergovernmental Agreement with Kenosha County, City of Kenosha, Kenosha Unified School District and the State of Wisconsin Department of Natural Resources to address environmental cleanup at the former Mann Engineering LTD (aka Mankowski) property at 26th Avenue from 48th to 50th Street. (Fin.- Recommendation Pending) [Pages 283-291](#)

**M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- M.1. Disbursement Record #11 - \$3,908,917.73. (Fin. - Recommendation Pending)  
[Pages 292-326](#)
- M.2. Change Order for Project 14-1141 Southport Park Shoreline Repair Phase 1 (South of 75<sup>th</sup> Street & 1<sup>st</sup> Avenue). (District 12) (Fin., PW & SWU - Recommendation Pending; Park Commission – Ayes 4, Noes 0) [Pages 327-328](#)

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

- N.1. Approve Acceptance of Project 12-1422 Poerio Park Trail Development (1401 16th Avenue, which has been satisfactorily completed) by NuGen Johnson, LLC (Sussex, Wisconsin) in the amount of \$86,351.60. (District 1) (PW-Recommendation Pending; Park Commission – Ayes 4, Noes 0) [Page 329](#)
- N.2. Approve Acceptance of Project 13-1419 Anderson Park Fishing Pier (8730 22nd Avenue, which has been satisfactorily completed) by NuGen Johnson, LLC (Sussex, Wisconsin) in the amount of \$107,458.11. (District 9) (PW-Recommendation Pending; Park Commission – Ayes 4, Noes 0) [Page 330](#)
- N.3. Request by Pinnacle Engineering Group on behalf of Bridge Development Partners for Sidewalk Requirement Exception at Bridge Industrial Development (128th Avenue & 38th Street). (District 16) (PW – Recommendation Pending) [Pages 331-334](#)
- N.4. Request by Pinnacle Engineering Group on behalf of Uline, Inc. for Sidewalk Requirement Exception at Uline Kenosha Campus (128th Avenue & 38th Street). (District 16) (PW – Recommendation Pending) [Pages 335-338](#)

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

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

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

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**June 15, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200**

**June 15, 2015**

At a meeting of the Common Council held this evening, Acting Mayor Alderperson Prozanski, who indicated he would be voting as an Alderperson, presided. Alderperson Haugaard was seated as Council President.

The meeting was called to order at 7:04 pm.

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

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

Alderperson Prozanski then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Michalski, seconded by Alderperson Haugaard, to approve the minutes of the meeting held June 1, 2015.

Motion carried unanimously.

Officer Jeff Wamboldt, Alderperson Scott N. Gordon, and Alderperson Daniel Prozanski presented nine Youth Commission Awards. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to recess for pictures. On a voice vote, motion carried.

The meeting reconvened at 7:20 pm.

9 Citizens spoke during Citizen's Comments: John D. Bilotti, Jayne Mackey, Virginia Hoekstra, Rell Barrett, Len Brandrup, Tammy J. Conforti, Louis Rugani, Paul J. McDonough, and Christopher Naumann.

**A. REFERRALS  
TO THE CITY PLAN COMMISSION**

A.1. Zoning Ordinance By the Mayor - To Repeal and Recreate Subparagraph 3.031 F. and 3.032 F. (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding Accessory Yard Requirements in the RR-1 Rural Single-Family Residential and RR-2 Suburban Single-Family Residential Districts.

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

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

a. 129 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

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

c. 2 application(s) for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried with Alderperson Gordon abstaining on "a.47" and "a.72" and Alderperson Bostrom abstaining on "a.5" due to conflicts of interest.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

- 40 demerit points:

a. Patrick Michaelis

- 45 demerit points:

b. Shawn Josic

- 50 demerit points:

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

---

c. Melissa Kuester

- 60 demerit points:

d. Ariel Stanfel

- 65 demerit points:

e. Alexis Drennen

A hearing was held. The applicants did not appear. On a voice vote, motion carried with Alderperson Gordon abstaining on "a" due to a conflict of interest.

C.2. It was moved by Alderperson Wilson, seconded by Alderperson Paff to deny application of Evan Zahn for a new Operator's (Bartender's) license based on material police record. A hearing was held. The applicant did not appear. On roll call, motion carried unanimously.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Wicklund to deny application of Sherry Sentieri for a new Operator's (Bartender's) license based on material police record and false application. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Wilson, seconded by Alderperson Paff to approve renewal applications for Operator's (Bartender's) licenses subject to:

- 0 demerit points:

a. Shelley Nichols

b. Hilda O'Leary

c. Tamara Griebel

d. Rebecca Gunderson

e. Alison Halmi

f. Scott Mitchell

g. Sara Schroeder

- 5 demerit points:

h. Rachelle Myren

- 10 demerit points:

i. Nicole Church

j. Raven Epps

k. Lorna Frechette

l. William Hix

- 15 demerit points:

m. Kayle Siler

n. Andrew Sennholz

- 20 demerit points:

o. Barbara Miszewski

p. Dominic Pedicone

- 25 demerit points:

q. Adrian Viveros

r. John Jaminet, III

- 30 demerit points:

s. Tisha Morgan

t. Matthew Freeman

- 35 demerit points:

u. Jessica Tijerina

- 40 demerit points:

v. Kevin Rasch

w. Megan Heise

- 45 demerit points:

x. Maureen Modory

- 50 demerit points:

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

- y. Shawn Conwell
- z. Anthony Sciarra
- 60 demerit points:
- aa. Courtney Schultz
- 65 demerit points:
- bb. Robert Karnes
- 70 demerit points:
- cc. Katie Rueter
- 80 demerit points:
- dd. Maureen Sandt
- ee. Cynthia Perone
- non renewal revocation:
- ff. Jessica Cheney
- gg. Jessi Weide

A hearing was held. The applicants did not appear.

C.4.1. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy to separate cc., dd., and ee. On a voice vote, motion carried.

C.4.2. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve a through bb. On a voice vote, motion carried.

C.4.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve cc. On a voice vote, motion carried with Alderpersons Ruffolo, Bostrom, and Bogdala voting nay.

C.4.4. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to approve dd. On a voice vote, motion carried with Alderpersons Ruffolo and Bogdala voting nay.

C.4.5. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve ee. On a voice vote, motion carried with Alderpersons Ruffolo and Bogdala voting nay.

C.4.6. It was then moved by Alderperson Kennedy, seconded by Alderperson Wilson to approve ff and gg. On a voice vote, motion carried unanimously.

C.5. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to deny application of Mousa Sabah for a new Taxi Driver'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 Wilson, seconded by Alderperson Michalski to approve application of Shree Om Enterprises, Inc. (Jignesh Patel, Agent) for a Class "A" Beer License located at 3806 30th Avenue (BP Mini Mart), upon surrender of a similar license at the same location from Shree Radha Corporation, subject to 45 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson Michalski to approve application of S & K Mart, LLC (Syed Shah Sawar, Agent) for a Class "A" Beer License located at 4924 60th Street (S Mart), upon surrender of a similar license at the same location from Sixtieth Street Citgo, LLC, subject to 45 demerit points. A hearing was held. The applicant, Syed Sawar, spoke. On a voice vote, motion carried.

C.8. It was moved by Alderperson Wilson, seconded by Alderperson Jenkins to approve application of GiGhive, Inc. (Charles Johnson, Agent) for a Class "B" Beer License located at 616 58th Street (GiGhive Independent Artists), with no adverse recommendations. A hearing was held. The applicant, Charles Johnson, spoke. On a voice vote, motion carried.

C.9. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve application of Mutley-Ren, LLC (Gordon Peterson, Agent) for a Class "B" Beer/"Class B" Liquor License located at 2200 60th Street (Bourbon Legends), upon surrender of a similar license at the same location from HAPA, LLC, with no adverse recommendations. A hearing was held. The applicant, Gordon Peterson, spoke. On a voice vote, motion carried.

C.10. It was moved by Alderperson Wilson, seconded by Alderperson Paff to approve application of HW2 Kenosha, LLC (Marilyn LaMere, Agent) for a Class "B" Beer/"Class B" Liquor License located at 4327 17th

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

---

Avenue (Kazaches), upon surrender of a similar license at the same location from Marilyn LaMere, with no adverse recommendations. A hearing was held. The applicant, Hillard Wozniel, and Anthony Nudo, agent for Marilyn LaMere, spoke. On a voice vote, motion carried with Alderperson Bostrom abstaining due to a conflict of interest.

C.11. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve renewal application of K-D Food Mart of WI, Inc. (Yamini Anahis Diaz, Agent) for a Class "A" Beer License located at 5806 6th Avenue (Kenosha Food Mart), subject to review of the Economic Impact Statement, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.12. It was moved by Alderperson Wilson, seconded by Alderperson Michalski to approve renewal application of Houston's Bar & Grill, LLC (Luis Ortiz, Agent) for a Class "B" Beer/"Class B" Liquor License located at 1925 45th Street (Houston's Bar & Grill), subject to review of the Economic Impact Statement and 20 demerit points. A hearing was held. Manuel Ortiz spoke. On a voice vote, motion carried.

C.13. It was moved by Alderperson Wilson, seconded by Alderperson Wicklund to approve renewal application of One Stop Grocery & Liquor, LLC (Dilip Prajapati, Agent) for a Class "A" Beer/"Class A" Liquor License located at 6525 26th Avenue (One Stop Grocery), subject to 50 demerit points instead of 70. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.14. It was moved by Alderperson Wilson, seconded by Alderperson Rose to approve application of Joseph F. Esposito for a Transfer of Agent status of the Class "A" Beer License located at 6300 52nd Street (Kwik Trip #371), subject to 75 demerit points. A hearing was held. Joseph Esposito spoke. On a voice vote, motion carried.

C.15. It was moved by Alderperson Wilson, seconded by Alderperson Wicklund to approve applications for 9 Yearly Cabaret Licenses (2015 - 2016 Term), with no adverse recommendations (per list on file in the Office of the City Clerk). A hearing was held. The applicants did not appear. On a voice vote, motion carried.

C.16. It was moved by Alderperson Wilson, seconded by Alderperson Paff to approve applications for Probationary Cabaret Licenses, effective 07/01/15 – 01/01/16, with no adverse recommendations:

- a. HW2 Kenosha, LLC (Kazaches, Marilyn LaMere, Agent, 4327 17th Avenue, District 6)
- b. GiGhive, Inc., (GiGhive Independent Artists, Charles Johnson, Agent, 616 58th Street, District 2)
- c. Mutley-Ren, LLC, (Bourbon Legends, Gordon Peterson, Agent, 2200 60th Street, District 2)

A hearing was held. Hillard Wozniel, Anthony Nudo, Charles Johnson, and Gordon Peterson spoke. On a voice vote, motion carried with Alderperson Bostrom abstaining on "a" due to a conflict of interest.

C.17. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve new application of Lisa Quick for an Amusement & Recreation Enterprise Supervisor License (The Bull's Eye, 2717 60th Street), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

**D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

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

D.1. Application of Carmichael & Associates, Inc. for a Carnival License on July 2-5, 2015 in City of Kenosha Marina Site at 5901 3rd Avenue. On a voice vote, motion carried.

**E. ORDINANCES 1ST READING**

It was moved by Alderperson Kennedy, seconded by Alderperson Michalksi, to send the following ordinance on its way:

E.1. Ordinance by the Mayor - To Renumber Sections 9.28 and 9.29 and to Create Section 9.28 (of the Code of General Ordinances) Regarding Structural Interference with Public Safety Radio Communication. On a voice vote, motion carried.

**F. ZONING ORDINANCES 1ST READING**

**G. ORDINANCES 2ND READING**

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

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

G.1. It was moved by Alderperson Kennedy, seconded by Alderperson Rosenberg, to adopt Ordinance 18-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

**Ordinance 18-15**

**By the Mayor - To Repeal and Recreate Subsections 1.055 6.B. and 1.055 10. of the Code of General Ordinances for the City of Kenosha Regarding Department of Municipal Court**

**Approved: Keith G. Bosman, Mayor**

**Attest: Debra L. Salas, City Clerk-Treasurer**

**Passed: June 15, 2015**

**Published: June 19, 2015**

**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 Wilson, seconded by Alderperson Rose, to approve Resolution 80-15. A hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 80-15**

**By the Committee on Finance -**

**To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$1,971.57 for Trash and Debris Removal**

**Adopted: June 15, 2015**

I.2. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to approve Resolutions 81-15-85-15. A hearing was held. No one spoke for or against said resolutions. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**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 81-15**

**Boarding and Securing - \$908.03**

**Adopted: June 15, 2015**

**Resolution 82-15**

**Graffiti Removal - \$275.00**

**Adopted: June 15, 2015**

**Resolution 83-15**

**Grass and Weed Cutting - \$22,002.87**

**Adopted: June 15, 2015**

**Resolution 84-15**

**Property Maintenance Reinspection Fees - \$8,044.00**

**Adopted: June 15, 2015**

**Resolution 85-15**

**Trash and Debris Removal - \$675.16**

**Adopted: June 15, 2015**

I.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Resolution 86-15. A public hearing was held. No one spoke for or against said resolution. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 86-15**

**By the Committee on Public Works - To Order the Cost of Public Sidewalk and/or Driveway Approach**

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**Construction and/or Replacement to be Specially Assessed to Abutting Property**

**Adopted: June 15, 2015**

I.4. It was moved by Alderperson Gordon, seconded by Alderperson Rose, to approve Resolution 87-15. Alderperson Michalski was added as a co-sponsor.

I.4.1. It was moved by Alderperson Prozanski, seconded by Alderperson Wilson to amend. Alderperson Prozanski distributed copies of the proposed amendment and a letter from WE Energies. He then read the proposed amendment:

To the fifth paragraph, add the following underlined text and remove stricken text:

WHEREAS, on June 8, 2015, Mayor Keith G. Bosman received a letter from WE Energies detailing prior unknown and unanticipated utility relocation costs totaling \$5,481,532, ("the WE Energies demand") which is an amount far exceeding any usual and customary contingency amounts included in the authorized \$11,057,710 currently approved for streetcar expansion, contingencies unanticipated in the preliminary engineering that will ~~could~~ result in actual costs over-running the amounts for which funds were provided in the approved Capital Improvement Plans.

To the sixth paragraph add the following underlined text:

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha, Wisconsin, that City Administration is directed to amend the projected costs associated with the final route for possible expansion of the streetcar system, using the most-current, reasonable engineering estimates, usual and customary contingencies, and all now-known, anticipated contingencies, specifically including the WE Energies demand.

To the seventh paragraph add the following underlined text and remove stricken text:

BE IT FURTHER RESOLVED, that ~~in the event the amended~~ because the projected costs require that the City contribute more than the \$2,851,542 allocated in the Capital Improvement Plans, the possible expansion of the streetcar system is to be halted, with no further costs incurred.

To the eighth paragraph add the following underlined text and remove stricken text:

BE IT FURTHER RESOLVED, that ~~in the event~~ since the possible expansion of the streetcar system is to be halted, with no further costs incurred, the Common Council requests the Mayor to create an amendment to the Capital Improvement Plan for consideration by the Common Council reallocating any monies remaining of the \$2,851,542 allocated in the Capital Improvement Plans for City funding for the possible expansion of the streetcar system will be reallocated in the 2015-2019 Capital Improvement Plan by subsequent resolution to infrastructure-repair line items or transit-related line items.

I.4.2. It was then moved by Alderperson Kennedy, seconded by Alderperson Bogdala to hold a public hearing. On a voice vote, motion carried. 10 Citizens spoke: Louis Rugani, Jayne Mackey, Raymond Roberts, Nathan Davis, Mary Dixon, Christopher Naumann, Rell Barrett, Jennifer Heim, Paul McDonough, and Virginia Hoekstra. The public hearing was closed.

I.4.3. It was moved by Alderperson Wicklund, seconded by Alderperson Kennedy to defer the amended resolution until a meeting is held with WE Energies, our consultants, and Public Works, so that we can have a clear understanding of what the utility costs are and where these utilities are located and possibly come up with a different route to be brought back to this council so that it would minimize some of these cost. On roll call vote, motion failed (6-9) with Alderperson Kennedy, Bostrom, Jenkins, Ruffolo, Paff, and Wicklund voting aye.

Alderperson Bogdala offered a friendly amendment to the motion to amend – to strike the words IN THE EVENT in the title of the resolution and in their place add the word NOW. The maker and the seconder agreed.

On roll call vote, motion to amend which was made by Alderperson Prozanski, seconded by Alderperson Wilson carried (13-2) with Alderperson Kennedy and Wicklund voting nay.

Alderpersons Wicklund and Paff requested their names be removed as co-sponsors.

I.4.4. It was then moved by Alderperson Prozanski, seconded by Alderperson Wilson to approve as amended. On roll call vote, motion carried (12-3) with Alderpersons Kennedy, Paff, and Wicklund voting nay, and said resolution was thereupon approved:

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**Resolution 87-15**

**By Alderperson Daniel Prozanski, Jr.**

**Co-Sponsors: Alderperson Rocco J. Lamacchia, Sr.,**

**Alderperson Patrick A. Juliana,**

**Alderperson Scott N. Gordon,**

**Alderperson Curt Wilson,**

**Alderperson Bob Johnson,**

**Alderperson Jack Rose, and**

**Alderperson Jan Michalski - To Amend Streetcar Expansion Funding Estimates and Provide for Reallocation of Funds Now That Projected Costs Exceed Amounts Provided for the Expansion in the City's Capital Improvement Plan**

**Adopted: June 15, 2015**

1.5. It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to approve Resolution 88-15. Alderperson Kennedy then briefly left the meeting.

On roll call vote, motion carried unanimously, with Alderperson Kennedy not present for the vote, and said resolution was thereupon approved:

**Resolution 88-15**

**By the Mayor - To Approve a Two-Lot Certified Survey Map Property at 6110 3rd Avenue (Heim)**

**Adopted: June 15, 2015**

1.6. It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to approve Resolution 89-15.

On roll call vote, motion carried unanimously, with Alderperson Kennedy not present for the vote, and said resolution was thereupon approved:

**Resolution 89-15**

**By the Mayor - To Authorize Transmittal of the Amendment to the City of Kenosha/Town of Somers Cooperative Plan Under**

**Section 66.0307, Wisconsin Statutes to the Wisconsin Department of Administration, and to Request the State of Wisconsin Department of Administration to Approve that Amendment**

**Adopted: June 15, 2015**

**J. APPOINTMENTS/**

**REAPPOINTMENTS BY THE MAYOR**

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

J.1. Appointment of Dianna L. Hodges (1689 30th Court, Kenosha) to the Library Board for a term to expire July 1, 2018.

J.2. Appointment of George O'Malley (1615 26th Street, Kenosha) to the Library Board for a term to expire July 1, 2018.

J.3. Reappointment of Ellen Kupfer (3701 75th Street, Kenosha) to the Library Board for a term to expire July 1, 2018.

J.4. Reappointment of Mary Therese Sinnott-Chardukian (932 Sheridan Road, Somers) to the Kenosha Housing Authority for a term to expire July 1, 2020.

On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote.

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

K.1. It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to approve Award of Contract for Project 15-1018 7th Avenue Resurfacing (7th Avenue – 68th Street to 70th Street) to Cicchini Asphalt, LLC (Kenosha, Wisconsin) in the amount of \$298,000.00. (District 3) On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote. Alderperson Ruffolo left the meeting.

K.2. It was moved by Alderperson Wicklund, seconded by Alderperson Rose, to approve Award of Contract for 15-1027 Epoxy Pavement Markings (Citywide Locations) to Brickline, Inc. (Madison, Wisconsin) in the

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 15, 2015

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

---

amount of \$57,000.00. (All Districts)

On voice vote, motion carried unanimously.

**L. OTHER CONTRACTS AND AGREEMENTS**

It was moved by Alderperson Gordon, seconded by Alderperson Rose to approve:

L.1. Agreement For Medical Direction/Emergency Medical Services By and Between The City of Kenosha, Wisconsin, A Wisconsin Municipal Corporation, and Charles Cady, M.D., S.C.

L.2. Second Amendment to Agreement by and between the City of Kenosha, Wisconsin and Michelle Volkmar and Realtors of Kenosha, LLC, d/b/a Re/Max Elite.

L.3. Extension to the Community Development Block Grant Subgrantee Agreement between the City of Kenosha and Habitat for Humanity of Kenosha.

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 Rose to approve Disbursement Record #10 - \$14,942,647.29. On roll call vote, motion carried unanimously.

M.2. It was moved by Alderperson Gordon, seconded by Alderperson Rose to approve Request from Miriam Saucedo to Refund a Penalty Fee in the Amount of \$360.00, as recommended by the Finance Committee, for a Business Occupancy Permit for Arandas Restaurant at 3029 52nd Street (Parcel #09-222-36-301-006).

On roll call vote, motion carried (13-1) with Alderperson Kennedy voting nay.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

**O. RECOMMENDATIONS FROM THE COMMITTEE ON**

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

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Wicklund, seconded by Alderperson Michalski, to adjourn at 10:28 pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK/TREASURER  
June 15, 2015**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
June 29, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

---

**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
June 29, 2015**

At a special meeting of the Common Council held this evening, Mayor Bosman presided. The meeting was called to order at 5:16 pm.

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

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

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

1. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to approve the renewal application of Kevaron, Inc., (Cooler Near the Lake, Kevin J. McCarron, agent, 506 56 th St.), for a Class "B" Beer/"Class B" Liquor License, subject to 45 demerit points. A hearing was held. Jodi McCarron was present. On a voice vote, motion carried.

2. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to approve the renewal application of Kevaron, Inc., (Cooler Near the Lake, 506 56 th St.), for a Yearly Cabaret License, with no adverse recommendations. A hearing was held. Jodi McCarron was present. On a voice vote, motion carried.

3. It was moved by Alderperson LaMacchia, seconded by Alderperson Jenkins to approve the Fireworks Display Agreement By and Between the City (of Kenosha through its Department of Public Works) and MIAND, Inc. (dba/ Mad Bomber Fireworks Productions). On roll call vote, motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Gordon, seconded by Alderperson Michalski, to adjourn at 5:19 pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK/TREASURER  
June 29, 2015**

<b>B.1.</b>	<b>July 6, 2015</b>		<b>NO ADVERSE</b>	<b>RENEWAL</b>
<b>a.</b>			<b>BARTENDERS</b>	
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
1	Isabel	Aguilar	1817 104 <sup>th</sup> St.	No
2	Zachary	Akina	5302 55 <sup>th</sup> St.	Puzzle House
3	Michael	Arsier	4800 5 <sup>th</sup> Ave	Yes
4	Janet	Barlow	7952 17 <sup>th</sup> Ave	Festival Foods
5	Mary	Berger	910 73 <sup>rd</sup> St	Speedway
6	Matthew	Bernhardt	6719 31 <sup>st</sup> Ave	Chutes and Ladders
7	Todd	Bernhardt	1019 71 <sup>st</sup> St	Danish Brotherhood Lodge
8	Nicole	Berrios	8615 247 <sup>th</sup> Ave	Uncle Mikes
9	Jannette	Bostrom	1720 75 <sup>th</sup> St	Twisted Cuisine/Kaisers
10	Thomas	Bruneau	5029 Springbrook Rd - Pl. Prairie, WI	Yes
11	Carol	Buzza	7021 40 <sup>th</sup> Ave	Yes
12	Richard	Charette	39475 N. Winchester Rd - Wadsworth, IL	Ashling on the Lough
13	LaToya	Claybrook	5522 64 <sup>th</sup> Ave	Meijer
14	Aurora	Contreras-Howe	5227 41 <sup>st</sup> Ave	Grab's Burger Bar
15	Sandra	Cornell	7933 19 <sup>th</sup> Ave	Uncle Mikes
16	Bruno	DeBartolo	8039 15 <sup>th</sup> Ave	Frankie D's Vino & Pizza
17	Madeline	DeHart	7019 31 <sup>st</sup> Ave	Pete's Place
18	Renee	Dehne	6539 Pershing Blvd	Skybox
19	Daniel	Delaney	3201 15th St Apt 1B	No
20	Brent	DeLoughary	1714 52 <sup>nd</sup> St #1	Coin's
21	Joshua	Derby	1015 71 <sup>st</sup> St	Lou Perrine's
22	Cynthia	Drake	3240 124 <sup>th</sup> St.	Yes
23	Jennifer	Epley	4337 17 <sup>th</sup> Ave Lower Front	Lou Perrine's
24	Charles	Erdall	5420 61 <sup>st</sup> St	Flints
25	Stephanie	Escobedo-Vega	6315 52 <sup>nd</sup> St #4	Meijer
26	Zachary	Faulkner	2608 29 <sup>th</sup> St	Yes
27	Lynsey	Fieblkorn	1762 20 <sup>th</sup> Ave	Grab's Burger Bar
28	Diane	Franklin	4327 Meachem Rd - Racine, WI	Meijer
29	Jackie	Gray	1802 Washington Rd	Guttormsen Rec
30	Laura	Guderyon	6114 10 <sup>th</sup> Ave	Kaiser's
31	Letecia	Hernandez	6116 34 <sup>th</sup> Ave	Los Compadres
32	Scott	Holloway	605 74 <sup>th</sup> St.	Rustic Road Brewing
33	Cynthia	Hughes	4308 68 <sup>th</sup> St	Norm's So Seldom Inn
34	Megan	Johnson	1252 30 <sup>th</sup> Ct Unit F	Infusino's
35	Dawn	Jones	6209 31 <sup>st</sup> Ave	The Agave luna Azul
36	Korrin	Jones	5126 29 <sup>th</sup> Ave	Mariah's Neighborhood Bar
37	Dallas	Kavina	6209 72 <sup>nd</sup> St	Sullivan's
38	Eric	Kessler	6911 62 <sup>nd</sup> Ave	Wine Knot
39	Darlene	Kowalsky	7801 88 <sup>th</sup> Ave	Festival Foods
40	Joshua	Kreuser	7410 18 <sup>th</sup> Ave	Sazzy B's

41	Ronald	Krok	2815 27 <sup>th</sup> St	Crystal's	Yes
42	Elaine	LaPoint	5409 52 <sup>nd</sup> Ave	Guttormsen Rec	Yes
43	Elice	Leitner	5502 60 <sup>th</sup> St		No
44	Karena	Lomax	7506 22 <sup>nd</sup> Ave #1		Yes
45	Jaclyn	Mack	7312 98 <sup>th</sup> Ave Unit J	Kaisers	Yes
46	Shamas	Mahmoud	8814 65 <sup>th</sup> St		No
47	Katherine	Matalas	1906 36 <sup>th</sup> St	Finney's	Yes
48	Kayla	Mattox	4524 17 <sup>th</sup> Ave	La Hacienda	Yes
49	Emily	McManaman	2516 18 <sup>th</sup> St #27	Club Bene's	Yes
50	Mara	Mercado	9920 261 <sup>st</sup> Ave	Flint's Inn	No
51	Nathan	Meyers	1730 15 <sup>th</sup> Ave #5	Festival Foods	Yes
52	Josephine	Michelson	6207 7 <sup>th</sup> Ave #23	Saddlehorn	No
53	Kenneth	Miller	3531 28 <sup>th</sup> St.	La Fogata	No
54	Robert	Mitchell	6323 46 <sup>th</sup> Ave	Rustic Road Brewing	Yes
55	Judith	Molinaro	6405 53 <sup>rd</sup> Ave		Yes
56	Katie	Musurlian	2310 Hansen Ave - Racine, WI		Yes
57	Kyle	Nickel	5813 43 <sup>rd</sup> Ave	Kenosha Kingfish	Yes
58	Anthony	Nicolas	1912 29 <sup>th</sup> St	Wine Knot	Yes
59	Michael	Novak	3816 89 <sup>th</sup> St #101	Fec's Place	Yes
60	Tad	Oldham	6033 32 <sup>nd</sup> Ave	Westown Foods	No
61	Yvette	Ortega	7404 26 <sup>th</sup> Ave	Tom's BP	Yes
62	Yvonne	Ortega	7404 26 <sup>th</sup> Ave	Tom's BP	Yes
63	Michaela	O'Shea	7947 Cooper Rd	Captain Mike's	No
64	Jennifer	Ours	8015 17 <sup>th</sup> Ave		Yes
65	Jessenia	Pagan-Miller	8011 60 <sup>th</sup> Ave #10	Walgreens	Yes
66	Elisa	Parker	13413 60 <sup>th</sup> St	Uncle Mikes	No
67	Joseph	Payne	10014 Cooper Rd	Speedway	No
68	Christina	Perrine	11280 3 <sup>rd</sup> Ave	Lou Perrine's	No
69	Laureen	Perrine	1515 16 <sup>th</sup> Pl	Lou Perrine's	Yes
70	Michelle	Prescott	1607 78 <sup>th</sup> St	Kwik Trip	No
71	Joy	Redlin	4337 17 <sup>th</sup> Ave Upper	Lou Perrine's	Yes
72	Amanda	Reilly	2001 Alford Park Drive	Rutzs Puzzle House	No
73	Christine	Rettmueller	3606 23 <sup>rd</sup> St	Guttormsen Rec	Yes
74	Ralph	Riemer	1823 45 <sup>th</sup> st		Yes
75	Andrea	Rinaldo	1093 Sheridan Rd. #7	Captain Mike's	Yes
76	Russell	Richards	8003 400 <sup>th</sup> Ave - Burlington, WI		No
77	Olegario	Rivera, Jr.	4909 14 <sup>th</sup> Ave	Lou Perrine's	Yes
78	Alyssa	Roberts	6634 31 <sup>st</sup> Ave	Tuscany	Yes
79	Kursti	Robinson-Gorman	2401 Coolidge Ave - Racine, WI	Lotus	No
80	Beth	Rockwell	2517 71 <sup>st</sup> St	Kenosha Kingfish	Yes
81	Tanya	Rodriguez	7910 60 <sup>th</sup> Ave #104	Buffalo Wild Wings	Yes
82	Luann	Ruetten	6524 32 <sup>nd</sup> Ave	Festival Foods	Yes
83	Tatiana	Ruffolo	7402 Pershing Blvd	El Sarape	Yes
84	Jessica	Rydlawicz	1411 N. 60 <sup>th</sup> St #D - Milwaukee, WI	Marina Shores	No
85	Charles	Scheck	5042 32 <sup>nd</sup> Ave	Southport Mobil	No
86	Elizabeth	Schneider	6935 70 <sup>th</sup> Ct #103	Kenosha Kingfish	Yes

87	Patricia	Segura	5810 6 <sup>th</sup> Ave #A	Kenosha Food Mart	Yes
88	Virginia	Slana	420 57 <sup>th</sup> St #108		
89	Sara	Stanton	719 16 <sup>th</sup> Pl	Lou Perrine's	Yes
90	Michelle	Svehla	16768 Old Orchard Dr - Wadworth, IL	Kenosha Kingfish	Yes
91	Mathai	Thomas	7312 98 <sup>th</sup> Ave	Tom's BP	Yes
92	Ashley	Tobin	4312 Taft Rd	La Fogata	Yes
93	Michael	Upright, Sr.	1105 58 <sup>th</sup> St Lower	GRC	Yes
94	Amber	Verlen	4708 22 <sup>nd</sup> Ave	Flint's Inn	Yes
95	Edvelyn	Villegas	1600 50 <sup>th</sup> St	Speedway	Yes
96	Ashley	Williams	1442 29 <sup>th</sup> Ct	Sheridan Lanes	Yes
97	Carly	Wolfram	890 Sarasota Lane - Crystal Lake, IL	The Clubhouse	No
98	Melissa	Zavgra-Rojas	11110 75 <sup>th</sup> St #201	Walgreens	Yes
99	Jacqueline	Zernia	5206 31 <sup>st</sup> St	Pete's Place	Yes
	<b>TOTAL =</b>	<b>99</b>			
<b>b.</b>			<b>TRANSFER OF AGENT</b>		
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>	
1	Joshua	Brock	3444 Southwood Dr - Racine, WI	Speedway	
	<b>TOTAL =</b>	<b>1</b>			
<b>c.</b>			<b>TEMPORARY CLASS "B" BEER</b>		
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>	
1	07/31-08/02/15	St. Peter's Church	2224 30 <sup>th</sup> Ave	Parish Family Festival	
			<b>TEMPORARY CLASS "Class B" WINE</b>		
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>	
			<b>TEMPORARY CLASS "B" BEER &amp; "Class B" WINE</b>		
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>	
2	07/25-26/15	St. Mary Church	7307 40 <sup>th</sup> Ave	2015 Family Festival	
3	08/15/15	Mary Lou & Arthur Mahone Fund	56 <sup>th</sup> St & Ring Rd~ Celebration Place	Harbor Park Jazz Rhythm & Blues Festival	
	<b>TOTAL =</b>	<b>3</b>			
<b>d.</b>			<b>TAXI DRIVERS</b>		
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>	
	<b>TOTAL =</b>	<b>0</b>			



Debra L. Salas  
City Clerk/Treasurer

June 30, 2015

To: The Honorable Mayor and Common Council

From: Debra L. Salas, City Clerk/Treasurer

Subject: Voluntary Surrender

Dear Mayor and Members of Common Council:

The following license has been voluntarily surrendered to the City Clerk:

LICENSEE: Yigi, Inc.  
TRADE: Panda Restaurant  
ADDRESS: 8021-22nd Avenue  
DISTRICT: #12  
LICENSE: CLASS "B" BEER/ "CLASS B" Liquor

Attached is an updated quota listing. Should you have any questions, please do not hesitate to contact me.

	<b>CITY OF KENOSHA</b>				
	<b>LIQUOR &amp; BEER LICENSE QUOTAS</b>				
	<b>06/30/15</b>				
	<b>POPULATION AS OF 1/1/2014</b>		NOTE: Increases are made to quotas based on fractions (i.e. 53.03 = 54) EXCEPT RESERVES		
	<b>99680</b>				
	<b>QUOTAS</b>	<b>Quota</b>	<b>Adjustment</b>	<b>Current Number of Licenses Granted</b>	<b>Current Number of Licenses Available</b>
1	<b>“Class B” Liquor (State Imposed Quota-153)*</b>	153.00	153	-151	<b>2</b>
2	<b>Class “B” Beer (Locally Imposed Quota-170)*</b>	170.00	170	-166	<b>4</b>
4	“Class A” Liquor (Locally Imposed-No Quota as of 12/22/12)	No quota	None	-33	<b>Unlimited</b>
5	Class “A” Beer Only (Locally Imposed-No Quota as of 12/22/12)	No quota	None	-59	<b>Unlimited</b>
7	“Class C” Wine-No Quota	No quota	None	-8	<b>Unlimited</b>
8	Wholesale Beer-No Quota	No quota	None	0	<b>Unlimited</b>
9	“Class B” Reserve Liquor (State Imposed Quota)	37.76	38	-2	<b>36</b>
	<b>*NOTE:</b>	-151	of the Class “B” Beer licenses have been issued in combination w/ “Class B” Liquor licenses—see line 1		

**TO:** Mayor Keith Bosman  
Members of the Common Council

**FROM:** Brian Wilke, Department of Community Development & Inspections

**RE:** **Appeal of Conditions 1.q. and 2.e. of the City Plan Commission approval of a Conditional Use Permit for a Contractor's Storage Yard to be located at 8010 and 8020 75th Street. (Lorenz) (District 16)**

**DATE:** July 1, 2015

---

The applicant, Brad Lorenz, is Appealing Conditions 1.q. and 2.e. of the approval of his Conditional Use Permit application for a Contractor's Storage Yard at 8010 and 8020 75th Street.

The application for a Conditional Use Permit for a Contractor's Storage Yard was approved by the City Plan Commission on June 18, 2015, subject to the Conditions of Approval. Those Conditions of Approval prohibited the manufacturing of and/or processing of mulch on the property.

Per Section 4.04 H. of the Zoning Ordinance, Mr. Lorenz has chosen to Appeal the decision of the City Plan Commission to the Common Council. More specifically, Mr. Lorenz is Appealing Conditions 1.q. and 2.e. of the approved Conditions. The Appeal was received by the City Clerk within the thirty (30) day time limit after the decision of the City Plan Commission.

The Staff Report for the City Plan Commission meeting is attached for reference. In addition to the Staff Report, the following sequence of events is pertinent to this issue:

- **September 30, 2014** - Community Development & Inspections (CD&I) issues the attached Notice to Mr. Lorenz that his business is in operation without a Business Occupancy Permit or a Conditional Use Permit, which are required for a Contractor's Storage Yard. The letter requires Mr. Lorenz to obtain a Business Occupancy Permit and apply for a Conditional Use Permit.
- **November 21, 2014** - A second attached Notice is sent to Mr. Lorenz indicating that his Conditional Use Permit application was unacceptable and did not meet the requirements of Chapter 4 of the Zoning Ordinance.
- **December 11, 2014** - A third attached Notice is sent to Mr. Lorenz with details on what items are missing from his Conditional Use Permit application.
- **January 6, 2015** - A Reinspection Fee is issued to the property owner for failure to submit the Conditional Use Permit by the date specified in the Notice.

- **January 22, 2015** - Staff recommends that Mr. Lorenz hire a professional firm to prepare the Site Plan and application, Mr. Lorenz hires Clark Dietz Engineering to prepare the documents. Staff discussed the preparation of the plans with Clark Dietz representatives. Unfortunately, due to the winter weather conditions, Clark Dietz was unable to survey the site until the snow cover melted. By late March, Clark Dietz had prepared the Conditional Use Permit plans.
- **April 7, 2015** - Mr. Lorenz submits a complete Conditional Use Permit application packet. The plans are reviewed by City Departments.
- **May 7, 2015** - The City Plan Commission holds a Public Hearing on the application. Mr. Lorenz, who was notified of the meeting and sent copies of the Agenda and Staff Report on May 1, 2015, does not attend the meeting. About 10-12 residents speak in opposition to the application. Their concerns include noise, dust and pollution, among other items. The City Plan Commission votes 6-0 to deny the application based on the residents concerns.
- **May 8, 2015** - Staff sends the attached letter to Mr. Lorenz indicating that his Conditional Use Permit application was denied and that he had a right to Appeal the decision within thirty (30) days of the decision.
- **May 12, 2015** - Staff issues Mr. Lorenz the attached *Notice of Violation and Order to Comply*. The *Order* requires Mr. Lorenz to cease the mulch operation immediately, including accepting new materials, grinding mulch and/or dying mulch. He is also ordered to remove the illegal fill from the Floodplain areas of the property and remove nuisance motor vehicles. The last Order is to remove all materials and equipment from the site within thirty (30) days of the Order.
- **May 14, 2015** - Mr. Lorenz submits his Appeal to the City Clerk's office.
- **May 22, 2015** - Mr. Lorenz is sent the attached letter from Elaine Johnson, Wisconsin Department of Natural Resources (WDNR). The letter indicates that he must remove all material that he placed within the designated wetlands by no later than Monday, June 22, 2015.
- **May 28, 2015 and May 29, 2015** - City Staff inspects the site both days. The floodplain fill pile is still in place in violation of the Orders. Reinspection fees are issued, one for each day of inspection.
- **June 1, 2015** - The Common Council reviews Mr. Lorenz's Appeal. Mr. Lorenz appears at the meeting, along with several neighborhood residents. After the deliberation, the item is sent back to the City Plan Commission for further review.
- **June 8, 2015** - The Mayor, City Administrator, CDI Staff and the Fire Prevention Bureau Chief again met with the applicant to discuss the potential fire hazard. It was determined that Amended Orders should be issued to allow the applicant to grind and dye the existing raw materials and mulch piles on the site in order to remove them from the site to lessen or eliminate the potential fire hazard. The *Amended Notice of Violation and Orders to Comply* dated June 9, 2015 (attached) allowed this operation to occur until Thursday, June 18, 2015, the date of the City Plan Commission hearing. On the June 8, 2015 inspection, it was also noted that the Nuisance Motor Vehicles had been removed from the site, but the floodplain fill pile had not been completely removed. Another reinspection fee was issued, this time in the amount of \$180 in accordance with the escalated fee schedule per City Ordinance.

- **June 18, 2015** - The City Plan Commission holds a public hearing on the Conditional Use Permit. Alderperson Bob Johnson, a representative from Peter Barca's office, Mr. Lorenz and several neighborhood residents speak at the meeting. City Staff prepared the Staff Report and recommended approval of the Conditional Use Permit, subject to certain Conditions of Approval. (Exhibit A) At the meeting, Staff provided revised Conditions of Approval that would have limited the mulching operations to the far southeast corner of Mr. Lorenz's property. (Exhibit B) After discussion on the item from the City Plan Commission, the Conditional Use Permit is approved with amended Conditions of Approval (Exhibit C) that prohibit manufacturing and/or processing of mulch.
- **June 23, 2015** - Rich Schroeder and Brian Wilke, Community Development & Inspections, inspect the site and meet with Mr. Lorenz. While conducting the inspection, it is noted that Mr. Lorenz is dyeing a pile of mulch. The floodplain fill pile is being worked on, but is still in place. Mr. Lorenz states the mulch is being dyed due to the potential fire hazard of leaving the piles idle. Another reinspection fee is issued.
- **June 25, 2015** - Mr. Lorenz files an Appeal with the City Clerk's Office. The Appeal specifically mentions Conditions 1.q. and 2.e. that prohibit the manufacturing and/or processing of mulch.

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

BRW:kas  
Attachment



**Alia DuMez  
Dunn & McTernan**  
ATTORNEYS AT LAW

6633 Green Bay Road  
Kenosha, WI 53142  
T: (262) 654-8700  
F: (262) 654-8600  
www.addmlaw.com

Gino M. Alia  
Robert I. DuMez  
Tony M. Dunn  
J. Michael McTernan  
Michael R. Cholak  
Of Counsel

Debbie Gourdoux  
Beverly Kozerski

June 25, 2015

**HAND DELIVERED:**

Ms. Deb Salas  
City Clerk/Treasurer  
City of Kenosha  
625 – 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140

RE: Bradley S. Lorenz, Lorenz Excavating - Conditional Use Permit Appeal  
8010 & 8020 - 75th Street, Kenosha, Wisconsin  
Zoning: M2 Heavy Manufacturing District

Dear Ms. Salas:

I have been retained by Mr. Bradley S. Lorenz, owner of Lorenz Excavating and the above referenced property. On his behalf and pursuant to Section 4.04H of the City of Kenosha Zoning Ordinance, I hereby appeal the following City Plan Commission's Conditions of Approval of Mr. Lorenz's application that was heard on June 18, 2015 for a Conditional Use Permit to operate his business on his property to the Common Council. Please see attached Conditions of Approval and the following items that are subject to this Appeal:

Item 1. q. that prohibits my client from manufacturing and/or processing of mulch, including, but not limited to, grinding and dyeing of mulch.

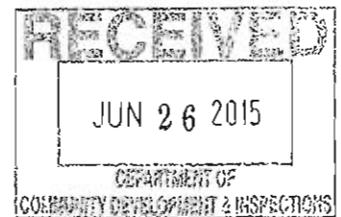
Item 2. e. that prohibits additional mulching operations, acceptances of new raw materials or dying.

Enclosed, please find payment of \$350 for said appeal. Also, please confirm that this matter will be addressed at the Common Council Meeting on Monday, July 6, 2015 at 7pm.

Thank you.

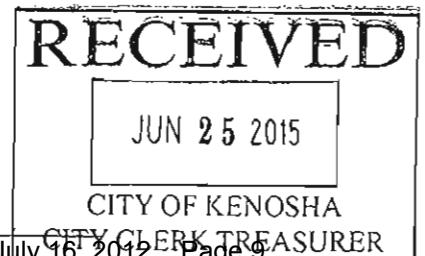
Very truly yours,

J. Michael McTernan



JMM/jfm  
Enclosure

cc: Brian R. Wilke, Development Coordinator, City of Kenosha  
Bradley S. Lorenz



1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control and Occupancy permits.
  - b. The applicant shall obtain Driveway and Parking Lot permits from the Department of Public Works prior to commencing work.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain Sign Permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute Sign Permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. All rubber-wheeled vehicles shall be parked within the designated paved areas.
  - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Operational Plan dated April 8, 2015.
  - k. Materials piles shall not exceed twenty (20') feet in height. All piles shall be a minimum of ten (10') feet from the property lines. A minimum of thirty (30') feet shall be maintained between materials piles.

- l. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.
  - m. The City requirements in 75th Street right-of-way would have to be permitted by WisDOT, the City would need confirmation that WisDOT has permitted these improvements. Contact at WisDOT would be: Kevin Koehnke, P.E. Permits Coordinator, WisDOT Systems Development SE Region; via email at kevin.koehnke@dot.wi.gov or by phone at 262-548-5891.
  - n. General note: STH 50 and 75th Street Frontage Road is programmed for reconstruction in 2021 and design activities are ongoing now. Contact would be: Jason Dahlgren, PE, Project manager, WisDOT SE Region; via email at jason.dahlgren@dot.wi.gov or by cell phone at 414-750-3278.
  - o. Nuisance Motor Vehicles, as defined in Section 16.02 B. of the Code of General Ordinances shall not be stored on the exterior of the premises.
  - p. No activity shall locate, store, discharge or permit the discharge of any treated, untreated or inadequately treated liquid, gaseous or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to exceed or contribute toward the exceeding of the minimum standards set forth in Chapter NR 102 "Water Quality Standards for Wisconsin Surface Waters" and Chapter NR 200 through 299 "Wisconsin Pollutant Discharge Elimination System" of the Wisconsin Administrative Code.
  - q. Manufacturing and/or processing of mulch, including, but not limited to, grinding and dyeing of mulch is prohibited.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits. Any Condition(s) of Approval that is/are not complied with will result in the issuance of a Stop Work Order, reinspection fees and/or citations on the site until compliance is achieved.
- a. Compliance with the June 9, 2015, *Amended Notice of Violation and Order to Comply*, except as otherwise noted in these conditions.
  - b. The following items shall be shown on the plan and submitted to City Staff no later than Thursday, July 2, 2015:
    - i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including a ADA van accessible parking space, with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
    - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
    - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.

- iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
  - vi. The Operational Plan shall be amended to clarify what "materials to be ground" means.
  - vii. Additional detail is required on the plans including proposed contours and drainage directions. Additional comments are expected once additional details are added to the plan.
  - viii. 75th Street, abutting this parcel, is Frontage Road connection to STH 50 and under WisDOT jurisdiction. The City requires four (4") inch thick sidewalk and paved eight (8") inch thick concrete driveway-approach-with-eight-(8")-inch-thick-sidewalk-abutting-the-driveway.
- c. The following items shall be **completed** no later than four (4) weeks after City Staff approves the plan items required in 2.b. or Thursday, August 13, 2015:
- i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including an ADA van accessible parking space with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted for approval which complies with Section 14 of the Zoning Ordinance and the landscaping installed.
  - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
  - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
- d. Compliance with the Wisconsin Department of Natural Resources letter from Elaine Johnson to Brad Lorenz dated May 22, 2015.
- e. No additional mulching operations, acceptance of new raw materials or drying shall occur on the site.

**CITY PLAN COMMISSION**  
**Minutes**  
**June 18, 2015**

**MEMBERS PRESENT:** Alderperson Gordon, Alderperson Michalski, Alderperson Wicklund, Patrick DeGrace, Anita Faraone, Robert Hayden, Bradley Kleba, Anderson Lattimore

**MEMBERS EXCUSED:** Mayor Bosman and Jessica Olson

**STAFF PRESENT:** Jeffrey B. Labahn, Rich Schroeder and Brian Wilke

*Others Present: Alderperson Paff and Alderperson Johnson*

The meeting was called to order at 5:00 p.m. by Vice Chairman Gordon and roll call was taken.

A motion was made by Alderperson Michalski and seconded by Ms. Faraone to approve the minutes of the June 4, 2015 meeting. The motion passed. (Ayes 7, Noes 0)

**1. Conditional Use Permit for a Community Based Residential Facility  
addition and rehabilitation to the existing Brookside Care Center at 3506  
Washington Road. (Brookside Care Center) (District 6) PUBLIC HEARING**

Public hearing opened.

Alderperson Wicklund arrived.

Alderperson Dave Paff, 1606 35th Place, District 6, supports the project.

Public hearing closed.

Ms. Faraone will abstain from this item.

A motion was made by Alderperson Michalski and seconded by Alderperson Wicklund to approve the Conditional Use Permit.

Alderperson Wicklund asked if the comment on the median entrance was resolved. Brian Wilke, Development Coordinator, said the applicant is working on this.

Mr. Lattimore asked if the handicapped parking deficiency is because of the addition. Rich Schroeder, Deputy Director, said additional handicapped parking is now needed and they just need to re-designate some of the spaces.

Mr. Hayden asked if this allows more separation of the residents from the rehab patients. Mike Oats, Eppstein Uhen Architects, said they do rehab for both the out-patients and in-house patients.

The motion passed. (Ayes 7, Noes 0, Abstain 1)

*City Plan Commission*

*June 18, 2015*

**2. Conditional Use Permit Extension for a 45-unit apartment building to be located at 720 59th Place. (Residences at Library Park) (District 2) PUBLIC HEARING**

Public hearing opened.

Peter Bissen, Partners In Design Architects, was available for questions.

Public hearing closed.

A motion was made by Ms. Faraone and seconded by Mr. DeGrace to approve the Conditional Use Permit.

Mr. Kleba asked why the long extension. Mr. Wilke said the original extension was until April 6, 2015, and now we are able to extend a Conditional Use Permit approval for 1 year, which brings it to April 6, 2016.

Aldersperson Wicklund asked if the upgrade plans to the water and sewer were submitted. Mr. Bissen said yes. Aldersperson Wicklund asked if they had a start date. Mr. Bissen said in August 2015 the demo will start and the new construction about 2 months later.

The motion passed. (Ayes 8, Noes 0)

**3. Conditional Use Permit for a new communication tower to be located at 7923 Sheridan Road. (T-Mobile/Sheridan Lanes) (District 12) PUBLIC HEARING**

Public hearing opened.

Ray Shinkle, T-Mobile/Crown Castle, said they propose to swap out the existing tower with a new tower that will be 30 feet taller.

Public hearing closed.

Ms. Faraone asked what is the allowable maximum height of a tower. Mr. Schroeder said 100 feet, the size of the proposed new tower.

A motion was made by Ms. Faraone and seconded by Mr. DeGrace to approve the Conditional Use Permit.

Mr. Hayden said the current tower is surrounded by trees, could these be trimmed to provide better reception. Mr. Shinkle said the surrounding property owners usually won't allow this.

Aldersperson Wicklund asked Staff if there is any problem with the third party review as it relates to a "new" tower. Mr. Wilke says it states the word "may" instead of "shall", so no problems.

*City Plan Commission*

*June 18, 2015*

The motion passed. (Ayes 8, Noes 0)

**4. Conditional Use Permit for a contractors storage yard to be located at 8010 and 8020 75th Street. (Lorenz) (District 16) PUBLIC HEARING**

Public hearing opened.

Aldersperson Bob Johnson, 10902 75th Street, alderman of the district supports the Conditional Use Permit, but stated that there are concerns with the mulching operation that should be addressed.

Boyd Frederick, County Board Supervisor, 6818 53rd Street, asked the Commission to review the hazards that have been associated with this request.

Emily Preynal 3111 56th Avenue, Representative from Peter Barca's office, said the Representative Barca is still following the issue, but was unable to attend tonight's meeting.

Brad Lorenz, 8020 75th Street, was available for questions and apologized for missing the previous meeting, he had a calendar mix-up. Mr. Lorenz had various documents noting toxicity levels of the mulch and these were circulated to the Commissioners. Mr. Lorenz stated he wants to work out an agreement with the neighbors.

Dennis Dahlberg, 8200 75th Street-#35, had pictures that he circulated with the Commissioners. Mr. Dahlberg said Mr. Lorenz should not be rewarded with any permits to continue work at the site.

David Larsen, 8200 75th Street-#69, urges denial of the permit. Mr. Larsen is concerned with the adjacent wetlands. The chemicals should be in a leak proof containment.

Deb Perry, 8200 75th Street-#60, said the mulching business needs to stop, this is not healthy.

Jolene Fraser, 8200 75th Street-#53, has moved from the west side of the complex to the east side and now she is coughing all the time. There are too many junk piles and site should be cleaned up.

Erwin Friesen, 8200 75th Street-#7, said seven years ago he put on a white sun porch. Now the sun porch is discolored, the air is not clear.

Doug Bloomer, 8200 75th Street-#48, said he has had breathing problems since Mr. Lorenz has started mulching. The mulching is noisy and has a disgusting odor.

Judy Tanzer, 8200 75th Street-#49, the mulching dries out the air and is very noisy.

Dolly Dahlberg, 8200 75th Street-#35, said the mulching business has a bad smell, dyes and dust in the air when it is dumped into the trucks.

Aldersperson Johnson spoke a second time stating we need to find an equitable solution.

*City Plan Commission*

*June 18, 2015*

After speaking with Community Development & Inspections Staff I have learned there is a long list of items to be taken care of or Mr. Lorenz will have to vacate the property. We need to work together to resolve this problem.

Public hearing closed.

Mr. Wilke showed a current video of the site and described a timeline of events from the Notice of Violation and Order to Comply until today.

Mr. Schroeder added that the materials have not been removed from the floodplain, so Mr. Lorenz will get another reinspection fee. The deadline for the issues on the DNR letter is June 22, 2015. Mr. Schroeder said Staff's main concern is the mulching operation and it should be reduced. Staff has created revised Conditions of Approval which we will distribute for your review. The revised Conditions add 1.p and 1.q. and 2.b.ix, additional definition for the mulching operations. Staff suggests to limit the mulching operations to a certain area on the site.

Jeffrey B. Labahn, Director, said the Conditional Use Permit is a management tool and has performance requirements, which are the Conditions of Approval.

Ms. Faraone asked if the applicant did anything since the last meeting. Mr. Schroeder said some vehicles have been removed from the site, some fill from the wetlands and some of the materials piles have been reduced. Ms. Faraone said she does not support the mulching operation. Mr. Faraone asked if any air quality tests have been done. Mr. Labahn said it is under the State's jurisdiction to regulate and enforce the air quality regulations.

A motion was made by Alderperson Michalski and seconded by Alderperson Wicklund to take a 5 minute recess to allow Alderperson Gordon to make a phone call regarding another City commitment. (Ayes 8, Noes 0)

A motion was made by Alderperson Michalski and seconded by Alderperson Wicklund to reconvene the meeting. (Ayes 8, Noes 0)

Alderperson Michalski asked if any mulching was done since the last meeting. Mr. Schroeder said he heard from the neighbors that some mulching was done. The Fire Prevention Bureau indicated that the wood pile should be ground to reduce the risk of fire so Staff amended the order to allow him to grind the material that was there until today.

Alderperson Michalski asked if the DNR issues were addressed. Mr. Schroeder deferred to Mr. Lorenz. Mr. Lorenz said he contacted the DNR and they must inspect before he can remove and materials.

Mr. Kleba asked if there is an inspection plan if Mr. Lorenz receives approval of this permit. Mr. Schroeder said it is like any other business in the City, they inspect on a complaint basis and sometimes do a random inspection. However, he does have certain deadlines in the Conditions so Staff would inspect to verify if they were met. Mr. Kleba asked how an odor is determined obnoxious. Mr. Labahn said that is through the Health Department. Mr. Kleba said this does not set a good precedence. Mr. Lorenz

went about this operation all wrong and he does not support approval of the mulch operation.

Aldersperson Gordon asked what is the percentage of the mulch operation. Mr. Lorenz said 50% of operations is mulch and 50% is topsoil, firewood and excavating. The mulch operation is basically in the spring time and it drops off over summer. Aldersperson Gordon asked if Mr. Lorenz has any other properties in Kenosha. Mr. Lorenz said no.

Mr. Hayden asked if the mulch operation area would be screened to prevent dust and odor like we have required at other Contractor Storage Yards. Mr. Wilke said it is not part of the proposed Conditions, but could be added.

Mr. Lattimore asked Mr. Lorenz why he wasn't at the first meeting. Mr. Lorenz said he had it on his calendar incorrectly. Mr. Lattimore said the mulch operation footprint has been reduced, is this to prevent dust and noise? Mr. Labahn said we reduced the size and moved it further from the residents. Mr. Lattimore asked if the DNR has commented to Staff regarding the wetlands. Mr. Schroeder said only the letter attached, nothing stating they were satisfied.

Aldersperson Wicklund asked if we approve this Conditional Use Permit, can it be voided at a later date? Mr. Labahn said we have never voided, only enforced it. Aldersperson Wicklund said the square footage of this site is insufficient for the mulching operation.

Mr. DeGrace asked if that was a tank rail car in the pictures that has the chemicals for the dye. Mr. Lorenz said no, he buys his dye in 55 gallon drums. Mr. DeGrace asked how long the mulch operation was in existence. Mr. Labahn said we know since September 2014, but it may have been earlier. Mr. Lorenz said he has been mulching for the past 12 years at that site. Mr. DeGrace asked if he had any ill employees. Mr. Lorenz said no. Mr. DeGrace asked Staff if Mr. Lorenz has been complying with their requests. Mr. Wilke said for the most part yes. Mr. DeGrace asked what is the approximate area of the mulching operation. Mr. Wilke said about 1/2 acre. Mr. DeGrace said he supports the plan, but not the mulching operation.

A motion was made by Aldersperson Michalski and seconded by Aldersperson Wicklund to re-open the public hearing. The motion passed. (Ayes 7, Noes 1) Faraone

Aldersperson Johnson said we have to address "tomorrow". If we deny this Conditional Use Permit, nothing changes for these people. If you approve the Conditional Use Permit, there is no mulching tomorrow.

Public hearing closed.

A motion was made by Ms. Faraone and seconded by Aldersperson Michalski to amend the Conditional Use Permit to move forward with the exception of eliminating all mulching on the property.

Mr. Labahn asked for clarification - is this to prohibit the processing, dying and manufacturing of mulch? Can he sell mulch that was processed elsewhere?

The Amendment was revised by Ms. Faraone and seconded by Alderperson Michalski to move forward with the prohibiting of manufacturing processing/dying of mulch on the site, and amending Condition 1.q., 2.b.ix, and 2.e. to properly reflect these changes.

A motion was made by Alderperson Wicklund to defer the Conditional Use Permit for 2 weeks to review and revise the Conditions of Approval. Motion died for lack of a second.

The Amendment was approved. (Ayes 5, Noes 3) Gordon, Wicklund and Lattimore

A motion was made by Alderperson Michalski and seconded by Mr. Hayden to approve as amended. The motion passed. (Ayes 5, Noes 3) Gordon, Wicklund and Lattimore

Mr. Lattimore said just for clarification, there will be no mulching or manufacturing, but he can store equipment there. Mr. Labahn said yes.

**5. Zoning Ordinance By the Mayor - To Repeal and Recreate Subparagraph 3.031 F. and 3.032 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Accessory Yard Requirements in the RR-1 Rural Single-Family Residential and RR-2 Suburban Single-Family Residential Districts. PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

Mr. Schroeder said there were no specific setback requirements for accessory structures in the RR-1 and RR-2 Zoning Districts. This Amendment will specify the setbacks.

A motion was made by Ms. Faraone and seconded by Alderperson Michalski to approve the Zoning Ordinance. The motion passed. (Ayes 8, Noes 0)

**Public Comments**

No public comments.

**Commissioner Comments**

Mr. Lattimore noted he was glad the Lorenz Conditional Use Permit was referred back to the City Plan Commission.

**Staff Comments**

A motion to adjourn was made by Alderperson Michalski and seconded by Mr. DeGrace. The motion passed. (Ayes 8, Noes 0) The meeting adjourned at 7:07 p.m.

*Minutes Prepared by: Kay Schueffner, Department of Community Development & Inspections*



Conditional Use Permit for a contractor's storage yard to be located at 8010 and 8020 75th Street.  
(Lorenz) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** 8010 and 8020 75th Street  
**Zoned:** M-2 Heavy Manufacturing District / FW Floodway / C-2 Lowland Conservancy District

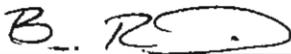
1. Lorenz Excavating has been operating on the properties at 8010 and 8020 75th Street for an undetermined amount of time without an Occupancy Permit or a Conditional Use Permit, which are required for storage yards of a contractor. The site currently has several piles of mulch, stone, firewood and other assorted materials.
2. City Staff issued orders to the property owner in September of 2014 to apply for and obtain an Occupancy Permit and a Conditional Use Permit for the site. Several incomplete or unacceptable Conditional Use Permit applications were submitted by the applicant. Staff requested that a plan be prepared by a professional design firm. Due to the winter conditions, a survey of the site was not able to be prepared by the professional design firm until this Spring. When the plan was prepared, the applicant submitted a completed application. Staff has allowed the business to remain operational while the review process is ongoing.
3. The Site Plan submitted by the applicant generally shows where the material piles are currently stored. The plan does not show any areas proposed for paving or landscaping. Consistent with other Conditional Use Permit requests for a contractor storage yard, Staff will be requiring Conditions of Approval that include the following items:
  - a. The entire parking lot in front of the office building at 8020 75th Street shall be paved and striped with a minimum of five (5) parking spaces. The parking lot shall include lighting, drainage, a concrete drive approach and accent landscaping.
  - b. Any areas where rubber-wheeled vehicles are stored shall be paved. Tracked vehicles may be stored on a gravel surface.
  - c. A minimum of thirty (30') foot wide paved access road is required along the East property line, 8010 75th Street.
  - d. A minimum of thirty (30') feet shall be maintained between material piles.
  - e. All piles shall be a minimum of ten (10') feet from all property lines.
  - f. Material piles shall not exceed twenty (20') feet in height.

- g. The two (2) dirt piles in the FW Floodway Zoning District shall be removed and the base elevation restored.
4. Since the site is currently in operation without approvals, Staff will be recommending that the above Conditions of Approval include specific deadlines to be met. If the deadlines are not complied with, a Stop Work Order, reinspection fees and/or citations should be posted/issued on the site until the deficiencies are complied with.
5. The plans were sent to City Departments for their review and their comments are included in the attached Conditions of Approval.
6. This item was denied by the City Plan Commission on May 7, 2015. The City Plan Commission cited concerns from the neighborhood residents about dust, noise and airborne contaminants in their denial of the Conditional Use Permit. The applicant did not appear at the public hearing. The applicant appealed the denial of the Conditional Use Permit to the Common Council per Section 4.04 H. of the Zoning Ordinance. The Common Council heard the appeal at their meeting on June 1, 2015. The Common Council voted to send the Conditional Use Permit application back to the City Plan Commission for further review. The applicant was present at the Common Council meeting.
7. After the City Plan Commission denied the application on May 7, 2015. City Staff issued a *Notice of Violation and Order to Comply* to the applicant. The Orders stipulated:
  - a. That mulch was not allowed to be ground or dyed on the site, and new material could not be brought in to make mulch, effective immediately.
  - b. To remove a fill pile that was placed illegally in the floodplain on the north end of the property.
  - c. To remove several Nuisance Motor Vehicles from the site by no later than May 26, 2015.
  - d. To remove all materials and equipment from the site by no later than June 11, 2015.
8. City Staff, including Community Development & Inspections (CDI) Staff and the Fire Prevention Bureau Chief met with the applicant at the site on Thursday, May 21, 2015. The concern from the applicant was that the mulch and raw material piles, if left alone, could pose a serious fire hazard since the piles generate heat when they are not processed. The Fire Prevention Bureau Chief confirmed this. The applicant was advised that he was under Orders not to process mulch, and if he did, he would be subject to reinspection fees.
9. On Friday, May 22, 2015, the Department of Natural Resources (DNR) sends Mr. Lorenz a Notice of Non-Compliance for filling wetlands. He is given until Monday, June 22, 2015 to remove the materials from the wetland.
10. On Thursday, May 28, 2015 and May 29, 2015, CDI Staff inspected the Site. The Nuisance Motor Vehicles had not been removed from the site. The floodplain fill pile had not been removed from the site and mulch was being dyed. Reinspection fees of \$72 and \$90 were issued.
11. On Monday, June 8, 2015, the Mayor, City Administrator, CDI Staff and the Fire Prevention Bureau Chief again met with the applicant to discuss the potential fire hazard. It was determined that Amended Orders should be issued to allow the applicant to grind and dye the existing raw materials and mulch piles on the site in order to remove them from the site to lessen or eliminate the potential fire hazard. The *Amended Notice of Violation and Orders to Comply* dated June 9, 2015 (attached) allowed this operation to occur until Thursday, June 18, 2015, the date of the City Plan Commission hearing. On the June 8, 2015 inspection, it was also noted that the Nuisance Motor Vehicles had been removed from the site, but the floodplain fill pile had not been completely removed. Another reinspection fee was issued, this time in the amount of \$180 in accordance with the escalated fee schedule per City Ordinance.

12. City Staff also met separately with a representative of the Kenosha County Health Department. He indicated that his Department could not provide enforcement on the odor issue as it was not deemed "toxic" or "noxious". He was also going to contact the Wisconsin Department of Natural Resources (DNR) to check on enforcement of dust and potential contamination of the ground with the mulch dye.

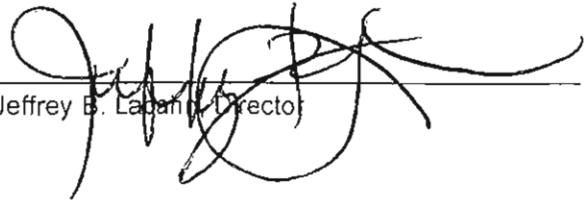
**RECOMMENDATION:**

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



\_\_\_\_\_  
Brian Wilke, Development Coordinator

/u2/acct/cp/ckays/1CPC/2015/JUNE18/Staff-cup-lorenz.doc



\_\_\_\_\_  
Jeffrey B. Labadie, Director



Conditions of Approval  
Lorenz Contractors Storage Yard  
8010 and 8020 75th Street  
June 18, 2015

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control and Occupancy permits.
  - b. The applicant shall obtain Driveway and Parking Lot permits from the Department of Public Works prior to commencing work.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain Sign Permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute Sign Permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. All rubber-wheeled vehicles shall be parked within the designated paved areas.
  - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Operational Plan dated April 8, 2015.
  - k. Materials piles shall not exceed twenty (20') feet in height. All piles shall be a minimum of ten (10') feet from the property lines. A minimum of thirty (30') feet shall be maintained between materials piles.

- l. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.
  - m. The City requirements in 75th Street right-of-way would have to be permitted by WisDOT, the City would need confirmation that WisDOT has permitted these improvements. Contact at WisDOT would be: Kevin Koehnke, P.E. Permits Coordinator, WisDOT Systems Development SE Region; via email at kevin.koehnke@dot.wi.gov or by phone at 262-548-5891.
  - n. General note: STH 50 and 75th Street Frontage Road is programmed for reconstruction in 2021 and design activities are ongoing now. Contact would be: Jason Dahlgren, PE, Project manager, WisDOT SE Region; via email at jason.dahlgren@dot.wi.gov or by cell phone at 414-750-3278.
  - o. Nuisance Motor Vehicles, as defined in Section 16.02 B. of the Code of General Ordinances shall not be stored on the exterior of the premises.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits. Any Condition(s) of Approval that is/are not complied with will result in the issuance of a Stop Work Order, reinspection fees and/or citations on the site until compliance is achieved.
    - a. Compliance with the June 9, 2015, *Amended Notice of Violation and Order to Comply*.
    - b. The following items shall be **shown on the plan and submitted to City Staff** no later than Thursday, July 2, 2015:
      - i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including a ADA van accessible parking space, with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
      - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
      - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
      - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
      - v. All piles shall be a minimum of ten (10') feet from the property lines.
      - vi. The Operational Plan shall be amended to clarify what "materials to be ground" means.
      - vii. Additional detail is required on the plans including proposed contours and drainage directions. Additional comments are expected once additional details are added to the plan.

- viii. 75th Street, abutting this parcel, is Frontage Road connection to STH 50 and under WisDOT jurisdiction. The City requires four (4") inch thick sidewalk and paved eight (8") inch thick concrete driveway approach with eight (8") inch thick sidewalk abutting the driveway.
- c. The following items shall be **completed** no later than four (4) weeks after City Staff approves the plan items required in 2.b. or Thursday, August 13, 2015:
- i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including an ADA van accessible parking space with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted for approval which complies with Section 14 of the Zoning Ordinance and the landscaping installed.
  - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
  - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
- d. Compliance with the Wisconsin Department of Natural Resources letter from Elaine Johnson to Brad Lorenz dated May 22, 2015.
- e. No additional mulching operations, acceptance of new raw materials or dying shall occur on the site until an Occupancy Permit is issued.

/u2/acc/vcp/ckays/ICPC/2015/JUNE18/Conditions-lorenz.doc



Conditions of Approval  
Lorenz Contractors Storage Yard  
8010 and 8020 75th Street  
June 18, 2015  
**\*\*REVISED\*\***

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control and Occupancy permits.
  - b. The applicant shall obtain Driveway and Parking Lot permits from the Department of Public Works prior to commencing work.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain Sign Permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute Sign Permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. All rubber-wheeled vehicles shall be parked within the designated paved areas.
  - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Operational Plan dated April 8, 2015.
  - k. Materials piles shall not exceed twenty (20') feet in height. All piles shall be a minimum of ten (10') feet from the property lines. A minimum of thirty (30') feet shall be maintained between materials piles.

- l. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.
  - m. The City requirements in 75th Street right-of-way would have to be permitted by WisDOT, the City would need confirmation that WisDOT has permitted these improvements. Contact at WisDOT would be: Kevin Koehnke, P.E. Permits Coordinator, WisDOT Systems Development SE Region; via email at kevin.koehnke@dot.wi.gov or by phone at 262-548-5891.
  - n. General note: STH 50 and 75th Street Frontage Road is programmed for reconstruction in 2021 and design activities are ongoing now. Contact would be: Jason Dahlgren, PE, Project manager, WisDOT SE Region; via email at jason.dahlgren@dot.wi.gov or by cell phone at 414-750-3278.
  - o. Nuisance Motor Vehicles, as defined in Section 16.02 B. of the Code of General Ordinances shall not be stored on the exterior of the premises.
  - p. No activity shall locate, store, discharge or permit the discharge of any treated, untreated or inadequately treated liquid, gaseous or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to exceed or contribute toward the exceeding of the minimum standards set forth in Chapter NR 102 "Water Quality Standards for Wisconsin Surface Waters" and Chapter NR 200 through 299 "Wisconsin Pollutant Discharge Elimination System" of the Wisconsin Administrative Code.
  - q. Manufacturing and/or processing of mulch, including, but not limited to, grinding and dyeing of mulch, shall only be conducted in the southeast corner of the property in an area bounded by the east, south and west property lines of 8010 75th Street, and bounded on the north by an easterly extension of the north property line of 8020 75th Street.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits. Any Condition(s) of Approval that is/are not complied with will result in the issuance of a Stop Work Order, reinspection fees and/or citations on the site until compliance is achieved.
- a. Compliance with the June 9, 2015, *Amended Notice of Violation and Order to Comply*, **except as otherwise noted in these conditions.**
  - b. The following items shall be **shown on the plan and submitted to City Staff** no later than Thursday, July 2, 2015:
    - i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including a ADA van accessible parking space, with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
    - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.

- iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
  - vi. The Operational Plan shall be amended to clarify what "materials to be ground" means.
  - vii. Additional detail is required on the plans including proposed contours and drainage directions. Additional comments are expected once additional details are added to the plan.
  - viii. 75th Street, abutting this parcel, is Frontage Road connection to STH 50 and under WisDOT jurisdiction. The City requires four (4") inch thick sidewalk and paved eight (8") inch thick concrete driveway approach with eight (8") inch thick sidewalk abutting the driveway.
  - ix. Show the boundaries of the mulch manufacturing/processing area on the plan in conformance with Condition 1.q.
- c. The following items shall be **completed** no later than four (4) weeks after City Staff approves the plan items required in 2.b. or Thursday, August 13, 2015:
- i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including an ADA van accessible parking space with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted for approval which complies with Section 14 of the Zoning Ordinance and the landscaping installed.
  - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
  - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
- d. Compliance with the Wisconsin Department of Natural Resources letter from Elaine Johnson to Brad Lorenz dated May 22, 2015.
- e. No additional mulching operations, acceptance of new raw materials or drying shall occur on the site until an Occupancy Permit is issued.

'u2/accc/cp/ckays:ICPC/2015/JUNE18/Conditions-lorenz-revised.doc



June 19, 2015

Brad Lorenz  
Lorenz Excavating  
8020 75th Street  
Kenosha, WI 53142

Dear Mr. Lorenz:

**RE: Conditional Use Permit for Lorenz Contractor's Storage Yard at 8020 75th Street**

The City Plan Commission approved your Conditional Use Permit at their June 18, 2015 meeting, subject to the enclosed Conditions of Approval.

Before final approval can be granted and construction permits issued, please submit to this office five (5) copies of revised plans addressing Conditions 2.a. to 2.e.

As a reminder, the first benchmark for a plan submittal is Thursday, July 2, 2015. (Condition 2.b.)

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

A handwritten signature in black ink that reads "B. R. Wilke". The signature is written in a cursive, somewhat stylized font.

Brian R. Wilke  
Development Coordinator

BRW:kas  
Enclosure



Conditions of Approval  
Lorenz Contractors Storage Yard  
8010 and 8020 75th Street  
June 18, 2015

**\*\*As Amended at Plan Commission\*\***

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control and Occupancy permits.
  - b. The applicant shall obtain Driveway and Parking Lot permits from the Department of Public Works prior to commencing work.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain Sign Permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute Sign Permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. All rubber-wheeled vehicles shall be parked within the designated paved areas.
  - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Operational Plan dated April 8, 2015.
  - k. Materials piles shall not exceed twenty (20') feet in height. All piles shall be a minimum of ten (10') feet from the property lines. A minimum of thirty (30') feet shall be maintained between materials piles.

- l. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.
  - m. The City requirements in 75th Street right-of-way would have to be permitted by WisDOT, the City would need confirmation that WisDOT has permitted these improvements. Contact at WisDOT would be: Kevin Koehnke, P.E. Permits Coordinator, WisDOT Systems Development SE Region; via email at kevin.koehnke@dot.wi.gov or by phone at 262-548-5891.
  - n. General note: ~~STH 50 and 75th Street Frontage Road is programmed for reconstruction in 2021 and design activities are ongoing now. Contact would be: Jason Dahlgren, PE, Project manager, WisDOT SE Region; via email at jason.dahlgren@dot.wi.gov or by cell phone at 414-750-3278.~~
  - o. Nuisance Motor Vehicles, as defined in Section 16.02 B. of the Code of General Ordinances shall not be stored on the exterior of the premises.
  - p. No activity shall locate, store, discharge or permit the discharge of any treated, untreated or inadequately treated liquid, gaseous or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to exceed or contribute toward the exceeding of the minimum standards set forth in Chapter NR 102 "Water Quality Standards for Wisconsin Surface Waters" and Chapter NR 200 through 299 "Wisconsin Pollutant Discharge Elimination System" of the Wisconsin Administrative Code.
  - q. Manufacturing and/or processing of mulch, including, but not limited to, grinding and dyeing of mulch is prohibited.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits. Any Condition(s) of Approval that is/are not complied with will result in the issuance of a Stop Work Order, reinspection fees and/or citations on the site until compliance is achieved.
    - a. Compliance with the June 9, 2015, *Amended Notice of Violation and Order to Comply*, except as otherwise noted in these conditions.
    - b. The following items shall be **shown on the plan and submitted to City Staff** no later than Thursday, July 2, 2015:
      - i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including a ADA van accessible parking space, with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
      - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
      - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.

- iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
  - vi. The Operational Plan shall be amended to clarify what "materials to be ground" means.
  - vii. Additional detail is required on the plans including proposed contours and drainage directions. Additional comments are expected once additional details are added to the plan.
  - viii. 75th Street, abutting this parcel, is Frontage Road connection to STH 50 and under WisDOT jurisdiction. The City requires four (4") inch thick sidewalk and paved eight (8") inch thick concrete driveway approach with eight (8") inch thick sidewalk abutting the driveway.
- c. The following items shall be **completed** no later than four (4) weeks after City Staff approves the plan items required in 2.b. or Thursday, August 13, 2015:
- i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including an ADA van accessible parking space with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted for approval which complies with Section 14 of the Zoning Ordinance and the landscaping installed.
  - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
  - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.
- d. Compliance with the Wisconsin Department of Natural Resources letter from Elaine Johnson to Brad Lorenz dated May 22, 2015.
- e. No additional mulching operations, acceptance of new raw materials or drying shall occur on the site.

/u2/acct/ep/ckays/1CPC/2015/JUNE18/Conditions-lorenz-revised.doc

AMENDED NOTICE OF VIOLATION AND ORDER TO COMPLY  
City of Kenosha  
Department of Community Development and Inspections  
625 52nd Street, Room 308, Kenosha, WI 53140  
262.653.4030

Location of Violation: 8010 and 8020 75th Street

Owner/Violator Bradley Lorenz  
Lorenz Excavating  
8020 75th Street  
Kenosha, WI 53142

You are hereby notified of the following violations of the *Zoning Ordinance* and *Code of General Ordinances* at the above locations. You are required to correct the following violations by the dates listed in each item. Failure to do so will result in the imposition of reinspection fees, the issuance of municipal citations, the commencement of a civil lawsuit to enjoin and abate the violations listed below, and such other legal remedies available to the City.

1. Mulch is being prepared and manufactured on the property without an approved Conditional Use Permit.
  - **The delivery and/or receipt of materials to manufacture mulch continues to be prohibited as stated in the original Notice of Violation and Order to Comply dated May 12, 2015.**
  - **Based on the recommendation of the City of Kenosha Fire Prevention Bureau, the grinding and dyeing of existing mulch piles on the site is permitted until June 18, 2015. For the avoidance of doubt, grinding and dyeing of any material not currently in materials piles on the site as of the date of this Amended Notice is strictly prohibited.**

*(Violation of 2.01 of the Zoning Ordinance).*

2. Fill and materials have been placed in an area zoned FW Floodway (noted as "*Environmental Corridor (Typ.)*" on your submitted site plan). All fill and materials shall be removed from the area zoned FW Floodway and the base elevation reestablished. An erosion control permit may be needed at the location where the fill is to be removed and at the location where the fill is to be placed, which location shall not be the properties subject to this Order. If the location where the fill is to be placed is within the City of Kenosha, an erosion control permit may be needed for that location as well.
  - **Comply by May 26, 2015.** *(Violation of Section 2.08 A. and 3.20 D.4. of the Zoning Ordinance).*

3. The site currently has several Nuisance Motor Vehicles as defined in Section 7.126 of the Code of General Ordinances. All Nuisance Motor Vehicles shall either be removed from the site or corrected to comply with the provisions of the Code of General Ordinances.
  - **Comply by May 26, 2015.** *(Violation of 7.126 of the Code of General Ordinances)*

4. Materials and equipment for use by a contractor are being stored on the exterior of the property without an approved Conditional Use Permit. All materials and equipment related to the contractor use including, but not limited to, mulch, stone, raw wood materials, firewood and construction equipment shall be removed from the site exterior.
  - **Comply by June 25, 2015.** *(Violation of 2.01 of the Zoning Ordinance).*

Dated at Kenosha, Wisconsin this 9th day of June, 2015.

CITY OF KENOSHA

By:           B. R. W.            
Brian R. Wilke  
Development Coordinator

**CITY PLAN COMMISSION**  
**Minutes**  
**May 7, 2015**

---

**MEMBERS PRESENT:** Alderperson Gordon, Alderperson Michalski, Alderperson Wicklund, Anita Faraone, Robert Hayden, Anderson Lattimore

**MEMBERS EXCUSED:** Mayor Bosman, Patrick DeGrace, Brad Kleba and Jessica Olson

**STAFF PRESENT:** Jeffrey B. Labahn and Brian Wilke

The meeting was called to order at 5:08 p.m. by Alderperson Gordon and roll call was taken.

A motion was made by Alderperson Michalski and seconded by Mr. Lattimore to approve the minutes of the April 9, 2015 meeting. The motion passed. (Ayes 6, Noes 0)

A motion was made by Mr. Lattimore and seconded by Alderperson Wicklund to take Item 2 first and then go to Item 1. The motion passed. (Ayes 6, Noes 0)

**2. Public Building Review for a 1,542 s.f. addition to the Kenosha Unified School District Educational Support Center at 3600 52nd Street. (District 10) PUBLIC HEARING**

Public hearing opened.

Mike Risselada, Partners In Design Architects, 600 52nd Street and John Setter, Kenosha Unified School District, 3600 52nd Street were available for questions.

Public hearing closed.

Brian Wilke, Development Coordinator, gave an overview of the project.

A motion was made by Mr. Lattimore and seconded by Mr. Hayden to approve the review. The motion passed. (Ayes 6, Noes 0)

**1. Conditional use Permit for a contractor's storage yard to be located at 8010 and 8020 75th Street. (Lorenz) (District 16) PUBLIC HEARING**

Public hearing opened.

Dennis Dahlberg, 8200 75th Street-Lot #35, distributed a folder of pictures to each Commissioner. Mr. Dahlberg has concerns with the odor being emitted, the dust and dirt in the air, the dyes in the wood that Mr. Lorenz is mulching on his property, the height of the mulch or dirt piles and the junk cars in the yard.

Paul Rowan, 8200 75th Street-Lot #45, distributed some papers to the Commissioner. Mr. Rowan is concerned the smell (air pollution), the dyes within the wood being

*City Plan Commission*

*May 7, 2015*

mulched, the air pollution, ground contamination, and junk in the yard.

Randy Waas, 8200 75th Street-Lot #26, is concerned with the work being done in the road and the noise from the property. Mr. Waas said they just want things cleaned up.

William Glidden, 8200 75th Street-Lot #28, wants to know where the used skids are coming from, are they contaminated.

Dolly Dahlberg, 8200 75th Street-Lot #35, said they don't want to shut Mr. Lorenz down, they just want to improve the air quality and have him do the mulching somewhere else.

Deb Perry, 8200 75th Street-Lot #60, said the mulching creates a big problem with the air quality.

Dominic Ruffalo, 8200 75th Street-Lot #61, said Mr. Lorenz does what he wants and doesn't follow the rules. Mr. Ruffalo's concerns include the garbage in the yard, his trucks blocking the road, no set hours, and air quality/health issues.

Trisha Glidden, 8200 75th Street-Lot #28, concerns include the semis parking on the road.

Peter Barca, 1339 38th Avenue, said he has bet with the Mayor and has been out to the Prairie Lakes Estates are to observe the problems. Mr. Barca said the biggest problem is the odor and air pollution. This business is not compatible with this location.

Judy Tanzer, 8200 75th Street-Lot #49, asked what does Mr. Lorenz have permits for? Ms. Tanzer said Mr. Lorenz's operation devalues their property.

Dana Larsen, 8200 75th Street-Lot #69, wants the City to verify that Mr. Lorenz is allowed to do what he is doing at the site. There is also a large white tank marked "poison" next to the wetlands. Ms. Larson is concerned about seepage into the wetland area.

Don Lajeunesse, 8200 75th Street-Lot #27, said the community has a number of older citizens there and this type of air quality affects them more.

Public hearing closed.

Mr. Wilke showed a video of the site and gave an overview of what has transpired. Staff has created a timeline for the applicant to abide to the issues in the Conditions of Approval.

Ms. Faraone said Mr. Lorenz is not represented here tonight and she doesn't support the Conditional Use Permit.

Aldersperson Michalski asked Staff if Aldersperson Johnson supports the project. Mr. Wilke said he has received emails from the alderman and believes he is concerned with some issues. Aldersperson Michalski asked if we know if the pallets are toxic. Mr. Wilke said we have no evidence of that. Aldersperson Michalski said since Mr. Lorenz is not hear and the previous work without permits, he doesn't support the project.

Mr. Hayden does not support the project.

*City Plan Commission*

*May 7, 2015*

11572

Mr. Lattimore asked for clarification on requirements by Staff and results from Mr. Lorenz. Mr. Lattimore asked if the wetlands have been affected by Mr. Lorenz's business or his practices. Mr. Wilke we don't know about the wetlands for sure, but Mr. Lorenz does have things stacked in the floodplain area. Mr. Lattimore will not support the project.

Aldersperson Wicklund asked how Staff became aware of Mr. Lorenz operating without permits. Jeffrey Labahn, Director, said he became aware when concerned citizens of Prairie Lakes Estates notified him with their concerns. The area is zoned Industrial, but Mr. Lorenz is not the long term owner. The business activity has ramped up recently. Aldersperson Wicklund suggested that the soil be tested for contamination before any permits are granted.

Aldersperson Wicklund asked if we know the height of the piles. Mr. Labahn said no, we don't know that. Aldersperson Wicklund asked about the laws on grinding pallets. Mr. Labahn said he has had ongoing discussion with the County Health Department and they have been at the site on several occasions. Mr. Labahn will follow-up on the site monitoring. Aldersperson Wicklund asked for a more definitive Operational Plan.

Aldersperson Gordon asked if Mr. Lorenz has any permits. Mr. Wilke said they applied for a Business Occupancy. Other departments have signed off on this, but our department has not yet signed off on that application. Aldersperson Gordon asked when this application procedure started. Mr. Wilke said September of 2014, with a few reinspection fees. Aldersperson Gordon recommended that a Stop Work Order be issued and asked Staff to follow up on that.

Ms. Faraone made a motion to deny the application and place a Stop Work Order on the business immediately. The motion died for lack of a second. Mr. Labahn noted there are other ways Staff can be more aggressive with the applicant, but they don't have the authority to issue a Stop Work Order.

A motion was made by Ms. Faraone and seconded by Mr. Hayden to deny the Conditional Use Permit. The motion passed. (Ayes 6, Noes 0)

### **Public Comments**

No public comments.

### **Commissioner Comments**

Aldersperson Michalski, Mr. Lattimore, Aldersperson Wicklund and Ms. Faraone thanked the public for speaking. Aldersperson Michalski added Commissioner must act on items from the agenda. Ms. Faraone asked Staff to have the City Attorney review the Lorenz item.

Ms. Faraone also suggested that a Commissioner is consistently gone from the meeting their appointment should be looked at.

### **Staff Comments**

*City Plan Commission*

*May 7, 2015*

*11573*



May 8, 2015

Bradley S. Lorenz  
8020 75<sup>th</sup> St.  
Kenosha, WI 53142

Dear Mr. Lorenz:

**RE: Conditional Use Permit for Lorenz Contractor's Storage Yard-8010 and 8020 75<sup>th</sup> St**

This is to advise you that your Conditional Use Permit application was denied by the City Plan commission at their meeting on May 7<sup>th</sup>, 2015

Please be advised that per Section 4.04 H. of the City Zoning Ordinance, which is enclosed, you may appeal the decision to the Common Council. If you wish to appeal this decision, you will need to:

- 1) File a written request for an appeal with the City Clerk no later than 4:30 p.m. on Monday, June 8, 2015
- 2) Accompany the written request with the review fee of \$350.00.

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

COMMUNITY DEVELOPMENT & INSPECTIONS

Brian R. Wilke  
Development Coordinator

BRW:jmu  
enclosure  
CC: Mayor Keith Bosman  
Aldersperson Bob Johnson  
Jeff Labahn, CDI  
Rich Schroeder, CDI



May 12, 2015

Bradley S. Lorenz  
8020 75th Street  
Kenosha, WI 53142

Dear Mr. Lorenz

**RE: NOTICE OF VIOLATION AND ORDER TO COMPLY**  
**8010 and 8020 75th Street - Parcel Numbers 03-122-04-376-030 and 03-122-04-376-026**

Dear Mr. Lorenz:

Since the sites you own at 8010 and 8020 75th Street do not currently have valid business Occupancy Permits, and since your application for a Conditional Use Permit to operate the sites as a contractor's storage yard was denied by the City Plan Commission at their meeting on May 7, 2015, your business is currently operating in violation of the City of Kenosha Zoning Ordinance which requires a business Occupancy Permit and a Conditional Use Permit. Attached is a *Notice of Violation and Order to Comply* notice which lists each violation and the time allowed for compliance.

The attached *Notice of Violation and Order to Comply* relates to violations of City Zoning Ordinance and Code of General Ordinances only. Violations of Federal, State and County Codes and Ordinances, if any, will be handled under separate notice from the applicable jurisdictions.

Failure to comply by the dates indicated on the attached *Notice of Violation and Order to Comply* will result in the imposition of reinspection fees in accordance with Section 11.01 of the Zoning Ordinance, the issuance of municipal citations in accordance with Sections 11.02 and 11.021 of the Zoning Ordinance, the commencement of a civil lawsuit to enjoin and abate the illegal use of the property in accordance with Sections 11.021 and 11.03 of the Zoning Ordinance, and such other legal remedies as may be available to the City.

Reinspection fees start at \$72.00 and escalate with each reinspection, up to a maximum of \$360.00 per reinspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for the 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. Upon conviction, municipal forfeitures range between \$25.00 and \$1,000.00 for each offense and each day that a violation continues to exist constitutes a separate offense.

In the event you wish to avoid the above enforcement actions being initiated, you must comply with the attached Order. If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

A handwritten signature in black ink, appearing to read "B. R. Wilke".

Brian R. Wilke  
Development Coordinator

City of Kenosha 625 52<sup>nd</sup> Street - Room 308, Kenosha, Wisconsin 53140 | T 262.353.4033 | F 262.653.4045 [www.kenosha.org](http://www.kenosha.org)

BRW:kas  
Enclosure

c: State Representative Peter Barca  
Mayor Keith Bosman  
Aldersperson Bob Johnson  
Jeffrey B. Labahn, Director, Community Development & Inspections  
Jonathan Mulligan, Assistant City Attorney  
Rich Schroeder, Deputy Director, Community Development & Inspections

NOTICE OF VIOLATION AND ORDER TO COMPLY  
City of Kenosha  
Department of Community Development and Inspections  
625 52nd Street, Room 308, Kenosha, WI 53140  
262.653.4030

Location of Violation: 8010 and 8020 75th Street

Owner/Violator Bradley Lorenz  
Lorenz Excavating  
8020 75th Street  
Kenosha, WI 53142

You are hereby notified of the following violations of the *Zoning Ordinance* and *Code of General Ordinances* at the above locations. You are required to correct the following violations by the dates listed in each item. Failure to do so will result in the imposition of reinspection fees, the issuance of municipal citations, the commencement of a civil lawsuit to enjoin and abate the violations listed below, and such other legal remedies available to the City.

1. Mulch is being prepared and manufactured on the property without an approved Conditional Use Permit.
  - o **The delivery and/or receipt of materials to manufacture mulch, including, but not limited to, the grinding of mulch and the dyeing of mulch shall cease immediately upon service of this Notice of Violation and Order to Comply.**  
*(Violation of 2.01 of the Zoning Ordinance).*
  
2. Fill and materials have been placed in an area zoned FW Floodway (noted as "Environmental Corridor (Typ.)" on your submitted site plan). All fill and materials shall be removed from the area zoned FW Floodway and the base elevation reestablished. An erosion control permit may be needed at the location where the fill is to be removed and at the location where the fill is to be placed, which location shall not be the properties subject to this Order. If the location where the fill is to be placed is within the City of Kenosha, an erosion control permit may be needed for that location as well.
  - o **Comply by May 26, 2015.**  
*(Violation of Section 2.08 A. and 3.20 D.4. of the Zoning Ordinance).*
  
3. The site currently has several Nuisance Motor Vehicles as defined in Section 7.126 of the Code of General Ordinances. All Nuisance Motor Vehicles shall either be removed from the site or corrected to comply with the provisions of the Code of General Ordinances.
  - o **Comply by May 26, 2015.**  
*(Violation of 7.126 of the Code of General Ordinances)*
  
4. Materials and equipment for use by a contractor are being stored on the exterior of the property without an approved Conditional Use Permit. All materials and equipment related to the contractor use including, but not limited to, mulch, stone, raw wood materials, firewood and construction equipment shall be removed from the site exterior.
  - o **Comply by June 11, 2015.**  
*(Violation of 2.01 of the Zoning Ordinance).*

Dated at Kenosha, Wisconsin this 12th day of May, 2015

CITY OF KENOSHA

By: B. R. Wilke  
Brian R. Wilke  
Development Coordinator



May 21, 2015

Bradley Lorenz  
8020 75th Street  
Kenosha, WI 53142

Dear Mr. Lorenz:

**RE: Appeal to the Common Council - Conditional Use Permit for 8020 75th Street**

The City has received your request to Appeal the decision of the City Plan Commission regarding your application for a Conditional Use Permit at 8020 75th Street. The City Plan Commission voted to deny your Conditional Use Permit application at their May 7, 2015 meeting.

Per Section 4.04 H of the City of Kenosha Zoning Ordinance, you, your agent and/or your attorney are hereby required to appear at the following meeting:

***City of Kenosha Common Council Meeting  
Monday, June 1, 2015 at 7:00 pm  
Municipal Building, 625 52nd Street  
Room 200 at 7:00 pm***

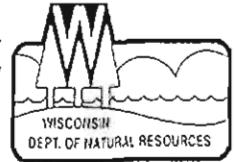
The Common Council will hold a public hearing and make a final determination on your Appeal Request at this meeting.

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

Brian R. Wilke  
Development Coordinator

BRW:kas



May 22, 2015

**CERTIFIED MAIL**

File Ref: ENF-SE-2015-30-01923

Bradley Lorenz  
8020 75 St.  
Kenosha, WI 53142

Subject: Notice of Non-Compliance for wetland fill on property located in the SE1/4-SW1/4 S4, T1N, R22E, Kenosha County

Dear Mr. Lorenz:

It has come to the Department's attention that you, or persons acting on your behalf, have disposed vegetative material such as logs, and other waste within wetlands mapped under the Wisconsin Wetland Inventory towards the north end of the site located in the SE1/4 of the SW1/4 of Section 4, Township 1 North, Range 22 East, City of Kenosha, Kenosha County. According to Kenosha County's tax records, the project site has tax key number 03-122-04-376-030 (listed to Bradley Lorenz). Attached is the map of the property with the overlaid Wisconsin Wetland Inventory.

Based on the information available at this time, we believe that written authorization pursuant to s. 281.36, 401 CWA, Wis. Stats. is required prior to conducting this type of activity. A review of Department permit records indicates that approvals have not been issued for your project.

**We recommend that you discontinue any additional work on this project. At this time it is requested that you provide a plan to the Department by Friday, June 5, 2015 for the removal of the materials to clearly upland areas and any subsequent site restoration that may be required. Removal of the materials from mapped wetlands to clearly upland areas is required by June 22, 2015.**

This work may also require authorization from the Corps of Engineers, Kenosha County and/or the City of Kenosha. We strongly recommend that you contact them to determine whether local approvals are needed.

By no later than June 5, 2015, please contact me at (262) 574-2136 or email Elaine.Johnson@wisconsin.gov with your plans for removal. Your prompt attention in this matter is greatly appreciated. I look forward to hearing from you soon.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elaine Johnson".

Elaine Johnson  
Water Management Specialist

CC: Marie Kopka, U.S. Army Corps of Engineers  
Dan Treloar, County of Kenosha  
Jeffrey Labahn, City of Kenosha  
John Sinclair, DNR Conservation Warden  
Michelle Scott, Waterway Field Supervisor  
File

Conditional Use Permit for a contractor's storage yard to be located at 8010 and 8020 75th Street.  
(Lorenz) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson Johnson, District 16, has been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** 8010 and 8020 75th Street

1. Lorenz Excavating has been operating on the properties at 8010 and 8020 75th Street for an undetermined amount of time without an Occupancy Permit or a Conditional Use Permit, which are required for storage yards of a contractor. The site currently has several piles of mulch, stone, firewood and other assorted materials.
2. City Staff issued orders to the property owner in September of 2014 to apply for and obtain an Occupancy Permit and a Conditional Use Permit for the site. Several incomplete or unacceptable Conditional Use Permit applications were submitted by the applicant. Staff requested that a plan be prepared by a professional design firm. Due to the winter conditions, a Survey of the site was not able to be prepared by the professional design firm until this Spring. When the plan was prepared, the applicant submitted a completed application. Staff has allowed the business to remain operational while the review process is ongoing.
3. The Site Plan submitted by the applicant generally shows where the material piles are currently stored. The plan does not show any areas proposed for paving or landscaping. Consistent with other Conditional Use Permit requests for a contractor storage yard, Staff will be recommending Conditions of Approval that require the following items:
  - a. The entire parking lot in front of the office building at 8020 75th Street shall be paved and striped with a minimum of five (5) parking spaces. The parking lot shall include lighting, drainage, a concrete drive approach and accent landscaping.
  - b. Any areas where rubber-wheeled vehicles are stored shall be paved. Tracked vehicles may be stored on a gravel surface.
  - c. A minimum of thirty (30') foot wide paved access road is required along the East property line, 8010 75th Street.
  - d. A minimum of thirty (30') feet shall be maintained between material piles.
  - e. All piles shall be a minimum of ten (10') feet from all property lines.
  - f. Material piles shall not exceed twenty (20') feet in height.
  - g. The two (2) dirt piles in the FW Floodway Zoning District shall be removed and the base elevation restored.

4. Since the site is currently in operation without approvals, Staff will be recommending that the above Conditions of Approval include specific deadlines to be met. If the deadlines are not complied with, a Stop Work Order, reinspection fees and/or citations should be posted/issued on the site until the deficiencies are complied with.
5. The plans were sent to City Departments for their review and their comments are included in the attached Conditions of Approval.

**RECOMMENDATION:**

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



\_\_\_\_\_  
Brian Wilke, Development Coordinator



\_\_\_\_\_  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/MAY7/Staff-cup-lorenz.doc

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control and Occupancy permits.
  - b. The applicant shall obtain Driveway and Parking Lot permits from the Department of Public Works prior to commencing work.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain Sign Permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute Sign Permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. All rubber-wheeled vehicles shall be parked within the designated paved areas.
  - i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - j. Compliance with the Operational Plan dated April 8, 2015.
  - k. Materials piles shall not exceed twenty (20') feet in height. All piles shall be a minimum of ten (10') feet from the property lines. A minimum of thirty (30') feet shall be maintained between materials piles.

- i. No activity shall emit odorous matter of such nature or quantity as to be offensive, obnoxious, or unhealthful outside the premises, nor shall any activity emit dust, fumes, vapors or gases in such quantities as to cause spoiling or danger to the health of persons, animals, vegetation or other property, all as measured and controlled by Chapter NR 400-494 "Air Pollution Control" of the Wisconsin Administrative Code.
  - m. The City requirements in 75th Street right-of-way would have to be permitted by WisDOT, the City would need confirmation that WisDOT has permitted these improvements. Contact at WisDOT would be: Kevin Koehnke, P.E. Permits Coordinator, WisDOT Systems Development SE Region; via email at kevin.koehnke@dot.wi.gov or by phone at 262-548-5891.
  - n. General note: STH 50 and 75th Street Frontage Road is programmed for reconstruction in 2021 and design activities are ongoing now. Contact would be: Jason Dahlgren, PE, Project manager, WisDOT SE Region; via email at jason.dahlgren@dot.wi.gov or by cell phone at 414-750-3278.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits. Any Condition(s) of Approval that is/are not complied with will result in the issuance of a Stop Work Order, reinspection fees and/or citations on the site until compliance is achieved.
- a. The following items shall be **completed** no later than two (2) weeks from the date of approval by the Review Authority:
    - i. Any dirt stockpiles, logs and all storage materials located in the FW Floodway Zoning District shall be removed and the base elevation restored. An Erosion Control Permit shall be obtained prior to the work being performed.
    - ii. Any piles located on adjacent properties shall be removed from the adjacent property.
  - b. The following items shall be **shown on the plan and submitted to City Staff** no later than two (2) weeks from the date of approval of the Conditional Use Permit by the Review Authority:
    - i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including a ADA van accessible parking space, with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
    - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
    - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
    - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
    - v. All piles shall be a minimum of ten (10') feet from the property lines.
    - vi. The Operational Plan shall be amended to clarify what "materials to be ground" means.
    - vii. Additional detail is required on the plans including proposed contours and drainage directions.

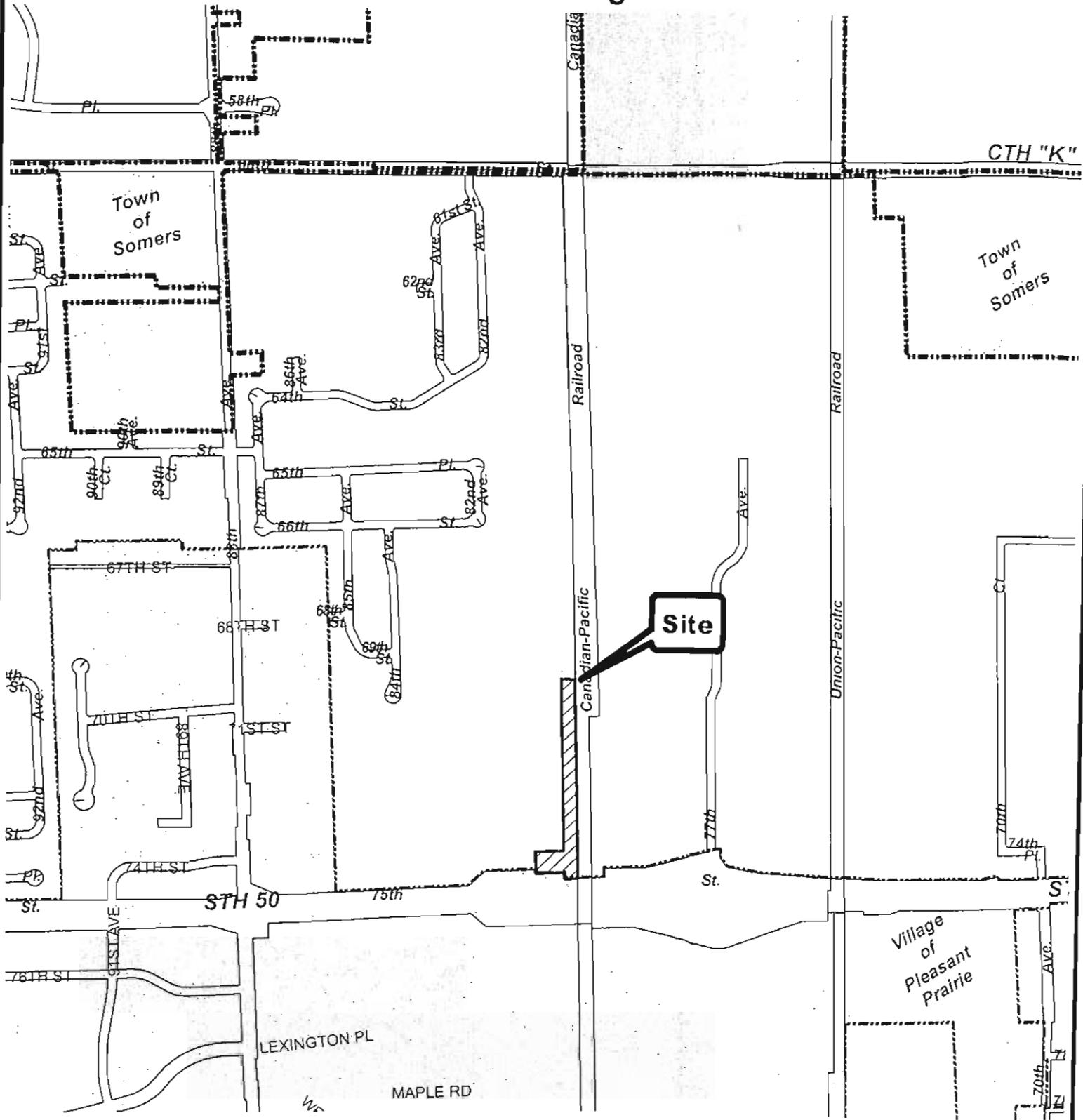
Additional comments are expected once additional details are added to the plan.

viii. 75th Street, abutting this parcel, is Frontage Road connection to STH 50 and under WisDOT jurisdiction. The City requires four (4") inch thick sidewalk and paved eight (8") inch thick concrete driveway approach with eight (8") inch thick sidewalk abutting the driveway.

- c. The following items shall be **completed** no later than four (4) weeks after City Staff approves the plan items required in 2.b. or eight (8) weeks after the date of approval of the Conditional Use Permit by the Review Authority, whichever is earlier:
- i. A parking lot in front of the office building paved with asphalt or concrete, striped with a minimum of five (5) parking spaces and including an ADA van accessible parking space with a sign noting van accessible. The parking lot shall include parking lot lighting. The parking lot shall comply with all drainage requirements of the City of Kenosha Zoning Ordinance and Code of General Ordinances. A Landscape Plan shall show an interior parkway landscaped area between the parking lot and right-of-way and a Landscape Plan for the entire site shall be submitted which complies with Section 14 of the Zoning Ordinance.
  - ii. Any areas where rubber-wheeled vehicles are stored or used shall be paved. Tracked vehicles may be stored on a gravel surface if shown and approved on the plans.
  - iii. A minimum thirty (30') feet wide paved access road is required along the Easternmost property line.
  - iv. A minimum of thirty (30') feet shall be maintained between materials piles and all access roads between piles shall be paved.
  - v. All piles shall be a minimum of ten (10') feet from the property lines.

/u2/accl/cp/ckays/1CPC/2015/MAY7/Conditions-lorenz.doc

City of Kenosha  
Vicinity Map  
Lorenz Excavating  
Contractor's Storage Yard CUP



----- Municipal Boundary



April 8, 2015

OPERATION PLANS

VARIOUS TYPES OF LOADERS, DUMP TRUCKS, GRINDERS

TRASH IS PICKED UP EVERYDAY AND PUT IN DUMPSTER, DUMPED MONTHLY

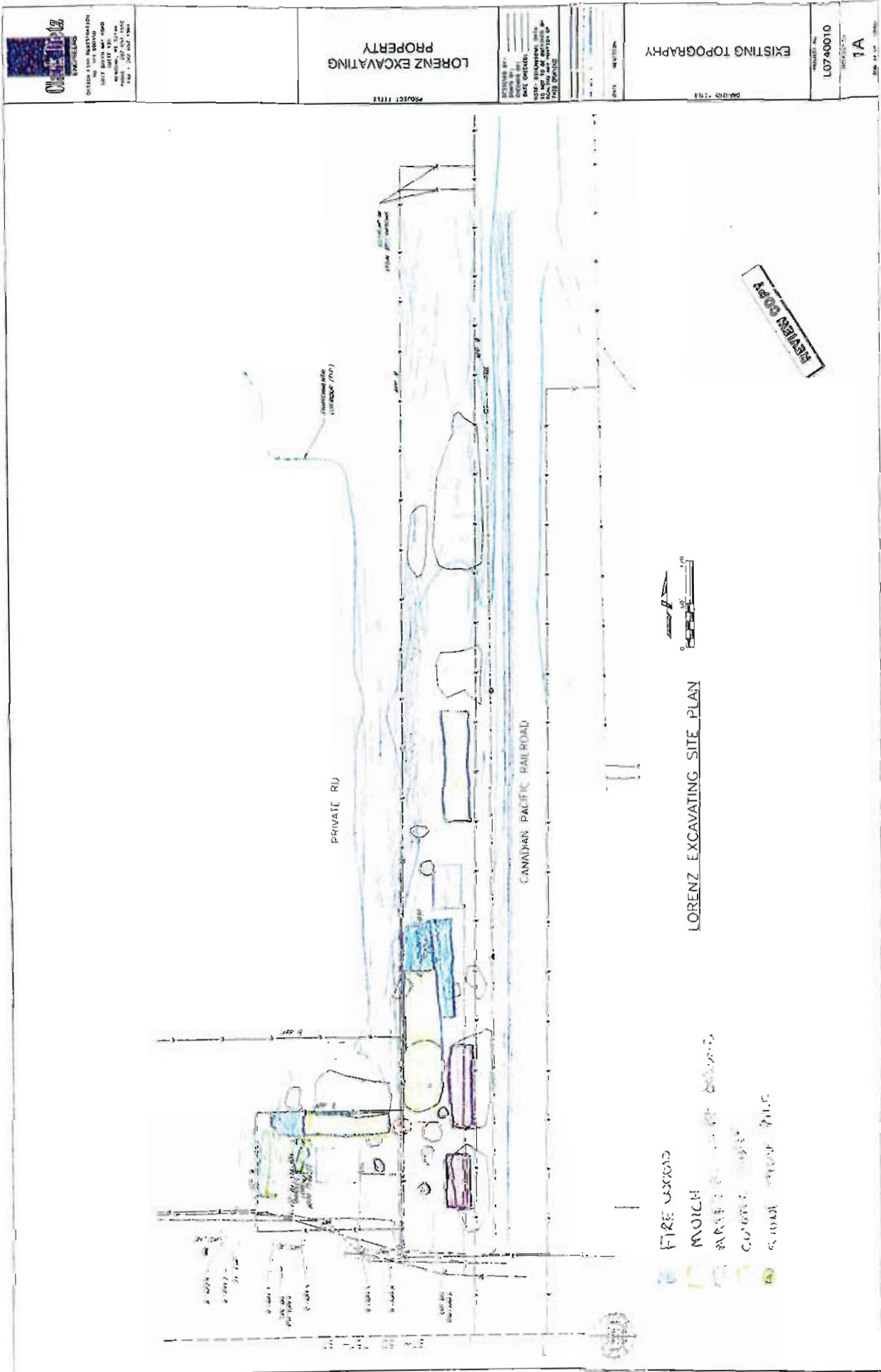
ALL EQUIPMENT HAVE MUFFLERS AND SOUND DEADENING SYSTEMS

EQUIPMENT DUST IS CONTROLLED BY WATER AS NEEDED

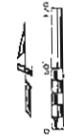
WIND BLOWN MATERIALS ARE NOT PROCESSED WHEN WIND IS A FACTOR

HOURS OF OPERATION 7:00 AM - 5:30 PM

FIRE PROTECTION, FIRE EXTINGUISHERS AND PROPER STORAGE OF ALL FLAMMABLE MATERIALS AS REQUIRED PER FIRE MARSHALL INSPECTORS



REVIEW COPY



LORENZ EXCAVATING SITE PLAN

- FIRE WOOD
- MOUND
- PRIVATE DRIVE
- COURT
- SAND STORAGE PILE

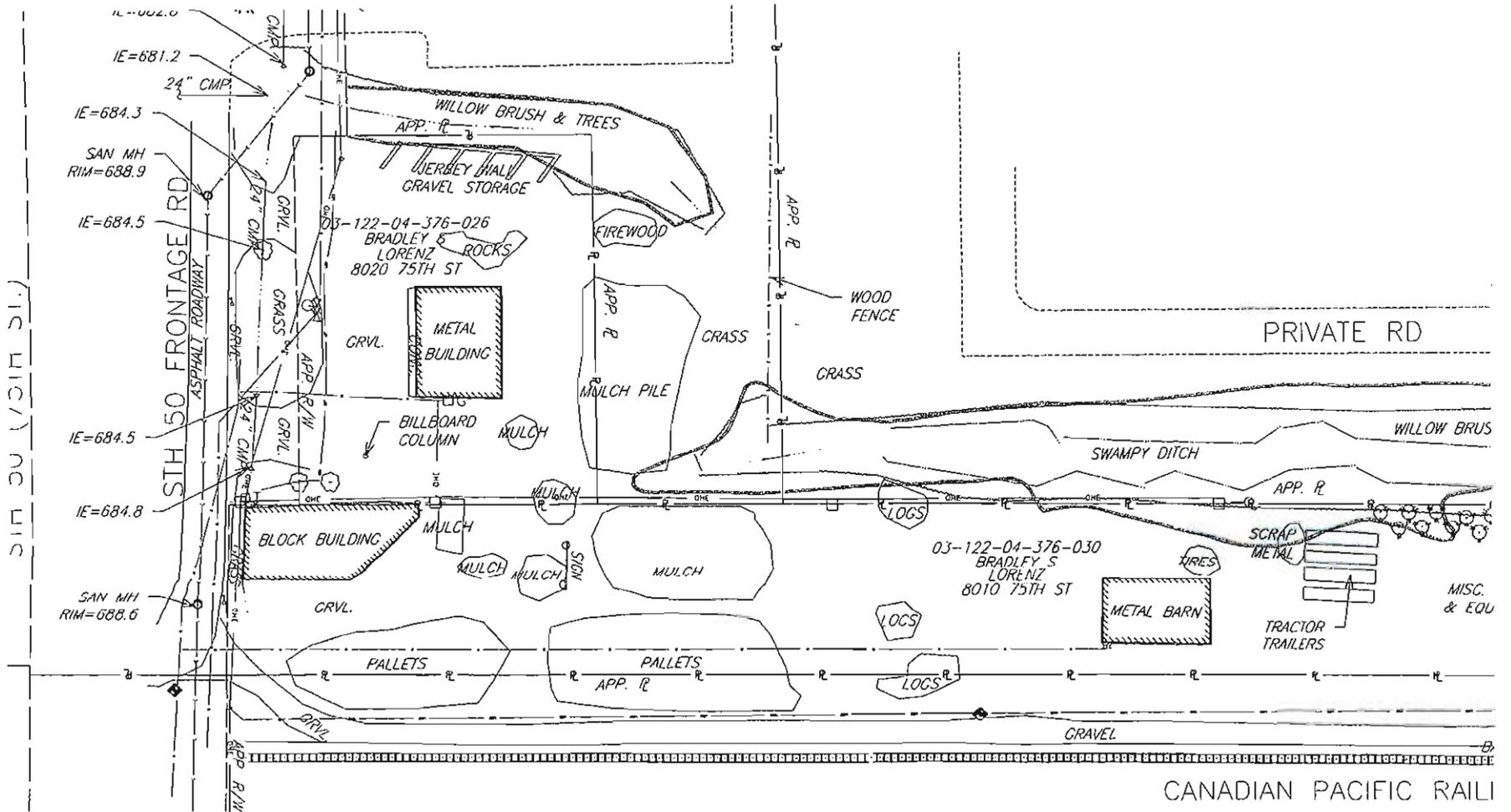

**ENGINEERING**  
 DIVISION OF THE INSTITUTION OF ENGINEERS  
 1000 WEST 10TH AVENUE  
 SUITE 1000  
 VANCOUVER, BC V6H 3K5  
 TEL: 604-273-7800  
 FAX: 604-273-7801

PROJECT TITLE  
**LORENZ EXCAVATING PROPERTY**

DRAWING BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]  
 NOT TO SCALE  
 THIS DRAWING IS THE PROPERTY OF THE INSTITUTION OF ENGINEERS AND SHOULD NOT BE REPRODUCED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE INSTITUTION OF ENGINEERS

DRAWING NO. **EXISTING TOPOGRAPHY**  
 PROJECT NO. **L0740010**  
 SHEET NO. **1A**

*Proposed Plan*



Existing Conditions

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

**MAILING INFORMATION**

**NAME OF PROJECT:** LORENZ EXCAVATING & TOP SOIL INC.

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

<input checked="" type="radio"/> Name and Address of Applicant (Please print): <u>SCADLEY S LORENZ</u> <u>2070 75 ST KENOSHA WI 53142</u>	Phone: <u>OFFICE CELL</u> <u>(262-697-0359) 262-620-0097</u> Fax: <u>262-697-9084</u> E-Mail: <u>LORENZ-EXCAVATING@SBC.GLOBE.NET</u>
<input type="radio"/> Name and Address of Architect/Engineer (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<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): \_\_\_\_\_  
 \_\_\_\_\_

**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:  
 M-F 8:00 am - 4:30 pm  
 July 16, 2012 Page 52

Planning & Zoning

Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections

Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
[www.kenosha.org](http://www.kenosha.org)

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

September 30, 2014

Bradley S. Lorenz  
8020 75<sup>th</sup> Street  
Kenosha, WI 53142

Dear Mr. Lorenz:

**SUBJECT: Illegal Occupancy Enforcement Notification - 8010 and 8020 75<sup>th</sup> Street**

It has come to our attention that a new business is in operation at subject property without a valid Business Occupancy Permit and without an approved Conditional Use Permit. A new Business Occupancy Permit is required any time a new building and/or site is occupied for commercial purposes.

This letter serves as notice that you are required to obtain a Business Occupancy Permit no later than **October 8, 2014**. The permit will be subject to a five-times (5X) penalty fee for operating a business without an occupancy permit.

After you apply and pay for an occupancy permit and pass your required inspections on the buildings on the site, you will be allowed to utilize the buildings for business purposes. Use of the yard for piles of landscape materials is a conditional use in the M-2 (Heavy Manufacturing) district. You will need to obtain a Conditional Use Permit (CUP) from the City before you will be allowed to operate in the outside storage yard. Please be advised that the CUP will include requirements such as paving the site, site screening, and operational restrictions regarding material pile heights and items allowed to be stored on the site. The CUP application must be received in our office no later than **October 10, 2014**; or, all of the materials must be removed from the site by that date.

Failure to comply as specified above will result in the assessment of reinspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the reinspection fee starts at \$72.00 and escalates with each reinspection, 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 feel free to contact me at 262.653.4049; or, you may e-mail me at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INSPECTIONS

Handwritten signature of Brian R. Wilke.

Brian R. Wilke  
Development Coordinator

Planning & Zoning  
Community Development  
262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections  
Property Maintenance  
262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140.  
[www.kenosha.org](http://www.kenosha.org)

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

November 21, 2014.

Bradley S. Lorenz  
8020 75<sup>th</sup> Street  
Kenosha, WI 53142

Dear Mr. Lorenz:

**SUBJECT: Conditional Use Permit (CUP) Application - 8010 - 8020 75<sup>th</sup> Street**

This letter is to confirm our discussion held on Wednesday November 19, 2014. I indicated to you that your CUP application was incomplete, as it did not include the required review fee of \$1,300; and, the Site Plan was not to scale and difficult to interpret.

Based on our discussion, a revised CUP application, including the application fee and ten (10) copies of a scaled site plan must be submitted no later than 4:30 pm on Tuesday, December 2, 2014.

Failure to comply as specified above will result in the assessment of reinspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the reinspection fee starts at \$72.00 and escalates with each reinspection, 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 feel free to contact me at 262.653.4049; or, you may e-mail me at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INSPECTIONS

A handwritten signature in black ink, appearing to read "B. R. Wilke".

Brian R. Wilke  
Development Coordinator

BRW:saz

Planning & Zoning

Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections

Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

December 11, 2014

Bradley S. Lorenz  
8020 75<sup>th</sup> Street  
Kenosha, WI 53142

Dear Mr. Lorenz:

**SUBJECT:** Conditional Use Permit (CUP) Application - 8010 - 8020 75<sup>th</sup> Street

The Department of Community Development and Inspections is in receipt of your application for a Conditional Use Permit. The site plan submitted with the application is deficient in several areas and must be corrected before review can be commenced. The following items need to be addressed:

1. The plan must be drawn to a standard engineering scale (i.e. 1" = 20').
2. A drainage plan is required. The plan must include information on the existing grades on the property, as well as proposed grades. Based on items 1 and 2, Staff highly recommends that you hire a professional architect, engineer, and/or surveyor to prepare your plan submittal.
3. The site plan submitted does not show the existing environmental zoning areas, including FW Floodway (floodplain) and C-2 Lowland Resource Conservancy (wetlands). Filling or storing of materials in these areas may be prohibited or restricted based on the zoning. The site plan shall show these environmental areas.
4. The property to the north of your office building is zoned RM-2 (Multi-family Residential District) and is not under your ownership. Therefore, no materials piles shall be shown on the plan for this property; and, if a materials pile exists there today, it must be removed immediately and the area restored to its previous condition. The City will not support a rezoning of the area adjacent to your property, as it will negatively affect the compliance of the apartment complex with the Zoning Ordinance.

5. Staff will be making a recommendation to the Planning Commission that any area used

8010-8020 75<sup>th</sup> Street  
CUP Letter  
Page 2

for vehicle access or materials piles be paved with asphalt or concrete. Aisles shall be maintained between buildings and materials piles at all times for emergency access and shall be shown on the plans. Existing or proposed accesses into the property from the public street shall be shown as well.

A complete application must be re-submitted no later than January 5, 2015.

Failure to submit a revised application by that date will result in the assessment of reinspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the reinspection fee starts at \$72.00 and escalates with each reinspection, 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 feel free to contact me at 262.653.4049; or, you may e-mail me at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INSPECTIONS



Brian R. Wilke  
Development Coordinator

BRW:saz

Zimbra

bwilke@kenosha.org

---

**Notice of non-compliance**

---

**From :** Brian Wilke <bwilke@kenosha.org> Thu, Jan 22, 2015 10:06 AM  
**Subject :** Notice of non-compliance  1 attachment  
**To :** lorenz-excavating@sbcglobal.net  
**Cc :** Jeff Labahn (jlabahn@kenosha.org) <jlabahn@kenosha.org>, Rich Schroeder <rschroeder@kenosha.org>

Mr. Lorenz:

Per our discussion yesterday, please see attached a plan set from the most recent contractor's storage yard approved by the City. This plan set is typical of the type of plans and quality of plans that we require for a complete Conditional Use Permit application.

Since we have issued repeated orders to you to submit a complete application for compliance with the Zoning Ordinance and have yet to receive an acceptable plan, **this email shall serve as notice that if we do not a) receive a fully completed and acceptable plan set in our office or b) get confirmation from a professional plan design firm that plans are being prepared by the close of business on Tuesday January 27, 2015, the City will issue a stop work order on your site. If a stop work order is issued, no employees will be allowed on the site and no business is to be transacted until such time as the stop work order is lifted. If a professional design firm is preparing your plan set, we will need a definitive timeline from them indicating when plans will be completed and submitted.**

I look forward to your prompt attention to this matter.

Brian R. Wilke  
Development Coordinator  
City of Kenosha -  
Dept. of Community Development & Inspections  
625 52nd Street  
Kenosha, WI 53140  
(262)653-4049 Phone



**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
<b>6/10/2015</b>	<b>Vyridiana Rojas</b>		<b>Suspended</b>
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
<b>N160494</b>	<b>4902-14th Ave</b>	<b>El Sarape/La Hacienda</b>	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
<b>9/13/2014</b>	<b>OPERATING W/O LICENSE</b>	<b>GUILTY</b>	<b>Y</b>	<b>5</b>
<b>5/14/2015</b>	<b>OPERATING WHILE SUSPENDED</b>	<b>GUILTY</b>	<b>Y</b>	<b>10</b>
<b>*APPLICANT LISTED A DISORDERLY CONDUCT CHARGE IN 2011</b>				<b>N/A</b>

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

<b>CITY ATTORNEY'S COMMENTS</b>

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

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/19/2015	Jennifer Wasinack		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N160553	1217 Kewanee St., Racine	52nd Quick Shop	3404-52nd Street

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
11/19/2010	LICENSE NOT ON PERSON	GUILTY	N	0
1/19/2012	LICENSE NOT ON PERSON	GUILTY	N	0

<b>CITY ATTORNEY'S RECOMMENDATION</b>		
<b>Offense Demerit Points</b>	<b>0</b>	
<b>Were all offenses listed on the application?</b>	<b>N=20</b>	
<b>TOTAL DEMERIT POINTS</b>	<b>20</b>	

<b>CITY ATTORNEY'S COMMENTS</b>

<b>FINAL RECOMMENDATION</b>
<input checked="" type="checkbox"/> <b>GRANT</b> , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>

**NEW OPERATOR'S (BARTENDER) License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
5/15/2015	Rachel Adams		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N160451	3710 75th Street	Kaiser's	510 57th Street

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
7/26/2014	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	20

<b>CITY ATTORNEY'S RECOMMENDATION</b>		
<b>Offense Demerit Points</b>	<b>20</b>	
<b>Were all offenses listed on the application?</b>	<b>Y</b>	
<b>TOTAL DEMERIT POINTS</b>	<b>20</b>	

<b>CITY ATTORNEY'S COMMENTS</b>

<b>FINAL RECOMMENDATION</b>
<input checked="" type="checkbox"/> <b>GRANT</b> , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>



**NEW OPERATOR'S (BARTENDER) License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/5/2015	Julle Koski		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160462	4521 29th Street	N/A	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/13/2013	LIQ, MINOR LOITER IN TAVERN	GUILTY	Y	15
1/13/2013	LIQ, POSSESS BY UNDERAGE	GUILTY	Y	20

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

<b>CITY ATTORNEY'S COMMENTS</b>

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

**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
6/5/2015	Christopher Fonger		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160465	6507 42nd Avenue	Applebee's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/22/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	
2/22/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	50

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to <input type="text" value="50"/> Demerit Points
<input type="checkbox"/>	DEFER, 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

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/15/2015	Bailey Welch		Suspended
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
Not Listed	4304-75th Street	Charcoal Grill	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
4/6/2014	OPERATING WHILE SUSPENDED	GUILTY	N	10
4/21/2014	OPERATING WHILE SUSPENDED	GUILTY	N	20

<b>CITY ATTORNEY'S RECOMMENDATION</b>		
<b>Offense Demerit Points</b>	<b>30</b>	
<b>Were all offenses listed on the application?</b>	<b>N=20</b>	
<b>TOTAL DEMERIT POINTS</b>	<b>50</b>	

<b>CITY ATTORNEY'S COMMENTS</b>

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

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/16/2015	Jorge Viveros		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N160525	1830-27th Ave, #309	Los Taquitos	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
8/7/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
8/7/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	

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

<b>CITY ATTORNEY'S COMMENTS</b>

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

**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
6/5/2015	Martha Macedo		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160461	3619 15th Street, Apt. 2C	BP Gas Station	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/5/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
9/4/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
*APPLICANT ALSO LISTED POSSESSION OF DRUG PARAPHERNALIA -JULY 27, 2011				25

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

CITY ATTORNEY'S COMMENTS

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/10/2015	Elena Mitchell		Valid Oklahoma DL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160472	715-57 <sup>th</sup> Street	Matt's Main Street	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/24/2011	LIQ, POSSESSION BY UNDERAGE	GUILTY	N	20
8/5/2011	LIQ, POSSESSION BY UNDERAGE	GUILTY	N	40

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	60	
Were all offenses listed on the application?	N=20	
<b>TOTAL DEMERIT POINTS</b>	<b>80</b>	

CITY ATTORNEY'S COMMENTS

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

3d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/21/2015	Crystal Coronado		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N151146	1616 71st Street	Meljer	7735 Green Bay Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/22/2012	OPERATING WHILE SUSPENDED	GUILTY	N	10
3/1/2012	OPERATING WHILE SUSPENDED	GUILTY	N	20
3/7/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
9/23/2012	OPERATING WHILE SUSPENDED	GUILTY	N	20
10/11/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
10/20/2011	BAIL JUMPING	GUILTY DUE TO NO CONTEST PLEA	N	40
9/22/2011	BAIL JUMPING	GUILTY DUE TO NO CONTEST PLEA	N	40
8/10/2011	BAIL JUMPING	GUILTY DUE TO NO CONTEST PLEA	N	20
6/20/2011	BATTERY	GUILTY DUE TO NO CONTEST PLEA	N	20
6/20/2011	RESISTING/OBSTRUCTING	GUILTY DUE TO NO CONTEST PLEA	N	25

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	235
Were all offenses listed on the application?	N=20
<b>TOTAL DEMERIT POINTS</b>	<b>255</b>

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) and false application
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Adverse



FILED	<u>5-2-15</u>
INITIALS	<u>RS</u>
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 # N-151146  
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 30<sup>th</sup> day of June, 2016. (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: Coronado First Name: Crystal MI: N  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: F Phone: (2162) 744-86310

Home Address: 11610 71<sup>st</sup> ST Kenosha WI 53143  
CITY STATE ZIP

Email: CrystalC810@gmail.com  
(correspondence will be via email if address is given)

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

Name of Business Where License will be used: None  
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

#### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

- 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:  
10/17/06 Dr/Dom Abuse / 3-02-12 P+P violations / 4/23/04 Lig Possession  
by Underage / 5-25-04 the Shop of 2001 / 1-04-04 no valid DL  
1-04-04 reckless/endanger / 3-03/12 operating while suspended.  
10/11/12 operate M/V without liability insurance / 10/11/12 operating  
while suspended / 10/11/12 Non-registration of Auto.
- 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:  
5/25/04 T&F

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

Yes  No If yes, explain:

When I was on probation

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

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

If yes, state: charge, year, result:

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

Bed Bath & Beyond  
Newly Rose Cafe

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

1116 71st St Kenosha WI  
1712 71st St Kenosha WI  
4303 Apt 202 Tomah WI

**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: Crystal Corrado

Date: May 21, 2015

bartender (operator), page 2





*Adverse*

FILED	<u>6/4</u>
INITIALS	<u>JD</u>
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 # N160458  
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 30<sup>th</sup> day of June, 2017. (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: GLOWICKI First Name: KEVIN MI: M  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: M Phone: 815-900-6620

Home Address: 9021 17TH AVE KENOSHA WI 53143  
CITY STATE ZIP

Email: RGLOW27@HOTMAIL.COM  
(correspondence will be via email if address is given)

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

Name of Business Where License will be used \_\_\_\_\_  
(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:**

DAMAGE TO PROPERTY 2006 1 YR DOC SERVED 61 DAYS CASE CLOSED  
DOMESTIC BATTERY 2013 30 DAYS TIME SERVED CASE CLOSED

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:

2006 SENTENCED TO 1 YR, SERVED 61 DAYS

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

THE CHECK MY WIFE USED TO PAY FOR THE LICENSE BOUNCED.  
DRIVERS LICENSE IS CURRENTLY VALID

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

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

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

ULTRA FOODS MT PROSPECT IL  
SIMPLY SOUND WEDDING DJ'S PALATINE IL

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

9021 17TH AVE KENOSHA WI  
135 PETERSON PKWY CRYSTAL LAKE IL

**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:



Date: 6-4-15

bartender (operator), page 2

1 STATE OF ILLINOIS )  
 ) SS:  
2 COUNTY OF MCHENRY )

3 IN THE TWENTY-SECOND JUDICIAL CIRCUIT  
4 MCHENRY COUNTY, ILLINOIS

5 JESSICA L. SIGMAN, )  
 )  
6 Petitioner, )  
 )  
7 vs. ) No. 13 OP 618  
 )  
8 KEVIN M. GLOWICKI, )  
 )  
9 Respondent. )

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

CORRECTED

ELECTRONICALLY RECORDED Report of  
Proceedings had in the above-entitled cause before  
The Honorable Christopher M. Harmon, Judge of the  
Circuit Court of McHenry County, Illinois, on the 9th  
day of October, 2013, in the McHenry County Government  
Center, Woodstock, Illinois.

APPEARANCES:

MS. JESSICA L. SIGMAN,  
appeared pro se;  
MR. KEVIN M. GLOWICKI,  
appeared pro se.

1 THE COURT: All right. Appearing on page one, line  
2 one, Jessica Sigman versus Kevin Glowicki, 13 OP 618.

3 Good morning. Your names for the record,  
4 please.

5 MS. SIGMAN: Jessica Sigman.

6 MR. GLOWICKI: Kevin Glowicki.

7 THE COURT: Miss Sigman, it's here on your motion  
8 to vacate the order of protection which was entered on,  
9 I believe, October 2nd. After hearing, the Court  
10 entered a two-year plenary order of protection at your  
11 request.

12 Mr. Glowicki, do you have any objection to  
13 conducting a hearing this morning?

14 MR. GLOWICKI: No, Judge.

15 THE COURT: You may argue your motion.

16 MS. SIGMAN: After leaving court last week and  
17 thinking about what was said here and the things that  
18 had happened over the last seven months, I realized  
19 that I haven't been honest. I realize the damage that  
20 I've caused, and I need to make that right.

21 Ultimately, I don't believe that Kevin meant  
22 to hurt me or my daughter during the events described  
23 in the order. I wasn't completely truthful about that  
24 event. It is essentially how Kevin described it last

1 week.

2 I do have an issue with stress management.  
3 It's difficult at times with a special needs child and  
4 that combined with general stress and the hormones of  
5 being pregnant, I started to yell at my daughter. I  
6 was frustrated with her and I slammed my hands down on  
7 the table. At that point Kevin did get up to try and  
8 intervene. I don't believe he was trying to hurt me or  
9 her. The truth is I was unhappy for a lot of reasons  
10 in the relationship. I wanted to get out.

11 Kevin was telling the truth when he said that  
12 the event did happen on September 4th, not on  
13 September 6th. The mark on my arm that I showed the  
14 police, it was not from him grabbing my arm to hurt me  
15 and push me down the hall. It was from playful  
16 wrestling I guess is the best word.

17 I don't know if Kevin wants contact with me.  
18 I would assume not. But I do want to have the option  
19 to have contact. I think that we have a lot we need to  
20 discuss constructively and calmly. Both of us have  
21 done things wrong in our relationship that brought us  
22 to this point, but I don't believe that I or my  
23 daughter are in danger.

24 We've moved out of state. He doesn't have a

1 car to even come see us if he wanted to, but I do want  
2 the option to move forward with both of our lives and  
3 have the option to fix the relationship if we so  
4 choose, if he wants to and if I decide to, without this  
5 hanging over both of our heads.

6 THE COURT: Thank you.

7 Mr. Glowicki, do you have anything you would  
8 like to tell me?

9 MR. GLOWICKI: No, Judge.

10 THE COURT: All right. Under the circumstances --  
11 and how this came about, initially there was an  
12 emergency order of protection. Both parties answered  
13 ready for hearing and the interim order of protection  
14 was entered and subsequently a hearing was had that  
15 took an hour-and-a-half, an hour and  
16 forty-five minutes, where the Court heard testimony,  
17 and I don't think it's any surprise the Court needs the  
18 opportunity to really sit down and think about this.  
19 So I will see you both back here on Wednesday,  
20 October 16th, at 9:00 o'clock and I'll give you my  
21 decision at that time.

22 MS. SIGMAN: Thank you.

23 (Which was and is all of the evidence  
24 offered at the hearing of said cause  
this date.)

1 STATE OF ILLINOIS )  
2 COUNTY OF MCHENRY ) SS:

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

I, Stacey A. Collins, an Official Court Reporter of the 22nd Judicial Circuit of Illinois, do hereby certify the foregoing to be a true and accurate transcription to the best of my ability and based on the quality of the recording of all the proceedings heard on the electronic recording system in the above-entitled cause.



\_\_\_\_\_  
Stacey A. Collins, CSR  
Official Court Reporter  
Date: 06 22 15







**RENEWAL BARTENDER License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/11/2015	Maria Jaimes Estrada		ID Card Only
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R160496	3729-15th St, #1B	La Fogata Mexican Grill	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/12/2011	IMPLIED CONSENT	GUILTY	Y	>1460
2/12/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	
3/24/2013	VIOLATION OF RESTRICTION	GUILTY	Y	10
3/24/2013	OPERATING AFTER REVOCATION	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>20</b>	

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

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/16/2015	Elizabeth Raymer		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
R160527	2607-1st Racine, WI	Brat Stop	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
2/21/2014	LIQ, MINOR LOITERIN TAVERN	GUILTY	Y	15
2/21/2014	LIQ, SELL TO MINOR	GUILTY	Y	25

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

<b>CITY ATTORNEY'S COMMENTS</b>

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

**RENEWAL BARTENDER License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/16/2015	Sonla Rodas		Valid Illinois
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R160529	714 Washington St., Waukegan	Kenosha Gas Stop	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/6/2014	LIQ, SELL TO MINOR	GUILTY	N	25

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

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 Bartender License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/12/2015	Lynn Misicka		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
R110508	6624-43rd Avenue	Captain Mike's	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
9/7/2013	LICENSE VIOLATION - OUTDOOR EXTENSION	GUILTY	Y	20
5/2/2014	LIQ, SELL TO MINOR	DISPO PENDING	Y	25
5/2/2014	LIQ, MINOR LOITER IN TAVERN	DISPO PENDING	Y	15

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

<b>CITY ATTORNEY'S COMMENTS</b>

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/3/2015	Jeffrey McMillian		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R160178	902 15th Ave, Union Grove	Kwik Trip	6200 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/19/2015	BLOOD ALCOHOL CONTENT	GUILTY	N	50
4/19/2015	OPERATING WHILE INTOXICATED	GUILTY	N	

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

CITY ATTORNEY'S COMMENTS

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



**RENEWAL BARTENDER License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/18/2015	Yolanda Herrera-Jaimes		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
R160551	4708-35th Ave, Lower	Los Cantaritos	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/20/2012	OPERATING W/O LICENSE	GUILTY	Y	5
8/18/2012	OPERATING W/O LICENSE	GUILTY	Y	10
7/17/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
9/28/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
9/28/2013	PROHIBITED ALCOHOL CONCENTRATION	GUILTY	Y	
3/24/2014	LICENSE NOT ON PERSON	GUILTY	Y	N/A
5/2/2014	LICENSE NOT ON PERSON	GUILTY	Y	N/A
5/20/2014	OPERATING AFTER REVOCATION	GUILTY	Y	10
1/25/2015	LICENSE NOT ON PERSON	GUILTY	Y	N/A
4/21/2015	OPERATE W/O VALID LICENSE	DISPO PENDING	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	95	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>95</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> <b>GRANT</b> , Subject to <input type="text" value="95"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/16/2015	Amanda Jacquest		Suspended
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
R160526	1001-82nd St, #110	Brat Stop Too	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
6/2/2011	OPERATING AFTER REVOCATION	GUILTY	Y	10
4/16/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
6/11/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
7/18/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
9/25/2012	THEFT/SHOPLIFT \$1-49	GUILTY	Y	10
6/20/2015	PERMIT U/A LOITER	PENDING		15
6/20/2015	SALE TO U/A	PENDING		25

<b>CITY ATTORNEY'S RECOMMENDATION</b>		
<b>Offense Demerit Points</b>	<b>110</b>	
<b>Were all offenses listed on the application?</b>	<b>Y</b>	
<b>TOTAL DEMERIT POINTS</b>	<b>110</b>	

<b>CITY ATTORNEY'S COMMENTS</b>

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

Adverse



FILED	<u>6/16</u>
INITIALS	<u>ADD</u>
ADVERSE/NO ADV	
LP	
CC	
LETTER	

### OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 ~~new~~  renewal

AKX

Beverage Course Completed  
 HOLD for Beverage Course

License # R-160526  
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 30<sup>th</sup> day of June, 11, 2012 (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: JACQUEST First Name: AMANDA MI: L  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender: F Phone: (224) 241-9824

Home Address: 1001 82ND ST. #110 KENO, WI 53143  
CITY STATE ZIP

Email: jacquesta99@gmail.com  
(correspondence will be via email if address is given)

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

Name of Business Where License will be used The Brat Stop Too  
(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:  
09/25/12 - SHOP LIFTING \$1-\$99 - FOUND GUILTY

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:

DUE TO UNPAID TRAFFIC CITATIONS (RESOLVED  
W/ PAYMENT PLAN EFFECTIVE 05/27/15)

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:

PLEASE SEE ATTACHED FOR CITATION LIST

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:

THE BROT STOP TCS 5011 14TH AVE KENOSHA  
RELO'S PLACE 4520 8TH AVE KENOSHA  
THE BROT STOP 12034 75TH ST KENOSHA

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

1001 82ND ST #110 KENOSHA, WI 53143  
5214 10TH ST KENOSHA, WI 53143  
8329 11TH AVE KENOSHA, WI 53143

**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: Abraquest

Date: 6/11/15

bartender (operator), page 2

\*TRAFFIC Citation w/in past 5yrs\*

- \* 6/22/2010 - Reg expired - Found Guilty
- \* 6/2/2011 - speeding - Found Guilty
- 6/2/2011 - OAS - Found Guilty
- 6/2/2011 - operating w/o insurance - Found Guilty
- 4/16/2012 - speeding - Found Guilty
- \* 4/16/2012 - OAS - Found Guilty
- \* 4/16/2012 - seat belt violation - Found Guilty
- \* 6/11/2012 - exceeding speed zones - Found Guilty
- 6/11/2012 - operating MV w/o insur. - Found Guilty
- \* 6/11/2012 - operating while suspended - Found Guilty
- \* 7/18/2012 - exceeding speed zones - Found Guilty
- \* 7/18/2012 - operating MV w/o insurance - Found Guilty
- \* 7/18/2012 - operating while suspended - Found Guilty

All citations w/a \* are pending.

Payment plan in effective

beginning 06/29/2015 (\$30/mo)

Approved by Judge Michael Easton

All other citations have been resolved.

X. Baquest

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
5/28/2015	Melissa Miller		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
R160415	6903-14 Ave	DMZ American Legion	

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
9/4/2012	LICENSE NOT ON PERSON	GUILTY	Y	0
1/21/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	10
*APPLICANT ALSO LISTED AN ATTEMPTED POSSESSION CHARGE IN SEPTEMBER OF 2014 IN LINCOLN COUNTY NEBRASKA AND SERVED 78 DAYS				

<b>CITY ATTORNEY'S RECOMMENDATION</b>		
<b>Offense Demerit Points</b>		
<b>Were all offenses listed on the application?</b>		
<b>TOTAL DEMERIT POINTS</b>		

<b>CITY ATTORNEY'S COMMENTS</b>
DEFER PENDING RECEIPT OF 2014 COURT CHARGING DOCUMENTS FROM NEBRASKA (WOULD CAUSE LICENSE LAPSE)
ALTERNATIVELY, GRANT SUBJECT TO NON RENEWAL REVOCATION

<b>FINAL RECOMMENDATION</b>
<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"/> DEFER or GRANT subject to Non-Renewal Revocation



Adverse

FILED	<u>5-28-15</u>
INITIALS	<u>TS</u>
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 # R160415  
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 30<sup>th</sup> day of June, 2017. (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: Miller First Name: Melissa MI: A  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: F Phone: 262-997-8502

Home Address: 6903 1/2 - 14 Ave LP apt. Kenosha WI 53140  
CITY STATE ZIP

Email: Melwilliams342008@gmail.com  
(correspondence will be via email if address is given)

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

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

#### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

- 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:**  
driving w/o insurance 2014  
driving w/o license suspended due to not paid 2/2015  
driving w/o insurance 2/2015  
paid ticket reinstated DL and payment plan for other
- 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:  
9/2014 attempted possession 78 days Lincoln County Nebraska

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?  
 Yes  No If yes, explain:  
for an unpaid insurance ticket - have paid that ticket  
and reinstated my D.L. 5-7-15

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:  
only what I stated on page one

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:  
DMZ American Legion  
Cigarette outlet 52<sup>nd</sup> St. 35<sup>th</sup> Ave

7. List all addresses at which you have lived in the past five (5) years:  
9626-63 St. Kenosha  
5215-58 Ave #1 Kenosha  
2008-57 St. upper Kenosha

**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: Melissa A Miller Date: 05/28/15

bartender (operator), page 2

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/15/2015	Kenneth Turner		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160026	5922-10th Ave, #205	M&M Taxi	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/17/2012	FAILURE TO WEAR SEATBELT	GUILTY	Y	N/A
8/17/2012	COMPULSORY INSURANCE-NO INSURANCE	GUILTY	Y	N/A
9/18/2012	COMPULSORY INSURANCE-NO INSURANCE	GUILTY	Y	N/A
8/1/2010	D.C./DOM ABUSE D.C./BATTERY GUILTY D.C.	GUILTY	Y	20
3/20/2013	RESIST/OBSTRUCT OFFICER	GUILTY	Y	20
1/29/2014	THEFT SHOPLIFT \$1-49	GUILTY-AMENDED CHARGE	Y	20

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

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

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 15 ;  
ending June 20 16

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

County of Kenosha Aldermanic Dist. No. 11 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>456-102880055507</u>	
Federal Employer Identification Number (FEIN): <u>47-3714421</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.-</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>500.-</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46.-</u>
<b>TOTAL FEE</b>	\$ <u>646.-</u>

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Arandas Restaurant LLC

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

President/Member Member Miriam Swredo Home Address 1429 Blake Ave Post Office & Zip Code 53404

Vice President/Member \_\_\_\_\_

Secretary/Member \_\_\_\_\_

Treasurer/Member \_\_\_\_\_

→ Agent Owner Miriam Swredo 1429 Blake Ave Racine 53404

Directors/Managers \_\_\_\_\_

3. Trade Name ▶ Arandas Restaurant Business Phone Number 262-653-5885

4. Address of Premises ▶ 3029 52nd St Post Office & Zip Code ▶ Kenosha 53144

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 4/2/15 of registration.  Yes  No
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

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

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

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

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

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 266-2776]  Yes  No

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

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 28 day of May, 20 15

My commission expires 12/11/18

Miriam Swredo  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
**CHARDE BEDNAR**  
Notary Public  
State of Wisconsin  
(Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>5/29</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

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

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

1. Applicant Name Arundas Restaurant LLC Business Name Arundas Restaurant

2. Property Information: Address 3029 52nd St Owner Rafael Gutierrez

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

3. Square footage of building 3786 Assessed value of property \$225,300

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$20,000

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

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

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

BEER ~~\$1,500~~ \$3,500

LIQUOR \$1,500

FOOD \$12,000

OTHER (specify) -

TOTAL GROSS MONTHLY REVENUE \$17,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT -- PAGE TWO

Applicant Name Arandas Restaurant LLC Business Name Arandas Restaurant

Property Information: Address 3029 52nd St Owner Rafael Gutierrez

7. Explain how the issuance of this license will benefit the City: Issuance of this license can increase the sales of the business and as a business we also want to give back to the community.

8. Explain why the business will have a substantial positive impact upon the surrounding properties: We are a family oriented business and want to have that impression on everyone who visits us.

9. Explain why the business have a significant, positive influence on the City economy: As a business we want to grow and provide more jobs to people of the City.

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

11. List other factors the Common Council should consider: It is in my great interest to be able to provide this service in my restaurant and I am committed to do it responsibly. I would greatly appreciate if the committee approves these licenses for me.

Applicant's Signature Miriam Sencede

COMMON COUNCIL  
CITY OF KENOSHA, WISCONSIN  
COMMITTEE ON LICENSES/PERMITS

In The Matter Of:

THE CLASS "B" BEER/"CLASS B" LIQUOR  
APPLICATION OF:

ARANDAS RESTAURANT, LLC,  
Miriam Saucedo, Agent  
3029 – 52<sup>nd</sup> Street  
Kenosha, WI 53144

---

**STIPULATION**

---

WHEREAS, the applicant, Arandas Restaurant, LLC, has a pending application for a Class "B" Beer/"Class B" Liquor License for a business to be located at 3029 - 52<sup>nd</sup> Street, Kenosha, Wisconsin, in the 11<sup>th</sup> Aldermanic district; and

WHEREAS, the applicant has met with the Alderman of the 11<sup>th</sup> district who has expressed the concerns of the district residents regarding the proposed business of the applicant; and

WHEREAS, the applicant desires to be a good neighbor to the district residents and wishes to provide its assurances that the applicant will be responsive to the concerns of district residents.

NOW, THEREFORE, the applicant submits to the Committee on Licenses/Permits and the Common Council, for its consideration, the following stipulation to be considered with and made as an amendment to its pending Class "B" Beer/"Class B" Liquor License application.

1. The primary business of the applicant will be a full service "restaurant" as defined by Wis. Stat. §254.61(5).

2. The business hours will be 10:00 a.m. until 11:00 p.m. daily, with food/beverage services concluding at 10:00 p.m. daily.

3. That service of alcoholic beverages will be done in strict compliance with Wisconsin Statutes Chapter 125.

4. That in the event that on site parking becomes insufficient to service applicant's patrons, applicant will made a good faith effort to secure additional off street parking for its patrons.

5. That all exterior signs/advertising or any signs/advertising which may be viewed from the exterior of the premises will not promote alcoholic beverages.

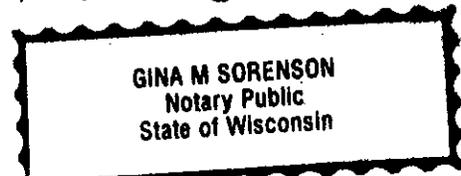
6. That a violation of this stipulation would constitute a basis for discretionary demerit points which could result in disciplinary action pursuant to Chapter 10 of the General Code of Ordinances for the City of Kenosha.

Dated this 26 day of June, 2015.

ARANDAS RESTAURANT, LLC,  
d/b/a ARANDAS RESTAURANT

By: Miriam Saucedo  
Miriam Saucedo, Owner/Agent  
Arandas Restaurant.

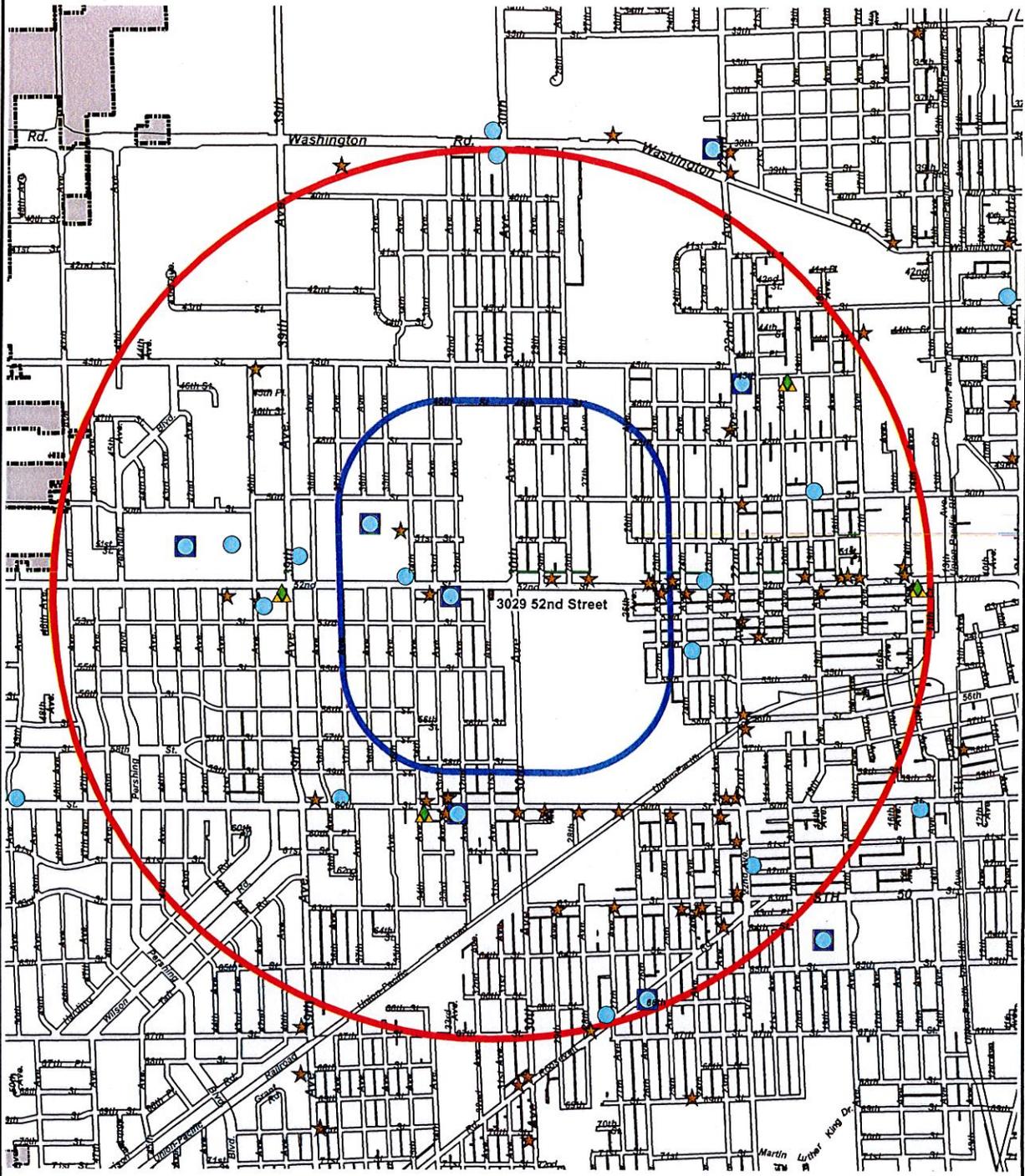
Gina M. Sorenson 6/26/15



my commission expires Oct 4, 2015  
July 16, 2012 Page 104

Class "B" Beer/ "Class B" Liquor application

3029 52nd Street



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

5,280 feet from applicant

5,280 ft. Radius	5,280 ft. Radius				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	17	6	4	47	4
Other Districts	0	0	0	1	0

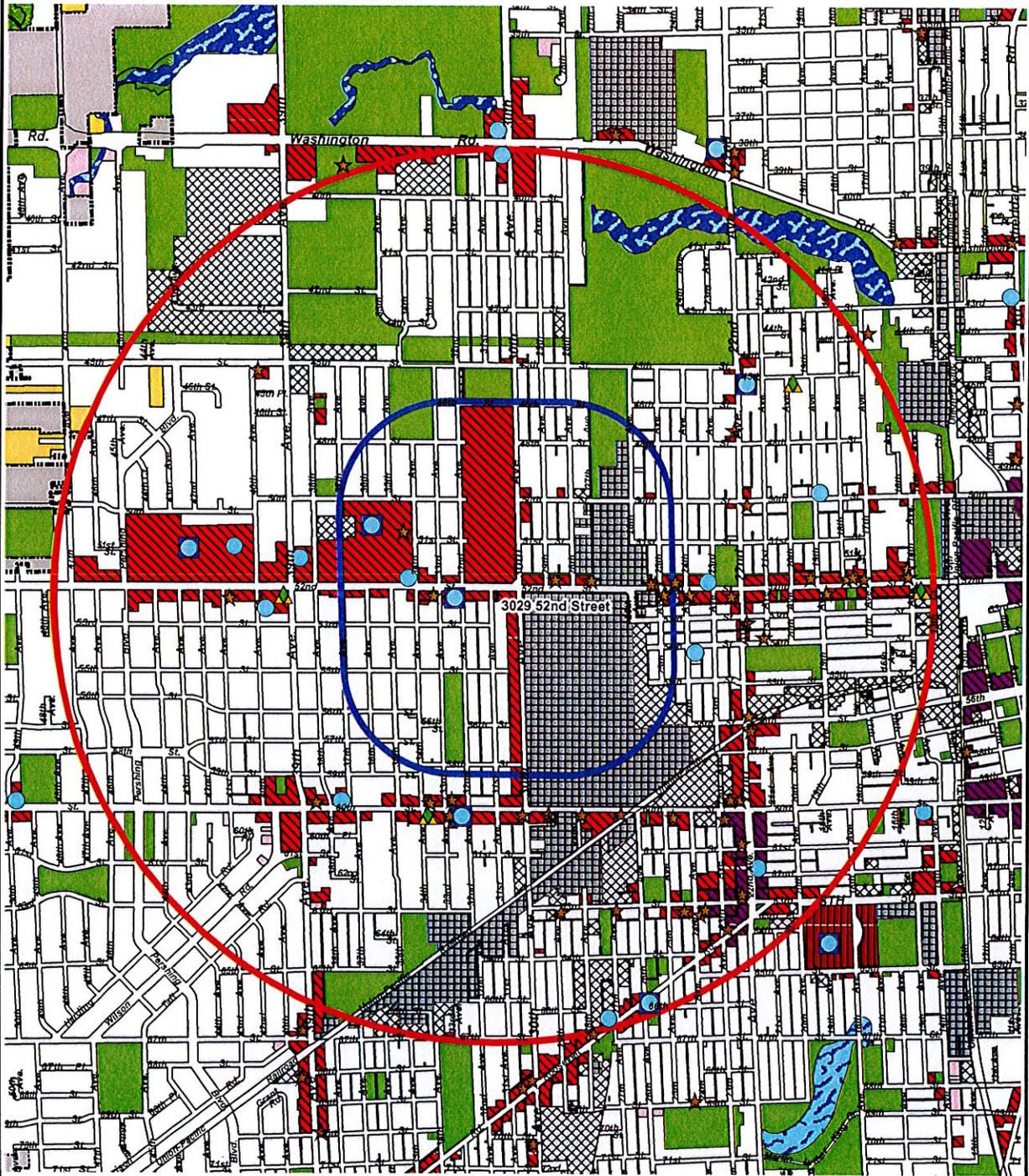
6 blocks from applicant

6 block Radius	6 block Radius				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	3	2	0	8	0
Other Districts	0	0	0	0	0



Class "B" Beer/ "Class B" Liquor application

3029 52nd Street



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

Note: Residential districts are not colored.

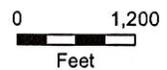
Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 feet from applicant

5,280 ft. Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	2	0
Business Districts	17	6	4	47	4
Other Districts	0	0	0	1	0

— 6 blocks from applicant

6 block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	3	2	0	8	0
Other Districts	0	0	0	0	0





FILED 6-5-15  
 INITIALS JAD  
 ADVERSE/NO ADV (circled)  
 LP 6/29  
 CC 7/6

**TEMPORARY OUTDOOR EXTENSION**  
 of Class "B", "Class B", and/or "Class C" License(s)  
 CITY ORDINANCE §10.075

letter 6/16

Type: 211 Fee: \$ 50.00/app Date(s) of Event: 7/12/15 (Limit 3 days per year)

1. Licensee: THE PORT, LLC - CRAIG PIAS District # 2  
 Note: must be same name as beer/alcohol license

2. Trade Name & Address: PORT OF KENOSHA BEVERAGE HOUSE 714 58<sup>th</sup> ST.

3. Contact Person: CRAIG PIAS Phone: 262.818.5334 Email: PIAS@SBCGLOBAL.NET  
 (correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: CORN ROAST

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

6. Will a fence surround the proposed temporary outdoor area?  yes  no  
 Request for Common Council to waive the fence requirement of Subsection D.3. of the Ordinance.

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

**To be completed by The Community Development & Inspections Department:**

Zoning Classification: B-3 if SFR, choose: Waiver  B1 (institutional),  B2 (restaurant),  B3 (outdoor dining), or  N/A

The outdoor area sought is ±57 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: June 9, 2015



**“WAIVER B”  
WAIVER OF PROHIBITIONS SET FORTH  
IN §10.075 D.1 AND D.3 OF THE CODE OF GENERAL ORDINANCES**

**OUTDOOR EXTENSION**

\_\_\_\_\_  
Licensee Name

\_\_\_\_\_  
Trade Name

\_\_\_\_\_  
Trade Address

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of 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.

\_\_\_\_\_  
Lunch LLC                      4914 7th Avenue    Kenosha, WI 53140

\_\_\_\_\_  
Kenosha Vintage LLC    4918 7th Avenue    Kenosha, WI 53140

\_\_\_\_\_  
Kenosha Vintage LLC    4924 7th Avenue    Kenosha, WI 53140

\_\_\_\_\_  
(Partner/Member)

6/5/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Partner/Member)

\_\_\_\_\_  
Date

Received by Building Inspector Michael Callovi Date June 9, 2015

temporary outdoor extension "waiver b"

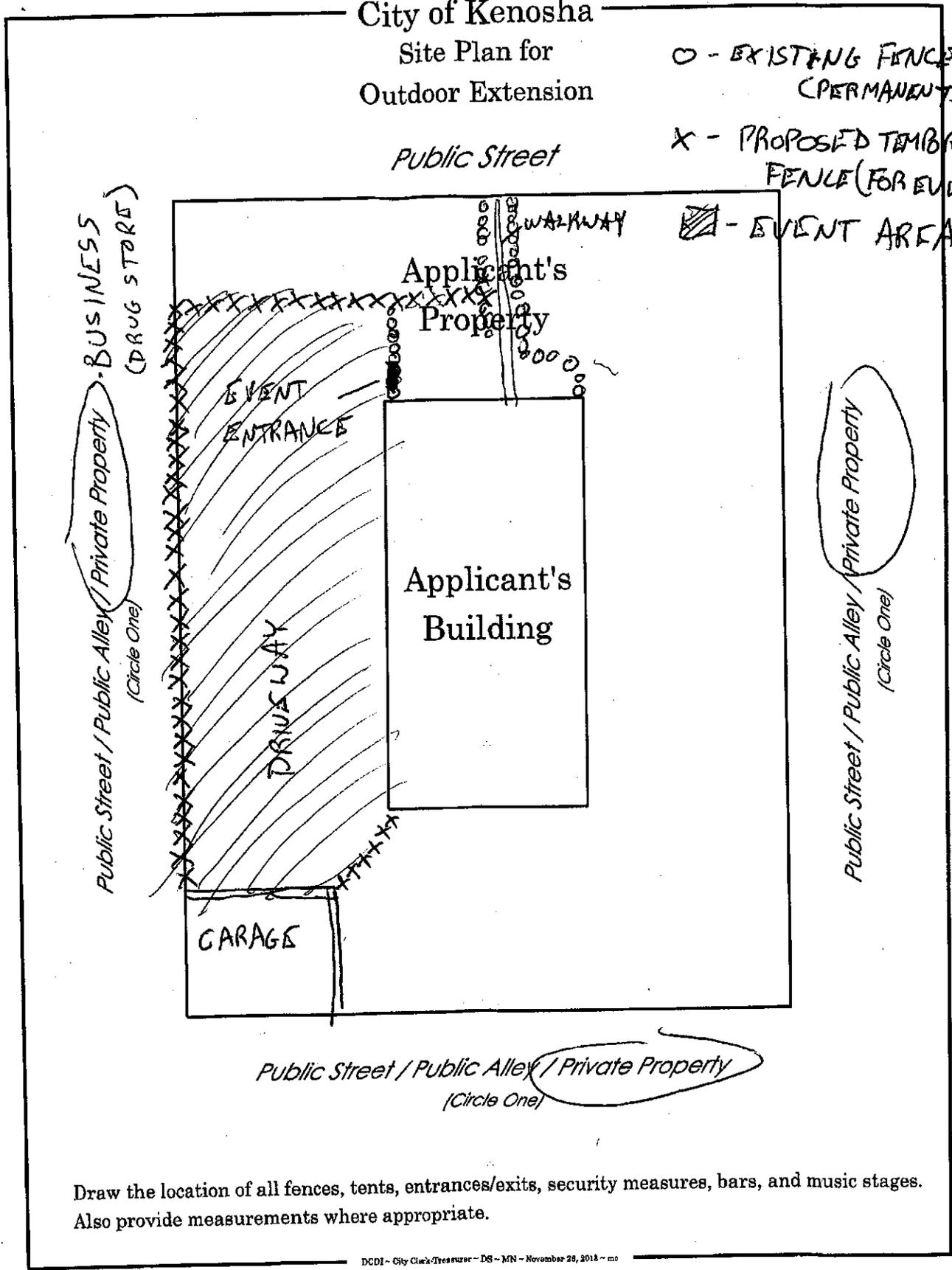
City of Kenosha

Site Plan for  
Outdoor Extension

○ - EXISTING FENCE  
(PERMANENT)

X - PROPOSED TEMPORARY  
FENCE (FOR EVENT)

▨ - EVENT AREA



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





PERMANENT OUTDOOR EXTENSION of Class "B", "Class B", and/or "Class C" License(s) CITY ORDINANCE §10.075

FILED 6/12 INITIALS LM ADVERSE/NO ADV LP 6/29 CC 76 LETTER

Type: 210 Fee: \$ 150.00

1. Licensee: Kenosha Performing Arts Assoc District # 2 Note: must be same name as beer/liquor license

2. Trade Name: Fusion Address: 5014-7th Ave

3. Contact Person: Don Miller Phone: 708-217-803 Email: dondrummer@yahoo.com (correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Food & Drink Acoustic Music

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

6. A fence not less than four (4') feet high and no greater than six (6') feet high is required to surround the outdoor area within the description of the Class "B", "Class B" and/or "Class C" licensed premises. [X] A fence will surround the outdoor area. Complete the Fence Permit Application in Room 100 (CDI) and attach a copy to this application. -OR- applied wk of June 8th [ ] The Common Council may waive the fence requirement where the licensed premises is operated as a RESTAURANT within the meaning of Section 5.3046 A.10 (of the Code of General Ordinances); Complete "Waiver A" Fence Waiver. [ ] attached

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

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 member may sign.)

[Signature] 6-15-15 (Individual/Partner/Member) Date

(Partner/Member) Date

Keno Perf Arts Assoc.

**To be completed by The Community Development & Inspection Department:**

1. Zoning Classification: B-3 if SFR, choose: Waiver  2 (restaurant),  3 (outdoor dining)

2. The outdoor area sought is ±251 ft from any single-family dwelling.

If less than 25ft from single family, choose:

Waiver  1 (institutional),  2 (restaurant),  3 (outdoor dining), or

N/A because the single family dwelling is zoned B-1, B-2, B-3, B-4, or

N/A because the dwelling within twenty-five (25') feet of the outdoor area boundary is occupied by the applicant and/or immediate family and no others (in accordance with 10.075 D.1.b.)

3. 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:**

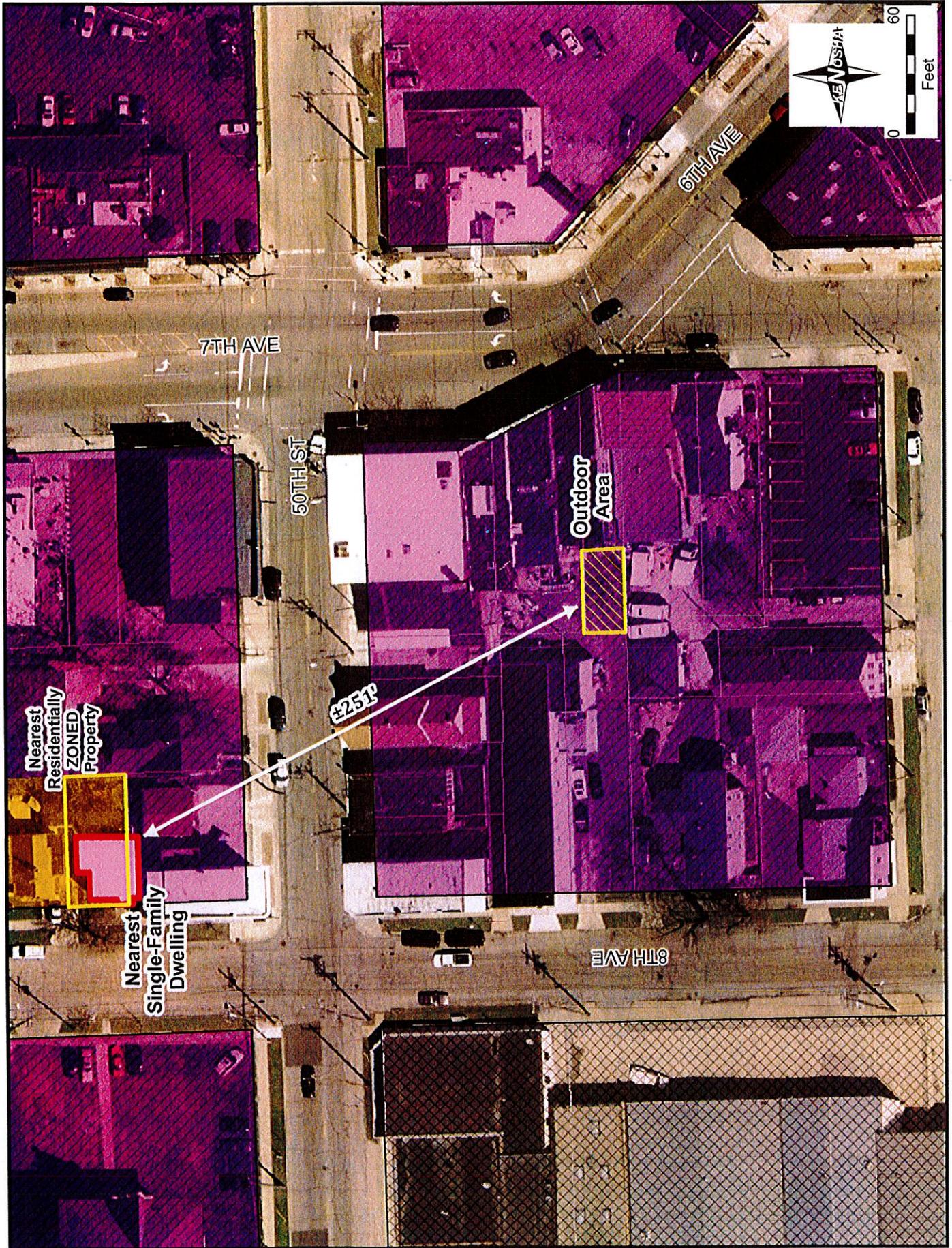
Approve

Deny

CDI Staff Member: \_\_\_\_\_



Date: 16 June, 2015







FILED	<u>6/12</u>
INITIALS	<u>W</u>
ADVERSE/NO ADV	
LP	<u>6/29</u>
CC	<u>7/6</u>

REQUEST TO CHANGE CLOSING HOURS OF  
**OUTDOOR EXTENSION**  
 CITY ORDINANCE §10.075

TO  
12:00 MIDNIGHT TO 8:00 AM

Licensee Name: Kenosha Performing Arts Association  
 Trade Name: Fusion  
 Trade Address: 5014 7th Ave District # 2  
 Contact Person: Don Miller Phone: 708-217-8030 Email: dondrummer@yahoo.com  
(correspondence will be via email if address is given)

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

In making this application, I understand that amplified music or sound shall not be allowed after 10:00pm unless the Outdoor Area's boundaries are greater than seven hundred fifty feet (750) of any residentially zoned property. In accordance with Section 10.076 J.3.f., cabaret licensed activities are prohibited in an Outdoor Dining Area w/Outdoor Extension.

Don Miller 6-12-15  
 (Individual/Partner/Member) Date

\_\_\_\_\_  
 (Partner/Member) Date

Kenosha Performing Arts Assoc.

tax key parcel no.: 12-223-31-184-015

address: 5012-7th Avenue

Plat of Survey of  
**SOUTH 21.5' OF LOT 8 BLOCK 79**  
**ORIGINAL TOWN OF SOUTHPORT**  
 in NE 1/4 Section 31-2-23

CITY OF KENOSHA  
 KENOSHA COUNTY, WIS.

-for-  
 Re/Mass Elix / S. Lisa Work

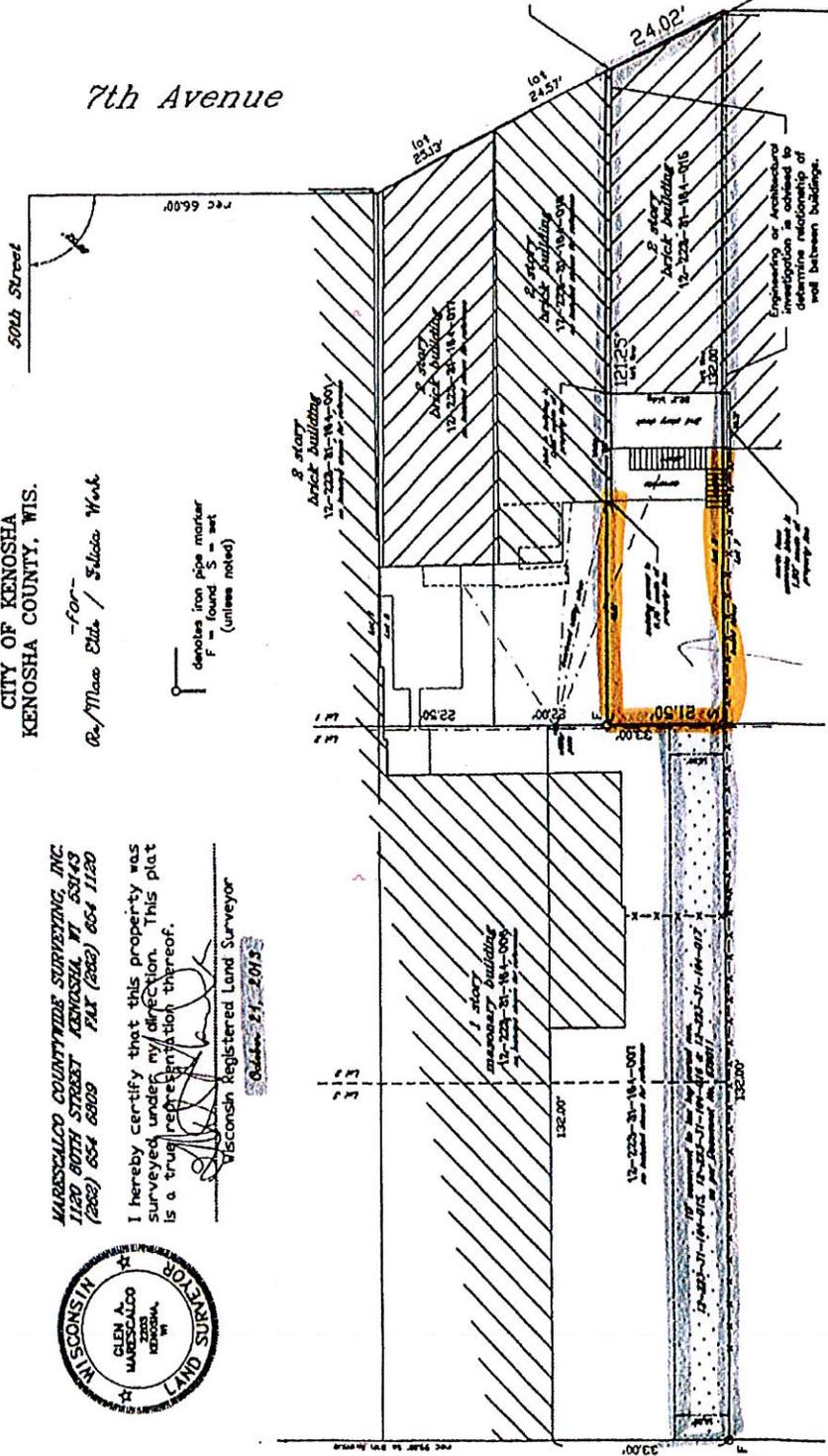
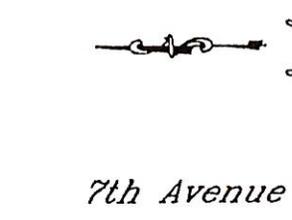
LEGAL DESCRIPTION WAS FURNISHED:  
 Lot 8, Block 79 in the Northeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian; EXCEPTING the North 44 1/2 feet in width of said Lot 8 to be taken off by a line parallel with the South line of said lot) and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

MARSCALLO COUNTYWIDE SURVEYING, INC.  
 1120 BOUTH STREET KENOSHA, WI 53143  
 (262) 654 6809 FAX (262) 654 1120



I hereby certify that this property was surveyed under my direction. This plat is a true representation thereof.

Wisconsin Registered Land Surveyor  
 0412-21-2013



Extension Area

Kenosha Performing  
Arts Assoc.



Adv  
L176/2  
cc 7/4  
letter 4/11

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha Wisconsin June 7 2015  
(Municipality) (Date)

1. Name of agent Brenda Lois

- Yes No
- 2.   Are you of legal drinking age?
- 3.   Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
- 4.   Have you ever been convicted of a federal law violation?
- 5.   Have you ever been convicted of a State law violation?
- 6.   Have you ever been convicted of a Local ordinance violation?
- 7.   Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Brenda Lois  
(Signature of Agent)  
3709 10th Ave Kenosha, WI  
(Address) 53140

SUCCESSOR AGENT

The undersigned appoints Brenda Lois as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Piggly Wiggly Midwest, LLC

Date \_\_\_\_\_ 20\_\_

By Paul Buter  
(Signature of President/Member)

Paul J Buter  
(Signature of Secretary/Member)

I hereby accept appointment as agent for Piggly Wiggly Midwest, LLC and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 5/29 2015

Brenda Lois  
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

Piggly Wiggly Supermarket #4  
2801 14th Pl

WI \_\_\_\_\_ 20\_\_  
(Municipality) (Date)

Stephen Bratsko

\_\_\_\_\_  
(Signature of Official)

District #4

\_\_\_\_\_  
(Title)

Wisconsin Department of Revenue

AT-107a (R. 12-13)

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
6/7/2015	Brenda Lois		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
	3709 10th Avenue	Piggly Wiggly	2801 14th Place

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
<b>*APPLICATION IS ADVERSE DUE TO PREVIOUS AGENT-STEPHEN BRODSKO</b>				
<b>04-02-14 LIQ,SELL TO MINOR-DISMISSED &amp; 10-30-14 LIQ, SELL TO MINOR-DISMISSED</b>				
4/2/2014	SELL TO MINOR		N/A	25
10/30/2014	SELL TO MINOR		N/A	50

<b>CITY ATTORNEY'S RECOMMENDATION</b>	
<b>Offense Demerit Points</b>	75
<b>Were all offenses listed on the application?</b>	
<b>TOTAL DEMERIT POINTS</b>	75

<b>CITY ATTORNEY'S COMMENTS</b>
<b>BUSINESS SUSPENDED 30 DAYS FOR CHAPTER 125 VIOLATIONS</b>

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

E-MAILED JUN - 3 2015



FILED	6/3
INITIALS	mm
ADVERSE	NO ADV
LP	6/29
CC	7/6
LETTER	6/16

**CABARET LICENSE  
DAILY**

Type: 213 Fee: \$50.00/day

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

Date(s) of Event: 7/25/2015 Explanation of Event: wedding - D.J.

1. Licensee Name: Randy Westphal District # 11  
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Chutes & Ladders Pub Trade Address: 3812-609T

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

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

5. Address: 1215-52nd (Home) Phone: 496-2785 Email: Rwestphal@cut.rr.com  
(correspondence will be via email if address is given)

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

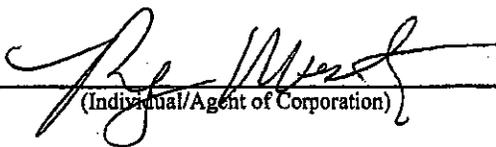
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

City of Kenosha Fire Dept  
\_\_\_\_\_  
\_\_\_\_\_

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

1215-52ave Kenosha WI 10 years  
\_\_\_\_\_  
\_\_\_\_\_

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: 6/3/15  
(Individual/Agent of Corporation)

daily cabaret, page 2



FILED	<u>6/9</u>
INITIALS	<u>dkk</u>
ADVERSE/NO ADV	<u>NO ADV</u>
LP	<u>6/29</u>
CC	<u>7/6</u>
LETTER	<u>6/11/15</u>

**CABARET LICENSE  
PROBATIONARY**

Type: 228 Fee: \$150/6 months

Effective: 7/7/15 To: 1/7/16  
(6 months)

**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: Kenosha Legends, Inc. District # 7  
(NOTE: must be same name as beer/liquor license)

2. Trade Name: CRYSTAL'S Trade Address: 1402 52nd St.

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

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

5. Address: 440 Sheridan Pl Phone: 515-1979 Email: N/A  
(correspondence will be via email if address is given)

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

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

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  
N/A

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:

N/A

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

N/A

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:

N/A

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:

N/A

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:

RUMORS, Kenosha, WI.

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

440 Sheridan Rd. Racine, Wis. Last 4 yrs.  
4206 - 27th St. Kenosha, Wis.

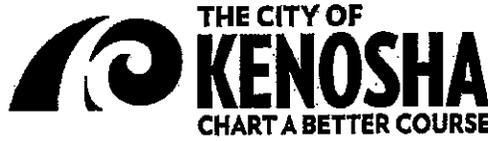
**READ CAREFULLY BEFORE SIGNING:** Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: Cynthia Mardock  
(Individual/Agent of Corporation)

Date: 6-9-15

probationary cabaret, page 2

E-MAILED JUN 11 2015



FILED	6/12
INITIALS	WJ
ADVERSE/NO ADV	(circled)
LP	6/29
CC	7/6
LETTER	6/11/15

### CABARET LICENSE PROBATIONARY

Type: 228 Fee: \$150/6 months

Effective: July 7 To: Jan 7, 2016  
(6 months)

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

- Licensee Name: Frankie D's Vino & Pizzeria, LLC District # 16  
(NOTE: must be same name as beer/liquor license)
- Trade Name: Frankie D's Vino & Pizzeria Trade Address: 6316 52<sup>nd</sup> St. Suite A Kenosha WI
- If license is in the name of a Corporation or LLC, Agent Name: Anthony J. DeBarbo
- Date of Birth of Agent (if Corporation/LLC) or Individual: \_\_\_\_\_
- Address: 1336 38 Ave Kenosha WI 53141 Phone: 262 818 8669 Email: Tony@epicmidwest.com  
(correspondence will be via email if address is given)
- Driver's License Number: \_\_\_\_\_  
(must indicate if this is not a Wisconsin DL)
- Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
\_\_\_\_\_  
\_\_\_\_\_
- Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
\_\_\_\_\_  
\_\_\_\_\_

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:

Berkshire Hathaway Epic Real Estate 6046 39 Ave Kenosha  
Bear Realty 4011 90<sup>th</sup> Street Kenosha

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

1336 38<sup>th</sup> Ave Kenosha

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: \_\_\_\_\_  
(Individual/Agent of Corporation)



FILED 6-11-15  
 INITIALS RS  
 ADVERSE/NO ADV (circled)  
 LP 6/29  
 CC 7/6  
 LETTER 6/14

**CABARET LICENSE  
 YEARLY**

**E-MAILED JUN 11 2015**

Type: 212 Fee: \$300/year Expires: June 30, 2016

**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: Colonos Management District# 9  
 (NOTE: must be same name as beer/liquor license)

2. Trade Name: The Bull's Eye Trade Address: 2717 60th st

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

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

5. Address: 3017 89th st Phone: 262 515 2357 Email: SCOTTCARDINAL@yahoo.com  
 (correspondence will be via email if address is given)

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

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

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time?  Yes  No  
 If yes, state: charge, year, result  
Allow Under Age person to collect LIS premises 2000  
Allow Under Age person to collect LIS premises 2011

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:

\_\_\_\_\_  
\_\_\_\_\_

NOV 21 10 11 AM '15

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:

Norris on Selden Twn  
\_\_\_\_\_  
\_\_\_\_\_

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

3017-89th st.  
\_\_\_\_\_  
\_\_\_\_\_

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

Applicant's Signature:   
(Individual/Agent of Corporation)

Date: 6-11-15

yearly cabaret, page 2



E-MAILED JUN 19 2015

FILED	6/19
INITIALS	mm
ADVERSE/NO ADV	
LP	6/19
CC	7/6

### PUBLIC ENTERTAINMENT LICENSE

emailed letter/

YEARLY Type: 119 Fee: \$300 Expires: 2016  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: Parher & Barrow, LLC District# 2  
(Individual or Corporation/LLC- same as WI Seller's Permit)

2. Trade Name: Parher & Barrow: Custom Tattoo Trade Address: 5712 6th Ave

3. If license is in the name of a Corp. or LLC, Agent Name: Morgan (Alish) Lavey

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

5. Address: 5712 6th Ave Phone: 455-8938 Email: pb.bodysart@gmail.com  
(correspondence will be via email if address is given)

6. Attach an "Applicant's Report of Police Record" for each individual, partner, and corporate member

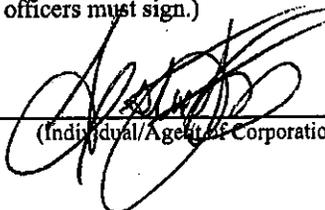
7. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances)  yes  no

8. If you previously held the license applied for, was it ever suspended or revoked?  yes  no  
If yes, explain: n/a

9. Describe in detail the type of entertainment to be provided: Plays (black box theatre)

by local groups/troupes/colleges, local band performances, performance art, + no alcohol.

**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: 06-18-15  
(Individual/Agent of Corporation)

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/16/2015	Elizabeth Raymer		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	2607-1st St, Racine	Brat Stop	

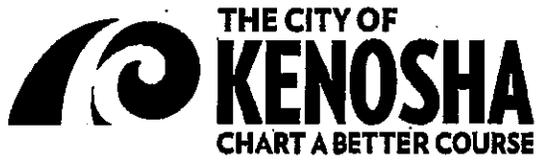
DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/21/2014	LIQ, MINOR LOITER IN TAVERN	GUILTY	Y	25
2/21/2004	LIQ, SELL TO MINOR	GUILTY	Y	25

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

CITY ATTORNEY'S COMMENTS

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

Adverse



FILED	<u>6/16</u>
INITIALS	<u>ER</u>
ADVERSE/NO ADV	
LP	
CC	
LETTER	

### AMUSEMENT & RECREATION ENTERPRISE SUPERVISOR LICENSE

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

Type: 123 Fee: \$25.00/year Expires: May 31, 2016

Original Application  Renewal Application

Name: Elizabeth Raymer Date of Birth: \_\_\_\_\_  
 Address: 2007 1st St Kenosha WI 53104 Phone Number: 312-259-7714 (must be 18 year old)  
 Email Address: \_\_\_\_\_

(correspondence will be via email if address is given)

Business Name of Amusement Enterprise: BBB BOTT STOP District # \_\_\_\_\_  
(where this license will be used)

Please complete and attach an "Applicant's Report of Police Record". Attached?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must ; designated corporate officers must sign.) The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

Elizabeth Raymer June 16, 15  
(Individual/Partner/Member) Date

\_\_\_\_\_  
(Partner/Member) Date





new  
 FILED 5-12-15  
 INITIALS RS  
 ADVERSE/NO ADV  
 LP 5/27  
 CC 61  
 E-MAILED MAY 12 2015

**AMUSEMENT & RECREATION  
 ENTERPRISE SUPERVISOR LICENSE**

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

Type: 123 Fee: \$25.00/year Expires: May 31, 2016

Original Application  Renewal Application

Name: Jeffrey A. Pope Date of Birth: \_\_\_\_\_  
(must be 18 year old)  
 Address: 402 N. LAKE AVE. APT 3 TWIN LAKES WI 53181 Phone Number: 847-702-4637  
 Email Address: pope-jeff@att.net  
(correspondence will be via email if address is given)

Business Name of Amusement Enterprise: BRAT STOP District # 14  
(where this license will be used)

Please complete and attach an "Applicant's Report of Police Record". Attached?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must ; designated corporate officers must sign.) The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

Jeffrey A. Pope 5-8-15  
 (Individual Partner/Member) Date

\_\_\_\_\_  
 (Partner/Member) Date

Thursday, June 4, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

By the City Plan Commission - To Create Subsection 18.02 pp. of the Zoning Ordinance to Amend the Land Use Map for the City of Kenosha: 2035. (Strawberry Creek/FEMA) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** Properties North of State Trunk Highway 50 and East of County Trunk Highway MB

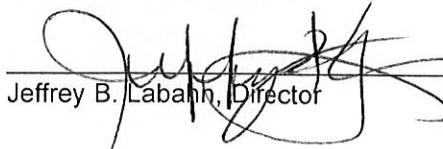
1. The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
2. Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
3. The attached Zoning Ordinance references Map C2-15, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan.
4. The Amendment will change the land use designation for the referenced properties by adding or removing existing Floodplain in compliance with the Letter of Map Revision (LOMR) with the effective date of August 21, 2015.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/JUNE4/Staff-zo-1802pp-strawcreek-fema.doc

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: CITY PLAN COMMISSION**

**TO CREATE SUBSECTION 18.02 pp. OF THE ZONING  
ORDINANCE TO AMEND THE LAND USE PLAN MAP  
FOR THE CITY OF KENOSHA: 2035**

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

**Section One:** Subsection 18.02 pp. of the Zoning Ordinance for the City  
of Kenosha, Wisconsin, is hereby created as follows:

**pp.** By map C2-15 on file with the Department of Community Development and  
Inspections.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

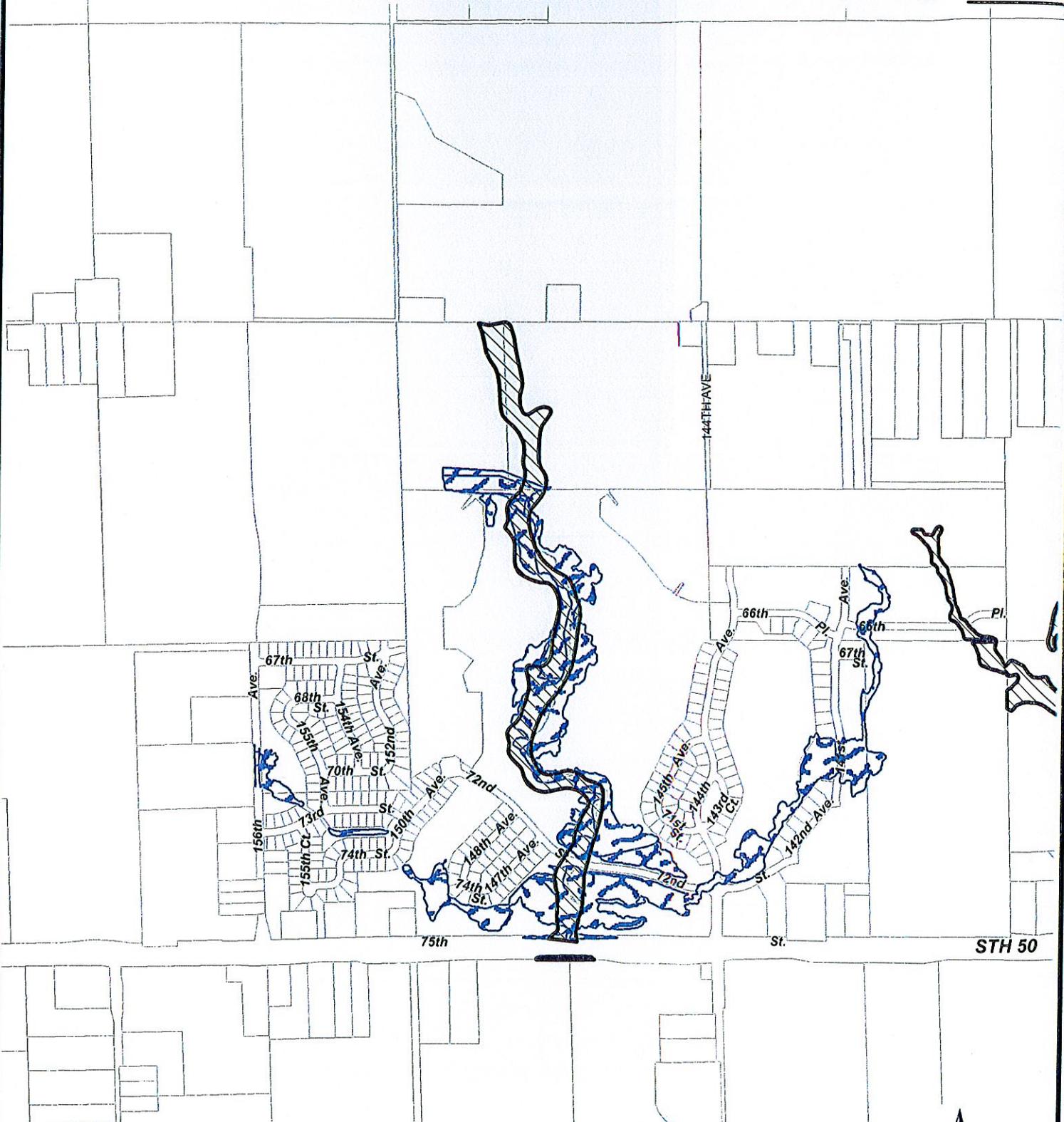
# City of Kenosha

## Comprehensive Plan Amendment

City Plan Commission Petition

Supplement No. C2-15

Ordinance No. \_\_\_\_\_



-  Existing 100-Year Floodplain (Overlay)
-  Proposed 100-Year Floodplain (Overlay)



Thursday, June 4, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

By the City Plan Commission - Rezoning to Remove and/or add Floodway (FW) for various properties North of State Trunk Highway 50 and East of County Trunk Highway MB. (Strawberry Creek/FEMA) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

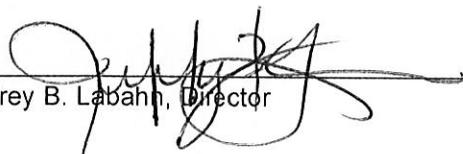
**Site:** Properties North of State Trunk Highway 50 and East of County Trunk Highway MB  
**Neighborhood:** Strawberry Creek Subdivision

1. FEMA originally placed several existing lots within a flood hazard area based on inaccurate information. The City went through a Letter of Map Revision (LOMR) process to have the maps corrected to show the actual Floodplains based on existing conditions. FEMA has approved the LOMR, which will take effect on August 21, 2015.
2. As part of the process, the City needs to amend the Zoning Map to show the floodplain based on the LOMR. According to the LOMR, all but a few of the residential lots are removed completely from the Floodway (FW). The other few lots have a very small portion of the lot in the FW, but no structures are affected.
3. The golf course within the subdivision still has a significant amount of FW zoning.

**RECOMMENDATION:**

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance

  
\_\_\_\_\_  
Brian Wilke, Development Coordinator

  
\_\_\_\_\_  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/JUNE4/Staff-rezone-strawcreek-fema.doc

REZONING ORDINANCE NO. \_\_\_\_\_

BY: CITY PLAN COMMISSION

**REZONING TO REMOVE AND/OR ADD FLOODWAY (FW) FOR  
VARIOUS PROPERTIES NORTH OF STATE TRUNK HIGHWAY 50  
AND EAST OF COUNTY TRUNK HIGHWAY MB. (STRAWBERRY  
CREEK/FEMA) (DISTRICT 16)**

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

**Section One:** That the land shown on the attached Supplement Map No. Z4-15 be, and the same hereby is, zoned and districted as indicated on said map.

**Section Two:** This Ordinance shall be in full force and effect on August 21, 2015, after publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
City Attorney



# Federal Emergency Management Agency

Washington, D.C. 20472

April 6, 2015

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

The Honorable Keith G. Bosman  
Mayor, City of Kenosha  
625 52nd Street  
Kenosha, WI 53140

IN REPLY REFER TO:

Case No.: 14-05-8669P  
Community Name: City Of Kenosha, WI  
Community No.: 550209  
Effective Date of  
This Revision: August 21, 2015

Dear Mayor Bosman:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/business/nfip>.

Sincerely,

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document  
Annotated Flood Insurance Rate Map  
Annotated Flood Insurance Study Report

cc: Mr. Michael Farrell

Ms. Shelly Billingsley, P.E.

Mr. Michael M. Lemens

Mr. Randall Kerkman

Mr. Gary Heinrichs WT/3

Mr. Randall A. Drueck, P.E.



# Federal Emergency Management Agency

Washington, D.C. 20472

## LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City Of Kenosha Kenosha County Wisconsin	NO PROJECT	FLOODWAY HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 550209		
IDENTIFIER	Strawberry Creek Development (Center Creek & Tributaries 4 & 5)	APPROXIMATE LATITUDE & LONGITUDE: 42.568, -87.987 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 55059C0178D DATE: June 19, 2012		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: June 19, 2012 PROFILE(S): 118P, 119P, 120P (NEW) FLOODWAY DATA TABLE: 9 SUMMARY OF DISCHARGES TABLE: 6	

Enclosures reflect changes to flooding sources affected by this revision.

\* FIRM - Flood Insurance Rate Map

### FLOODING SOURCE(S) & REVISED REACH(ES)

See Page 2 for Additional Flooding Sources

Center Creek - From just downstream of State Route 50 to approximately 4,000 feet upstream of 72nd Street

### SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Center Creek	Zone A	Zone AE	YES	YES
	Zone X (unshaded)	Zone X (unshaded)	YES	YES
	No BFEs*	BFEs	YES	NONE
	No Floodway	Floodway	YES	NONE

\* BFEs - Base Flood Elevations

### DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

July 16, 2012 Page 140

102-I-A-C



**Federal Emergency Management Agency**  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

**OTHER FLOODING SOURCES AFFECTED BY THIS REVISION**

**FLOODING SOURCE(S) & REVISED REACH(ES)**

Center Creek Tributary 4 - From confluence with Center Creek to approximately 2,000 feet upstream 142nd Avenue  
Center Creek Tributary 5 - From confluence with Center Creek to approximately 800 feet upstream of 73rd Street

**SUMMARY OF REVISIONS**

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Center Creek Tributary 4	Zone A	Zone AE	YES	YES
	No Floodway	Floodway	YES	NONE
	No BFEs*	BFEs	YES	NONE
	Zone X (unshaded)	Zone X (unshaded)	YES	YES
Center Creek Tributary 5	Zone A	Zone AE	YES	NONE
	No Floodway	Floodway	YES	NONE
	No BFEs*	BFEs	YES	NONE
	Zone X (unshaded)	Zone X (unshaded)	YES	YES

\* BFEs - Base Flood Elevations

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

102-I-A-C

July 16, 2012 Page 141



Federal Emergency Management Agency  
Washington, D.C. 20472

LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 550595 Name: Village Of Bristol, Wisconsin

AFFECTED MAP PANELS

TYPE: FIRM\* NO.: 55059C0178D DATE: June 19, 2012

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

DATE OF EFFECTIVE FLOOD INSURANCE STUDY: June 19, 2012  
PROFILE(S): 119P (NEW)  
FLOODWAY DATA TABLE: 9  
SUMMARY OF DISCHARGES TABLE: 6

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

102-I-A-C

July 16, 2012 Page 142



**Federal Emergency Management Agency**  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

**COMMUNITY INFORMATION**

**APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION**

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

**COMMUNITY REMINDERS**

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

102-I-A-C

July 16, 2012 Page 143



Federal Emergency Management Agency  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Christine Stack  
Director, Mitigation Division  
Federal Emergency Management Agency, Region V  
536 South Clark Street, Sixth Floor  
Chicago, IL 60605  
WI:(312) 408-5500

**STATUS OF THE COMMUNITY NFIP MAPS**

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

102-I-A-C

July 16, 2012 Page 144



Federal Emergency Management Agency  
Washington, D.C. 20472

**LETTER OF MAP REVISION  
DETERMINATION DOCUMENT (CONTINUED)**

**PUBLIC NOTIFICATION OF REVISION**

A notice of changes will be published in the Federal Register. This information also will be published in your local newspaper on or about the dates listed below and through FEMA's Flood Hazard Mapping website at [https://www.floodmaps.fema.gov/fhm/Scripts/bfe\\_main.asp](https://www.floodmaps.fema.gov/fhm/Scripts/bfe_main.asp).

**LOCAL NEWSPAPER**

Name: *Kenosha News*

Dates: April 16, 2015 and April 23, 2015

Within 90 days of the second publication in the local newspaper, a citizen may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in black ink, appearing to read "Luis Rodriguez".

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

14-05-8669P

102-I-A-C

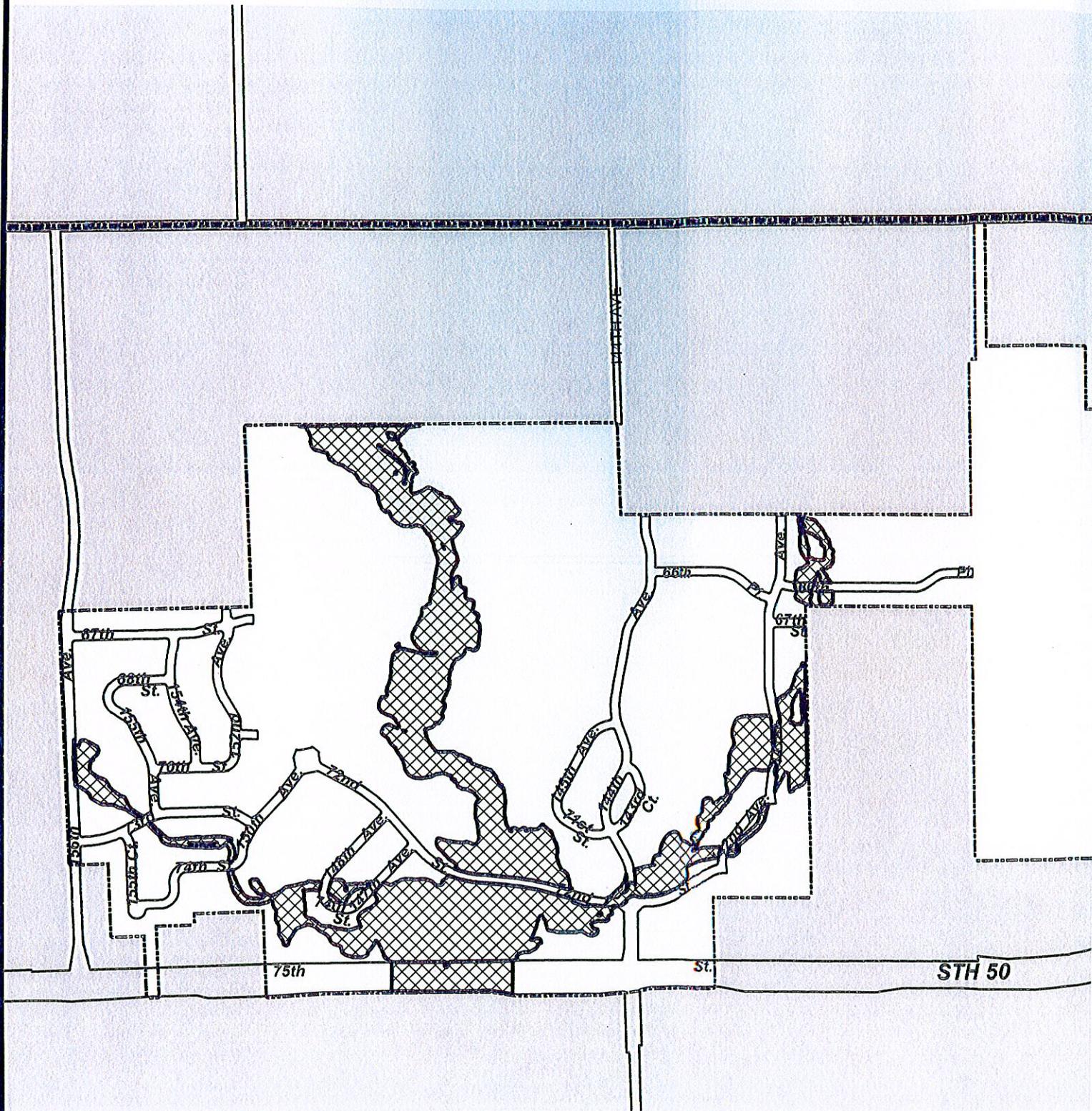
July 16, 2012 Page 145



# City of Kenosha

## Vicinity Map

### City Plan Commission rezoning



Properties requested to be rezoned

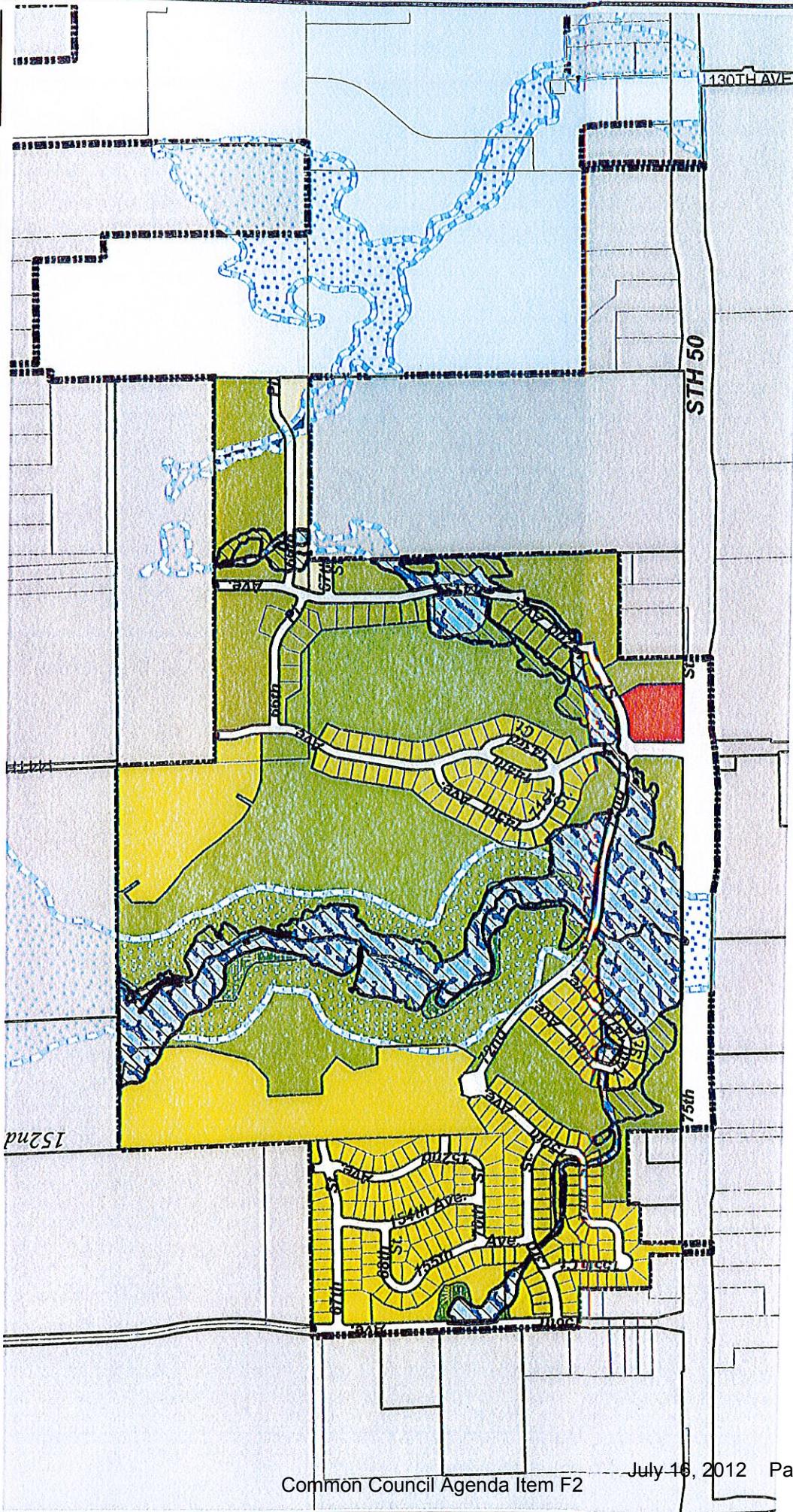


# City of Kenosha

District Map  
Rezoning

Supplement No. Z4-15  
Ordinance No.

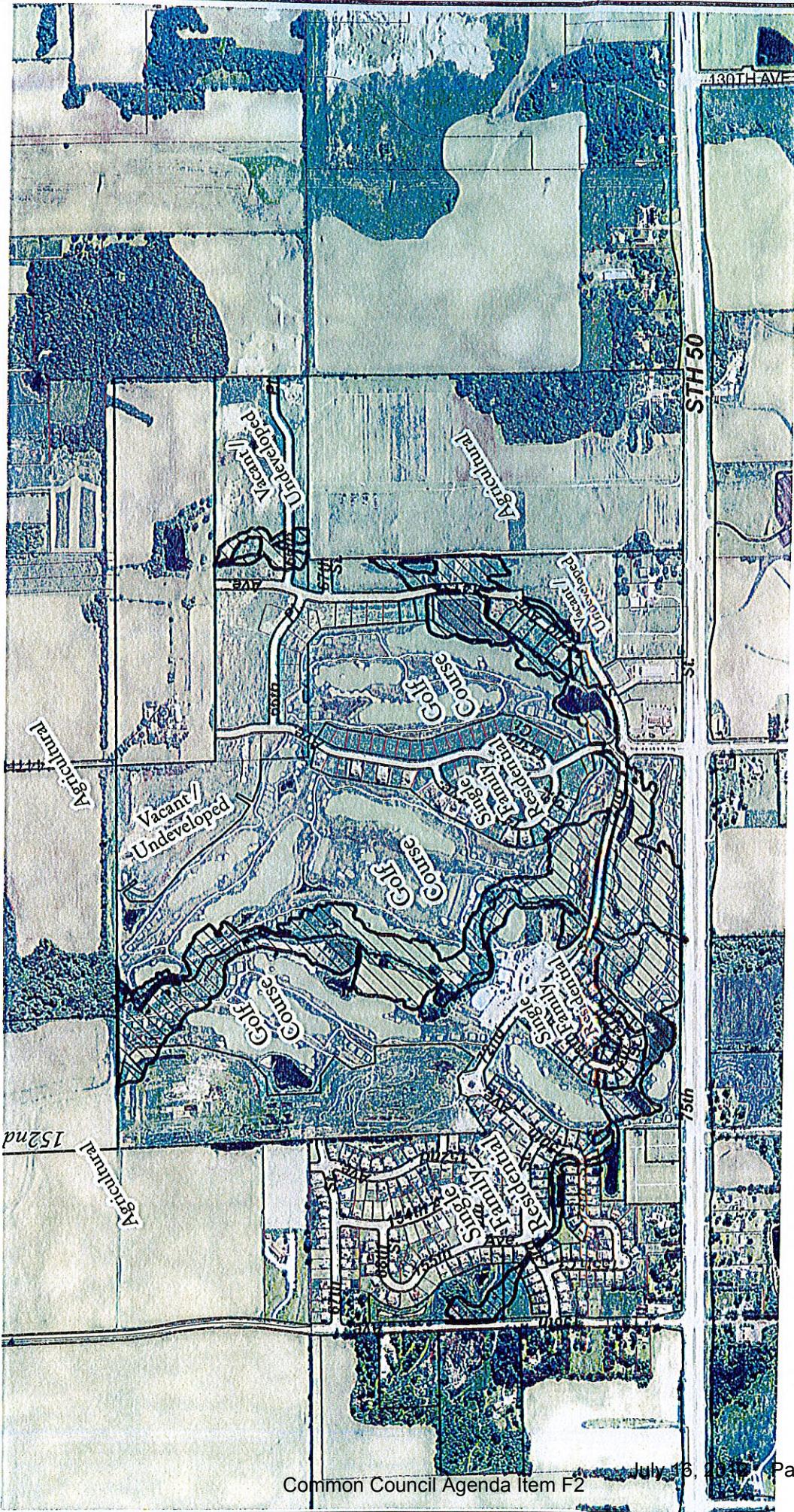
City Plan Commission petition



Properties Requested to be Rezoned

# City of Kenosha

## Land Use Map City Plan Commission Rezoning



Properties Requested to be Rezoned



# City of Kenosha

City Plan Commission petition

District Map  
Existing Zoning

Supplement No. Z4-15

Ordinance No. \_\_\_\_\_



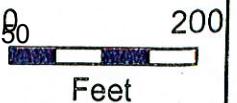
**Properties Requested to be Rezoned**

**From**

-  A-2 Agricultural Land Holding
-  C-2 Lowland Conservancy
-  GFP - General Floodplain
-  IP - Institutional Park
-  TRD-1 Traditional Single & Two-Family Residential
-  TRD-2 Traditional Multiple-Family Residential

**To**

-  A-2 Agricultural Land Holding
-  C-2 Lowland Conservancy
-  FW - Floodway
-  IP - Institutional Park
-  TRD-1 Traditional Single & Two-Family Residential
-  TRD-2 Traditional Multiple-Family Residential
-  FFO - Flood Fringe Overlay

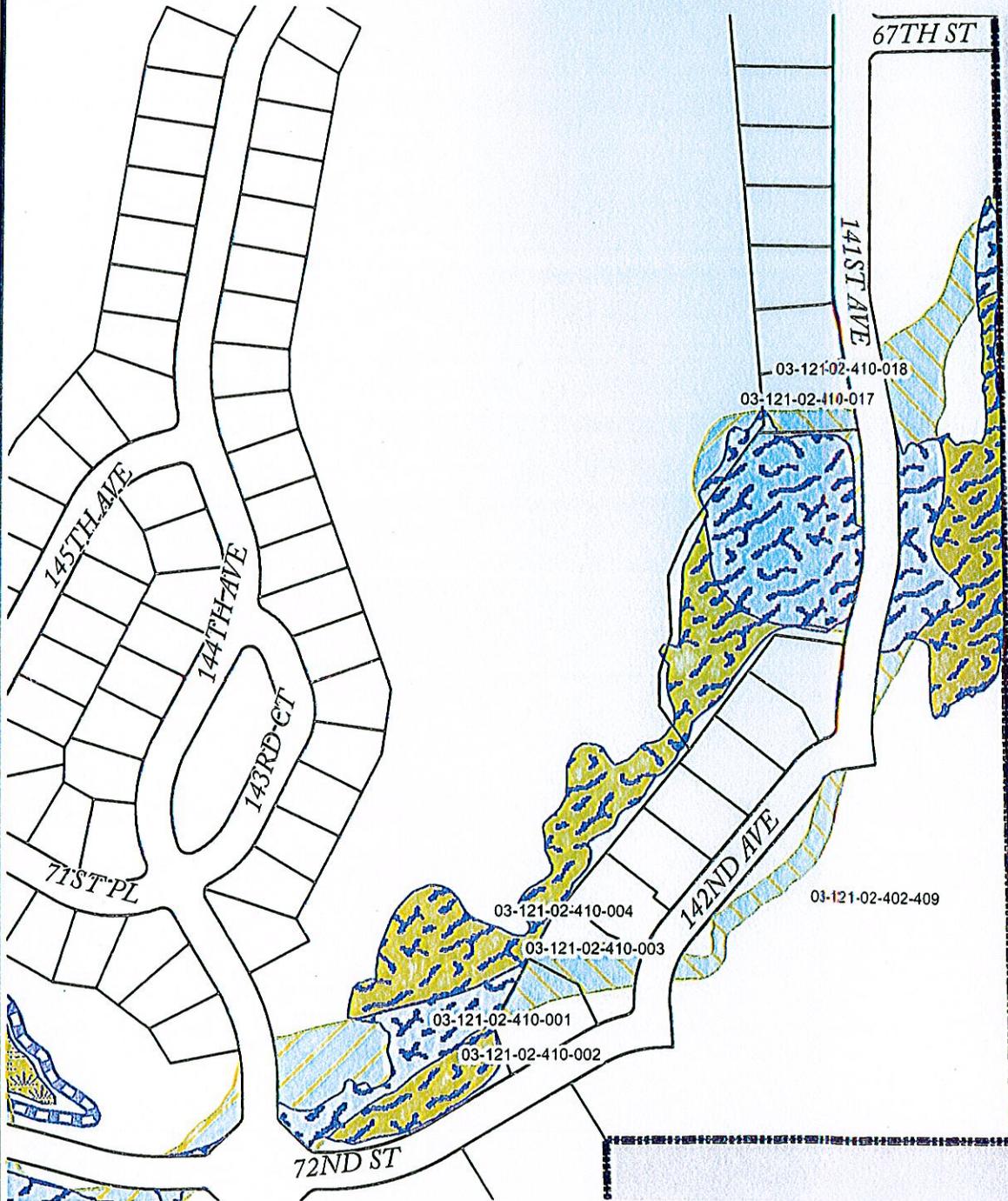


# City of Kenosha

District Map  
Existing Zoning

Supplement No. Z4-15  
Ordinance No. \_\_\_\_\_

City Plan Commission petition



**Properties Requested to be Rezoned**

**From**

-  A-2 Agricultural Land Holding
-  C-2 Lowland Conservancy
-  GFP - General Floodplain
-  IP - Institutional Park
-  TRD-1 Traditional Single & Two-Family Residential
-  TRD-2 Traditional Multiple-Family Residential

**To**

-  A-2 Agricultural Land Holding
-  C-2 Lowland Conservancy
-  FW - Floodway
-  IP - Institutional Park
-  TRD-1 Traditional Single & Two-Family Residential
-  TRD-2 Traditional Multiple-Family Residential
-  FFO - Flood Fringe Overlay



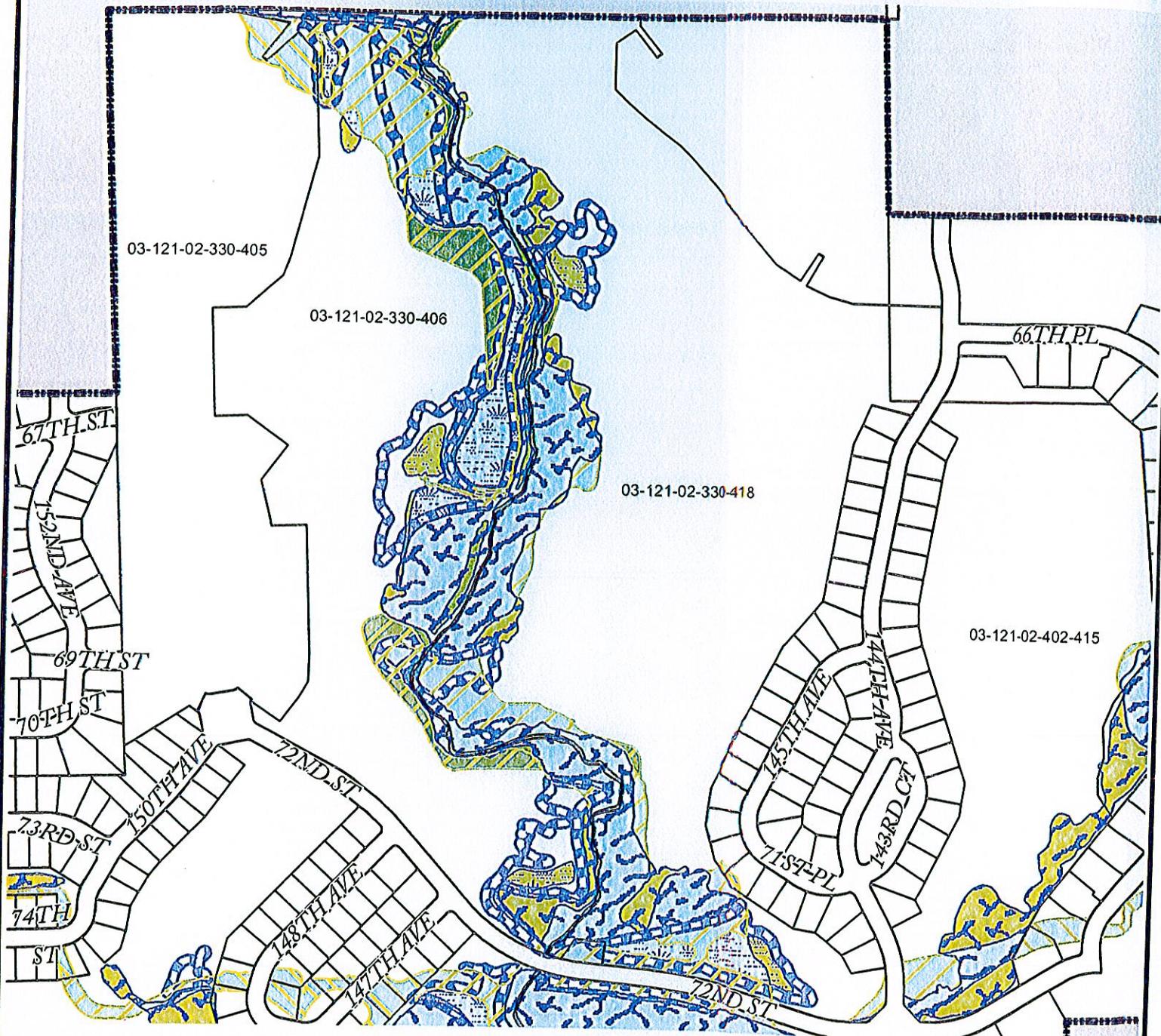
# City of Kenosha

City Plan Commission petition

District Map  
Existing Zoning

Supplement No. Z4-15

Ordinance No. \_\_\_\_\_



**Properties Requested to be Rezoned**

**From**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- GFP - General Floodplain
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential

**To**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- FW - Floodway
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential
- FFO - Flood Fringe Overlay

Common Council Agenda Item F2

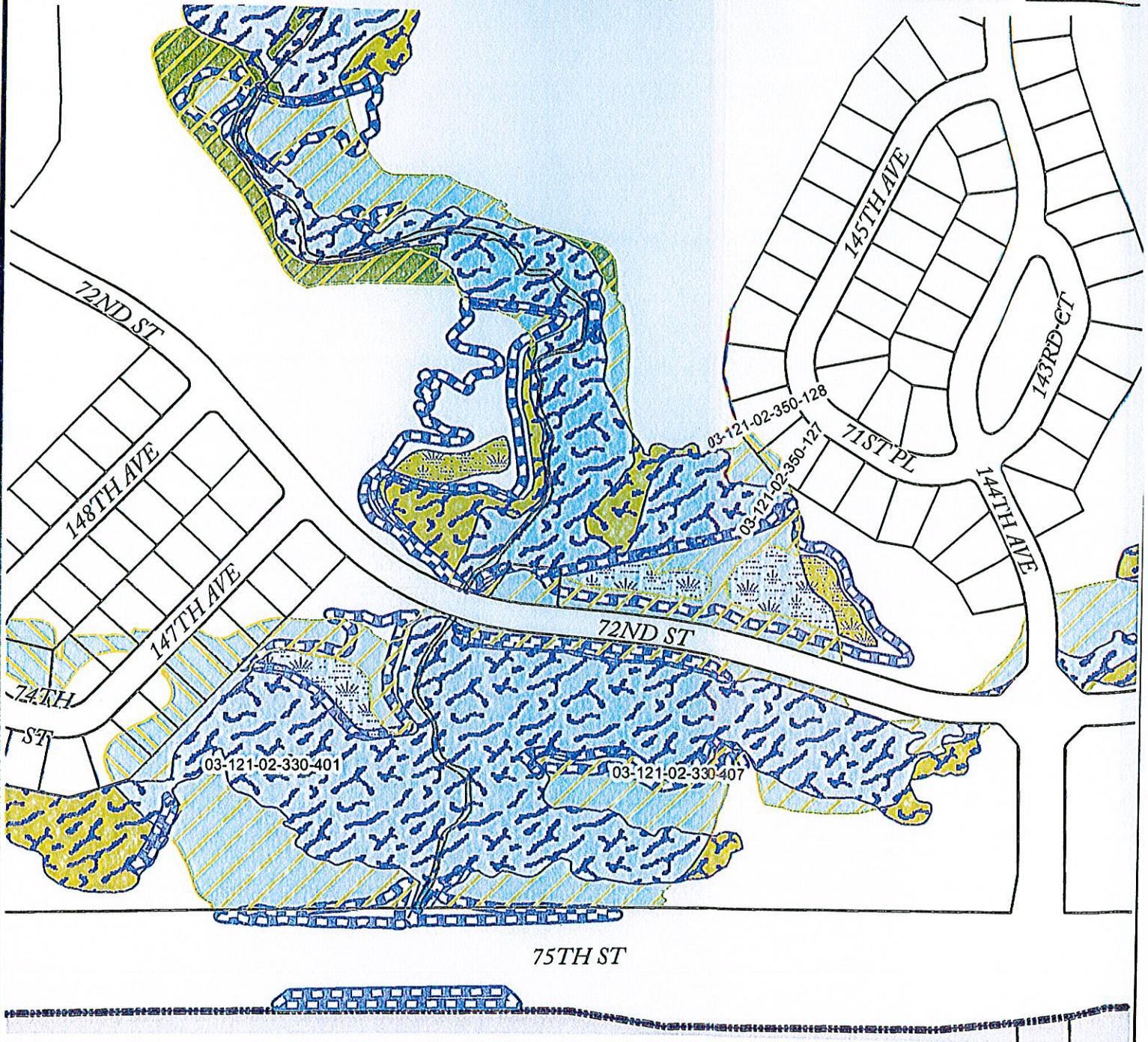


# City of Kenosha

District Map  
Existing Zoning

Supplement No. Z4-15  
Ordinance No. \_\_\_\_\_

City Plan Commission petition



**Properties Requested to be Rezoned**

**From**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- GFP - General Floodplain
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential

**To**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- FW - Floodway
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential
- FFO - Flood Fringe Overlay



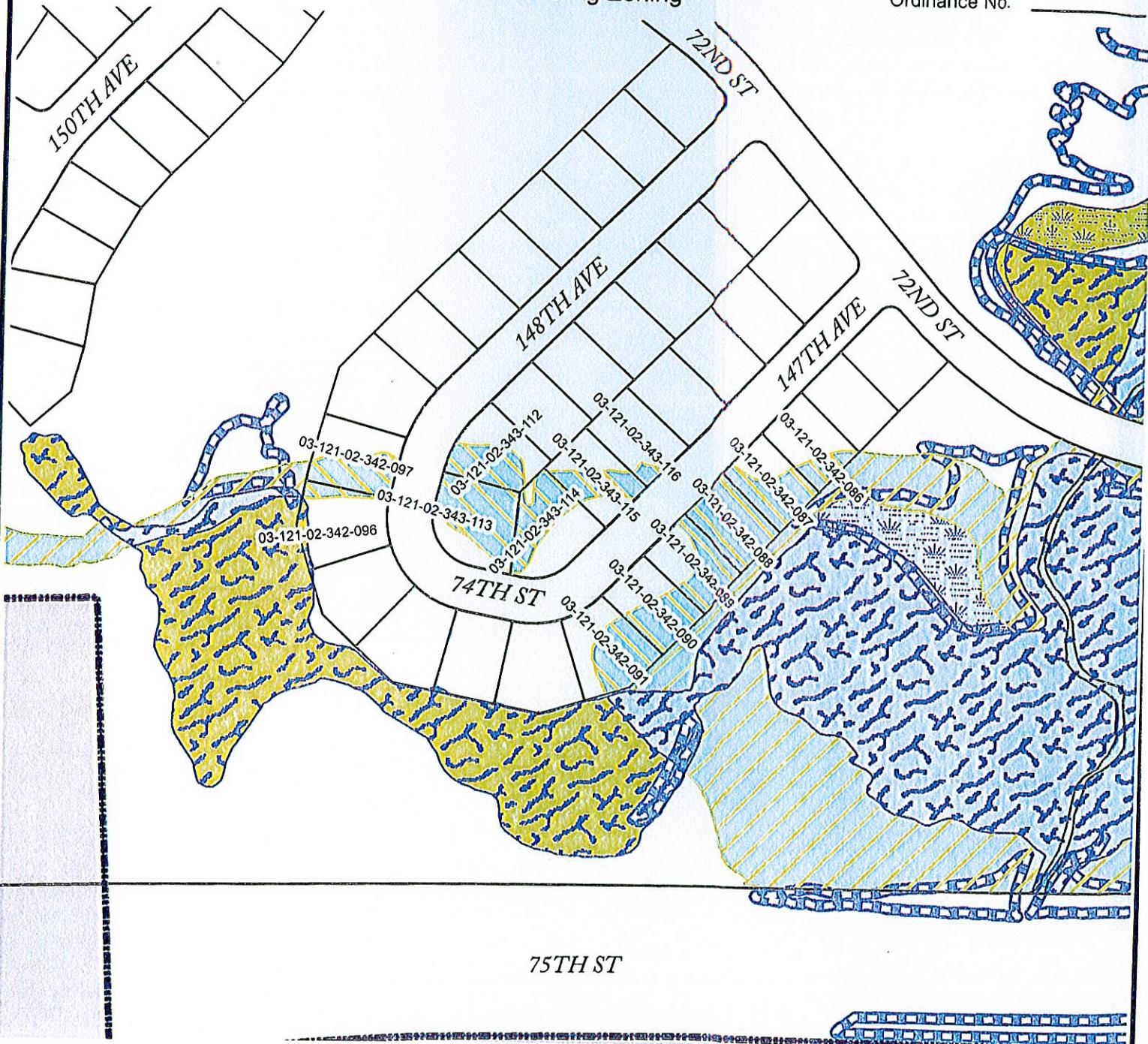
# City of Kenosha

District Map  
Existing Zoning

Supplement No. Z4-15

Ordinance No. \_\_\_\_\_

City Plan Commission petition



**Properties Requested to be Rezoned**

From	To
A-2 Agricultural Land Holding	A-2 Agricultural Land Holding
C-2 Lowland Conservancy	C-2 Lowland Conservancy
GFP - General Floodplain	FW - Floodway
IP - Institutional Park	IP - Institutional Park
TRD-1 Traditional Single & Two-Family Residential	TRD-1 Traditional Single & Two-Family Residential
TRD-2 Traditional Multiple-Family Residential	TRD-2 Traditional Multiple-Family Residential
	FFO - Flood Fringe Overlay



# City of Kenosha

District Map  
Existing Zoning

Supplement No. Z4-15  
Ordinance No. \_\_\_\_\_

City Plan Commission petition



**Properties Requested to be Rezoned**

**From**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- GFP - General Floodplain
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential

**To**

- A-2 Agricultural Land Holding
- C-2 Lowland Conservancy
- FW - Floodway
- IP - Institutional Park
- TRD-1 Traditional Single & Two-Family Residential
- TRD-2 Traditional Multiple-Family Residential
- FFO - Flood Fringe Overlay





May 27, 2015

## NOTICE OF PUBLIC HEARING

### ***Rezoning of properties in and around the Strawberry Creek Subdivision (Strawberry Creek/FEMA)***

The City Plan Commission will hold a public hearing on a Petition initiated by the City Plan Commission to rezone several properties located in and around the Strawberry Creek Subdivision. The proposed rezoning would amend the zoning of several properties by adding and removing FW Floodway District. The rezoning request is to rezone the properties in conformance with the approved Letter of Map Revision (LOMR)

An Amendment to the City's Adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment would change the land use in accordance with the LOMR approved by the Federal Emergency Management Agency (FEMA)

The public hearing will be held at the City Plan Commission meeting as follows:

***City Plan Commission - Thursday, June 4, 2015 at 5:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 202***

You are being notified of these public hearings because, as the owner of property located within 100-feet of a proposed zoning change, you are eligible to file a Protest Petition pursuant to Wisconsin State Statutes. The proposed rezoning *will not* change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning.

The City Plan Commission will make a recommendation to the Common Council on the Zoning Petition. A public hearing with final action on this item is scheduled as follows:

***Common Council - Monday, July 20, 2015 at 7:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 200***

Additional information regarding this petition is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org) or at 262.653.4049.

BW:kas  
Enclosure



May 27, 2015

**NOTICE OF PUBLIC HEARING**

***Rezoning of properties in and around the Strawberry Creek Subdivision  
(Strawberry Creek/FEMA)***

The City Plan Commission will hold a public hearing on a Petition initiated by the City Plan Commission to rezone several properties located in and around the Strawberry Creek Subdivision. The proposed rezoning would amend the zoning of several properties by adding and removing FW Floodway District. The rezoning request is to rezone the properties in conformance with the approved Letter of Map Revision (LOMR)

An Amendment to the City's Adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment would change the land use in accordance with the LOMR approved by the Federal Emergency Management Agency (FEMA)

The public hearing will be held at the City Plan Commission meeting as follows:

***City Plan Commission - Thursday, June 4, 2015 at 5:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 202***

You are being notified of these public hearings as the owner of property affected by the LOMR. The enclosed map identifies the boundaries of the proposed rezoning.

The City Plan Commission will make a recommendation to the Common Council on the Zoning Petition. A public hearing with final action on this item is scheduled as follows:

***Common Council - Monday, July 20, 2015 at 7:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 200***

Additional information regarding this petition is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org) or at 262.653.4049.

BW:kas  
Enclosure

Thursday, June 18, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Zoning Ordinance By the Mayor - To Repeal and Recreate Subparagraph 3.031 F. and 3.032 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Accessory Yard Requirements in the RR-1 Rural Single-Family Residential and RR-2 Suburban Single-Family Residential Districts. PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

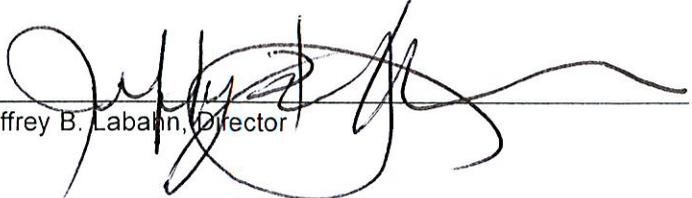
**Site:** City - Wide

1. The Zoning Ordinance currently has yard requirements for the RR-1 Rural Single Family Residential and the RR-2 Suburban Single-Family Residential Districts.
2. The attached Zoning Ordinance would create yard requirements for accessory buildings, structures or uses in those Districts.
3. The Zoning Ordinance currently has similar accessory building, structure or uses yard requirements for other residential districts.

**RECOMMENDATION:**

A recommendation is made to approve the attached Zoning Ordinance Amendment.

  
Pa Phouala Vang, Planner

  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2015/JUNE18/Staff-zo-3031&3032-AccYrdReq.doc

ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE SUBPARAGRAPH 3.031 F. AND 3.032 F.  
OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN  
REGARDING ACCESSORY YARD REQUIREMENTS IN THE RR-1 RURAL SINGLE-  
FAMILY RESIDENTIAL AND RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL  
DISTRICTS**

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

**Section One:** Subparagraph 3.031 F. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**3.031 RR-1 RURAL SINGLE-FAMILY RESIDENTIAL DISTRICT**

**F. Yard Requirements.**

**1. Front Yard.** There shall be a minimum front yard of sixty-five ~~feet~~ **feet** (65') ~~feet~~ from the right-of-way of all Federal, State and County Trunk Highways and thirty ~~feet~~ **feet** (30') ~~feet~~ from all other roads.

**2. Side Yard.** There shall be a minimum side yard of fifteen ~~feet~~ **feet** (15') ~~feet~~ in width on each side of all structures.

**3. Rear Yard.** There shall be a minimum rear yard of twenty-five ~~feet~~ **feet** (25') ~~feet~~.

~~**4. Shore Yard.** There shall be a minimum shore yard of seventy-five (75') feet from the ordinary high water mark of any navigable water.~~

**4. Accessory Buildings, Structures or Uses.**

**a. Accessory Front Yard.** There shall be a minimum accessory front yard of seventy feet (70') measured from the front lot line, or from the setback line of any major street.

**b. Accessory Side Yards.**

**(1) Accessory Interior Side Yards.** There shall be a minimum accessory interior side yard of four feet (4').

**(2) Accessory Street Side Yard.** There shall be a minimum street side yard of twenty feet (20') measured from the street side lot line, or from the setback line of any major street.

**c. Accessory Rear Yard.** There shall be a minimum accessory rear yard of four feet (4') except that where a rear lot line in a RR-1 District fronts on a street and where a side lot line in the RR-1 District abuts or is across an alley from a residential district, the other residential district yard requirement on that street shall apply as the accessory rear yard requirement.

**d. Distance Between Accessory Buildings or Structures and the Principal Building or Structure.**

Accessory buildings or structures shall not be constructed closer than five feet (5') to any principal building or structure on the lot.

**e. Maximum Coverage of Lot with Accessory Buildings or Structures.** Accessory buildings or structures, other than swimming pools, shall not cover any portion of a lot in excess of the area outlined in §3.03 of this Ordinance.

**5. Shore Yard.** There shall be a minimum shore yard of seventy-five feet (75') from the ordinary high water mark of any navigable water.

**Section Two:** Subparagraph 3.032 F. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

**3.032 RR-2 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT**

**F. Yard Requirements.**

**1. Front Yard.** There shall be a minimum front yard of sixty-five ~~feet~~ (65') ~~feet~~ from the right-of-way of all Federal, State and County Trunk Highways and thirty ~~feet~~ (30') ~~feet~~ from all other roads.

**2. Side Yard.** There shall be a minimum side yard of ten ~~feet~~ (10') ~~feet~~ in width on each side of all structures.

**3. Rear Yard.** There shall be a minimum rear yard of twenty-five ~~feet~~ (25') ~~feet~~.

~~**4. Shore Yard.** There shall be a minimum shore yard of seventy-five (75') feet from the ordinary high water mark of any navigable water.~~

**4. Accessory Buildings, Structures or Uses.**

**a. Accessory Front Yard.** There shall be a minimum accessory front yard of seventy feet (70') measured from the front lot line, or from the setback line of any major street.

**b. Accessory Side Yards.**

**(1) Accessory Interior Side Yards.** There shall be a minimum accessory interior side yard of four feet (4').

**(2) Accessory Street Side Yard.** There shall be a minimum street side yard of twenty feet (20') measured from the street side lot line, or from the setback line of any major street.

**c. Accessory Rear Yard.** There shall be a minimum accessory rear yard of four feet (4') except that where a rear lot line in an RR-2 District fronts on a street and where a side lot line in the RR-2 District abuts or is across an alley from a residential district, the other residential district yard requirement on that street shall apply as the accessory rear yard requirement.

**d. Distance Between Accessory Buildings or Structures and the Principal Building or Structure.**

Accessory buildings or structures shall not be constructed closer than five feet (5') to any principal building or structure on the lot.

**e. Maximum Coverage of Lot with Accessory Buildings or Structures.** Accessory buildings or structures, other than swimming pools, shall not cover any portion of a lot in excess of the area outlined in §3.03 of this Ordinance.

**5. Shore Yard.** There shall be a minimum shore yard of seventy-five feet (75') from the ordinary high water mark of any navigable water.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

Version to be considered by PSW on 6/15/15

SPONSOR: THE MAYOR

**TO RENUMBER SECTIONS 9.28 AND 9.29 AND TO CREATE SECTION 9.28 OF THE CODE OF GENERAL ORDINANCES REGARDING STRUCTURAL INTERFERENCE WITH PUBLIC SAFETY RADIO COMMUNICATION**

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

**Section One:** Sections 9.28 and 9.29 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 9.29 and 9.30 respectively.

**Section Two:** Section 9.28 of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby created as follows:

**9.28 STRUCTURAL INTERFERENCE WITH PUBLIC SAFETY RADIO COMMUNICATION**

**A. Definitions.**

**1. Terms.** The following terms for purposes of this section shall have the respective meanings:

**Basement.** Any story where less than half of the height between the floor and ceiling is above the average level of the street, sidewalk or finished grade.

**Code Official.** The Director of the Department of Community Development and Inspections, any successor to the position, or any duly authorized designee of the Director or successor.

**NFPA.** National Fire Code, 2006 Edition, and future amendments thereto as recommended by the National Fire Protection Association (hereinafter referred to as "NFPA (Section Number)") that have been adopted by the City of Kenosha, either directly, or through adoption of state regulations that have adopted the codes.

**Responsible Person.** The owner, operator or manager of any structure or premises, whether they be a person, partnership, corporation, non- stock corporation, limited liability company, limited liability partnership, association, or syndicate.

**2. Terms Defined Elsewhere.** Where terms are not defined in this Code and are defined in other City Ordinances, Codes, or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein in those Codes.

**3. 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.

**B. General.** Except as otherwise provided, no person or organization shall maintain, own, erect or construct any building or structure which is used for commercial, multi-family, or institutional use or any part thereof or cause the same to be done which fails to support adequate radio coverage to public safety service workers, including but not limited to firefighters and police officers. For purposes of this section, adequate radio coverage shall include all of the following:

1. A minimum signal strength of -101 dBm available in 95% of the area of each floor of the building when transmitted from the Public Safety Radio Communications Systems; and
2. A minimum signal strength of -101 dBm received at the Public Safety Radio Communications System when transmitted from 95% of the area of each floor of the building, via portable radio with or without public safety microphone.
3. Channel Performance Criterion (CPC): CPC is the minimum performance level in a faded channel, per TSB-88, clause 4.2. TSB-88 is a “Telecommunications Systems Bulletin” published by the TIA, Telecommunications Industry Association. The performance level is rated using “Delivered Audio Quality”. Industry standard DAQ definitions are shown in Table 1.
4. DAQ level of 3 is the minimum performance level which shall be attainable by Public Safety Radio systems in 95% of the area of each floor of a building subject to this chapter.

**Table 1 –Delivered Audio Quality Definitions**

<b>DAQ Delivered Audio Quality</b>	<b>Subjective Performance Description</b>
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repletion due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.5	Speech understandable with repletion only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise / distortion.
4.5	Speech easily understood. Infrequent noise / distortion.
5	Speech easily understood.
5.	The frequency range which must be supported shall be 150.0000-160.0000 MHz, in both digital and analog signals.
6.	The Kenosha Fire and Police Departments may alter necessary frequencies or signal strengths due to changes in technical specification for public safety radio requirements or in the event frequency changes are required by the FCC. Any such frequency changes shall be reported to the Common Council and approved as amendments to this ordinance as soon as is practicable. The Responsible Party shall modify or expand the emergency responder radio coverage system at their expense for the additional frequencies. Prior approval of a

public safety radio coverage system on previous frequencies does not exempt this section.

**C. Testing Procedures.**

**1. Initial Tests.** Upon completion of installation of an emergency responder radio coverage system, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is in accordance with Section B.

**2. Annual Tests.** The Responsible Party will cause to be conducted annual tests. The Responsible Party shall file the report generated in paragraph C.43. with the Code Official each year within thirty (30) days of the testing, but in no event later than April 30. The tests will require:

- a. In-building coverage tests will be conducted to assure compliance with the standards described in Subsections B 1-6.
- b. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
- c. All other active components shall be checked to verify operation within the manufacturer's specifications.

**3. Tester Qualifications.** The tests must be conducted, documented, and signed by a person in possession of a current General Radiotelephone Operator license issued by the United States Federal Communications Commission, or a current technician certification issued by a nationally recognized organization or school, or a certificate issued by the manufacturer of the equipment being installed.

**D. Maintenance.**

**1.** The emergency responder radio coverage system shall be maintained operational at all times in accordance with Subsection B.

**2.** Except as otherwise specified herein, each responsible person or tenant where relevant, as designated herein, shall be responsible for the maintenance required under this Code and subject to penalty for conviction of any violation of this Code.

**E. Amplification Systems Allowed.**

**1.** Buildings and structures which cannot independently support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type-approved signal booster amplifiers as needed.

The installation of equipment as indicated above can not be detrimental to the operation of the Public Safety Radio System.

**2.** In the event that a signal booster is employed it shall meet the following minimum requirements:

- a. be fully encased within a dust resistant case;
- b. be contained in a National Electrical Manufacturer's Association (NEMA) 4-type waterproof cabinet;
- c. battery systems used for the emergency power source shall be contained in a NEMA 4-type waterproof cabinet;

- d. the signal booster system and battery system shall be electrically supervised and monitored by a supervisory service, or shall sound an audible signal at a constantly attended location; and
- e. have FCC certification prior to installation.

**F. Secondary power.**

Emergency responder radio coverage systems shall be provided with an approved secondary source of power conforming to NFPA 72. The secondary power supply shall be capable of operating the emergency responder radio coverage system for a period of at least twenty-four (24) hours. When primary power is lost, the power supply to the emergency responder radio coverage system shall automatically transfer to the secondary power supply.

**G. Field Testing.**

1. Fire Department and Law Enforcement Personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property to conduct field testing to be certain the required level of radio coverage is present.

2. Every Responsible Person shall cooperate with and facilitate Field Testing. Failure by the Responsible Person to cooperate with and facilitate such Field Testing shall be a violation of this Code.

3. No person, whether the Responsible Person or otherwise, may obstruct the Field Testing. Obstruction includes the denial of entrance into the building or structure, or portion of the building or structure, at reasonable times pursuant to reasonable notice.

**H. Exemptions.**

The following buildings are exempt from the requirements of this ordinance:

1. A building containing a wired communication system in accordance with Subsection B that has been permitted by the Code Official to be installed or maintained in lieu of a radio coverage system for buildings. The communications control equipment and portable handsets shall be located inside the building at the main building entrance, or other location approved by the Code Official.

2. Buildings and areas of buildings that have minimum radio coverage signal strength levels within the building in accordance with Subsection B, herein, without the use of a radio coverage system.

3. Buildings meeting all of the following conditions:

- a. there are not more than five stories above grade;
- b. the total building area, including occupiable space created after July 1, 2015, does not exceed 100,000 square feet;
- c. the total basement area does not exceed 5,000 square feet; and
- d. there are no building spaces having a floor level used for human occupancy that are more than 30 feet below the finished floor of the lowest level of exit.

4. One and two family dwellings.

5. In facilities where emergency responder radio coverage is required and such systems,

components or equipment required could have a negative impact on the normal operations of that facility, the Code Official shall have the authority to accept an automatically activated emergency responder radio coverage system.

6. A building that is existing and has been legally occupied prior July 1, 2015, provided, however, that ~~if~~**with the** additional occupiable space ~~was~~ created after July 1, 2015, the building remains exempt under paragraphs H.1 through 4.

**I. Enforcement.**

1. Any person who violates a provision of this Code, shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days. Each day a violation exists, or continues, shall constitute a separate offense.

2. In addition to the forfeitures described above, the City Attorney shall be authorized to seek injunctive relief as appropriate to bring buildings into compliance with this provision.

**Section Three:** This Ordinance shall become effective on **July 1, 2015**, after passage and publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

RESOLUTION NO. \_\_\_\_\_

BY: the Mayor

To Amend the City of Kenosha Capital Improvement Program for 2013 and 2014  
 By Decreasing Line TR13-003 "Streetcar Expansion" in the Amount of \$700,000 and \$7,406,168  
 Respectively in Federal Funding and \$175,000 and \$2,651,542 Respectively in Local Funding and for 2015  
 Creating Lines TR15-004 "Rubber Tire Trolley Repairs" in the Amount of \$45,000; OT15-005 "Solar Traffic  
 Warning Signs in the Amount of \$150,000 and IN15-002 "6<sup>th</sup> Ave. "A" - Library Park – 54<sup>th</sup> Street in the  
 Amount of \$1,200,000 and Increasing Lines IN93-002 "Road Repairs" in the Amount of \$1,231,542 and  
 IN09-002 "Pavement Markings" in the Amount of \$200,000 for a Net Reduction of \$8,106,168 in Federal  
 Funding and a Change of \$0 in Local Funding

WHEREAS, the Kenosha Common Council adopted Res. 87-15 on June 15, 2015 directing City  
 Administration to re-allocate city funds adopted for the Streetcar Expansion project to infrastructure-repair  
 line items; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by  
 the Public Works Committee on July 6, 2015 and the Finance Committee on July 6, 2015;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin  
 that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
TR 13-003	Streetcar Expansion (Federal Funding 2013 & 2014)	\$8,106,168	(\$8,106,168)	\$0
TR 13-003	Streetcar Expansion (Local Funding 2013 & 2014)	\$2,826,542	(\$2,826,542)	\$0
TR 15-004	Rubber Tire Trolley Repairs (Local Funding 2015)	\$0	\$45,000	\$45,000
OT15-005	Solar Traffic Warning Signs (2015)	\$0	\$150,000	\$150,000
IN15-002	6 <sup>th</sup> "A" - Library Park -54 <sup>th</sup> Street (2015)	\$0	\$1,200,000	\$1,200,000
IN09-002	Pavement Markings (2015)	\$0	\$200,000	\$200,000
IN93-002	Road Repairs(2015)	\$1,110,734	\$1,231,542	\$2,342,276

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Approved:

\_\_\_\_\_  
 KEITH G. BOSMAN, MAYOR

\_\_\_\_\_  
 DEBBIE SALAS, CITY CLERK-TREASURER

(Res/CIPTR13-003.7.1.15)

**RESOLUTION NO. \_\_\_\_\_**

**SPONSOR: ALDERMAN DAVID F. BOGDALA  
ALDERMAN G JOHN RUFFOLO  
ALDERMAN STEVE BOSTROM  
ALDERMAN RHONDA JENKINS**

**TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2015 BY DECREASING TR-13-003 “STREETCAR EXPANSION” IN THE AMOUNT OF \$2,651,542 AND TO INCREASE CAPITAL IMPROVEMENT LINE ITEM IN-93-002 “ROADWAY REPAIRS” IN THE AMOUNT OF \$2,611,542 AND TO INCREASE LINE ITEM IN-09-002 “PAVEMENT MARKINGS” IN THE AMOUNT OF \$40,000 FOR A NET CHANGE OF \$0**

**WHEREAS**, the City of Kenosha has a duty to maintain its infrastructure, including all roads, while at the same time being mindful of all citizen’s tax dollars, and

**WHEREAS**, WE Energies has given the City of Kenosha an estimate of \$5.5MM to move utilities during the construction of the proposed north/south streetcar expansion route, and

**WHEREAS**, the City of Kenosha only budgeted a contingency of \$250,000 for the purpose of moving underground utilities and ,

**WHEREAS**, according to the Kenosha News article date June 2, 2015, WE Energies spokesman Brian Manthey stated “the addition of more track and more voltage in the area of those existing, steel, natural gas lines would be a potential risk” and,

**WHEREAS**, during the proposed construction phase, a portion of the roads under construction would be given new parking pavement markings to assist downtown businesses and patrons when visiting downtown Kenosha and,

**WHEREAS**, aldermen have a duty to respond to the needs of citizens in their districts and report and recommend enhancements and improvements in their respective districts, and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council for the City of Kenosha the Capital Improvement Program would be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
TR-93-010	Streetcar Expansion	\$2,651,542	(\$2,651,542)	\$0
IN-93-002	Roadway Repairs	\$1,102,220	\$2,611,542	\$3,713,762
IN-09-002	Pavement Markings	\$58,000	\$40,000	\$98,000

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_ City Clerk  
Debra Salas

APPROVED: \_\_\_\_\_ Mayor  
Keith Bosman

Date: \_\_\_\_\_

Drafted By:  
David F. Bogdala  
17<sup>TH</sup> DISTRICT ALDERMAN  
CITY OF KENOSHA, STATE OF WISCONSIN

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

ITEM: Proposal for a 2014-2016 Collective Bargaining Agreement  
with the ASFCME – Transit

This fiscal note addresses the proposal for AFSCME-Transit (Transit Mechanics)

Contract term is for years 2014 through 2016.

1. ATB raises in 2014=1%, 2015=2%, 2016=2%.

An ATB 1% increase in 2014 including fringes would be \$3,007. This amount was included in the 2014 adopted budget. The cost for 2015 would be \$6,002 including fringes. This amount is included in the 2015 Adopted budget. The cost for 2016 would be \$6,130, assuming 2015 fringe rates. This amount would need to be included in the 2016 budget.

2. Re-establishing "on-call holiday pay" to compensate an employee at double time plus holiday pay.

Currently if a mechanic is called in on a holiday to work an 8 hour day, the mechanic would be paid double time for the 8 hours worked and receive a substitute holiday to be taken in the future at straight time. The re-establishment of on-call holiday pay would result in the same 8 hours at double time plus 8 hours at straight time to be paid for the holiday. If everything else were equal, this would result in no additional cost impact.

3. Seniority

Seniority would be maintained only for purposes of shift, pick, vacation pick, lead mechanic opportunity, and forced overtime. This conforms with present practice and has no fiscal impact.

4. Elimination of longevity

The elimination of longevity would result in a savings of approximately \$756 in 2015, including fringes. For 2016, this item would not be budgeted.

Date Prepared: 6/10/15

Prepared By: SC

Reviewed By: [Signature]



## **2014 - 2016 LABOR AGREEMENT**

**City of Kenosha and Local #71-Transit,  
American Federation of State, County and Municipal Employees  
(AFSCME), AFL-CIO**

**TABLE OF CONTENTS**

**ARTICLES OF AGREEMENT.....1**

**ARTICLE I – RECOGNITION.....1**

1.01 Union Recognition.....1

1.02 Part-Time Employee Representation.....1

**ARTICLE II – MANAGEMENT RIGHTS.....1**

2.01 Management Rights.....1

2.02 Changes in Operation.....2

2.03 Scheduling of Overtime.....2

2.04 Modifications to Job Descriptions.....2

2.05 Discipline and/or Discharge.....2

2.06 Contracted Services.....2

2.07 Work Rules.....2

**ARTICLE III – UNION ACTIVITY AND SECURITY.....2**

3.01 Union Dues.....2

3.02 Seniority List.....3

3.03 Notice of Layoff and Recall.....3

3.04 Time Off for Union Activities.....3

3.05 Union Business.....3

3.06 Union Meetings.....3

3.07 Attendance at Civil Service or Arbitration Hearings.....3

3.08 Union Negotiations.....3

3.09 Inspection Privileges.....3

3.10 Discrimination.....4

3.11 Labor/Management Committee.....4

**ARTICLE IV – SENIORITY.....4**

4.01 Method of Computation.....4

4.02 New Employees.....4

4.03 Full-Time Employee.....4

4.04 Recognition of Seniority.....4

4.05 Layoff and Bumping Procedure.....5

4.06 Loss of Seniority.....5

4.07 Notice of Separation of Employment.....6

4.08 Promotion to Supervisory Status.....6

**ARTICLE V – FILLING VACANCIES.....6**

5.01 Non-Discrimination.....6

5.02 Filling Vacancies.....7

5.03 Notice of Vacancy.....7

5.04 Preference when Filling Vacancies.....7

5.05 Application Procedure.....7

5.06 Examinations.....7

5.07	Notice of Disqualification.....	7
5.08	Probation Period.....	8
5.09	Return to Previous Position.....	8
<b>ARTICLE VI – GRIEVANCE PROCEDURE.....</b>		<b>8</b>
6.01	Grievance Procedure.....	8
6.02	Workplace Safety.....	8
6.03	No Retaliation.....	8
6.04	Steps of the Grievance Procedure.....	8
6.05	Grievance Time Limits.....	10
6.06	Pay during Grievance Process.....	10
<b>ARTICLE VII – LEAVES.....</b>		<b>10</b>
7.01	Authorized Leave.....	10
7.02	Notice of Absence.....	11
7.03	Medical Leave.....	11
7.04	Personal Leave of Absence.....	13
<b>ARTICLE VIII – SICK LEAVE.....</b>		<b>14</b>
8.01	Sick Leave.....	14
8.02	Use of Sick Leave.....	14
8.03	Sick Leave Accumulation.....	14
8.04	Sick Leave Severance Pay.....	15
<b>ARTICLE IX – BEREAVEMENT LEAVE.....</b>		<b>15</b>
9.01	Bereavement Leave.....	15
<b>ARTICLE X – VACATION.....</b>		<b>15</b>
10.01	Vacation Leave.....	15
10.02	Vacation Accumulation Schedule.....	16
10.03	Continuous Service.....	16
10.04	Scheduling Vacation.....	16
10.05	Use of Vacation Leave.....	16
10.06	Pay for Vacation Leave.....	17
<b>ARTICLE XI – HOLIDAYS.....</b>		<b>17</b>
11.01	Holidays.....	17
11.02	Floating Holiday.....	17
11.03	Observed Holiday.....	17
11.04	Holiday Pay Eligibility.....	17
<b>ARTICLE XII – SPECIAL LEAVE OF ABSENSE WITH PAY.....</b>		<b>17</b>
12.01	Special Leave of Absence with Pay.....	17
<b>ARTICLE XIII – MILITARY LEAVE.....</b>		<b>18</b>
13.01	Military Leave.....	18

<b>ARTICLE XIV – COMPENSATORY LEAVE.....</b>	<b>18</b>
14.01 Compensatory Leave.....	18
14.02 Use of Compensatory Leave.....	18
14.03 Compensatory Leave Accumulation Procedure.....	18
<b>ARTICLE XV – PAY FOR TIME WORKED.....</b>	<b>18</b>
15.01 Compensation Plan.....	18
15.02 Step Progression.....	18
15.03 Pay for Time Worked.....	19
15.04 Pay Period.....	19
<b>ARTICLE XVI – OVERTIME, CALL-IN &amp; SPECIAL PAY PROVISIONS.....</b>	<b>19</b>
16.01 Overtime.....	19
16.02 Overtime Provisions.....	19
16.03 Call-In Pay.....	20
16.04 Sunday Pay.....	20
16.05 Holiday Pay.....	20
16.06 Pay for Work in Certain Classifications.....	20
16.07 Special Pay Provisions.....	20
<b>ARTICLE XVII – MEAL AND BREAK PERIODS.....</b>	<b>22</b>
17.01 Meal Period.....	22
17.02 Break Period.....	22
17.03 Restrictions.....	22
17.04 Wash-Up Period.....	22
17.05 Breaks for Nursing Mothers.....	22
<b>ARTICLE XVIII – SAFETY &amp; WORK RULES.....</b>	<b>23</b>
18.01 Safety and Work Rules.....	23
18.02 Drug & Alcohol Free Workplace.....	23
18.03 Reporting Unsafe Conditions or Equipment.....	23
18.04 Reporting Injuries & Accidents.....	23
18.05 Joint Safety Committee.....	23
18.06 Clothing and Personal Protective Equipment.....	23
<b>ARTICLE XIX – WORKER’S COMPENSATION.....</b>	<b>24</b>
19.01 Worker’s Compensation.....	24
<b>ARTICLE XX – WORK WEEK &amp; WORK SCHEDULE.....</b>	<b>24</b>
20.01 Work Week.....	24
20.02 Work Schedule.....	24
20.03 Modification of Work Schedule.....	24
<b>ARTICLE XXI – CLOSING OF A CITY DEPARTMENT OR BUILDING.....</b>	<b>25</b>
21.04 Closing of any City Department or Building.....	25

<b>ARTICLE XXII – EMPLOYMENT BENEFITS.....</b>	<b>25</b>
22.01 Health and Dental Insurance.....	25
22.02 Health Insurance for Retirees.....	26
22.03 Retention of Health Insurance upon Disability Retirement/Separation.....	26
22.04 Health Insurance for City Employees who are married or in a Domestic Partnership..	27
22.05 Adult Dependent Health Insurance Coverage.....	28
22.06 Wisconsin Retirement System.....	28
22.07 Group Life Insurance.....	28
22.08 Killed in the Line of Duty Benefit.....	28
<b>ARTICLE XXIII – NO STRIKE OR LOCKOUT.....</b>	<b>28</b>
23.01 No Strike or Lockout.....	28
<b>ARTICLE XXIV – SEVERABILITY OF AGREEMENT.....</b>	<b>28</b>
24.01 Severability of Agreement.....	28
<b>ARTICLE XXV – MAINTENANCE OF STANDARDS.....</b>	<b>29</b>
25.01 Maintenance of Standards.....	29
<b>ARTICLE XXVI – TERMINATION OF AGREEMENT.....</b>	<b>29</b>
26.01 Termination of Agreement.....	29
<b>APPENDIX A - ATTENDANCE MONITORING AND CONTROL.....</b>	<b>30</b>



## ARTICLES OF AGREEMENT

### **City of Kenosha and Local #71-Transit (Local #71-T), American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO**

These Articles of Agreement (herein referred to as the “Agreement”), are made and entered into according to the provisions of Wisconsin State Statute §111.70 by and between the City of Kenosha as a municipal employer (herein referred to as the “City” and/or the “Employer”), on behalf of the Department of Transit and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #71-Transit (Local #71-T) (herein referred to as the “Union”). The purpose of this Agreement is to provide for orderly and constructive employment relations between the employees covered by the Agreement and the City.

This Agreement shall in all respects wherever the same may be applicable herein, be subject and subordinate to the provisions of the Charter of the City of Kenosha in effect at the time of the execution of this Agreement and shall also be subject to the Rules and Regulations of the Civil Service Commission of the City of Kenosha, within its statutory jurisdiction, and shall further be subject and subordinate to the Statutes of the State of Wisconsin.

The City, however, agrees that any item of the Civil Service Ordinance or Rules and Regulations affected by negotiated changes in this Agreement shall be presented to the proper governing body for revision. It is further mutually understood that this written Agreement replaces any and all prior Agreements entered into by Resolution or otherwise. Any provision of a prior Agreement which is in conflict herewith, or any provision of a prior Agreement which is not covered herein, shall be deemed of no further effect unless it is subsequently agreed to by both parties hereto.

#### **ARTICLE I – RECOGNITION**

##### **1.01 Union Recognition**

The Employer recognizes and acknowledges that the Union is the authorized representative for the express purpose of having conferences and negotiations with the Employer on behalf of the employees of the City employed in the classification(s) of Mechanic (II) and/or Streetcar Technician and assigned to the Department of Transportation as certified by the Wisconsin Employment Relations Commission on August 24, 1966, October 24, 1966, and October 8, 1968.

##### **1.02 Part-Time Employee Representation**

In the event that the Department of Transportation funds permanent part-time mechanic or streetcar technician positions whose budgeted year-round hours are 20 or more per week, the Employer agrees to meet with the Union (prior to implementation) to negotiate over wages, hours, and working conditions.

#### **ARTICLE II – MANAGEMENT RIGHTS**

##### **2.01 Management Rights**

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this Agreement are retained exclusively by the City. Such powers or authority include, but are not limited to, those provided for in other sections of this Agreement.

## **2.02 Changes in Operation**

The City agrees to notify the Union in writing of any proposed changes in the methods of operation which may affect employees covered by this Agreement. All proposed changes will be discussed between the Employer and the Union prior to effectuating any change where the proposed change would introduce new job classifications, or affect the wages of covered employees.

## **2.03 Scheduling of Overtime**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

## **2.04 Modifications to Job Descriptions**

It is understood by the parties that every incidental duty connected with operations enumerated in the class specifications is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. The City agrees to provide the Union with five (5) copies of amendments to any job description of positions represented by the Union and description of any new positions represented by the Union.

## **2.05 Discipline and/or Discharge**

The City reserves the right to discipline or discharge employees who have completed their initial probationary period pursuant to Section 4.02 for just cause. The City reserves the right to layoff for lack of work or funds, or occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish methods and processes by which such work is performed.

## **2.06 Contracted Services**

The Union agrees and recognizes that the City has certain statutory and charter rights and obligations in contracting for services relating to its operations. The right of contracting or subcontracting is vested solely with the City. The City recognizes that the Union has an obligation to its members and agrees that the right to contract or subcontract work or services will not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

## **2.07 Work Rules**

The Union recognizes the right of the City to establish reasonable work rules. The Union recognizes the rights of the City to establish and enforce reasonable standards relating to employees' personal appearance. Any dispute with respect to reasonableness may be submitted to the grievance procedure.

## **ARTICLE III – UNION ACTIVITY AND SECURITY**

### **3.01 Union Dues**

The Employer agrees to deduct from the monthly earnings of all employees in the collective bargaining unit such amount being the monthly dues certified by the Union as the current dues uniformly requested of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month such deduction was made.

Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

As to new employees, such deduction shall be made in the month prior to the month in which the new employee could complete probation. If the new employee does not successfully complete the probationary period such deduction shall be refunded immediately to him/her by the Union.

The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

**3.02 Seniority List**

The Employer shall furnish an up-to-date master seniority list to the Secretary of Local 71-T on or about January 1<sup>st</sup> of each year. Such list shall also be posted where it may conveniently be inspected by the employees.

**3.03 Notice of Layoff and Recall**

The Union shall be notified of all employees to be laid off at least two (2) weeks in advance and all employees to be recalled to work at time of notice of recall, except in emergency situations.

**3.04 Time Off for Union Activities**

The City agrees to grant the necessary and reasonable time off, without discrimination or loss of rights and without pay, to not more than two (2) employees at any one time designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Total time off under this section shall not exceed ten (10) work days per year for all members of the bargaining unit. One (1) weeks notice will be given to the City if at all possible.

**3.05 Union Business**

No Union member or officer shall conduct any Union business on City time except as specified in this Agreement.

**3.06 Union Meetings**

No Union meeting shall be held on City time.

**3.07 Attendance at Civil Service or Arbitration Hearings**

The petitioner and two (2) Union representatives employed by the City will be allowed to attend Civil Service or arbitration hearings without loss of pay.

**3.08 Union Negotiations**

The City agrees to grant time off, without loss of pay, to not more than two (2) employees at any one time to attend negotiation meetings with the City, provided such employees are members of the negotiating team.

**3.09 Inspection Privileges**

District Union Representatives shall be granted access to the Employer's place of business during working hours for the purpose of investigation of disputes, ascertaining that this Agreement is being adhered to, or to confer with Union stewards or officers provided that said representatives notify the supervisor or department head involved before engaging in such activity.

### **3.10 Discrimination**

Any employee member of the Union acting in any official capacity provided for by this Agreement shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities, nor shall said Union employees discriminate against any fellow employee.

### **3.11 Labor/Management Committee**

In the event the Union requests to form a Labor/Management Committee, it shall be established under the following terms: 1) the Committee shall consist of two (2) members of the bargaining unit and two (2) members of City management. Additional members may be added upon mutual agreement; 2) the Committee will meet at least quarterly at a mutually agreeable date and time. The agenda for each meeting will also be mutually agreed upon by both Parties.

## **ARTICLE IV – SENIORITY**

### **4.01 Method of Computation**

The seniority of a full-time City employee is the status attained by the length of his or her continuous employment with the City, following the successful completion of his or her probationary period computed in years, months, and days from the first day of his or her last regular City employment date and shall indicate time worked excluding unpaid leaves of absence exceeding thirty (30) days and layoffs, but including leaves of absence for covered military leave.

The seniority of a full-time employee hired by Kenosha Transit after January 1, 2014, is the status attained by the length of his or her continuous employment with Kenosha Transit, following the successful completion of his or her probationary period computed in years, months, and days from the first day of his or her last regular Kenosha Transit employment date and shall indicate time worked excluding unpaid leaves of absence exceeding thirty (30) days and layoffs, but including leaves of absence for covered military leave.

The City recognizes the concept of “shop seniority” based upon the above computations for the purposes of shift pick, vacation pick, lead mechanic posting (if qualified) and forced overtime (inverse order).

### **4.02 New Employees**

Newly appointed permanent full-time employees and those hired after a break in service, will be regarded as probationary employees for the first six (6) calendar months of work. If a probationary employee is disciplined or dismissed during the probationary period, he or she shall not have recourse through the grievance procedure. When a probationary employee is appointed to permanent status, he or she shall receive credit for the time worked during their probationary period.

### **4.03 Full-Time Employee**

A full-time employee is a person hired to fill a permanent position in the City’s Table of Organization. Full-time employees are paid an hourly rate of pay for their work and earn overtime for work performed after 40 hours of work in their regularly scheduled workweek.

### **4.04 Recognition of Seniority**

The City recognizes the principle of seniority and the Union recognizes the need of maintaining an efficient work force. In all matters involving the increase or decrease of

employee workforce, layoff, or promotion, the seniority of employees covered under this Agreement shall be given primary consideration. Skill, ability and efficiency shall be considered only where they substantially outweigh consideration of length of service.

#### **4.05 Layoff and Bumping Procedure**

- A.** Employees shall be laid off in inverse order according to their seniority date and shall possess the right to be re-employed in order of their seniority to positions to which they qualify and are able to discharge the duties and responsibilities of the position. The City agrees to give two (2) weeks advance notice to employees being laid off, but if not possible, the City agrees to give at least two (2) work days notice in case of extreme emergency.
- B.** The employee selected to be laid off shall have the right to bump any less senior bargaining unit employee in a classification represented under this Agreement unless the skill, ability and efficiency of the less senior employee substantially outweighs those of the senior employee. The senior employee must meet the same minimum qualifications and examination standards that would be used to fill the vacancy through normal posting procedures. The employee selected to be laid off may also elect to bump into a higher paying classification if: 1) they held the higher paying classification for a period of at least nine (9) months or more, and 2) are able to successfully discharge the duties and responsibilities of the higher paying classification.
- C.** The employee selected for lay off may bump into a job classification covered under this Agreement that is currently vacant. This action by the employee shall be considered the same as if the employee bumped a least senior bargaining unit employee.
- D.** The less senior employee who is bumped in accordance with paragraph (B) above shall be afforded the same bumping rights provided in paragraph (B) above. If this employee is unable to bump another less senior employee (or fill a current vacancy in a job classification covered under this Agreement) he or she will be placed on layoff.
- E.** Where two or more employees have elected the right to bump in lieu of layoff their rights shall be exercised in order of their seniority from most senior to least senior.
- F.** Employees who decline to exercise their bumping rights within three (3) business days of layoff notification will be placed on layoff and shall not retain bumping rights resulting from the layoff.
- G.** The employee who is bumped out of his or her position shall have the preferential right to return to such position if for any reason it should become vacant within the subsequent twelve (12) calendar months after they were bumped from it and placed on layoff.

#### **4.06 Loss of Seniority**

A regular full-time employee will lose their seniority rights provided for under this Agreement for the following reasons:

- A.** If the employee quits.

- B.** If the employee is discharged for just cause and such discharge has not been challenged in accordance with the grievance procedure.
- C.** If the employee remains away from work for more than three (3) consecutive working days without giving a reasonable excuse for his or her absence to his or her supervisor, department head or designee.
- D.** If the employee fails to report to work within seven (7) business days after being recalled from layoff by the Employer, provided, however, that if he or she is unavailable, the period shall be fourteen (14) business days. If the employee fails to comply with this provision is due to circumstances beyond his or her control, he or she shall not lose seniority.
- E.** If the employee does not return from an approved leave of absence.
- F.** If the employee retires under the provisions of the Wisconsin Retirement System (WRS).
- G.** If the employee is on layoff for a continuous period of time equivalent to twelve (12) or more calendar months.

**4.07 Notice of Separation of Employment**

The City agrees to provide the Union notice when a represented employee is terminated by or separates from City employment. The Union will identify the name of the steward to receive this notice.

**4.08 Promotion to Supervisory Status**

Employees who are promoted to supervisory or other positions not included within the bargaining unit shall continue to accumulate seniority after their promotion for fringe and retirement benefits only. Such employees may be returned to their original division within the bargaining unit during their probationary period and shall have seniority equivalent to his or her length of service prior to promotion. After completion of the probationary period of the non-represented position, such employees may be returned to a job within the bargaining unit only if there is a vacant position and such employee shall have seniority equivalent to his or her length of service prior to promotion.

**ARTICLE V – FILLING VACANCIES**

**5.01 Non-Discrimination**

The City and Union will not regard such factors as race, creed, color, religious observation or practice, national origin, ancestry, age, disability, marital status, arrest record, conviction record, veteran status, sex (including sexual harassment), sexual orientation, membership to the national guard, state defense force or any reserve component of the military force of the United States, and the use or non-use of lawful products off the employers premises during non working hours, except where age, sex or lack of a disability are an essential, bona fide occupational requirement, as having any bearing on whether or not an individual is accepted for employment, or as having any influence as to how he or she might progress within the City organization thereafter.

**5.02 Filling Vacancies**

Vacancies for the positions of Mechanic II and Streetcar Technician assigned to the Department of Transit and as specified in the City's Table of Organization will be filled by the bargaining unit member applying for the vacancy with the longest City seniority provided such person is qualified and able to discharge the duties and requirements of the position within the probationary period. Skill, ability and efficiency of the applicant will be considered only where they substantially outweigh consideration of length of service.

**5.03 Notice of Vacancy**

Vacancies will be posted internally at the Department of Transportation for five (5) working days in overlapping consecutive weeks. Such notices shall specify the title and wage rate of the position, the essential and general job functions, the required qualifications including education and/or licensing, notice of examination and examination dates (if any), application deadline, and any other pertinent information about the vacancy.

**5.04 Preference when Filling Vacancies**

Preference shall be given first to permanent full-time employees for posted jobs before seasonal, temporary or new hires are considered.

**5.05 Application Procedure**

Application for a posted vacancy must be filed with the Human Resources Department using the methods determined by the City. Applicants may be required to provide necessary evidence that they possess any requirement deemed essential for a position at the time of application, prior to an examination, or prior to appointment as determined by the City.

**5.06 Examinations**

- A. The City retains the right to administer written and/or oral examinations to determine qualifications and aptitudes for positions covered under this Agreement. In these positions, the senior applicant who receives a qualifying score on the examinations and who applies for the position shall be offered the position. If another opening in the same classification occurs within six (6) months of the original posting, the new vacancy need not be posted. Employees previously awarded a vacant position from such original posting shall be contacted to determine if they desire the new opening, and the senior qualified applicant from such original posting shall be contacted to determine if they desire the new opening, and the senior qualified applicant from such original posting who desires the position shall be selected.
- B. Eligible candidates who have passed previous examinations for a posted vacancy covered under this Agreement within a three (3) year period will not be required to undergo any examinations required by the City in order to qualify for the vacancy, unless the examination or standards of the position have been modified in a way that would require passing a new written or field examination. This determination will rest with the City.

**5.07 Notice of Disqualification**

A represented employee who applies to fill a vacancy covered by this Agreement, but whom the City considers not qualified shall be notified of this disqualification in writing. If there is a question concerning application of seniority and qualifications, the matter may be submitted using the grievance procedure as provided for in this Agreement under Article Six.

### **5.08 Probation Period**

Permanent employees who fill vacancies through the internal posting procedure will serve a sixty (60) calendar day probationary period.

### **5.09 Return to Previous Position**

- A.** Employees are guaranteed the right to return to his or her previous position should their performance in the new position obtained by posting be deemed as unsatisfactory by the supervisor or department head within the probationary period.
- B.** If the employee wishes to return to his or her previous position prior to the end of his or her probationary period, the City shall have the right to request that the employee to remain in the current position until the next senior applicant of those who originally applied can be transferred to the new position, or the position is filled by an external candidate.
- C.** Employees who accept a position through posting and fail probation subject to A, or return to their previous position subject to B, shall not be allowed to post for the same position for a period of twelve (12) calendar months following their return to their former position.

## **ARTICLE VI – GRIEVANCE PROCEDURE**

### **6.01 Grievance Procedure**

The grievance procedure addresses issues concerning the interpretation or application of this Agreement including but not limited to, workplace safety, discipline and termination. Employees may utilize a Union steward and/or other Union Representative at any step in the grievance procedure, and employees may be present in all steps of the grievance procedure.

### **6.02 Workplace Safety**

Workplace safety includes conditions of employment affecting an employee's physical health and safety of employees, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, training and warning requirements, and accident risk. Only those acts or omissions that involve a violation of State and/federal regulations or laws on health and safety in the workplace will constitute a workplace safety violation. Any grievance filed alleging a workplace safety violation must be personal to the employee filing the grievance; no class actions or complaints on behalf of another may be filed under this procedure.

### **6.03 No Retaliation**

No retaliatory action will be taken against any employee for proper and good faith use of the grievance procedure or participation in the processing of a grievance.

### **6.04 Steps of the Grievance Procedure**

#### **A. Discussion with Supervisor**

The employee shall first discuss complaints or questions with their immediate supervisor. The employee may elect to have a Union steward present during this discussion. Higher level supervisors may be called into the discussion. Every reasonable effort shall be made by supervisors and employees to resolve questions,

problems or misunderstandings that have arisen before the filing of a written grievance.

**B. Step One**

If the grievance is not resolved within two (2) working days through discussion, the employee has the option to put their grievance into writing. The supervisor will note his or her position on the written grievance form, and it will be processed as outlined in Step Two.

A written grievance should contain the following information:

1. The name and position of the employee filing the grievance.
2. A statement of the issue involved.
3. A statement of the relief sought.
4. A detailed explanation of the facts supporting the grievance.
5. The date(s) the event(s) giving rise to the grievance took place.
6. The identity of the policy, procedure, rule, or workplace safety matter of concern.
7. The steps the employee has taken to review the matter, either orally or in writing, with the employee's supervisor; and,
8. The employee's signature and the date.

**C. Step Two**

If the grievance is not resolved at Step One, the employee may appeal the grievance decision to their department head within seven (7) business days of the receipt of the written decision of their supervisor at Step One. The department head shall hear the grievance within five (5) working days and shall note his or her position on the grievance form within five (5) working days. The department head will review the matter and inform the employee of his or her decision within ten (10) business days of receipt of the written grievance.

To be processed, a written grievance shall be presented in writing to the department head, with a copy to the Human Resources Department, within thirty (30) days after the time the aggrieved employee knows or should have known the facts causing the alleged grievance.

In the event the grievance involves the department head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step Two investigation.

**D. Step Three**

If the grievance is not resolved at Step Two, the employee may appeal the grievance to the Mayor, or his or her designate, within five (5) working days of the Step Two response. The Mayor, or his or her designate, shall hear the grievance within ten (10) working days and shall note his or her position on the grievance form within five (5) business days.

**E. Step Four**

If the grievance is not resolved at Step Three, the employee may appeal the grievance to the Chairman of the Civil Service Commission within five (5) working days of the Step Three decision with a copy to the Human Resources Department. Within one (1) calendar week of receipt of the grievance, the Civil Service Commission shall schedule a hearing date, such date not to be more than two (2) calendar weeks after

receipt of the grievance. It shall render a decision within one (1) calendar week of the hearing.

If the Commission is unable to comply with the deadlines under this Step due to meeting notice requirements or meeting preparation, the grievance will be reviewed by the Commission at the next possible meeting date.

**F. Step Five**

If the grievance is not resolved at Step Four, the employee may notify either the Wisconsin Employment Relations Commission (WERC) or the American Arbitration Association (AAA) of their desire to appoint an arbitrator to hear the matter. This notification must be filed with the WERC or AAA within ten (10) working days following the decision of the Civil Service Commission. A copy of such notice and request shall be sent to the Human Resources Department.

The arbitrator shall meet with both parties in the grieved matter within thirty (30) days of his or her selection. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator shall be borne equally by the parties.

**6.05 Grievance Time Limits**

- A.** To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may only be extended upon the express written consent of the parties.
- B.** An employee may not file a grievance outside of the time limits set in the Grievance Procedure. If the employee fails to meet the deadlines set above, the grievance will be considered resolved.
- C.** Failure of the City or its representative(s) to meet the time limits shall cause the grievance to move automatically to the next steps in the process.
- D.** Where the grievance results from a disciplinary action or discharge, the employee must appeal such action within ten (10) days of the date of discipline or discharge was given. Such grievances shall be initiated at Step Three of the grievance procedure.

**6.06 Pay during Grievance Process**

If awarded by the Civil Service Commission or through grievance arbitration, terminated employees or those on an unpaid suspension shall receive full pay for the time period(s) during which their grievance was pending.

**ARTICLE VII – LEAVES**

**7.01 Authorized Leave**

Authorized leave is defined as any absence during an employee's regularly scheduled work week that is approved by the employee's supervisor or department head. Authorized leave may be with or without pay and shall be granted in accordance with City policy and work rules on the basis of work requirements and, whenever practicable, the personal wishes of the employee.

## 7.02 Notice of Absence

- A. No employee shall absent himself or herself from duty without permission of his or her supervisor, or department head if the supervisor is not available. In case of illness, the employee shall notify his or her office no later than his or her normal starting time unless he or she is unable to do so and presents a reason which is acceptable to management for his or her failure to do so.
- B. Three (3) consecutive work days' absence without proper notice shall be considered as abandonment of the job and voluntary termination of employment by the employee. The position may be declared vacant by the department had, subject to the approval of the Director of Human Resources.
- C. An employee must notify his or her supervisor or other designated individual to report the following information: 1) name; 2) reason for absence; and, 3) expected return date and time. Unauthorized absences without proper notification may result in disciplinary action, up to and including termination. Unauthorized absences without proper notification may result in disciplinary action, up to and including termination.
- D. Any employee who has used all of his or her sick leave and vacation leave and is on leave without pay on a repetitive basis will be subject to disciplinary action.
- E. Employees covered under this agreement are required to comply with the provisions of the City's Attendance Monitoring and Control policy and program (Appendix A).

## 7.03 Medical Leave

- A. **Eligibility for Medical Leave**

Employees who have passed their probation period are not eligible for, or have exhausted federal and/or State Family and Medical Leave and are unable to work due to a medical condition or injury for any reason, including pregnancy, may be eligible for a medical leave of absence for a period not to exceed three (3) months. Medical leaves will typically not be granted to permanent employees who have not passed their initial probationary period. This requirement may be waived under emergency circumstances, with the approval of the City Administrator.
- B. **Compensation during Medical Leave**

The City requires that employees on a medical leave of absence use any existing leave balances (sick, vacation, etc.) at the beginning of the leave. The remainder of the leave will then be considered unpaid. The employee must provide the Leave of Absence Request and a doctor's certificate indicating the extent of their medical condition or injury and the length of time the employee will be unable to work. Notwithstanding the provisions of this paragraph, such leave shall not extend for more than three (3) months without approval by the City.
- C. **Benefits during Medical Leave**

Premium payments for voluntary benefits, plans or programs are the responsibility of the employee. Employee benefits will continue during medicals leaves for a period not to exceed the length of the leave. If the leave is unpaid, any continuation of benefits is the responsibility of the employee during their absence. Employees on a

medical leave will not accrue seniority, vacation or sick leave, and are not eligible for holiday pay.

**D. Extension of Medical Leave**

Employees may request an extension of their medical leave. These requests will be reviewed on a case-by-case basis. Employees who request an extended medical leave of absence are required to furnish the City with a statement from their doctor, indicating the reason for the needed extension and the expected duration of the extension necessary for recovery.

**E. Return to Work after Medical Leave**

Upon expiration of an authorized medical leave of absence, the employee shall submit a doctor's certificate indicating they are able resume normal work duties without restrictions. For employees who are able return to work with restrictions, the City will review with the employee possible accommodations under the American's with Disabilities Act, if applicable.

**F. Return to Previous Position after Medical Leave**

Employees returning from a medical leave of absence will be reinstated to the position he or she held before the medical leave was granted if the position still exists, is vacant and the employee is still qualified to discharge the duties and responsibilities of the position without restrictions. If no such vacant job position exists, or if the employee is no longer qualified or able to perform the job duties of the position, the employee will be offered a vacant position in the same or lower pay classification for which the employee is qualified. Failure of the employee to accept an offer of employment or report to work when their medical leave expires shall be considered a resignation from City employment with no further right of employment.

**7.04 Personal Leave of Absence**

**A. Eligibility for Personal Leave**

Under special circumstances, the City may grant an unpaid personal leave of absence to an eligible employee for a period not to exceed three (3) months. The City has the sole discretion in determining whether the leave will be granted. Such leave will be granted only when it will not result in undue prejudice to the City as an employer. The approval of a personal leave of absence may take into consideration a number of factors, including, but not limited to: 1) the reason and duration of the leave; 2) the needs of the department; and 3) the employee's work record and/or performance. A personal leave of absence will not be granted for the purpose of taking or obtaining other employment.

**B. Benefits during Personal Leave**

Benefits will continue during an unpaid personal leave, provided payments of the regular monthly premiums are paid by the employee during their leave of absence. Premium payments for any voluntary plans or programs are the responsibility of the employee. Leave without pay for four (4) consecutive pay periods or more will cause a delay in the employee's step increase date for the length of the leave. Employees on unpaid personal leave will not accrue seniority, vacation or sick leave, and are not eligible for holiday pay.

**C. Return to Previous Position after Personal Leave**

Upon expiration of the leave, the employee will be reinstated to the position he or she held before the leave was granted if it still exists. If no such position exists, the employee shall be offered a similar position in the same or lower pay classification for which the employee is qualified. Employees who take a personal leave of absence do not retain any bumping rights for other City vacancies when returning from a personal leave of absence. Failure of the employee to accept an offer of employment or report to work when their personal leave expires shall be considered a resignation from City employment with no further right of employment.

**D. Personal Leave of Absence for Public Office**

Any employee elected to or appointed to a full-time public office in County, State or National government shall be granted a leave of absence, but will not be entitled to accrue seniority. Employees returning from such leave shall be returned to the job from which they left, seniority permitting, if it still exists. If no such position exists, the employee shall be given a similar position in the same or lower pay classification for which the employee is qualified and the provisions for making layoffs shall apply.

**ARTICLE VIII – SICK LEAVE**

**8.01 Sick Leave**

Employees with regular full-time status shall earn paid sick leave at the rate of one (1) day, or eight (8) hours, for each month of employment during which they work the majority of their scheduled workdays. For purposes of this section, time paid for shall be considered time worked. Probationary employees are eligible to earn and use sick leave during their probationary period.

**8.02 Use of Sick Leave**

Sick leave may be used for the employee's own illness or injury. Sick leave of up to three (3) days per instance may be used for the illness or injury of someone in the employee's immediate household which includes spouse, domestic partner as defined by the State of Wisconsin, children (including step-children), parents (including step-parents), and parents in-law. All sick leave used shall be charged in multiples of one-half (½) hour.

The employee may be required to provide reasonable evidence to support the use of sick leave, and in the case of absence of more than three (3) consecutive work days, may be required to provide a physician's certificate to justify the absence.

**8.03 Sick Leave Accumulation**

- A.** Eligible employees may accumulate a total of one hundred twenty (120) days (960 hours) of sick leave while employed with the City. In addition, employees may earn and accumulate another twelve (12) days of sick leave (96 hours) within each calendar year.
- B.** One-half (½) of any of these unused sick leave days shall be recorded in a separate sick leave "bank" and are available for use by the employee in the subsequent calendar year. These twelve (12) "banked" days cannot be carried over into the next calendar year except in cases of an approved medical leave with pay, or for a leave covered under either State or federal Family and Medical Leave.

- C. Sick leave usage in the subsequent calendar years shall be taken in the following order: 1) from the current year's accumulation; 2) from any available hours in the employee's sick leave bank; and, 3) from the original one hundred twenty (120) days of accumulated sick leave.

**8.04 Sick Leave Severance Pay**

Employees who retire from City employment under the provisions of the Wisconsin Retirement System (WRS) shall receive fifty percent (50%) of their accumulated sick leave in terminal pay, not to exceed a maximum of 528 hours. This severance pay will be made to the estate of any eligible employee who dies while an active City employee. No money will be paid for any hours remaining in the employee's sick leave bank.

**ARTICLE IX – BEREAVEMENT LEAVE**

**9.01 Bereavement Leave**

Bereavement leave will be provided to eligible, full-time employees as follows:

- A. Three (3) consecutive, regularly scheduled work days will be provided to an eligible employee in the event of death in the employee's "immediate family", which is defined as spouse (or domestic partner as defined by the State of Wisconsin), children (including step-children), parents (including step-parents), parent in-laws, and siblings (including step-siblings). These three days may be broken up into separate days if taken within two (2) weeks of the event.
- B. One (1) regularly scheduled work day will be provided to an eligible employee in the event of the death of their grandparent, grandchild, or brother or sister-in-law(s).
- C. Bereavement leave will be paid in addition to any sick and vacation leave and shall not be charged against either. Bereavement days will take precedence over any previously scheduled time off.

**ARTICLE X – VACATION**

**10.01 Vacation Leave**

Employees with full-time, regular status shall earn vacation leave for each month of continuous employment during which they perform work at least half of their scheduled work days in accordance with the following table based on anniversary dates of employment.

**VACATION**

<b>Continuous Years of Service</b>	<b>Days per Year</b>	<b>How Accumulated</b>
Less than 1	7	½ day per month except 1 day for April & August
1 but less than 10	12	1 day per month
10 but less than 15	17	1 ½ days per month except 1 day for April & August
15 but less than 18	18	1 ½ days per month
18 but less than 25	20	1 ½ days per month except 2 days for March, June, September &

December

25 or more

25

2 days per month except 2 ½ days for April & August

If the eligible employee's anniversary date falls on or before the 15<sup>th</sup> of the month, he or she shall be credited for vacation leave under the higher vacation accumulation formula for that month. If the eligible employee's anniversary date falls on or after the 16<sup>th</sup> day of the month, he or she shall be credited for vacation leave under the lower vacation accumulation formula for that month. In the latter case, vacation leave shall be accumulated under the higher formula beginning with the month following the employee's anniversary date. For purposes of this section, time paid shall be considered time worked.

#### **10.02 Vacation Accumulation Schedule**

On January 1<sup>st</sup> of each year, employees shall be credited with their full vacation leave accumulation for that calendar year based on the above table. Such accumulation is provided to the employee in advance of performing the actual time worked. Employees who leave City employment during a year for any reason (except in the event of death) shall have their vacation accumulation prorated for that year, and any employee who has used more leave than the prorated amount upon their separation from City employment shall be liable to reimburse the City for paid vacation leave. The City may deduct such payment from the employee's paycheck if necessary.

#### **10.03 Continuous Service**

For the purposes of this section, continuous employment shall include: (1) employment during probationary periods, (2) all periods of satisfactory employment following completion of the probationary period, (3) authorized leaves of absence with pay, and (4) authorized leaves of absence without pay, including military leave (under the provisions of USERRA). Employment in non-regular status, such as seasonal or temporary employment, shall not be included. The length of continuous employment will be based on employment records kept by the Human Resources Department. Any record of termination shall be considered a break in the period of continuous employment; except that in the case of a person who is reinstated (1) following a termination due to position elimination or (2) following a suspension for disciplinary reasons, the period of termination or suspension shall be considered as continuous employment without accrual of leave.

#### **10.04 Scheduling Vacation**

Prior to March 1<sup>st</sup> of each year, each employee shall select up to two (2) weeks of vacation in order of seniority within the department. After each employee has selected his or her initial vacation period, those employees with more than two (2) weeks of vacation shall select the balance of their vacation on a "first come, first served" basis.

#### **10.05 Use of Vacation Leave**

Vacation leave may be used at such time as may be approved by the supervisor or department head and consistent with the needs of the City. Each eligible employee shall take at least one (1) vacation period of seven (7) consecutive calendar days during each calendar year or forfeit in lieu thereof five (5) days of vacation leave, provided that this requirement shall not apply during any year to an employee who enters on duty after January 1<sup>st</sup> of that year. An employee shall be allowed to carry-over up to 80 hours of unused vacation leave into the next calendar year. Said carry-over must be used by March 31<sup>st</sup> of the year in which it is carried over or it shall be forfeited. All vacation leave used shall be charged in multiples of one-half

days except that up to two (2) days of annual leave per year may be used in hourly increments.

## **10.06 Pay for Vacation Leave**

Employees who are paid on an hourly basis shall receive pay for vacation leave time at their normal hourly rate for eight (8) hours of each normal work day within their vacation periods.

## **ARTICLE XI – HOLIDAYS**

### **11.01 Holidays**

The following days may be designated by the Common Council as paid holidays for all eligible, regular full-time employees covered under this Agreement:

#### **HOLIDAYS**

New Year's Day	Labor Day	Christmas Eve Day
Friday before Easter	Thanksgiving Day	Christmas Day
Memorial Day	Day after Thanksgiving	New Year's Eve Day
Independence Day (July 4 <sup>th</sup> )		

### **11.02 Floating Holiday**

Employees who are employed as of March 1<sup>st</sup> shall be entitled to three (3) floating holidays per year. Any unused floating holidays, which would have otherwise been compensated, must be used before December 1<sup>st</sup> or they will be forfeited. The scheduling of the floating holidays are subject to the approval of the supervisor and/or department head.

### **11.03 Observed Holiday**

If a designated holiday falls on a Saturday, the last scheduled work day prior to said holiday shall be observed as the holiday. If a holiday falls on a Sunday, the next scheduled work day shall be observed as the holiday. When the Christmas Day or New Year's Day holiday falls on a Saturday, they shall be observed on the preceding Thursday. When Christmas Eve Day or New Year's Eve Day falls on a Sunday, they shall be observed on the following Tuesday.

### **11.04 Holiday Pay Eligibility**

All eligible employees are eligible for holiday pay provided they report for their regularly scheduled work the day before and the day after the designated and observed holiday. In the event the employee uses sick leave on the scheduled work day before or after a designated and observed holiday, the employee must submit an excuse for this absence to their supervisor or department head. The supervisor or department head retains the right to approved or deny holiday pay based on the excuse provided by the employee. When a holiday occurs during an authorized leave of absence with pay, the holiday is not counted as part of the leave of absence. An employee on an authorized unpaid leave of absence does not receive holiday pay for any holidays that occur during this leave.

## **ARTICLE XII – SPECIAL LEAVE OF ABSENCE WITH PAY**

### **12.01 Special Leave of Absence with Pay**

Only in exceptional cases will the City grant a leave of absence with pay to an eligible employee, and then only for a minimum amount of time. Notwithstanding the leave provisions above, personal leaves of absence with pay must be recommended by the employee's supervisor or department head, the Director of Human Resources and approved by the City Administrator.

## ARTICLE XIII – MILITARY LEAVE

### 13.01 Military Leave

It is the policy of the City to allow military leave to all regular employees who temporarily leave the service of the City to enlist or to perform duty, voluntarily or involuntarily, in the “uniformed services”, which includes the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services or National Guard. The Military Leave policy, procedure and pay provisions can be found in the Personnel Policies & Regulations section of the City of Kenosha Employee Manual.

## ARTICLE XIV – COMPENSATORY LEAVE

### 14.01 Compensatory Leave

Hourly full-time employees shall earn compensatory leave at one and a half (1 ½) times their regular rate of pay for all work performed after forty (40) hours of actual time worked within the employee’s regularly scheduled work week. Any work performed on Sundays (unless Sunday is a regularly scheduled work day) or observed holidays shall be credited at two (2) times the regular rate of pay. Employees can earn a maximum of eighty (80) hours of compensatory leave in a twelve (12) month period.

### 14.02 Use of Compensatory Leave

Compensatory leave shall be used in multiples of one-half (½) hour and at such times as may be approved by the employee’s supervisor or department head. All compensatory leave accumulated by the employee from December 1<sup>st</sup> through May 31<sup>st</sup> of the following calendar year must be used within the succeeding six (6) months. Compensatory leave accumulated by the employee from June 1<sup>st</sup> through November 30<sup>th</sup> must be used within the succeeding six (6) months. All unused compensatory leave in the prescribed time periods will be paid to the employee.

### 14.03 Compensatory Leave Accumulation Procedure

Employees must complete the Employee Accumulated Overtime Request Form the next regular work day following the period of overtime work they wish to convert to compensatory time. The form must be submitted to the supervisor or department head for approval.

## ARTICLE XV – PAY FOR TIME WORKED

### 15.1 Compensation Plan

The straight time hourly rates for those classifications covered under this Agreement shall be as follows:

#### 2014

<u>Position Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mechanic II	\$19.70	\$20.31	\$20.93	\$22.16	\$23.39	\$24.62
Streetcar Technician	\$20.51	\$21.15	\$21.79	\$23.08	\$24.36	\$25.64

#### 2015

<u>Position Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
Mechanic II	\$20.10	\$20.72	\$21.35	\$22.61	\$23.86	\$25.12
Streetcar Technician	\$20.93	\$21.58	\$22.24	\$23.54	\$24.85	\$26.16

**2016**

<b><u>Position Classification</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Step F</u></b>
Mechanic II	\$20.50	\$21.14	\$21.78	\$23.06	\$24.34	\$25.62
Streetcar Technician	\$21.34	\$22.01	\$22.68	\$24.01	\$25.35	\$26.68

**15.02 Step Progression**

New employees shall be advanced to the next step of their classification upon successful completion of the established probation period. Thereafter, they shall receive one step increase after six additional months of continuous employment. Additional step increases shall be provided after each successive twelve (12) months of continuous service until the maximum of the rate for the classification is attained.

**15.03 Pay for Time Worked**

All employees covered by this Agreement shall be paid for time worked according to their step in their classification established by the City's compensation plan. Time shall be computed from the time that the employee registers in and until he or she is released from duty and registers out.

**15.04 Pay Period**

All employees covered by this Agreement shall be paid each week for work performed in the previous pay period (Sunday – Saturday) through direct deposit. Not more than one (1) week's pay shall be held on any employee, unless the employee has failed to provide accurate financial account information to the City. Employees shall be provided with a pay remittance of gross earnings which will detail straight time and overtime pay earned as well as any itemized deductions made for any purpose.

**ARTICLE XVI – OVERTIME, CALL-IN & SPECIAL PAY PROVISIONS**

**16.01 Overtime**

Employees will be compensated at one and one-half (1 ½) times their regular rate of pay for any work performed after 40 hours of actual work within their regularly scheduled work week.

Overtime pay provisions in this Article shall not apply to employees whose regular work schedule includes Saturday work except as provided for in Articles 16.03, 16.04 and 16.05.

**16.02 Overtime Provisions**

- A. Overtime work shall be assigned to employees who normally do the work within the division and divided as equally as possible.
- B. For equalization purposes, employees who were not available for overtime work, will be charged with the overtime hours they would have worked, had they reported. Employees who are on vacation, on an approved leave of absence, or who are receiving worker's compensation benefits are not included for purposes of this equalization calculation.
- C. Employees who are requested to work non-emergency overtime with less than twenty-four (24) hours notice shall not be subject to disciplinary action should they

refuse such overtime work. Twenty-four (24) hour notice is defined as twenty-four (24) hours prior to the end of the work day preceding the overtime.

- D.** Any employee requested to work emergency overtime must report for such overtime work unless he or she presents a justifiable excuse to his or her supervisor and/or department head why he or she cannot perform such overtime. Any dispute concerning whether an emergency situation exists or the justifiableness of an excuse may be processed through the grievance procedure.

### **16.03 Call-In Pay**

Employees called back outside of regular work hours shall be paid overtime as prescribed above. They shall be guaranteed a minimum of two (2) hours at the appropriate premium rate. The guarantee of two (2) hours shall not apply when such work is prior to and continuous with the regular day's work. The intent of the language is to ensure that call-in pay is compensated at straight time of time and a half after performing forty (40) hours of actual work in the employee's regularly scheduled workweek.

### **16.04 Sunday Pay**

Full-time employees called upon to perform work on a Sunday (unless Sunday is a regularly scheduled work day) shall receive double his or her regular rate of pay.

### **16.05 Holiday Pay**

Full-time employees called upon to perform work on an observed City holiday will be paid at two times his or her normal rate of pay for any time actually worked on the holiday, plus holiday pay. The employee may elect to receive a substitute holiday in lieu of the holiday pay.

### **16.06 Pay for Work in Certain Classifications**

Full-time employees working as a Streetcar Technician shall be paid at the top rate of pay for the higher classification provided he or she performs at least one (1) full hour of work at the higher classification.

### **16.07 Special Pay Provisions**

#### **A. Longevity Pay**

Longevity rates of \$5 per month after 5 years of service, \$10 per month after 10 years of service, \$15 per month after 15 years of service, \$20 per month after 20 years of service and \$25 per month after 25 years of service shall be paid to all regular full-time employees.

#### **B. Shift Differential**

1. The City shall pay a second shift differential of \$.50 per hour to all covered full-time employees covered under this Agreement whose regular shift starts between the hours of 2:00P.M. and 9:59P.M.
2. The City shall pay a third shift differential of \$.60 per hour to all full-time employees covered under this Agreement whose regular shift starts between the hours of 10:00P.M. and 5:59A.M.
3. Full-time employees who work overtime by beginning work prior to the start of their regularly scheduled shift shall be eligible for shift differential pay based only on the starting time of their regular shift, not on the earlier starting time.

#### **C. Pay upon Promotion or Position Reallocation**

Employees promoted to or reallocated to a position in a higher classification shall be paid at the minimum rate for the new classification, provided his or her rate of pay is below the minimum rate for the new classification at the time of promotion or reallocation. When an employee's rate of pay is above the minimum of the new classification, he or she will continue to receive the higher pay rate. Upon completion of his or her probationary period, his or her rate of pay will increase to whichever step in his or her new classification is next above his or her pay rate during his or her

probationary period. Thereafter, his or her pay rate shall increase in accordance with the established step progression rules under Article 15.

**D. Pay upon Demotion or Transfer**

1. When an employee is demoted to a lower classification due to disciplinary reasons, the employee will be placed in the pay rate of the new classification in accordance with seniority, qualifications, and an assessment of the employee's present capabilities, as determined by the Director of Human Resources in cooperation with the applicable department head.
2. When an employee is transferred, bumps into, or is reallocated into a lower classification, they employee will continue to receive the same rate of pay that he or she was paid in the higher classification, provided that if the employee's pay rate is above the maximum pay rate for the lower classification, the employee will be paid at the maximum pay rate for the lower classification. If such employee's rate of pay is below the maximum rate for the lower classification, the employee will continue to receive the same rate of pay that he or she was paid in the higher classification, and will move to the next step in the lower classification at the same time the employee would have moved to the next step in the higher classification.
3. In the event of a transfer to a lower classification made at the employee's request, the employee shall be placed in the pay rate of the new classification in accordance with seniority, qualifications, and an assessment of the employee's present capabilities.

**E. Pay during Temporary Transfer**

There shall be no immediate change in the salary rate of an employee who is temporarily transferred at the request of the City.

**F. Pay upon Reinstatement**

Employees who are reinstated to City employment after termination of previous employment or retiring under the provisions of the Wisconsin Retirement System shall be paid at the pay rate within the approved range in effect at the time of reinstatement for the classification to which he or she is reinstated.

**G. Jury Duty**

The City will pay any full-time employee who has been continuously employed by the City for thirty (30) calendar days or more, and who is required to serve as a juror, during the time he or she are required to be absent from work, his or her straight rate of pay (excluding premiums or overtime) for the actual time necessarily required to serve on jury duty, less the compensation paid to him/her for jury duty. An employee who is released from jury duty prior to the end of his or her regularly scheduled workday is required to report for duty as soon as possible.

**H. Pay for Court Appearances**

The City agrees to pay any employees who have been in the continuous employ of the City for thirty (30) calendar days or more, and who are requested to appear as a witness in any job-related deposition, administrative proceeding or court case by subpoena (no subpoena is required if the request to the employee is made by the City Attorney), during the time they are required to be absent from their jobs, their straight time rate (excluding premiums or overtime) for the actual time necessarily required

for such deposition, administrative proceeding or court case, less the compensation paid them for witness fees.

This pay provision does not apply to employees who are requested to appear as a witness in any deposition, administrative proceeding or court case in which the employee, or a family member of the employee, is a party who has an interest which is adverse to that of the City or its subunits. In these instances, the employee shall request leave from his or her supervisor or department head, who shall not unreasonably deny a request for such leave.

**I. Tool Allowance**

Employees covered under this Agreement shall be paid a monthly tool allowance of \$50.00 for each month of employment during which they work at least half of their scheduled work days. For purposes of this section, time paid shall be considered time worked.

**ARTICLE XVII – MEAL AND BREAK PERIODS**

**17.01 Meal Period**

Full-time hourly employees covered under this Agreement who work an eight (8) hour day are provided a thirty (30) minute paid meal break. The meal break shall be taken midway through the employee's regularly scheduled workday. The regular eight (8) hour day is paid for exclusive of the meal period.

**17.02 Break Period**

A break period of fifteen (15) minutes duration will be allotted during the morning to each employee and shall be included in the eight (8) hour day for pay purposes. The period of the break shall be from the time work is stopped until the time when work is resumed. Any abuse of the fifteen (15) minute break period is subject to discipline.

**17.03 Restrictions**

Notwithstanding the provisions contained elsewhere in this Agreement, employees may (at the discretion of the Department of Transit) be required to take their meal and break periods at the work site and be responsive to duty during those times, and in such situations the regular eight (8) hour day will be paid for inclusive of these meal and break periods.

**17.04 Wash-Up Period**

A ten (10) minute wash-up period will be allotted to each employee at the completion of their regular work day and shall be included in the eight (8) hour day for pay purposes.

**17.05 Breaks for Nursing Mothers**

The City will provide unpaid breaks for an employee who is a nursing mother to express breast milk during their shift. This includes: (1) reasonable break time(s) for one year after the child's birth each time such employee has the need to express milk; and (2) the provision of a location, other than a bathroom (unless this location is acceptable to the employee), that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk.

## **ARTICLE XVIII – SAFETY & WORK RULES**

### **18.01 Safety and Work Rules**

Each employee is responsible for performing their job with every possible regard for their own safety and for the rights and safety of others and for compliance with all applicable State and City safety standards that apply to the performance of their job. All employees, regardless of position, are, as a condition of employment required to obey all Safety and Work Rules set forth by City.

### **18.02 Drug & Alcohol Free Workplace**

The City is committed to maintaining a drug free workplace for all employees. Employees are expected to report to work free from any substances, including alcohol, which could adversely affect their ability to perform their duties. The use of illegal drugs on or off duty is prohibited. Failure to comply with this policy shall lead to disciplinary action up to and including discharge.

As part of Federal Regulations (49 C.F.R. parts 40 and 382) of the Omnibus Transportation Testing Act of 1991, all employees who operate a commercial motor vehicle on a regular, intermittent or occasional basis on behalf of the City are required to follow the City's Drug & Alcohol Free Workplace policy as well as the provisions of the City's Drug and Alcohol Testing Program. Any employee violating this policy is subject to progressive discipline up to and including termination of employment, according to the provisions of the Drug & Alcohol Free Workplace Policy.

### **18.03 Reporting Unsafe Conditions or Equipment**

All employees are required to immediately report to their supervisor any unsafe working conditions, procedure or equipment. Report to your supervisor immediately if motorized equipment or machinery you are required to operate is not working properly. Fill out the necessary report forms.

### **18.04 Reporting Injuries & Accidents**

Employees injured at work are required to report the injury to their supervisor or designee within 24-hours of the incident. Employees must complete the City's Employee Injury Form. Employees requiring medical attention will be provided with a copy of the Request to Doctor Form. This form provides worker's compensation billing details to the doctor's office or medical provider.

All accidents or damage involving City-owned or leased vehicles and/or heavy equipment, regardless of how minor, are to be reported to the appropriate supervisor or department head

### **18.05 Joint Safety Committee**

In the event the Union requests to form a Joint Safety Committee, it shall be established between City Administration representatives and Union representatives of appropriate work jurisdiction and will meet at the request of either party to discuss and take action to improve the safety of the work environment.

### **18.06 Clothing and Personal Protective Equipment**

The City agrees to provide and service any protective clothing and/or personal protective equipment (PPE) (e.g. coveralls, safety glasses) it deems necessary in order for the full-time employees covered under this Agreement to effectively and safely perform his or her work.

## ARTICLE XIX – WORKER’S COMPENSATION

### 19.01 Worker’s Compensation

Employees who are unable to perform work due to a work-related injury shall receive, in lieu of wages, payment as allowed for under applicable Wisconsin State Statutes. The City processes worker’s compensation claims through a third-party administrator (TPA).

The gross amount the employee would have received in wages if not receiving worker’s compensation payments is included in final earnings for Wisconsin Retirement System (WRS) purposes. Worker’s compensation funds earnings are not reported to Social Security for purposes of personal income tax.

## ARTICLE XX – WORK WEEK & WORK SCHEDULE

### 20.01 Work Week

All full-time employees covered by this Agreement shall have a guaranteed normal work day of eight (8) consecutive hours and a guaranteed work week of forty (40) hours. The normal work week shall consist of five (5) consecutive days, Monday through Friday, except for employees whose normal schedule shall include Saturday and work. Notwithstanding the exception contained in the preceding sentence, all such employees shall be guaranteed a normal work week of forty (40) hours as provided above.

### 20.02 Work Schedule

The present work schedule for employees covered under this Agreement is as follows:

#### Mechanic

First Shift

Monday through Friday  
7:00A.M. – 3:30P.M.  
½ hour paid meal break

Second Shift

Monday through Friday  
Tuesday through Saturday  
11:00A.M. – 7:30P.M.  
½ hour paid meal break

Third Shift

Monday through Friday  
5:00A.M. – 1:30P.M.  
½ hour paid meal break

#### Streetcar Technician

Monday through Friday  
6:00 A.M. – 2:30 P.M.  
½ hour paid meal break

It is mutually understood that the above schedules are subject to change upon proper notification being provided to the Union by the City.

### 20.03 Modification of Work Schedule

The City may modify the regular work schedule of any department on an annual or seasonal basis when both parties mutually agree. Employees may submit a request to modify their regular work schedule on a short-term or temporary basis. The approval for a flexible work

schedule is subject to the needs of the City, staffing levels within the employee's department, and any applicable State or federal law.

## **ARTICLE XXI – CLOSING OF A CITY DEPARTMENT OR BUILDING**

### **21.04 Closing of any City Department or Building**

In the event it becomes necessary to close the Department of Transportation or any other department due to an emergency situation beyond the control of City management, the Mayor or his or her designee will make every reasonable effort to notify employees through the media at least one hour prior to the beginning of the shift of the closing of the City offices, in which case, employees will not be paid for the duration of the closing.

In the event it becomes necessary to close the Department of Transportation or other departments during the course of the normal business day due to an emergency situation beyond the control of management, affected employees will be notified of the closing as soon as practically possible and employees affected by the closing shall be paid for the first half of their shift if they are sent home during the first half of their shift, or shall be paid for the entire day if sent home at any time during the second half of their shift.

If employees wish to be paid for the day or portion thereof under this policy, they shall be permitted to take annual leave or compensatory leave. They also have the option to take leave without pay.

If the workload in the department permits, and with approval of the supervisor or department head, employees may "make-up" the time lost by working before or after normal working hours or on Saturday on a straight time basis within the pay period in which the time to be made up was lost. If this option is chosen, a blue Report of Absence form showing leave of absence with pay shall be submitted to the City noting that time will be made up. All such requests must be pre-approved by Human Resources to ensure that no inadvertent violations of the Fair Labor Standard Act (FLSA) occur.

Sick leave may only be used for time off from work for an incapacitating illness or injury. Employees who request sick leave in these situations should have the validity of their request reviewed and if there is any question, a doctor's certification shall be requested (preferably at the time of the call requesting sick leave) before payment is authorized if it appears that there is a potential abuse of sick leave.

## **ARTICLE XXII – EMPLOYMENT BENEFITS**

### **22.01 Health and Dental Insurance**

Full-time employees are eligible for health and dental insurance on the first of the month after 60 days of employment. All employees will be required to pay a five percent (5%) monthly health insurance premium. This contribution will be waived with the employee's participation in the City provided Health Risk Assessment (HRA).

The City retains unilateral management rights in regards to the provision of health and dental insurance to employees and retirees, and said insurance is subject to unilateral change by the City.

Employees retain the right to opt out of the City provided health insurance and dental plan at any time. Employees who waive initial coverage must experience a qualifying life event as

defined in the carrier's summary plan description in order to reinstate or enroll for coverage. Or, they may enroll for coverage during the City's open enrollment period.

## **22.02 Health Insurance for Retirees**

Full-time employees who retire under the provisions of the Wisconsin Retirement System (WRS) may continue the health insurance plan as follows, unless otherwise specified by applicable labor agreement:

- A.** Any regularly appointed full-time employee retiring under the provisions of the WRS with greater than or equal to fifteen (15) years of service shall have the privilege of retaining City health insurance, the full premium costs being paid by the City, from the first month following the retiree's sixtieth (60<sup>th</sup>) birthday, for a maximum of five (5) years, or until the retiree becomes eligible for other paid health insurance, becomes eligible for Medicare, or until the retiree attains the age of sixty-five (65), whichever occurs first.
- B.** Any regularly appointed full-time employee retiring under the provisions of the WRS with greater than or equal to eight (8) years of service but less than fifteen (15) years of service shall have the privilege of retaining City health insurance, the full premium costs being paid by the City, from the first month following the retiree's sixty-second (62<sup>nd</sup>) birthday, for a maximum of three (3) years, or until the retiree becomes eligible for other paid health insurance, becomes eligible for Medicare, or until the retiree attains the age of sixty-five (65), whichever occurs first.

## **22.03 Retention of Health Insurance upon Disability Retirement/Separation**

- A.** Disabled individuals under the age of sixty-five (65) are eligible for Medicare after receiving disability benefits from Social Security for 24 months. Any regularly appointed full-time employee retiring/separating with a disability annuity under the provisions of the WRS with greater than or equal to twenty (20) years of service shall have the privilege of retaining City health insurance, with the full premium cost being paid by the City, from the first of the month following the active coverage end date, for a maximum of two (2) years. In order to receive such coverage, the retiree/participant must apply for Medicare within the first ninety (90) days of his or her disability date.
- B.** In the event that the retiree/participant dies, the widow and children of the deceased who were covered at the time of death shall have the privilege of retaining City health insurance at the same single/family coverage prior to the death provided that they elect to continue the coverage and pay the entire cost of coverage up to the original maximum of two (2) years that the retiree/participant would have retained the coverage provided that they do not have other health insurance coverage available to them.
- C.** Should the two (2) year bridge of coverage elapse without the retiree/participant securing Medicare coverage, the retiree/participant has a right to request an extension of coverage for reasons outside of his or her control, which would be reviewed and determined on an individual basis by the City.

## 22.04 Health Insurance for City Employees who are married or in a Domestic Partnership

- A. Couples who are married, or in a domestic partnership as recognized by the State of Wisconsin, cannot be covered under the City health insurance plan as an employee and as a dependent, and the dependents of City employees may not participate in the plan as a dependent of more than one employee.
- B. City employee's who are married or in a domestic partnership with another City employee may select one of the following options:
1. Each employee whose spouse/partner also works for the City may elect single coverage in City health insurance plan.
  2. Each employee whose spouse/partner also works for the City may elect either single or family coverage as long as neither employee is provided coverage both as a dependent and an employee. *Example: One of the employees in a two employee marriage with children could elect the single coverage and the other employee could elect family coverage for that employee and children, but not the spouse.*
  3. Each employee whose spouse/partner also works for the City may elect family coverage in the plan as long as neither employee is provided coverage both as a dependent and as an employee and children are covered on only one family policy. *Example: One of the employees in a two employee marriage with eligible dependents could elect the family coverage with some of the dependents and the other employee could elect family coverage under the plan with the remaining dependents, but neither employee could include the other spouse/partner or dependents covered.*
  4. Eligible dependents may be covered under the family plan as a dependent of one employee or the other, but not both.
  5. If the employee and the spouse/partner who also works for the City elect the same family plan, then all eligible dependents are covered under that same plan elected by their parent(s).
  6. City employees who subsequently divorce are each allowed to participate in either the single or family health insurance coverage in accordance with City policy or the divorce decree. If the divorce decree provides that one former spouse is responsible for the healthcare insurance of the other former spouse, the other former spouse would not be eligible for separate coverage and would be covered under the family policy selected by that one former spouse. Eligible dependents will be covered only under the policy of the parent who is listed as being responsible for the healthcare insurance of the children under the divorce decree, and if the divorce decree does not specify such responsibility, the eligible dependent will be covered under one family policy.
  7. If employees cannot mutually agree on which parent will have the family plan, the Human Resources Director will make that determination without right of appeal.

## **22.05 Adult Dependent Health Insurance Coverage**

The City makes health insurance coverage available for the adult dependents of eligible employees, retirees or qualified beneficiaries until the end of the birth month that the adult dependent turns the age of 26. Health insurance participants should refer to the applicable “Summary Plan Description” (SPD) for the official definitions of “dependent” under the health insurance plan.

Covered employees, retirees or qualified beneficiaries are required by law to inform the City that their child is losing their dependent status. It is the employee/retiree’s responsibility to provide this notice within 60 days after the event occurs so the COBRA Service Provider can notify the qualified beneficiary of the right to elect continuation coverage. The adult dependent coverage policy may be amended as allowed by applicable federal and state regulations. Failure to make a timely notification is a violation of City work rules and said lack of notification may result in discipline.

## **22.06 Wisconsin Retirement System**

The City is a participating employer in the Wisconsin Retirement System (WRS). Retirement and its associated benefits are administered by the Department of Employee Trust Funds (ETF). The WRS is a federal Internal Revenue Code §401(a) defined benefit plan. The City and eligible, participating employees shall pay contribute a 50/50 share to their WRS account, as set by State law. Information on WRS requirements and eligibility can be found at <http://etf.wi.gov/index.htm> or through the Human Resources Department.

## **22.07 Group Life Insurance**

Group life insurance is available to all City employees after six (6) months of WRS eligible employment. The employee must be a participating WRS member. The basic coverage benefit is paid by the City for an amount equal to the employee’s previous year’s earnings to the next highest \$1,000. Employees may choose additional, supplemental, and/or spouse and dependent coverage. This extra coverage is paid by the employee.

## **22.08 Killed in the Line of Duty Benefit**

The City will pay the beneficiary of any active, full-time City who is killed in the line of duty to receive one (1) year’s pay, based upon his or her current rate of pay.

## **ARTICLE XXIII – NO STRIKE OR LOCKOUT**

### **23.01 No Strike or Lockout**

The City agrees that during the term of this Agreement there shall be no lockouts of the workers, and the Union agrees that there shall be no strikes or walkouts, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service.

## **ARTICLE XXIV – SEVERABILITY OF AGREEMENT**

### **24.01 Severability of Agreement**

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE XXV – MAINTENANCE OF STANDARDS**

**25.01 Maintenance of Standards**

The employer agrees that all conditions of employment in his or her individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

**ARTICLE XXVI – TERMINATION OF AGREEMENT**

**26.01 Termination of Agreement**

This Agreement shall be in full force and effect from January 1, 2014 to and including December 31, 2016 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

The Union agrees to meet with City at the City’s request during this agreement and discuss additional changes and modifications that may need to be taken in order to continue City services and save additional money. Notwithstanding the previous statement, the City reserves a unilateral right to waive past practices in interpreting contract language.

Any language contained with the collective bargaining agreement that may be in conflict with the language as set forth above; the above language will control and the older language will be considered to have no force or effect. All terms and conditions as stated above and included in the status quo language shall expire as of December 31, 2016.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_.

**APPROVED:  
LOCAL 71-T  
AFSCME, AFL-CIO**

**APPROVED:  
CITY OF KENOSHA**

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk-Treasurer

## **APPENDIX A ATTENDANCE MONITORING AND CONTROL**

### **Statement of Policy**

The City of Kenosha grants leave with pay to qualified employees to enable them to take time off from work to conduct their personal affairs. The City also provides paid sick leave to qualified employees to enable them to take time off from work when they sustain an incapacitating injury or illness. Paid sick leave is not a supplement to other paid leave and it shall not be used in the absence of an incapacitating injury or illness.

Unscheduled leave has a disruptive effect upon the operations of the City, in that it makes it difficult to effectively schedule work and equitably distribute the workload. In order to deliver municipal services to the community on a timely and efficient manner, it is the goal of the City to maintain a stable workforce and to schedule work in the most efficient, effective and equitable manner possible. To achieve this goal, it is herein declared to be the policy of the City that employees are responsible for making themselves available for work on a reasonable and regular basis. Employees who fail to make themselves available for work on a reasonable and regular basis are subject to progressive discipline up to and including termination of employment.

### **Definitions**

The following terms shall, for the purpose of this policy and procedure, have the meanings provided below:

1. Incapacitating injury or illness shall mean an injury or illness, which, based upon reasonable medical certainty, justifies an employee's absence from work for the well-being of the employee and/or employer.
2. Occurrence shall mean a consecutive period of hours or days absent from work, whether paid or unpaid, regardless of duration, for any reason, except jury duty, union activity authorized under a Labor Agreement, compensatory leave, annual leave, floating holiday or other approved leave of absence with pay which is properly authorized in advance.

### **Application**

This policy shall apply to all City employees.

### **Calling In**

Employees who are not excused from work in advance of the scheduled reporting time are required to promptly call the department head or designee thereof prior to the normal starting time on any day should he/she be late for work, or should they be absent from work for all or part of one (1) or more scheduled workdays. Employees and persons calling in on behalf of employees must provide their name, the reason for the absence or late arrival, the expected time of arrival or return to work, and the address and telephone number at which the employee can be reached. Employees shall be subject to disciplinary action for non-compliance. Nothing in this section shall be construed to prevent a department from continuing to use or implementing alternative call-in procedures.

### **Attendance Monitoring - Responsibility**

The department head shall be responsible for uniform enforcement of this policy and procedure with respect to their employees, including the monitoring of the attendance of employees, notifying employees when they are suspected of not making themselves available for work on a reasonable and regular basis, issuing appropriate warnings, and for the taking of or recommending appropriate disciplinary action.

### **Monitoring Period**

Attendance shall be monitored during a base period which shall consist of a floating calendar year. For purposes of this policy, it shall commence with the date of the sick leave review and consist of the preceding 364 days. Absences occurring prior to the base period will not normally be counted, although they may be given weight where an employee's long term attendance pattern is being reviewed.

Attendance shall be monitored during a base period which shall consist of the calendar year immediately preceding the calendar year in which the monitoring takes place. Absences occurring prior to the calendar year monitored will not normally be counted, although they may be given weight where an employee's long term attendance pattern is being reviewed.

### **Attendance Monitoring – Procedure**

Department Heads shall review the quarterly sick leave usage reports of their employees for the purpose of identifying those employees having the greatest ten percent (10%) usage of sick leave within their comparable grouping. Department Heads shall review the calendar year sick leave usage reports of their employees for the purpose of identifying those employees having the greatest ten percent (10%) usage of sick leave within their comparable grouping.

Employees having the greatest ten percent (10%) usage of sick leave within their group within a given quarter shall have each day of sick leave taken within the monitoring period reviewed to determine whether the utilization of sick leave exhibits any of the following traits or characteristics:

1. Occurs frequently and is of short duration;
2. Falls on a Friday or Monday or before or after other days off;
3. Falls on the day before or day after a paid holiday or other authorized paid leave time;
4. Occurs when paid leave, other than sick leave, is exhausted;
5. Occurs when all paid leave, including sick leave, is exhausted;
6. Demonstrates a habitual exhaustion of paid sick leave, in the absence of an incapacitating injury or illness which is verified by a medical report;
7. Occurs when there is no incapacitating injury or illness;
8. Involves an unscheduled use of paid leave or leave without pay (LWOP) after sick leave benefits have been exhausted;
9. Long term sick leave.

After completing the review and summarizing the results, the department head shall meet with the employee and discuss the leave usage problem. The summarized information should be presented to the employee and he/she should be given the opportunity to explain any special or extenuating circumstances that would account for the high level of leave usage. If the absences can be documented to the satisfaction of the department head, then no further action need be taken, except that the reasons for the absences, the summary data, and the prospect for future occurrences of a similar type should be documented. This information should be retained by the department head with a copy to Human Resources.

### **Verbal Warning**

If a satisfactory explanation cannot be provided, then the employee should be verbally informed that they are considered to be a sick leave abuser and that they must take immediate action to improve their attendance record. The employee should also be informed that continuation of the utilization problems or pattern of sick leave usage will result in further disciplinary action, up to and including termination. A memo should be placed in the employee's personnel file detailing the meeting.

Following the verbal warning, all occurrences of sick leave usage by the employee shall be monitored for a minimum of one year. If the utilization problem or pattern of sick leave continues, the employee shall be given a written warning for the first occurrence.

### **Written Warning**

This warning shall inform the employee that his/her sick leave usage continues to be unacceptable, that they have ignored a previous verbal warning regarding the problem and have not taken the necessary action required to correct the problem. They shall be informed, in writing, that any use of sick leave in the succeeding twelve (12) months must be documented with a doctor's report. The doctor's report must be submitted immediately upon return to work and shall contain a certification from the physician stating the nature of the condition, the date(s) of absence due to such condition, that the employee was incapacitated, and a statement indicating whether or not the doctor examined the individual. The City may reject any report that is not signed by the physician or does not provide the required documentation. It is the responsibility of the employee to insure that any documentation submitted is complete. The City reserves the right to verify the contents of any doctor's report or require an examination by a physician or medical practitioner of the City's choosing.

The requirement for providing a doctor's slip may, at the discretion of the department head, be removed if no sick leave is used during a period of six consecutive months.

If during this twelve month review period the employee fails to provide the required doctor's report, or if the doctor's slip is determined to be unacceptable, then the following steps shall be taken:

1. First Occurrence - Sick leave benefits will not be paid and the absence in question will be treated as a leave of absence without pay. A letter will be provided to the employee detailing the above action and an additional warning stating that the employee may be suspended or terminated for future occurrences of undocumented sick leave usage.
2. Second Occurrence - Sick leave benefits will not be paid and the absence in question will be treated as a leave of absence without pay. In addition, the employee shall be given a one (1) day suspension without pay. A letter shall be provided stating that this is the final warning and that any instance of undocumented sick leave usage or unacceptable sick leave documentation during the review period shall result in termination.
3. Third Occurrence - In the absence of significant extenuating/mitigating circumstances, a recommendation will be made to discharge.

Any employee who files a false medical report shall be subject to termination of employment.

**RESOLUTION # \_\_\_\_\_**

**BY: The Mayor**

**Resolution to Approve a New Labor Agreement for 2014-16  
Between the City of Kenosha and AFSCME, Local #71 - Transit**

**WHEREAS**, the mechanics of the Department of Transportation filed with the State of Wisconsin for official representation by AFSCME, Council 40 in 2013; and

**WHEREAS**, the City of Kenosha and Local #71 bargained in good faith in reaching a voluntary tentative agreement to a new collective bargaining agreement for 2014 – 2016; and

**WHEREAS**, the Union has notified the City that their membership has ratified the terms of said tentative settlement agreement (Appendix A); and

**WHEREAS**, said agreement is structured around the status quo provisions (with concessions) of the 12/31/13 expired collective bargaining agreement with AFSCME Local #71; and

**WHEREAS**, said new agreement in its entirety is attached.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Kenosha, Wisconsin that the new collective bargaining agreement between the City of Kenosha and AFSCME, Local #71 Transit be approved in accordance with the terms as attached (Appendix A) effective January 1, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_, (City Clerk)  
Debbie Salas

APPROVED: \_\_\_\_\_, (Mayor)  
Keith Bosman

## APPENDIX A

### SUMMARY OF TENTATIVE AGREEMENTS BETWEEN THE CITY AND AFSCME, Local #71 - Transit

*(AFSCME, Local #71 – Transit currently represent 5 full-time mechanic employees in the City Department of Transportation)*

The parties, having met at various times throughout 2014 and 2015 have reached a voluntary settlement with an original collective bargaining agreement which are now recommended for approval by the Common Council:

The provisions that differ from the status quo benefits of the expired 12/31/2013 AFSCME labor agreement are:

1. Wages (effective January 1 of each year as follows):

2014: 1% Across-the-board (already approved by the Common Council *and* already applied to base wages as part of the 2014 adopted operating budget).

2015: 2% Across-the-board

2016: 2% Across-the-board

2. On-Call Holiday Pay:

Employees who are scheduled to be “on-call” for an observed City holiday shall be paid at 2x their normal rate of pay for time worked on the holiday plus holiday pay.

3. Seniority

Seniority will be maintained among the Transit mechanics only for purposes of shift pick, vacation pick, lead mechanic opportunity and forced OT (in inverse order).

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

ITEM: Resolution regarding an across-the-board increase for Regular Part-Time and Temporary Employees effective July 1, 2015

As part of the overall 2015 operating budget for the City of Kenosha adopted by the Common Council on November 25, 2014, funds were included for an across-the-board increase for Regular Part-Time and Temporary employees to be effective at the same time as the implementation of the Compensation and Classification study for permanent employees.

Based on the resolution, the cost of a 1 1/2% across-the-board increase effective July 1, 2015 would be \$16,600 including fringes. There are sufficient funds available in the 2015 operating budget.

Date Prepared: 6/30/15

Prepared By: 

Reviewed By: 

RESOLUTION # \_\_\_\_\_

**BY: THE MAYOR**

**RESOLUTION TO APPROVE AN ACROSS THE BOARD  
WAGE INCREASE FOR  
TEMPORARY AND PERMANENT PART-TIME EMPLOYEES**

**WHEREAS**, the 2015 City operating budget adopted by the Common Council set aside funds for costs associated with an implementation of the classification and compensation study conducted by Carlson and Dettman for general, full-time City employees as well as across-the-board wage increases for seasonal and part-time employees; and

**WHEREAS**, Carlson and Dettman recommended a 1.5% across-the-board wage increase as part of the study's recommendation for affected full-time employees to be effective July 1, 2015; and

**WHEREAS**, the Common Council adopted these recommendations on April 6, 2015; and

**WHEREAS**, the City recommends that temporary and permanent part-time employees of the City receive a 1.5% across-the-board wage increase effective July 1, 2015 consistent with said inflationary increase for non-represented employees.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Kenosha, Wisconsin that the wage schedules for temporary and permanent part-time employees be adjusted by a 1.5% across-the-board wage increase effective July 1, 2015.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_, (City Clerk)  
Debra Salas

APPROVED: \_\_\_\_\_, (MAYOR)  
Keith Bosman

June 29, 2015

The Honorable Common Council  
CITY OF KENOSHA  
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Pastor Lawrence L. Kirby II, 3115 Washington Road, Kenosha, to the Police & Fire Commission to fulfill an unexpired term which expires May 6, 2019. Pastor Kirby filed his Statement of Economic Interest on June 9, 2015.

Pastor Kirby was licensed to preach in 2004 and has served for numerous groups and organizations, including as a Program Assistant and Director for the Godfather's Club, Assistant Director of the St. Paul Youth Department, facilitator and creator of the Boys Club at the 21<sup>st</sup> Century Prep School, Director of Hope House (a residential facility for troubled boys ages 12 to 17), Co-Chair of the St. Paul Young Adult Department, Assistant Coordinator for Youth & Young Adult Department for the Wisconsin General Baptist State Convention State Congress, and VITA Program Coordinator for the City of Racine. He was ordained in 2009 and has since served as the Youth Director at the St. Paul Baptist Church, St. Paul Audio/Visual Committee chair, and an Associate Pastor at the St. Paul Baptist Church. He currently is a committee member for the Racine Christian Youth Coalition, a youth instructor for the WGBSC, a team lead for CPS Ministries in the National Baptist Convention U.S.A. Inc., member of the Board of Directors for the United Way of Kenosha, and Senior Pastor of the Second Baptist Church of Kenosha. Pastor Kirby and his wife Chandrika have three children, Reginald, Kennedy and Marley.

I am confident Pastor Kirby will be a conscientious and hardworking member of the Police and Fire Commission.

Sincerely,  
CITY OF KENOSHA



Keith G. Bosman  
Mayor

KGB:pml



KEITH G. BOSMAN  
Mayor

June 29, 2015

The Honorable Common Council  
CITY OF KENOSHA  
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Jaclyn Schmit, 8630-82nd Street, to the Mayor's Youth Commission to fulfill an unexpired term which expires November 1, 2015. Ms. Schmit filed her Statement of Economic Interest on June 16, 2015.

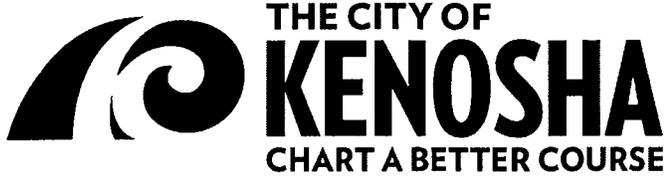
Ms. Schmit is employed as Resource Development Coordinator at the Boys & Girls Club of Kenosha. She also mentors through the Kenosha Area Business Alliance and is a volunteer softball coach for Kenosha Cyclones, the leading fast pitch organization in Wisconsin. Ms. Schmit believes in promoting positive after-school programs and activities, and in letting the youth of our community know they are being heard and their positive accomplishments are appreciated. If appointed to the Commission, she is particularly interested in special events, public presentations, award judging, and school programs.

I am confident Ms. Schmit will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,  
CITY OF KENOSHA

Keith G. Bosman  
Mayor

KGB:pml



Shelly Billingsley, P.E.  
 Acting Director of Public Works  
 City Engineer

June 24, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee  
 Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Acting Director of Public Works/City Engineer

Subject: Project: 15-1219 Parks West Garage Roof Replacement  
 Location: 3801 65<sup>th</sup> Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$115,000.00. Budget amount is \$120,000.00.

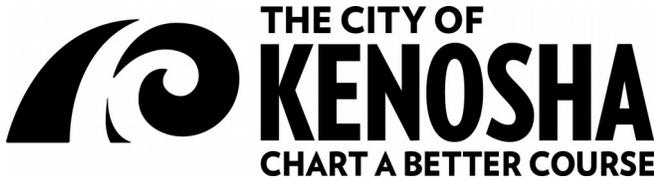
This project consists of installation of an insulation infill atop existing metal roof, new EPDM roof membrane, sheet metal, and associated flashing.

**Following is the list of bidders:**

Contractor	Bid Total
Carlson Racine Roofing, Racine, WI	\$81,392.00
Kaschak Roofing, Franklin, WI	\$84,900.00
JT Rams, LLC, Saukville, WI	\$92,303.00
SRS Roofing & Sheet Metal, Waterford, WI	\$103,900.00

It is recommended that this contract be awarded to Carlson Racine Roofing and Sheet Metal, Inc., Racine, Wisconsin for the base bid amount of \$81,392.00 plus \$11,608.00 in contingency for unforeseen conditions (if needed), for total award amount of \$93,000.00. Funding is from CIP Line Item PK-10-001.

SAB/kjb



**Shelly Billingsley, P.E.**  
**Acting Director of Public Works**  
**City Engineer**

July 1, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Acting Director of Public Works/City Engineer

Subject: Project: 15-2031 Kenosha Engine Plant CS Soil Remediation  
 Location: 5555 30<sup>th</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$1,051,920.00.

This project consists of removal stockpiling, transportation of surface pavement and former building foundations, excavation and transportation of impacted soil, excavation backfilling with compaction using on-site materials, installation of storm water features and connection to existing storm sewer, grading and placement of earthen cover.

**Following is the list of bidders:**

Contractor	Bid Subtotal	Allowance	Alternate 1	Total
A.W. Oakes & Son, Racine, WI	\$880,900.00	\$100,000.00	\$27,745.00	\$1,008,645.00
HIS Constructors, Indianapolis, IN	\$926,000.00	\$100,000.00	\$16,275.00	\$1,042,275.00

An allowance of \$100,000 is being given for removal of unknown quantities of subsurface materials.

It is recommended that this contract be awarded to A.W. Oakes & Son, Racine, Wisconsin for the subtotal bid amount of \$880,900 plus \$100,000 allowance plus \$27,745 for Alternate 1 for a We Energies gas line plus \$150,355.00 in contingency for unforeseen conditions (if needed), for total award amount of \$1,159,000.00. Funding for \$748,767.88 is from Ready for Reuse Loan and funding for \$410,232.12 is from BEBR.

SAB/kjb

## Kenosha Regional Airport Lease Summary

---

### Hangar 5000, LLC 10270 - 52nd Street

- 1.) **TERM:** 20 years; September 1, 2015 through and including August 31, 2035
  
- 2.) **RATE:** Annual Fee \$.20 = \$5,240.00  
Biannual Payments \$.20 = \$2,620.00
  
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
  
- 4.) **LOCATION ON AIRPORT:** 10270 - 52nd St.
  
- 5.) **PROPERTY DESCRIPTION:** 26,200 sq. ft./Constructed 1997.
  
- 6.) **HANGAR DIMENSIONS:** 80' x 242'
  
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
  
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
  
- 9.) **NOTE:** Lease Renewal

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

HANGAR 5000, LLC,  
A Wisconsin Limited Liability Company,  
10270 52nd Street,  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Hangar 5000, LLC, a Wisconsin limited liability company, with offices at 10270 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

Whereas, the Lessee's current Lease with the City expires August 31, 2015; and,

Whereas, the Lessee timely requested that the City negotiate a new Lease with the Lessee; and,

Whereas, the Lessee and the City have negotiated the terms and conditions of a new Lease; and,

Whereas, the Lessee desires to enter into this Lease to use land at the Airport for an existing airport T-hangar complex located at 10270 52nd Street consisting of 1 building, approximately 80' by 242' in size; and,

Whereas, it is to the mutual advantage of the parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 Land. The City leases to the Lessee 26,200 square feet of land located at 10270 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A", hereinafter referred to as the "Premises".

1.2 Acceptance. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

#### ARTICLE 2 – TERM

The Term of this Lease is for the period of September 1, 2015 through and including August 31, 2035, hereinafter referred to as the "Term". Between 6 months and 1 year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any term agreed to by the parties.

#### ARTICLE 3 - RENT

3.1 Rent. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of \$5,240.00 based upon a charge of \$0.20 per square foot for the Premises. The rent shall be payable in equal semiannual installments of \$2,620.00 on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 Late Payments. Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of 1-1/2% percent per month, until paid in full.

3.3 Rent Adjustment. The annual rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other similar land leases at the Airport.

#### ARTICLE 4 – IMPROVEMENTS

4.1 Definition. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 Plans And Specifications. Plans and specifications for the construction of any Improvements shall be submitted for approval to the Airport Commission and the City. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 Construction Insurance Requirements. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 Construction Liens. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within 60 days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 Risk Of Loss. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 Indemnity And Hold Harmless By Contractors. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 Inspection. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 No Contractor's Rights Against City. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its

officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 Unauthorized Improvements. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within 60 days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 Ownership, Transfer, Surrender Or Removal Of Improvements. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within 120 days of Lease Termination.

#### ARTICLE 5 - USE OF PREMISES

5.1 Use Of Premises. The Lessee shall use the Premises for the storage of aircraft and repairs by the aircraft owners of aircraft housed in the T-hangar complex within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 Noise Standards For Aircraft Based On Premises. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 Limitation On Aircraft Repair Work Outside Of A Hangar. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 12 hours outside of a hangar without the prior permission of the Airport Director.

5.4 Changed Use. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 Prohibited Use. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not related to aviation operations, including but not limited to trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 Nonexclusive Airport Rights. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 Common Areas Of Airport. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 - PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

## ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 Lessee's Responsibilities. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed 6 inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons constructed by the Lessee.

9.2 Time Requirements For Repairs. The Lessee shall have 30 days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and 120 days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost \$500.00 or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of \$500.00 to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 Lessee's Failure To Maintain. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within 30 days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action,

fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of 18% per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 – PAINTING

The Lessee shall, within 5 years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

#### ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 Laws, Rules, Regulations And Orders. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 Safety. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 Licenses, Certificates And Permits. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 Taxes And Fees. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

#### ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

#### ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for

the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

#### ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

#### ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

#### ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

#### ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

## ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to 365 days multiplied by the total floor surface area of the building or structure.

## ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of 15 consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to 365 days.

## ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

## ARTICLE 23 - LIABILITY INSURANCE

23.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. At least 30 days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of

Insurance and policy. Within 30 days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least 30 days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 Increased Coverage. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing 30 days advance written notice to the Lessee whenever the Airport Minimum Standards set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 Required Minimum Coverage. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability
  - \$1,000,000.00 Each Occurrence having the following coverages where applicable:
    - i. Premises and Operations including Hangarkeepers
    - ii. Independent Contractor and Subcontractor
    - iii. Products and Completed Operations
    - iv. Contractual Liability
    - v. Death and Personal Injury
  
- B. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000.00 Each Accident
    - \$100,000.00 Disease, Each Employee
    - \$500,000.00 Disease, Policy Limit

## ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of 100% percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least 30 days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within 30 days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 Damage Election By Lessee. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within 120 days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 Lessee's Obligations. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 Abatement Of Rent. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 Restoration Of Premises. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of 1 foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced 120 day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

#### ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

## ARTICLE 26 – ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the City, the Lessee may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

## ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have 20 days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have 60 days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within 30 days following its receipt of the written notice from the City and the Lessee acts within said 30 days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within 120 days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

## ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for 6 months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

## ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 Prohibition Of Involuntary Assignment, Transfer Or Sale. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 Effect Of Bankruptcy. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of 120 days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

## ARTICLE 30 – NONDISCRIMINATION

30.1 Compliance. In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

- a. No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or

- the Improvements contrary to federal, state or local law, rule or regulation.
- b. In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.
  - c. The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3. The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4. The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

### ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

### ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

### ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

### ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

### ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:

Larry S. Kilpatrick Hangar #7  
6313 43<sup>rd</sup> Street #161  
Kenosha, Wisconsin 53144

James Nerstrom Hangar #2  
735 Sunrise Road  
Green Oaks, Illinois 60048

If to City:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

#### ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the 24<sup>th</sup> day of June, 2015, and by action taken by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Hangar 5000, LLC have timely taken place.

*Signature Pages Follow*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

City of Kenosha, Wisconsin,  
A Municipal Corporation

BY: \_\_\_\_\_  
Keith G. Bosman  
Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Debra Salas  
City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a 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 City, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

Hangar 5000, LLC,  
A Wisconsin Limited Liability Company

BY: *Larry S. Kilpatrick*  
Larry S. Kilpatrick  
Managing Member

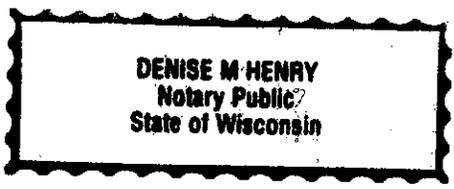
Date: *June 2, 2015*

BY: *James Nerstrom*  
James Nerstrom  
Managing Member

Date: *June 2, 2015*

STATE OF )  
                  ):SS.  
COUNTY OF )

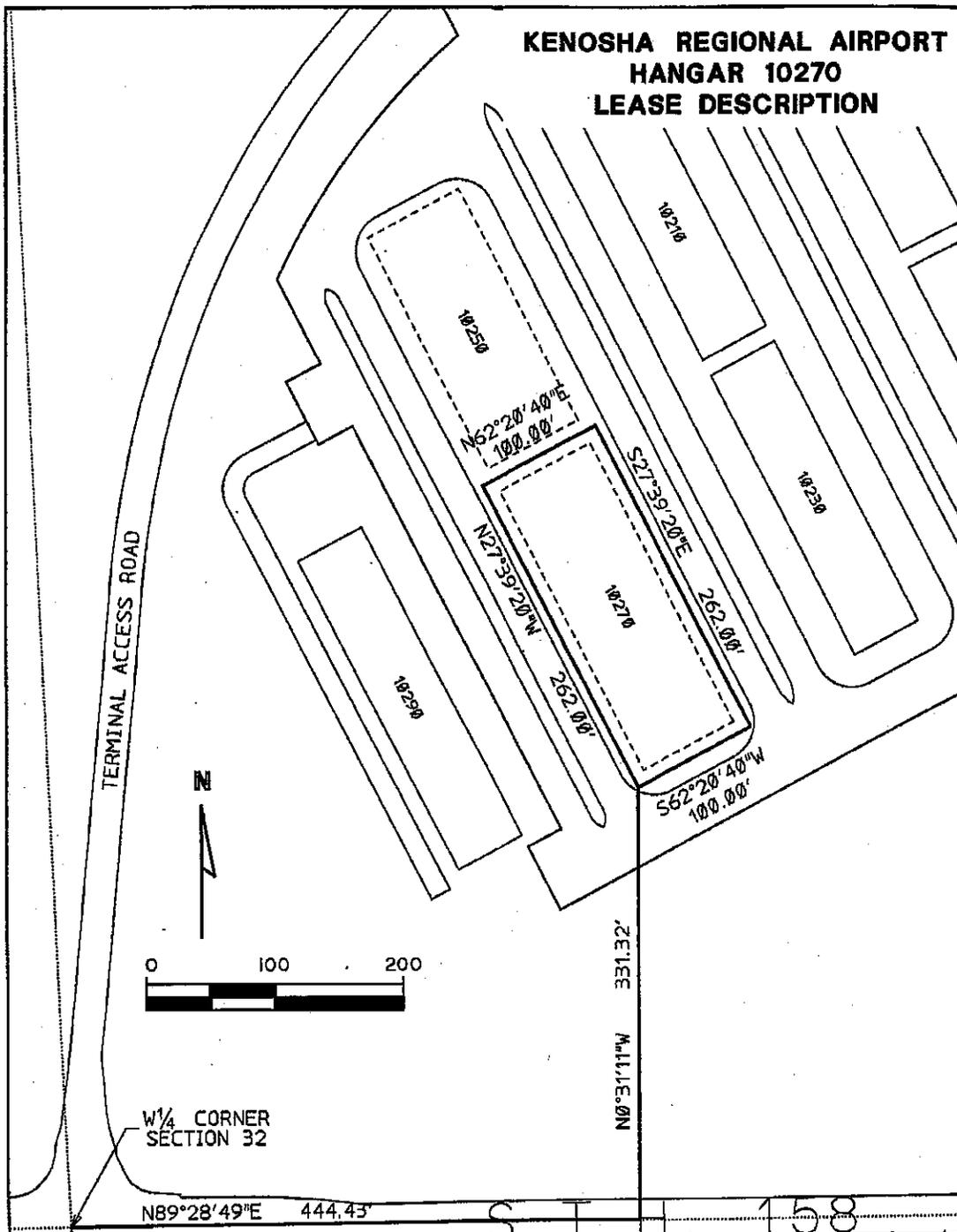
Personally came before me this *2<sup>nd</sup>* day of *June*, 2015, Larry S. Kilpatrick and James Nerstrom, Managing Members of Hangar 5000, LLC, a limited liability company, to me known to be such Managing Members of said limited liability company, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said company, by its authority.



*Denise M. Henry*  
*Denise M. Henry*  
Notary Public, *Kenosha* County, *WI*  
My Commission expires/is: *1/31/2016*

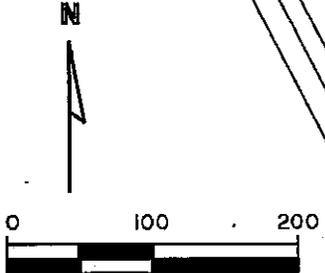
Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

EXHIBIT A



**KENOSHA REGIONAL AIRPORT  
HANGAR 10270  
LEASE DESCRIPTION**

TERMINAL ACCESS ROAD



W<sup>1</sup>/<sub>4</sub> CORNER SECTION 32

N 89° 28' 49" E 444.43'

N 0° 31' 11" W 331.32'



Mead & Hunt, Inc.  
6501 Werts Road, Suite 101  
Madison, Wisconsin 53719-2700

A parcel of land located in the SW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub> of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West<sup>1</sup>/<sub>4</sub> corner of said Section 32, thence N 89°-28'-49" E, along the south line of said NW<sup>1</sup>/<sub>4</sub>, 444.43 feet; thence N 0°-31'-11" W, 331.32 feet to the point of beginning; thence N 27°-39'-20" W, 262.00 feet; thence N 62°-20'-40" E, 100.00 feet; thence S 27°-39'-20" E, 262.00 feet; thence S 62°-20'-40" W, 100.00 feet to the point of beginning.

Parcel contains 26,200 square feet, more or less.

NOTE:  
DESCRIPTION WRITTEN FROM EXISTING MAPPING,  
NO FIELD VERIFICATION HAS BEEN DONE

Dwg. No. N9168S-S1  
Sheet 1 of 1

## Kenosha Regional Airport Lease Summary

---

**Global Jet Properties, Inc.**  
**4480 – 91<sup>st</sup> Avenue**

- 1.) **TERM:** 30 years; July 1, 2015 through and including June 30, 2045
  
- 2.) **RATE:**

Annual Fee	\$.22 = \$24,394.00
Biannual Payments	\$.22 = \$12,197.00
Fuel Tank Fee 1 @ \$2,000.00 per tank per year	\$2,000.00
Fuel Flowage Fees = \$.20 per gallon	
  
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
  
- 4.) **LOCATION ON AIRPORT:** 4480 – 91<sup>st</sup> Avenue
  
- 5.) **PROPERTY DESCRIPTION:** 110,883 sq. ft./New Construction 2015
  
- 6.) **HANGAR DIMENSIONS:** 209' x 254'
  
- 7.) **USE OF HANGAR:** Aircraft Storage, Repairs and Self-Fueling Operator.
  
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
  
- 9.) **NOTES:**
  - (1) Rent Abatement. In consideration for the Lessee designing, constructing and donating the Ramp Expansion Area, beginning July 1, 2015 through June 30, 2018 for a total rent abatement of \$73,182.00. Article 3.6
  
  - (2) Lessee, during the Term of Lease, shall provide at no cost offices and screening facilities to United States Department of Homeland Security U.S. Customs and Border Protection. Article 5.9

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

GLOBAL JET PROPERTIES, INC.  
A Florida Corporation  
4480 91<sup>st</sup> Avenue  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Global Jet Properties, Inc., a Florida corporation, with offices located at 4480 91<sup>st</sup> Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

Whereas, the Lessee desires to enter into this Lease to use land at the Airport for the construction of: (1) an aircraft hangar complex located at 4480 91<sup>st</sup> Avenue consisting of one building measuring approximately 209 feet by 254 feet which will include related offices and storage together with offices and screening facilities for the United States Department of Homeland Security U.S. Customs and Border Protection; (2) an aircraft parking ramp area measuring approximately 402 feet by 407 feet; and (3) a fuel farm; and,

Whereas, it is to the mutual advantage of the parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 - PREMISES

1.1 Land. The City Leases to the Lessee 110,883 square feet of land located at 4480 91<sup>st</sup> Avenue, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as Hangar Lease Description Hangar No. 4480 hereinafter referred to as the "Premises".

1.2 Acceptance. The Lessee warrants that it has inspected the Premises and

has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

The term of this Lease is for the period of July 1, 2015 through and including June 30, 2045, hereinafter referred to as the "Term". Between 6 months and 1 year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any term agreed to by the parties.

## ARTICLE 3 - RENT AND FEES

3.1 Rent. Subject to Article 3.5, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of \$24,394.00 based upon a charge of \$0.22 per square foot for the Premises. The rent shall be payable in equal semiannual installments of \$12,197.00 on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 Fuel Farm Facility Fee. Subject to Article 3.5, the Lessee agrees to pay the City a fuel farm facility fee, for one fuel tank, hereinafter referred to as the "Tank Fee" in the annual sum of \$2,000.00. The Tank Fee shall be payable in equal quarterly installments of \$500.00 on or before January 1, April 1, July 1 and September 1 of each year during the Term of this Lease.

3.3 Fuel Flowage Fee. Subject to Article 3.5, the Lessee agrees to pay the City a fuel flowage fee, hereinafter referred to as the "Fuel Fee" in the sum of \$0.20 per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "Fuel" delivered to the Airport for Lessee's use. At the time of Fuel delivery, the Lessee shall provide the Airport Director a copy of the delivery invoice from the supplier showing the date of delivery, type of Fuel and number of gallons. The Lessee shall pay the Fuel Fee to the City within 30 days of being invoiced by the City.

3.4 Late Payments. Late payment of the rent, Tank Fee, or Fuel Fee shall be subject to interest on the unpaid balance due and payable at the rate of 1 1/2% per month, until paid in full.

3.5 Rent And Fee Adjustment. The rent, Tank Fee and Fuel Fee may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other similar land Leases at the Airport.

3.6 Rent Abatement. In consideration for the Lessee designing, constructing and donating the Ramp Expansion Area described in Article 4 of this Lease to the Airport and the City, the City agrees to abate the rent for the Premises in the amount of \$24,394.00 per year beginning July 1, 2015 through June 30, 2018 for a total rent abatement of \$73,182.00. All other terms and conditions of this Lease shall apply during the rent abatement period set forth in this Article 3.6.

#### ARTICLE 4 – IMPROVEMENTS

4.1 Definition. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications by the Lessee on and off the Premises including the following:

- a. Lessee, at Lessee's cost and expense, shall design and construct an aircraft hangar complex on the Premises consisting of one building measuring approximately 209 feet by 254 feet. The aircraft hangar complex shall include related offices and storage as well as offices and screening facilities for the United States Department of Homeland Security U.S. Customs and Border Protection.
- b. Lessee, at Lessee's cost and expense, shall design and construct a fuel farm facility for one fuel tank.
- c. Lessee will donate to the Kenosha Regional Airport and the City, at Lessee's cost and expense, an aircraft ramp area measuring approximately 162,235 square feet shown on attached Exhibit "A" as the Ramp Expansion Area. The Ramp Expansion Area will be designed and constructed at Lessee's cost and expense to meet or exceed current Federal Aviation Administration guidelines. This is a goodwill donation to the Kenosha Regional Airport and the City of Kenosha on behalf of the Lessee, Global Jet Properties, Inc.

4.2 Plans And Specifications. Plans and specifications for the construction of any Improvements shall be submitted for approval to the Airport Commission, the City and any other governmental authority having jurisdiction over the Improvements. No work shall commence on the Improvements until all necessary approvals have been received and all required permits have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 "As-Built" Plans. Lessee, at Lessee's cost and expense, shall provide the City with "as-built" plans of the Improvements, including the Ramp Expansion Area, stamped by a professional engineer registered in the State of Wisconsin. The Lessee, at Lessee's cost and expense, shall provide the City with written certification by a professional engineer registered in the State of Wisconsin that the Improvements were designed, constructed, installed, completed,

and function as intended in accordance with all approved plans and specifications, the City Zoning Ordinance, the Code of General Ordinances, and all applicable state and federal laws, rules and regulations. The "as-built" plans shall be provided to the City in print and digital form acceptable to the City. The Lessee shall obtain approval of the "as-built" plans from the City prior to City issuance of any Temporary Certificate of Occupancy.

4.4 Construction Insurance Requirements. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director:

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.5 Construction Liens. The Lessee, in making Improvements, shall not grant permission for or permit any liens for labor or materials to attach to the land upon which the Airport is located without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the land upon which the Airport is located. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the land upon which the Airport is located, the Lessee shall take such steps as shall cause the discharge of such lien within 60 days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements on the Premises subject to a security lien on those Improvements. However, no security lien shall be permitted to attach to the Ramp Expansion Area Improvements. Furthermore, the Lessee shall not permit any security lien to attach to the real estate upon which any of the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.6 Risk Of Loss. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.7 Indemnity And Hold Harmless By Contractors. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements

by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.8 Inspection. The City, at its discretion, may provide engineering and inspection services during construction of the Improvements to ascertain the Lessee's compliance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all applicable state and federal laws, rules and regulations. The cost for the engineering and inspection services shall be based upon the hourly rate of the City employees performing the services plus indirect costs. The Lessee shall pay the City for all engineering and inspection services provided by the City within 45 days of being invoiced. The engineering and inspection services provided pursuant to this Article 4.8 shall not relieve the Lessee from constructing and installing the Improvements in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all applicable state and federal laws, rules and regulations, or from providing the City all stamped "as-built" plans and all "as-built" plan certifications required by this Lease.

4.9 No Contractor's Rights Against City. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.10 Unauthorized Improvements. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within 60 days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.11 Ownership, Transfer, Surrender Or Removal Of Improvements. The Lessee shall own, have, and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements on the Premises to a third party at a fair market value subject to such third party entering into a new lease with the

- City;
- b. Surrendering all Improvements on the Premises to the City at no cost to the City; or
  - c. Removing all Improvements from the Premises within 120 days of Lease termination.

4.12 Ramp Expansion Area. The Ramp Expansion Area being constructed by the Lessee pursuant to this Article 4 constitutes a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. Lessee, at Lessee's cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the construction of the Ramp Expansion Area. The City shall cooperate with the Lessee in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to construct and complete the Ramp Expansion Area. Prior to the City accepting the Ramp Expansion Area, the Lessee shall file with the City an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

#### ARTICLE 5 - USE OF PREMISES

5.1 Use Of Premises. Except for that portion of the Premises made available by the Lessee to the United States Department of Homeland Security U.S. Customs and Border Protection for offices and screening facilities, the Lessee shall use the Premises as a Common Hangar Storage Operator and Self-Fueling Operator within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator and for Self-Fueling Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall also be permitted to use the Premises for airframe and power plant repairs of aircraft owned by the Lessee. Airframe and power plant repairs of aircraft owned by the Lessee are to be performed by the Lessee or a person who is regularly employed by the Lessee, within the limits of the Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 Noise Standards For Aircraft Based On Premises. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 Limitation On Aircraft Repair Work Outside Of A Hangar. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 12 hours outside of a hangar without the prior

permission of the Airport Director.

5.4 **Changed Use.** Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

5.5 **Prohibited Use.** The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

5.6 **Nonexclusive Airport Rights.** Except for the exclusive right of the Lessee to the use and possession of that part of the Premises occupied by the Lessee pursuant to this Lease, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 **Common Areas Of Airport.** The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

5.8 **Fuel Farm Facility.** The Lessee's use of the Lessee's fuel farm is subject to the following flowage standards:

- a. The Lessee, pursuant to accepted industry standards and methods, shall verify the proper grade of all fuel delivered, ensure that all compartments and valves are sealed, check color and specifications of all fuel, and check truck sump for fuel contamination.
- b. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.
- c. Filter all turbine fuel before placing in storage tanks.
- d. Remove fuel through an industry approved filtration system.
- e. Equip filters with differential pressure measuring equipment.
- f. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.
- g. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.
- h. Make a mechanical or chemical check for turbine fuel.
- i. Make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and replace filtration equipment as required.
- j. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.
- k. Provide safety facilities and adopt safety and training standards for personnel

engaged in fueling operations as may be reasonably established by the City as a part of the certification requirements imposed upon the City by applicable Federal Aviation Administration Regulations.

1. The Lessee's failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subjecting the Lessee's use of the fuel farm facility to termination pursuant to Article 26 of this Lease.

5.9 U.S. Customs And Border Protection. Unless otherwise agreed in writing between the City and the United States Department of Homeland Security U.S. Customs and Border Protection ("CBP"), the Lessee, during the Term of this Lease, shall provide at no cost to the CBP offices and screening facilities within the Lessee's aircraft hangar complex. The CBP offices and screening facilities shall be constructed at Lessee's cost and expense in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all applicable state and federal laws, rules and regulations. The CBP shall have the exclusive use and occupancy of the CBP offices and screening facilities located within the Lessee's aircraft hangar complex. Any security instruments or financing documents related to the Lessee's financing of any Improvements on the Premises shall be subordinate to the rights of the CBP to the use and enjoyment, at no cost to the CBP, of the offices and screening facilities located within the Lessee's aircraft hangar complex.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 - PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

## ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 Lessee's Responsibilities. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed 6 inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements on the Premises and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping on the Premises.
- i. Be responsible for repair and maintenance of aprons constructed by the Lessee.

9.2 Time Requirements For Repairs. The Lessee shall have 30 days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and 120 days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost \$500.00 or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of \$500.00 to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 Lessee's Failure To Maintain: In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within 30 days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of 18% per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

#### ARTICLE 11 - GOVERNMENTAL REGULATIONS

11.1 Laws, Rules, Regulations And Orders. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

11.2 Safety. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

11.3 Licenses, Certificates And Permits. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

11.4 Taxes And Fees. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

#### ARTICLE 12 - UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain and pay for all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

#### ARTICLE 13 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### ARTICLE 14 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

#### ARTICLE 15 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

#### ARTICLE 16 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City and the CBP to use and inspect the Premises, and to exercise any other rights provided and reserved to the City and the CBP pursuant to this Lease.

#### ARTICLE 17 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 17 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

#### ARTICLE 18 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City

considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

#### ARTICLE 19 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to 365 days multiplied by the total floor surface area of the building or structure.

#### ARTICLE 20 - NATURAL DISASTER

The Lessee's obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of 15 consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to 365 days.

#### ARTICLE 21 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to Lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any Lease to any such government, shall be suspended for the period of such government Lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the Leasehold value.

#### ARTICLE 22 - LIABILITY INSURANCE

22.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an

insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

22.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 22 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 22. At least 30 days before the expiration date of any insurance policy required by this Article 22, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within 30 days after the premium on any insurance policy required by this Article 22 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least 30 days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 22 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

22.3 Increased Coverage. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing 30 days advance written notice to the Lessee whenever the Airport Minimum Standards set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

22.4 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 22, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 22 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 22 shall not be construed to conflict with the obligations of the Lessee in Article 24.

22.5 Required Minimum Coverage. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability
  - \$1,000,000.00 Each Occurrence having the following coverages:
    - i. Premises and Operations including Hangarkeepers
    - ii. Independent Contractor and Subcontractor
    - iii. Products and Completed Operations
    - iv. Contractual Liability
    - v. Death and Personal Injury
  
- B. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000 Each Accident
    - \$100,000 Disease, Each Employee
    - \$500,000 Disease, Policy Limit
  
- C. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the Premises) \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

#### ARTICLE 23 - INSURANCE OF IMPROVEMENTS

23.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of 100% percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least 30 days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within 30 days after the premium of any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

23.3 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City, in addition to

any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 24.

23.4 Damage Election By Lessee. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within 120 days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

23.5 Lessee's Obligations. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

23.6 Abatement Of Rent. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

23.7 Restoration Of Premises. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of 1 foot below the grade thereof and restore the surface to a level condition at its original pre-lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced 120 day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original pre-lease condition and elevation at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

#### ARTICLE 24 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this

Lease, indemnify and hold harmless the City, the Airport Commission, the CBP and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, the CBP or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

#### ARTICLE 25 - ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the City, the Lessee may assign or sublease all or a portion of this Lease. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

#### ARTICLE 26 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to provide the Airport Director fuel delivery invoices pursuant to Article 3.3, or to pay the Tank Fee or Fuel Fee pursuant to Articles 3.2 and 3.3 shall at the option of the City subject the Lessee's fueling privileges or this entire Lease to termination. Failure on the part of the Lessee to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Lessee shall have 20 days following its receipt of written notice from the City to pay

any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges or this Lease as provided for under this Article 26. Lessee shall have 30 days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City prior to termination of fueling privileges or this Lease as provided for under this Article 26. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within 30 days following its receipt of the written notice from the City and the Lessee acts within said 30 days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements on the Premises to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements on the Premises to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within 120 days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

#### ARTICLE 27 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 26 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for 6 months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

#### ARTICLE 28 - EFFECT OF BANKRUPTCY OR INSOLVENCY

28.1 Prohibition Of Involuntary Assignment, Transfer Or Sale. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary

assignment, transfer or sale shall be void and of no effect.

28.2 Effect Of Bankruptcy. Without limiting the generality of the provisions of the preceding Article 28.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of 120 days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 28.1 shall be deemed to constitute a breach of this Lease by the Lessee and City shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the Lessee, and all persons and parties claiming under the Lessee, in and to the Premises and the Improvements.

#### ARTICLE 29 - NONDISCRIMINATION

29.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

29.2 The Lessee agrees that:

- a. No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.
- b. In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.
- c. The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

29.3 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 29. This Article 29 is to be considered as a covenant

on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

29.4 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

29.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 29 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by City by reason of the Lessee's noncompliance.

29.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 30 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 31 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

#### ARTICLE 32 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### ARTICLE 33 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

#### ARTICLE 34 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

#### ARTICLE 35 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

#### ARTICLE 36 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

#### ARTICLE 37 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:

Global Jet Properties Inc.  
8466 Lockwood Ridge Rd.  
Suite 241  
Sarasota, FL 34243

If to City:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

ARTICLE 38 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the 24<sup>th</sup> day of June, 2015, and by action taken by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The Lessee represents to the City that the Lessee is a Florida corporation in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Global Jet Properties, Inc. have timely taken place.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

City of Kenosha, Wisconsin,  
A Municipal Corporation

BY: \_\_\_\_\_  
Keith G. Bosman  
Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Debra Salas  
City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a 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 City, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

Global Jet Properties, Inc.  
a Florida Corporation

BY: *[Signature]*  
Thomas A. Gluzinski  
Managing Director

Date: 6-23-15

STATE OF ILLINOIS )  
                                  :SS.  
COUNTY OF LAKE )

Personally came before me this 23 day of July, 2015, Thomas A. Gluzinski, to me known to be the Managing Director of Global Jet Properties, Inc., and acknowledged to me that he executed the foregoing instrument as the agreement of said corporation, by its authority.



*[Signature]*  
Notary Public, Lake County, Illinois,  
My Commission expires/is: 10/7/17

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

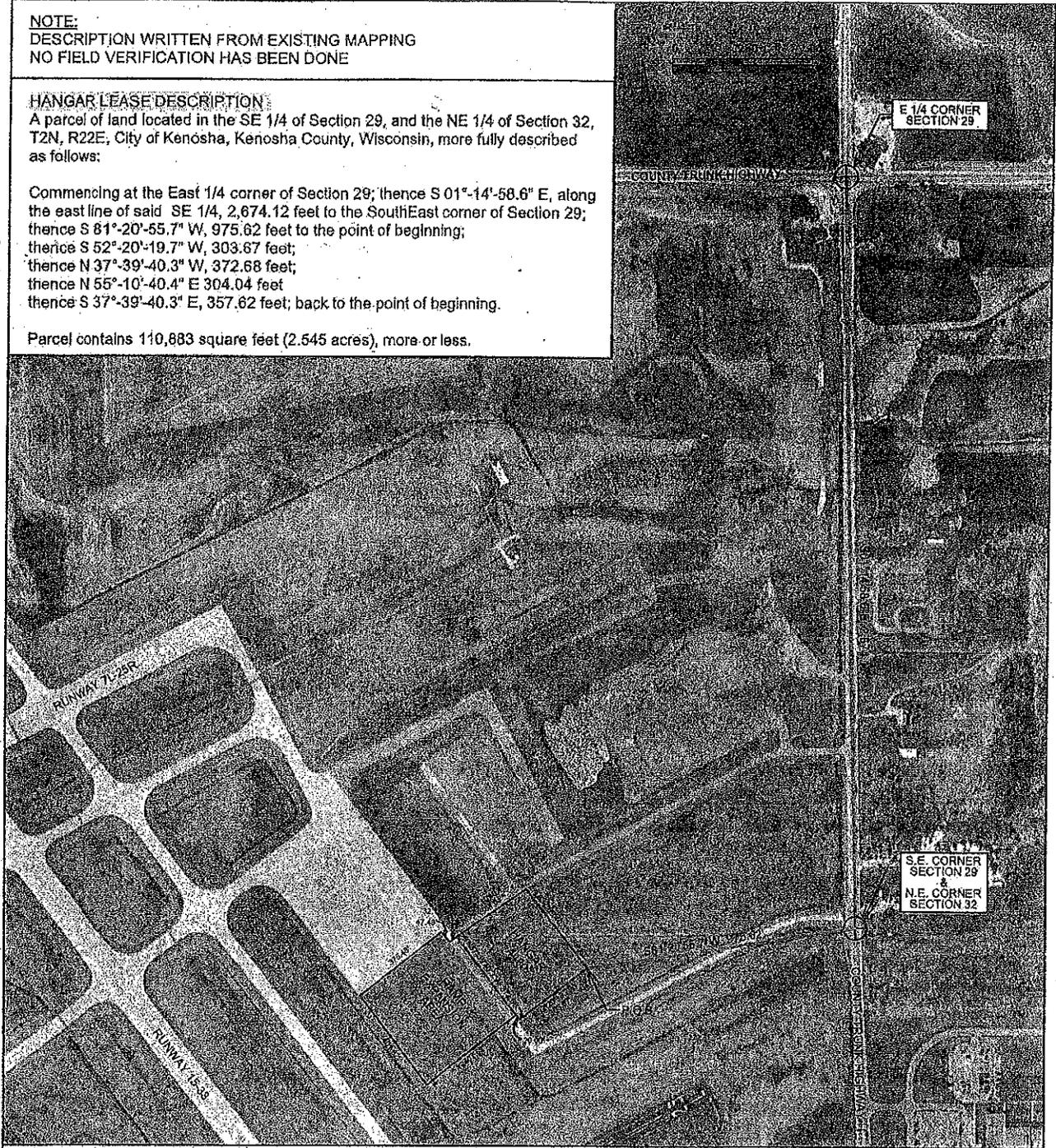
**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE

**HANGAR LEASE DESCRIPTION:**

A parcel of land located in the SE 1/4 of Section 29, and the NE 1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of Section 29; thence S 01°-14'-58.6" E, along the east line of said SE 1/4, 2,674.12 feet to the SouthEast corner of Section 29; thence S 81°-20'-55.7" W, 975.62 feet to the point of beginning; thence S 52°-20'-19.7" W, 303.67 feet; thence N 37°-39'-40.3" W, 372.68 feet; thence N 55°-10'-40.4" E 304.04 feet; thence S 37°-39'-40.3" E, 357.62 feet; back to the point of beginning.

Parcel contains 110,883 square feet (2.545 acres), more or less.



Mead & Hunt, Inc.  
6501 Watts Road  
Madison, WI 53719  
phone: 608-273-6380  
meadhunt.com

**KENOSHA REGIONAL AIRPORT  
LEASE DESCRIPTION  
Hangar No. 4480**

03/10/2015  
Sheet 1 of 1  
Job No. 1108100-05001.01

X:\23099-29\REF\Hangar Leases\Global Jet Hangar\Global Jet Hangar (#4480) Lease Description.dgn



**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** A. Zohrab Khaligian, Community Development Specialist *AZK*

**RE:** **Agreement by and between Jeffrey and Alice Francisco and the City of Kenosha, Wisconsin regarding property acquisition at 1813 52nd Street. (District 7)**

**DATE:** June 23, 2015

---

Attached is the Agreement by and between Jeffrey and Alice Francisco and the City of Kenosha regarding the property acquisition at 1813 52nd Street for your review and approval.

The City razed the building and parking lots of the former Boys & Girls Club/CYC (B&GC) at 1801 52nd Street in 2013. The property owners at 1813 52nd Street (Parcel -007), Jeff & Alice Francisco, asked City Staff if they could purchase the former parking lot (-021), which is adjacent to their property.

Currently, the Francisco lot is thirty-six (36') feet with a narrow side yard. During the raze process it was discovered that their service walk on the east side of their property encroached on our lot (-021). Staff told the Francisco's that the City would not sell this parcel (-021). The City's desire would be to someday purchase the two (2) privately owned parcels (-003 and -015) that are surrounded by City owned property, in hope to assemble a larger redevelopment site.

Upon further investigation, Staff found the eastern edge of the property south of the Francisco's property (-011) extends eighteen (18') feet further east than the eastern edge of their property. The City made an Offer to sell eighteen (18') feet of the property (-021). This sale would square off the western edge of the City properties, provide the Francisco's with a larger side yard and place their service walk on their property.

The Francisco's accepted the City's Offer. The price of \$3,200 was based on the City Assessor's estimate that the value of the eighteen (18') feet would add \$3,200 to the current assessment of the Francisco's property. A Lot Line Adjustment Survey was completed at a cost of \$775. (Exhibit A of the Agreement) The Survey will be recorded upon approval of this Agreement and closing of this sale.

Please contact me at 262.653.4041 or via email at [zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org) if you have any questions.

AZK:kas  
Attachment

# City of Kenosha

## General Location Map



-  Transfer Property
-  1813 52nd Street
-  Potential Future Acquisitions
-  Former Boys and Girls Club/CYC Properties

**AGREEMENT**

**BY AND BETWEEN**

**JEFFREY AND ALICE FRANCISCO  
("BUYERS")**

**and**

**CITY OF KENOSHA, WISCONSIN  
("SELLER")**

---

**WHEREAS**, Buyers are the owners of real property commonly known as 1813 52nd Street in the City of Kenosha, State of Wisconsin;

**WHEREAS**, Seller is the owner of the real property immediately to the east of Buyers legally described as Lots 3, 4, and 5, Block 1 in Theleen's Subdivision, a part of the Southwest Quarter of Section Thirty-one, Township Two North, Range Twenty-three East of the Fourth Principal Meridian, as per plan survey of said Subdivision on file in of record in the office of the Register of Deeds in and for the County of Kenosha, State of Wisconsin;

**WHEREAS**, Seller wishes to sell a portion of its property in a lot line adjustment to Buyers who wish to acquire said property;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the undersigned as follows:

1. **PROPERTY DESCRIPTION.** Seller shall convey and Buyers shall acquire the following described property ("Property") as depicted in the survey attached hereto as Exhibit A:

The West 18 feet of Lot 5, Block 1, Theleen's Subdivision, a Subdivision of Record in the office of the Kenosha County Register of Deeds.

Seller represents the Property is zoned B – 2.

2. **PURCHASE PRICE.** Buyers shall pay Three Thousand Two Hundred dollars (\$3200.00) in cash or cashier's check at closing.

3. **OCCUPANCY.** Occupancy of the Property shall be given to Buyers at closing.

4. **"AS IS" SALE.** Seller has no notice or knowledge of conditions affecting the Property and makes no warranties, either express or implied, regarding the condition of the Property. Buyers agree to purchase the Property from Seller on an "AS IS" basis and in "AS IS" condition. Buyers acknowledge that this transaction is exempt from a real estate transfer fee and, therefore, exempt from the requirements of Section 709.02, Wis. Stat., regarding the provision of a real estate condition report. Further, Buyers waive pursuant to Section 709.08, Wis. Stat., any right to receive a real estate condition report.



With a copy to: Office of the City Attorney  
625 52nd Street, Room 201  
Kenosha, WI 53140

If to Buyers: Jeffrey Francisco  
1813 52nd St.  
Kenosha, WI 53140

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates  
below given.

BUYERS

BY: [Signature]  
JEFFREY FRANCISCO

Date: 6-15-15

BY: [Signature]  
ALICE FRANCISCO

Date: 6/15/15

STATE OF WISCONSIN )  
: SS.  
COUNTY OF KENOSHA )

Personally came before me this 15<sup>th</sup> day of June, 2015, Jeffrey and Alice Francisco, Buyers, to me known to be such and acknowledged to me that they executed the foregoing instrument as such persons as the agreement by its authority.



[Signature]  
Print Name: Paula M. Lattergrass  
Notary Public, Kenosha County, WI.  
My Commission expires/is: 08/09/2015



EXHIBIT A  
Legal Description

---

Plat of a survey for THE CITY OF KENOSHA of Lot 6 and the West 18 feet of Lot 5, Block 1, Theleen's Subdivision; Also Lots 3,4 and the East 30.5 feet of Lot 5, Block 1, Theleen's Subdivision; a subdivision of record in the office of the Kenosha County Register of Deeds.

Certificate  
The above-described property has been surveyed under my direction, the map hereon drawn is a correct representation thereof to the best of my knowledge and belief, and is in compliance with Chapter 17 of the Code of General Ordinances. (Relevant items only as per Zohrab Khaligian of the City of Kenosha)

03/13/2015 *Mark R. Madsen*  
04/08/2015 Revised



I hereby certify that this lot line adjustment survey is approved by the Department of Community Development and Inspections as being in compliance with Chapter 17 of the Code of General Ordinances.

City Planner \_\_\_\_\_ Date \_\_\_\_\_  
Jeffrey B. Labahn



**NOTES**

BEARING BASE: 52ND STREET ASSUMED EAST - WEST

**LEGEND**

- = SET 5/8" REBAR
- = IRON STAKE FOUND
- ⊙ = P.K. NAIL
- ✕ = SET "T" SPIKE
- ┆ = CUT NOTCH FOUND
- ⊗ = CUT "V" FOUND

**WEST PARCEL:** Existing Description: Lot Six (6) of THELEEN'S SUBDIVISION of part of the Southwest Quarter (1/4) of Section Thirty-one (31), Township Two (2) North, Range Twenty-three (23) East of the Fourth Principal Meridian, as per plat and survey of said Subdivision on file and of record in the office of the Register of Deeds in and for the County of Kenosha, in the State of Wisconsin, and lying and being in the City of Kenosha, in the County and State aforesaid.

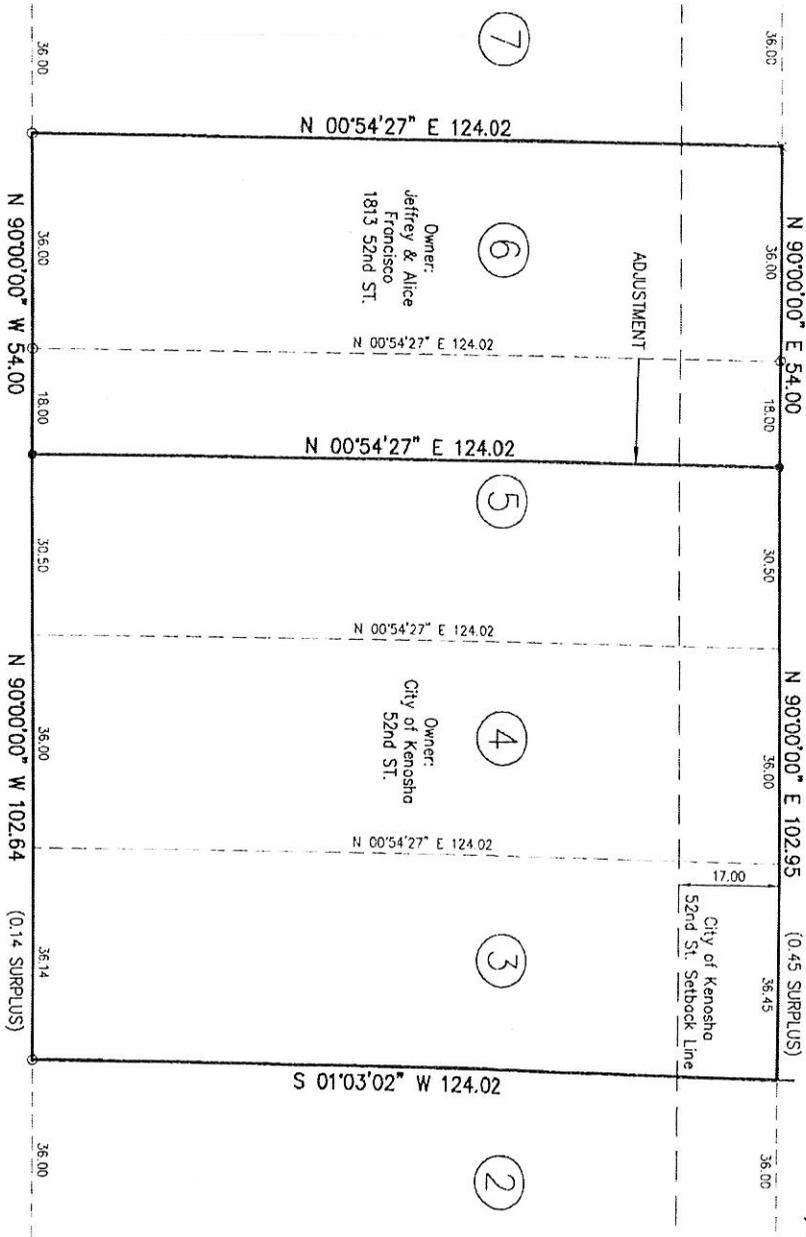
**EAST PARCEL:** Existing Description: Lots 3,4, & 5, Block 1 in Theleen's Subdivision, a Subdivision of Record in the office of the Kenosha County Register of Deeds.

**LANDS TO BE ATTACHED:** The West 18 feet of Lot 5, Block 1, Theleen's Subdivision, a Subdivision of Record in the office of the Kenosha County Register of Deeds.

**WEST PARCEL:** PROPOSED DESCRIPTION: Lot 6 and the West 18 feet of Lot 5, Block 1, Theleen's Subdivision, a Subdivision of Record in the office of the Kenosha County Register of Deeds.

**EAST PARCEL:** PROPOSED DESCRIPTION: Lots 3,4, & the East 30.5 feet of Lot 5, Block 1, Theleen's Subdivision, a Subdivision of Record in the office of the Kenosha County Register of Deeds.

**PUBLIC ALLEY**



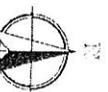
**52ND STREET - S.T.H. 158**

**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

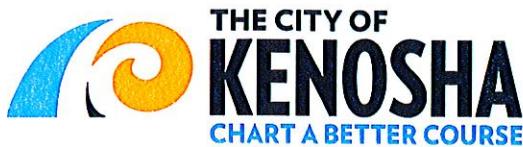
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406 Phone (262) 634-5588 Facsimile (262) 634-5024

Lot Line Adjustment Survey for the City of Kenosha

Location: Kenosha, Wisconsin Common Council Agenda Item I.3



Scale: 1" = 20'  
Drawn By: FTH  
Date: 04-08-2015  
Job No.  
2015.0028.01



**TO:** Mayor Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Michael Maki, AICP, Community Development Specialist *MM*  
Department of Community Development & Inspections

**RE:** **Amendment to the 2013 HOME Investment Partnerships Program Contract by and between the City of Kenosha, Wisconsin and City of Kenosha Housing Authority**

**DATE:** June 24, 2015

---

Attached is an Amendment to the 2013 HOME Investment Partnerships Program Contract between the City of Kenosha and City of Kenosha Housing Authority.

Under the existing Agreement, the Kenosha Housing Authority receives funding of \$400,000 for Tenant-based rental assistance (TBRA) for up to forty (40) Elderly households over a 2-year time period. First priority for assistance is Elderly Veterans, second priority is Elderly persons with disabilities and third priority is Elderly persons without disabilities. The City also provides the Housing Authority with \$40,000 for administrative expenses to run the program on behalf of the City. The current Agreement runs through March 31, 2016. Average rental assistance payments through the program are currently about \$360 per household per month.

The City needs to commit its remaining 2013 HOME funds by July 31, 2015. The proposed Amendment would fund the Housing Authority with an additional \$200,000 of rental assistance funds and an additional \$20,000 of administrative funds. The Amendment would also allow the Housing Authority to serve up to 50 households through March 31, 2017.

The approval of the attached Agreement with the Kenosha Housing Authority will allow the City to reserve 2013 funds by the City's July 31, 2015 deadline.

If you have any questions, please contact me at 262.653.4038 or via email at [mmaki@kenosha.org](mailto:mmaki@kenosha.org).

MM:kas  
Attachment

**AMENDMENT TO COMMUNITY HOUSING DEVELOPMENT ORGANIZATION  
AGREEMENT THROUGH THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

**By and Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**and**

**HABITAT FOR HUMANITY OF KENOSHA, INC.,  
a Wisconsin Non-stock Corporation**

**WHEREAS**, on April 7, 2014, the City of Kenosha (“**CITY**”) entered into an agreement with Habitat for Humanity of Kenosha Inc. (“**CHDO**”) for use of CHDO Set-aside funds, and CHDO Operating Funds (CO) (“**AGREEMENT**”); and

**WHEREAS**, the **AGREEMENT** awarded \$199,547.22 for CHDO Set-aside Project expenses, and \$36,395.20 for operating expenses to **CHDO**; and

**WHEREAS**, the **AGREEMENT** allows CHDO Set-aside Project and CHDO operating funds to be disbursed to **CHDO** through April 9, 2016; and

**WHEREAS**, **CITY** is required to commit its remaining funds from the 2013 HOME Program Allocation by July 31, 2015 to an eligible HOME activity and to reserve its CHDO Set-aside funds for FY 2014 and FY2015; and

**WHEREAS**, the parties wish to continue the **AGREEMENT**.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements set forth therein, **CITY** and **CHDO**, agree as follows:

- 1. Method of Payment.**
  - a. CHDO Set-aside Funds Allocation.** The total additional sum to be paid hereunder for actual expenses incurred shall be no more than One hundred Sixty-five Thousand, Eight Hundred Thirty-eight and 80/100 Dollars (\$165,838.80). The funds provided shall be derived from the 15% CHDO Set-aside through FY 2013, 2014 and 2015 HOME Program funds.
  - b. CHDO Operating Funds Allocation.** The total additional sum to paid hereunder for actual expenses incurred shall be no more than Thirty-five Thousand, Nine Hundred Sixty-six and 65/100 Dollars (\$35,966.65). The funds provided shall be derived from the FY 2014 and 2015 HOME Program funds.
- 2. Time of Performance.** Services described in the **AGREEMENT** shall continue in

effect for a two (2) year term from the execution date of this **AGREEMENT** (“Effective Date”).

3. **Remaining Terms.** All other terms of the **AGREEMENT** shall remain the same.

*Signature pages follow*

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates below given.

**CITY OF KENOSHA  
a Wisconsin Municipality Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DEBRA SALAS, Clerk/Treasurer

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Keith G. Bosman, Mayor**, and **Debra Salas, City Clerk/Treasurer** of the City of Kenosha, Wisconsin, a 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**HABITAT FOR HUMANITY OF KENOSHA,  
INC  
a Wisconsin Non-stock Corporation**

Date: \_\_\_\_\_

\_\_\_\_\_  
JOYCE PAVLINA, President

Date: \_\_\_\_\_

\_\_\_\_\_  
KEVIN PRATT, Secretary

**STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, **JOYCE PAVLINA, President**, and **KEVIN PRATT, Secretary**, of **HABITAT FOR HUMANITY OF KENOSHA, INC.**, a Wisconsin Non-stock Corporation, to me known to be such individuals, and acknowledged to me that they executed the foregoing instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_



**TO:** Mayor Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Michael Maki, AICP, Community Development Specialist *Mm*  
Department of Community Development & Inspections

**RE:** **Amendment to the Community Housing Development Organization Agreement through the HOME Investment Partnerships Program by and between the City of Kenosha, Wisconsin and Habitat for Humanity of Kenosha, Inc.**

**DATE:** June 24, 2015

---

Attached is an Amendment to the Community Housing Development Organization Agreement between the City of Kenosha and Habitat for Humanity of Kenosha Inc.

Community Housing Development Organizations (CHDO's) are private non-profit organizations that meet a series of qualifications of the HOME Program regulations and are able to receive money to produce affordable housing units, as well as to offer financial assistance to buyers of HOME-assisted units produced by the CHDO. CHDO's are able to receive HOME CHDO Set-aside funds as well as CHDO Operating funds provided that they produce affordable housing units and are certified by the City. HOME Program regulations restrict 15% of the City's HOME Program allocations each year as CHDO Set-aside funds.

Under the existing Agreement, Habitat for Humanity has completed its first new single family home located at 4711 60th Street. The second single family home will begin construction this month at 6726 12th Avenue. These two projects will utilize the majority of the existing funding. The City is also required to commit funds to eligible projects by July 31, 2015.

The attached Agreement proposes to fund Habitat for Humanity with an additional \$165,838.80 of CHDO Set-aside funds to construct and/or rehabilitate affordable housing units. Additionally, the City would provide up to an additional \$35,966.65 (5% of the FY 2014 and 2015 HOME allocations to assist Habitat for Humanity with its operating expenses.

Habitat for Humanity will be required to submit plans for new construction with City staff. Each project will require a separate CHDO Project Agreement prior to use of the CHDO Set-aside funds.

The approval of the attached Agreement with Habitat for Humanity will allow the City to reserve the CHDO funds by the City's July 31 deadline.

If you have any questions, please contact me at 262.653.4038 or via email at [mmaki@kenosha.org](mailto:mmaki@kenosha.org).

MM:kas  
Attachment

City of Kenosha, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140 | T: 262.653.4030 | F: 262.653.4045

[KENOSHA.ORG](http://KENOSHA.ORG)

**AMENDMENT TO 2013 HOME INVESTMENT PARTNERSHIPS PROGRAM CONTRACT**

**By and Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**and**

**CITY OF KENOSHA HOUSING AUTHORITY,  
a Wisconsin Public Housing Authority**

**WHEREAS**, on June 3, 2013, the City of Kenosha (“CITY”) entered into a contract with the City of Kenosha Housing Authority (“KHA”) for operation of the HOME Tenant Based Rental Assistance (HOME TBRA) Program (“Contract”); and

**WHEREAS**, the Contract allows and award to KHA of \$400,000.00 for Project expenses, and a maximum of \$40,000.00 for administrative fees; and

**WHEREAS**, the Contract allows KHA to assist up to forty (40) specific projects; and

**WHEREAS**, the Contract allows Project and administrative funds to be disbursed to KHA through March 31, 2016; and

**WHEREAS**, CITY is required to commit its remaining funds from the 2013 HOME Program Allocation by July 31, 2015 to an eligible HOME activity; and

**WHEREAS**, the parties wish to continue the Contract.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements set forth therein, CITY and KHA, agree as follows:

- 1. Compensation.** The City shall provide KHA an additional \$200,000.00 of HOME funds for HOME TBRA, and an additional \$20,000.00 for Administrative expenses.
- 2. Kenosha Housing Authority Section 8 Administrative Plan and Exceptions for the HOME TBRA Program.**
  - a.** A minimum of seventy-five percent (75%) of households receiving HOME TBRA under this Contract must reside in housing units located within the City of Kenosha boundary limits. HOME TBRA may not be provided outside of Kenosha County. Portability of HOME TBRA within Kenosha County is limited to a maximum of 25% of households receiving HOME TBRA.
  - b.** Households and individuals participating in the HOME TBRA Program shall not be required to participate in the KHA's Self Sufficiency program as a condition of receiving

assistance.

- c. HOME TBRA Program assistance may be provided to eligible households and individuals for more than 24 months, based on availability of additional HOME funds provided to KHA.
- 3. Revisions to Attachment One.**
- a. Administrative and HOME TBRA expenses may be drawn through March 31, 2017, or until expended in their entirety.
  - b. HOME TBRA may be committed for up to fifty (50) households per month, or as permitted by the DEPARTMENT.
  - c. The HOME TBRA Program must only be used for eligible housing units as permitted in Section 2 of this Amendment.
- 4. Remaining Terms.** All other terms of the Contract shall remain the same.

*Signature pages follow*

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates below given.

**CITY OF KENOSHA**  
**a Wisconsin Municipality Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DEBRA SALAS, Clerk/Treasurer

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Keith G. Bosman, Mayor**, and **Debra Salas, City Clerk/Treasurer** of the City of Kenosha, Wisconsin, a 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**CITY OF KENOSHA HOUSING AUTHORITY  
a Wisconsin Public Housing Authority**

Date: \_\_\_\_\_

\_\_\_\_\_  
MILES W. HARTLEY, Vice- Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
DONNA M. COOK, Director

**STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, **MILES W. HARTLEY, Vice-Chairperson**, and **DONNA M. COOK, Director**, of the **KENOSHA HOUSING AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin Public Housing Authority, to me known to be such individuals, and acknowledged to me that they executed the foregoing instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

## DEPARTMENT OF NATURAL RESOURCES

### IN THE MATTER OF:

The agreement by and between Kenosha County, the City of Kenosha, the Kenosha Unified School District and the Wisconsin Department of Natural Resources to acquire, transfer and clean up the Mann Engineering LTD Employee Pension Fund (aka Mankowski) property, the eastern edge of which is located on 26<sup>th</sup> Avenue, from 48<sup>th</sup> to 50<sup>th</sup> Street, in Kenosha, Wisconsin.

### **Intergovernmental Agreement: Kenosha County, Wisconsin; City of Kenosha; and Kenosha Unified School District.**

### RECITAL

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR"), Kenosha County ("County"), the City of Kenosha ("City"), and the Kenosha Unified School District ("District") have decided to enter into this intergovernmental agreement ("Agreement"), pursuant to s. 66.0301, Wis. Stats., to facilitate the environmental remediation and reuse of the former Mann Engineering LTD Employee Pension Fund (aka Mankowski) property as defined in Exhibit A (the "Property"), parcel number 09-222-36-134-003, comprising approximately 3.98 acres more or less; and

WHEREAS, the WDNR recognizes that the Property has the potential to threaten public health, safety or welfare or the environment; and

WHEREAS, WDNR will consider an application from the City for a Ready for Reuse subgrant for environmental cleanup at the Property; and

WHEREAS, remediation is necessary at the Property; and

WHEREAS, WDNR and the City have determined to take direct action under Chapter 292, Wisconsin Statutes, ("Spill Law"), at the Property in order to investigate and achieve regulatory closure under ch. NR 726, Wis. Admin. Code, because no responsible party has yet been willing or able to undertake the necessary remedial actions, and therefore the WDNR intends to contribute up to \$440,000 from s. 20.370(2)(dv), Wis. Stats., to take action to remediate hazardous substance contamination at the Property that would otherwise not be remediated; and

WHEREAS, WDNR has determined, pursuant to s. 292.11(9)(e)1m(a), Wis. Stats., that the County is not presently, and will not become, a responsible party by acquiring title to the Property through tax delinquency proceedings in accordance with s. 292.11(9)(e)1m(a), Wis. Stats. and the City is not presently, and will not become, a responsible party by acquiring title to the Property from the County following tax delinquency proceedings in accordance with s. 292.11(9)(e)1m(b), Wis. Stats; and

WHEREAS, the County shall expeditiously acquire title to the Property through tax delinquency proceedings in accordance with s. 292.11(9)(e)1m(a), Wis. Stats. and involuntarily by virtue of its function as a sovereign in accordance with 101(20)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and expeditiously transfer ownership of the Property to the City for no consideration, including the expunging of all delinquent taxes; and

WHEREAS, the City shall expeditiously accept title to the Property from the County pursuant to s. 292.11(9)(e)1m(b), Wis. Stats., and through involuntary acquisition by virtue of both the County's and the City's functions as sovereigns, per CERCLA 101(20)(D); and

WHEREAS, the City intends to conduct environmental response actions at, or in connection with contamination emanating from, the Property (collectively, the "Environmental Response Actions"), including, but not limited to, oversight, monitoring, environmental operation and maintenance, and environmental cleanup after receiving the appropriate Environmental Response Action approvals from the WDNR under s. 292.11, Wis. Stats, ch. NR 700, Wis. Admin. Code; and

WHEREAS, the County, the City, the District and WDNR are entering into this Agreement to facilitate the implementation of Environmental Response Actions at the Property in accordance with applicable law, with the goal of achieving case closure and beneficial reuse of the Property; and

WHEREAS, this Agreement is desirable to outline the roles and responsibilities of the County, the City, the District and WDNR contemplated under this Agreement; and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings and covenants contained herein, and intending to be bound legally hereby, the County, the City, the District and WDNR, by their authorized representatives, agree to the execution of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, the County, the City, the District and WDNR (collectively, the "Parties") agree as follow:

### **1) PARTIES BOUND**

- a) The County, the City, the District and WDNR have entered into this Agreement pursuant to s. 66.0301, Wis. Stats., which authorizes the WDNR to negotiate and enter into an Agreement with municipalities to facilitate the cleanup and redevelopment of the Property. This Agreement shall apply to and be binding upon the undersigned Parties.
- b) The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into this Agreement and to execute and legally bind such party to the terms of this Agreement.
- c) This Agreement constitutes an integral part of the partnership among the County, the City, the District and WDNR, which is intended to conduct Environmental Response Actions at the Property and return the Property to beneficial use. Nothing in this Agreement shall be construed as an admission of fact or liability by the County, the City, the District or WDNR for any matters other than the contractual obligation between the Parties as further described in this Agreement. WDNR, the County, the City and the District agree to undertake all actions required by the terms and conditions of this Agreement and consent to and will not contest or legally challenge the validity of this Agreement, or the authority of any other Party to enter into this Agreement.

- d) The WDNR, the County, the City and the District agree to meet in-person, as needed, to discuss real estate transactions, inspections, funding, Environmental Response Actions, and any other matters associated with the Property that are central to the fulfillment of this Agreement.
- e) Nothing in this Agreement adversely affects the Parties' rights to require other parties to take action to restore the environment under applicable laws, including but not limited to ch. 292, Wis. Stats., or to recover its expenditures from responsible parties under ss. 292.11(7)(b) or 292.31(8) or 292.33 or 292.81, Wis. Stats.

## **2) COUNTY AGREEMENTS AND OBLIGATIONS**

- a) The County will acquire title to the Property through tax delinquency proceedings in accordance with s. 292.11(9)(e)1m.a, Wis. Stats. and through involuntary action by virtue of its function as a sovereign in accordance with CERCLA 101(20)(D) by August 15, 2015.
- b) The County will expunge all delinquent taxes on the Property and transfer ownership of the Property to the City for no consideration in accordance with s. 292.11(9)(e)1m.b, Wis. Stats. and CERCLA 101(20)(D) by September 1, 2015.

## **3) CITY AGREEMENTS AND OBLIGATIONS**

- a) The City will accept title to the Property from the County pursuant to s. 292.11(9)(e)1m(b), Wis. Stats., and through involuntary acquisition by virtue of both the County's and the City's functions as sovereigns, per CERCLA 101(20)(D).
- b) The City will accept title to the Property from the County by September 1, 2015 and will retain title to the Property until regulatory closure is obtained under ch. NR 726, Wis. Admin. Code or until the Site Specific Fund is exhausted, whichever occurs first.
- c) The City will engage a professional contractor ("Contractor") in accordance with state and local procurement laws to conduct Environmental Response Actions on the Property to the extent funding is available and allocated to the Property, as will be defined in mutually agreed upon scopes of work.
- d) The City agrees to oversee the development of the "Environmental Response Action Documents" described below in subsection e, unless otherwise directed by WDNR. The City agrees to submit drafts to WDNR for its review and comment, and then to submit final documents for approval by WDNR. The WDNR agrees that such activities are Environmental Response Actions.
- e) Environmental Response Action Documents must be submitted and approved by WDNR prior to commencing work:
  - i) The finalized Remedial Action Options Report in accordance with ch. NR 722.13, Wis. Admin. Code
  - ii) Project budget and scope of work for the selected remedial action;
  - iii) Health and safety plan;

- iv) Bid document for selected remedial action.
- f) All work to be performed by the City and its Contractor(s) pursuant to this Agreement shall be done in accordance with applicable local, state and federal law, including the Ch. NR 700 administrative rule series.
- g) Once title to the Property has been transferred to the City, the City will commence Environmental Response Action within six (6) months of the date of transfer and shall diligently pursue work through case closure. This period may be extended through bilateral agreement between the City and WDNR. If WDNR determines that the City has not made sufficient progress within this time frame, the WDNR may elect not to extend this agreement. "Sufficient progress" shall include, but not be limited to the completion of activities listed in Section 3, paragraph e), numbers i-iv.
- h) The City will ensure environmental cleanups are protective of public safety, welfare and human health and the environment in accordance with the ch. NR 700 rule series.
- i) Reports required by the ch. NR 700 rule series, other than routine reporting, must be submitted to the WDNR in draft form for review and comment, prior to finalization by the City.
- j) The City agrees to conduct all public outreach activities that the WDNR determines are necessary in accordance with ch. NR 714, Wis. Admin. Code, with the cooperation and assistance of the WDNR. The WDNR agrees that such activities are Environmental Response Actions.
- k) Within one month of obtaining title to the Property if not sooner, the City will apply to WDNR for a \$200,000 Ready for Reuse program grant to fund Environmental Response Actions at the Property.
- l) The City shall submit to WDNR distribution requests no more frequently than every two weeks, but at least monthly, unless another schedule is mutually agreed to by both WDNR and the City.
- m) Expenditure reimbursement may only be requested for WNDR-approved activities that are directly related to Environmental Response Actions at the Property.

**4) WDNR AGREEMENTS AND OBLIGATIONS**

- a) The WDNR agrees to consult with the City and the District during the evaluation and selection of remedial action options.
- b) The WDNR agrees to assist the City in conducting Environmental Response Actions, including remediating any hazardous substance contamination at or emanating from the Property that would otherwise not be remedied, because no responsible party is taking action to remedy the contamination.
- c) The WDNR agrees to contribute up to \$440,000 from section 20.370(2)(dv), Wis. Stats., to take action to remediate hazardous substance contamination at the Property that would otherwise not be remediated. The \$440,000 identified in this paragraph 4(c), and whatever money is approved in paragraph 4(d), collectively comprise the "Site Specific

Account.”

- d) The WDNR agrees to consider an application from the City for a \$200,000 Ready for Reuse subgrant for environmental cleanup at the Property. If a subgrant is awarded, the WDNR agrees to reimburse the City for necessary Contractor expenses associated with carrying out the WDNR-approved Environmental Response Actions at the Property, including responding to any migration of hazardous substances emanating from the Property. The City’s match of 22% for this grant will be satisfied by the funds provided by WDNR in par. 4(c).
- e) WDNR shall promptly review reimbursement requests received from the City and process such requests as expeditiously as possible.
- f) The WDNR Project Manager or a designee shall have the authority, pursuant to this Agreement, to: (1) take samples or direct that samples be taken; (2) direct that work stop whenever s/he determines that activities at the Property may create a danger to public health or welfare or to the environment; (3) observe, take photographs and video, and make other such reports on the progress of the work as deemed appropriate; (4) review records, files and documents relevant to this Agreement; and (5) make or authorize, in consultation with the City, minor field modifications to the work covered by this Agreement with respect to techniques, procedures or design utilized in carrying out this Agreement.

## **5) DISTRICT AGREEMENTS AND OBLIGATIONS**

- a) After the City obtains regulatory closure for the Property under ch. NR 726, Wis. Admin. Code, the District will accept title to the Property, for no consideration, via a transfer from the City. The transfer of title will be by quitclaim deed, with no warranties. The District acknowledges that such transfer will be subject to any unextinguished liens remaining after the County's acquisition title to the Property through tax delinquency proceedings in accordance with s. 292.11(9)(e)1m.a, Wis. Stats.
- b) The District will make public improvements subsequent to closure. The public improvements that will be made by the District are those determined to be acceptable by WDNR but for which there were not funds available from WDNR prior to closure.

## **6) SPECIAL CONDITIONS**

- a) Payment. The payment reimbursement process for WDNR and the City under this Agreement from the Site Specific Account shall operate as follows:
  - i) After the completion of Environmental Response Actions or portions thereof, the City shall oversee the preparation of documentation necessary for reimbursement, including an itemized invoice regarding the Environmental Response Actions completed, information demonstrating that the City or its Contractor has completed all or portions of the agreed-upon scope of work for which payment is requested, the identity of the party conducting such Environmental Response Actions, and that party’s qualifications to do such work and submit one (a) complete copy to WDNR (the “Payment Request”). The City shall communicate with WDNR regarding any additional requested information relating to the Payment Request.

- ii) The City's project manager will review the Payment Request. If acceptable, the City project manager will approve the Payment Request, complete the WDNR's Payment Request form and send the invoices to the WDNR project coordinator.
  - iii) The WDNR project coordinator and manager will review the submittal and, within thirty (30) days of receipt, shall either approve and submit the distribution request for payment by WDNR, or request additional information from the City.
- b) Mileage. Mileage claimed on contractor or sub-contractor or City invoices for Environmental Response Action activities shall not exceed the IRS's Standard Mileage Rate for the year in which the costs were incurred. The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile is established by the IRS. Each year's rates can be found at [www.IRS.gov](http://www.IRS.gov).
  - c) Sub-Contractor Mark-Ups. Sub-contractor mark-ups claimed on contractor invoices for environmental response actions shall not exceed 10%.
  - d) Access. Each Party's employees and authorized representatives shall have the authority to access records, operating logs, agreements and other documents relating to the implementation of this Agreement maintained by the other party, including but not limited to the ability to perform the following actions: review the progress of the City in implementing this Agreement; conduct such tests as the WDNR project manager or project coordinator deems necessary; use a camera, sound or video recording, or other documentary type equipment, and verify the data submitted to the WDNR by the City. The Parties shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement. The Parties shall honor all reasonable requests for such access conditioned only upon presentation of proper credentials by the other Party.

Nothing herein shall be construed as restricting the inspection or access authority of the WDNR or the City under any statute or rule.

## **7) PUBLIC RECORDS**

All information paid for pursuant to this Agreement is part of the public record and will be available for review pursuant to state law.

## **8) MODIFICATION OF WORK**

In the event that WDNR or the City determines that either a modification of the planned work or additional work is necessary to accomplish the objectives of this Agreement, notification in writing and amended documents prepared in accordance with paragraph 3(d) shall be provided to all parties.

## **9) PROGRESS REPORTS**

The City shall submit quarterly progress reports to the WDNR project coordinator. The reports will be due by the 15<sup>th</sup> of January, April, July and October for the duration of this Agreement and will summarize the previous three month's activities. The progress

reports must document incremental progress at achieving the project goals and milestones. Quarterly progress reports will typically include:

- a) Documentation of progress at meeting performance outcomes/outputs, project narrative, project timeline and an explanation for any delays in meeting established output/outcomes.
- b) An update on project milestones.
- c) Costs incurred.
- d) Any reports, documents, data or other information requested by the WDNR.

## **10) SUBMISSION OF DOCUMENTS, CORRESPONDENCE AND PROJECT CONTACTS**

### WDNR Project Manager

Dave Volkert, Hydrogeologist  
WDNR Waukesha Service Center  
141 NW Barstow Street  
Waukesha, WI 53188  
(262) 574-2166 or David.Volkert@Wisconsin.Gov

### WDNR Project Coordinator

Christine Haag  
WDNR – RR/5  
PO Box 7921  
Madison, WI 53707-7921  
(608) 266-0244 or Christine.Haag@Wisconsin.Gov

Documents to be submitted to the City of Kenosha shall be sent to:

### City Clerk

City of Kenosha  
Room 105  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

### City Project Manager

Shelly Billingsley, P.E.  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140  
(262) 653-4149 or sbillingsley@kenosha.org

AND

Sue Clouthier  
Deputy Finance Director  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140  
(262)-653-4195 or sclouthier@kenosha.org

Reports should be sent in both paper and electronic formats to the WDNR Project Manager and

in electronic format to the WDNR Project Coordinator.

#### **11) EFFECTIVE DATE**

This Contract shall be executed by the County, the City and the District before being executed by WDNR. When WDNR executes this Contract, the WDNR shall enter an effective date immediately below the WDNR's signature which shall be a minimum of five (5), but not greater than ten (10) business days after the date of mailing of a fully executed copy of the Contract (first class postage prepaid) by the WDNR to the County, the City and the District.

#### **12) SUBSEQUENT AMENDMENT**

This Agreement may be amended by mutual agreement of the County, the City, the District and the WDNR. Any amendment of this Agreement shall be in writing, signed by all parties and shall have as the effective date that date on which the last party signed such amendment.

#### **13) TERMINATION AND SATISFACTION**

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of written notice from the WDNR that the City of Kenosha has documented that all of the terms of this Agreement, including any modified or additional work, or amendments, have been completed in accordance with the terms hereof to the satisfaction of the WDNR. Upon the submission of such documentation by the City of Kenosha, said written notice shall not be unreasonably withheld or delayed by the WDNR.

This agreement shall have no further force or effect upon WDNR if, pursuant to Section 3(g) of this agreement, WDNR determines the City has not made sufficient progress on Environmental Response Actions within six (6) months of the date of transfer of title to the Property from the County to the City. This period may be extended through bilateral agreement between the City and WDNR. If WDNR determines that the City has not made sufficient progress within this time frame, the WDNR may elect not to extend this agreement. "Sufficient progress" shall include, but not be limited to the completion of activities listed in Section 3, paragraph e), numbers i-iv.

Notwithstanding anything to the contrary in this Agreement, with the exception of any required reporting pursuant to paragraph 8 herein, this Agreement shall be of no further force or effect upon the exhaustion of the Funding in the Site Specific Account. WDNR recognizes that the City is voluntarily undertaking remediation of the Property. If funding is not sufficient to achieve case closure, WDNR recognizes that the City has no legal obligation under this Agreement or s. 292.11(9)(e), Wis. Stats., to complete the response actions.

**The Parties, whose signatures appear below hereby agree to the terms of this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the County, the City, the District or the WDNR, as the case may be, to execute and legally bind the respective parties to the terms of this Agreement. This agreement may be signed in counterparts which, when taken together, shall constitute one in the same document.**

**KENOSHA COUNTY**

By \_\_\_\_\_  
(name, title)

\_\_\_\_\_  
(Date)

**CITY OF KENOSHA**

By \_\_\_\_\_  
Keith G. Bosman, Mayor

\_\_\_\_\_  
(Date)

**KENOSHA UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
(name, title)

\_\_\_\_\_  
(Date)

**WISCONSIN DEPARTMENT OF  
NATURAL RESOURCES**

By \_\_\_\_\_  
Cathy Stepp, Secretary

\_\_\_\_\_  
(Date)

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 11

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursement for the period from 06/01/15 through 06/15/15 and have approved the disbursement as follows:

1. Checks numbered from 149413 through 149790 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	2,666,050.01
<b>SUBTOTAL</b>	<b>2,666,050.01</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,242,867.72

**TOTAL DISBURSEMENTS APPROVED** 3,908,917.73

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Anthony Kennedy

\_\_\_\_\_  
Dave Paff

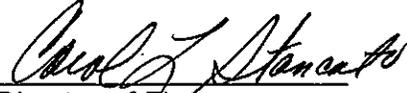
\_\_\_\_\_  
Rocco LaMacchia Sr.

\_\_\_\_\_  
Bob Johnson

\_\_\_\_\_  
Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,

  
\_\_\_\_\_  
Director of Finance

FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #11

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 06/26/15

Prepared By: *MKS*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149413	6/03	A & B/ARO LOCK	110-05-55109-246-000	05/15 PA SUPPLIES &	32.30
149414	6/03	CROWN TROPHY OF KENOSHA	110-02-52110-311-000	RETIREMENT PLAQUES	130.00
149415	6/03	NEW FLYER	520-09-50201-347-000	MISC. BUS PARTS	2,193.71
149416	6/03	RNOW, INC.	630-09-50101-393-000	05/15-SE PARTS/MATER	1,239.62
			630-09-50101-393-000	05/15-SE PARTS/MATER	519.99
			630-09-50101-393-000	05/15-SE PARTS/MATER	366.01
				..... CHECK TOTAL	2,125.62
149417	6/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	05/15-ST ELECTRICAL	65.86
149418	6/03	ICMA RETIREMENT TRUST	110-00-21572-000-000	05/16-31/15 CONTRIB	53,072.81
			110-00-21599-000-000	05/16-31/15 CONTRIB	8,909.16
			110-00-21524-000-000	05/16-31/15 CONTRIB	310.00
				..... CHECK TOTAL	62,291.97
149419	6/03	INTERSTATE ELECTRIC SUPPLY	520-09-50401-347-000	05/15-TD ELECTRICAL	162.50
			110-03-53109-375-000	05/15-ST ELECTRICAL	114.64
			110-03-53109-375-000	05/15-ST ELECTRICAL	103.96
			110-03-53109-375-000	05/15-ST ELECTRICAL	78.35
			520-09-50201-347-000	05/15-TD ELECTRICAL	61.93
			110-03-53109-375-000	05/15-ST ELECTRICAL	52.57
			110-03-53109-375-000	05/15-ST ELECTRICAL	22.00
			110-03-53109-375-000	05/15-ST ELECTRICAL	22.00
			110-03-53109-375-000	05/15-ST ELECTRICAL	21.91
			110-03-53109-375-000	05/15-ST ELECTRICAL	11.76
				..... CHECK TOTAL	651.62
149420	6/03	CARDINAL HEALTH	206-02-52205-318-000	04/15 FD MEDICAL SUP	300.87
149421	6/03	KENOSHA JOINT SERVICES	110-02-52111-251-000	06/15-JOINT SERVICES	224,412.75
			110-02-52202-251-000	06/15-JOINT SERVICES	56,103.25
				..... CHECK TOTAL	280,516.00
149422	6/03	LEAGUE OF WISCONSIN	110-01-50301-264-000	ANTARAMIAN 6/17-19	310.00
149423	6/03	LEAGUE OF WISCONSIN	110-01-50301-263-000	ANTARAMIAN LUNCH	15.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149424	6/03	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	07/15 PREMIUM	13,094.81
			110-09-56304-156-000	07/15 PREMIUM	6,627.37
			110-00-15601-000-000	07/15 PREMIUM	1,609.34
			110-00-15201-000-000	07/15 PREMIUM	938.78
			520-09-50101-156-000	07/15 PREMIUM	433.60
			110-00-15202-000-000	07/15 PREMIUM	360.05
			631-09-50101-156-000	07/15 PREMIUM	181.27
			110-00-14401-000-000	07/15 PREMIUM	114.36
			521-09-50101-156-000	07/15 PREMIUM	106.12
			520-09-50105-156-000	07/15 PREMIUM	98.93
			632-09-50101-156-000	07/15 PREMIUM	87.29
			520-09-50201-156-000	07/15 PREMIUM	47.52
			630-09-50101-156-000	07/15 PREMIUM	32.21
			501-09-50101-156-000	07/15 PREMIUM	31.02
			520-09-50301-156-000	07/15 PREMIUM	30.21
			520-09-50401-156-000	07/15 PREMIUM	28.22
			520-09-50403-156-000	07/15 PREMIUM	26.67
			501-09-50103-156-000	07/15 PREMIUM	9.98
				..... CHECK TOTAL	23,857.75
149425	6/03	NOTARY BOND RENEWAL SERVICE	110-01-50101-311-000	4 YR BOND - ARGUST	25.00
149426	6/03	KENOSHA WATER UTILITY	227-09-50101-223-000	1/31-3/31/15 SWU	14,950.38
			227-09-50101-223-000	2/28-4/20/15 SWU	1,047.98
				..... CHECK TOTAL	15,998.36
149427	6/03	WIS DEPT OF REVENUE	110-00-21512-000-000	05/01-15/15 DEDUCT	20.00
149428	6/03	WE ENERGIES	110-03-53109-221-000	#21 04/20-05/19	1,997.84
			110-02-52203-221-000	#21 04/15-05/14	1,189.94
			110-03-53109-221-000	#21 04/19-05/18	998.53
			110-03-53109-221-000	#21 04/15-05/14	781.17
			110-05-55109-221-000	#21 04/14-05/13	750.83
			110-03-53109-221-000	#21 03/23-04/22	381.07
			110-03-53109-221-000	#21 04/13-05/12	379.69
			110-05-55109-221-000	#21 04/20-05/19	365.03
			110-05-55102-221-000	#21 04/16-05/17	322.45
			110-03-53103-221-000	#21 04/14-05/13	252.79
			110-05-55109-221-000	#21 04/19-05/18	180.25
			110-05-55102-221-000	#21 04/17-05/18	152.34
			110-03-53109-221-000	#21 04/14-05/13	136.06
			110-05-55109-221-000	#21 04/16-05/17	135.19
			110-02-52203-222-000	#21 04/14-05/13	96.45
			110-05-55109-221-000	#21 04/15-05/14	82.36
			110-02-52203-222-000	#21 04/15-05/14	57.23
			110-05-55109-221-000	#21 04/17-05/18	53.28
			110-05-55109-221-000	#21 04/21-05/20	51.48
			632-09-50101-221-000	#21 04/20-05/19	40.12
			110-03-53109-221-000	#21 04/21-05/20	37.37

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#21 04/13-05/12	31.67
			519-09-50106-221-000	#21 04/14-0513	30.29
			110-05-55109-222-000	#21 04/14-05/13	15.31
				..... CHECK TOTAL	8,518.74
149429	6/03	WE ENERGIES	227-09-50101-221-000	4/12-5/11 KEP 31	440.75
			227-09-50101-221-000	4/1-5/3 2599 53 ST	294.30
			227-09-50101-221-000	4/12-5/11 KEP #3	102.74
			227-09-50101-221-000	4/12-5/11 KEP #4	33.30
			227-09-50101-221-000	4/12-5/11 KEP #2	20.99
				..... CHECK TOTAL	892.08
149430	6/03	STATE OF WISCONSIN	110-00-21901-999-000	04/15 COURT COSTS	19,948.60
			110-00-21911-999-000	04/15 COURT COSTS	12,522.90
			110-00-45104-999-000	04/15 COURT COSTS	3,950.00
				..... CHECK TOTAL	36,421.50
149431	6/03	OAKES & SON, INC., A. W.	403-11-51217-589-000	EST 3 THRU 5/21/15	74,355.01
149432	6/03	KENOSHA WATER UTILITY	420-11-51210-589-846	4/3-5/7 GW 0 & M	373.64
			497-11-50102-219-846	4/3-5/7 GW 0 & M	82.19
				..... CHECK TOTAL	455.83
149433	6/03	WEST GROUP	110-01-50301-322-000	05/15 SUBSCRIPTIONS	430.72
149434	6/03	BADGER PRESS, INC.	110-01-51601-311-000	BUSINESS CARDS	370.00
			520-09-50301-311-000	REDUCED FARE CARDS	140.00
				..... CHECK TOTAL	510.00
149435	6/03	OFFICEMAX	110-03-53101-362-000	DRY ERASE BOARD	197.57
			501-09-50101-311-000	05/15 EN #3185 OFFC	93.95
			110-03-53103-311-000	05/15 ST #3188 OFFC	58.06
			110-02-52201-311-000	05/15 FD #3187 OFFC	52.84
			110-01-51901-311-000	05/15 AS #3181 OFFC	46.45
			110-02-52201-311-000	05/15 FD #3186 OFFC	38.19
				..... CHECK TOTAL	487.06
149436	6/03	SWARTZ NURSERIES	501-09-50106-353-000	04/15-PA PLANT MATER	502.00
149437	6/03	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	05/15-PA TOOLS/SUPPL	132.89
			110-03-53103-389-000	04/15-ST TOOLS/SUPPL	98.97
				..... CHECK TOTAL	231.86

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149438	6/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000	05/15-CE#3009 HYDRAU 05/15-CE#2885 HYDRAU ..... CHECK TOTAL	197.46 9.23 206.69
149439	6/03	PETCO	213-09-50101-381-000 213-09-50101-381-000	04/15-PD EDDIE SUPPL 04/15-PD CHICO SUPPL ..... CHECK TOTAL	79.60 43.98 123.58
149440	6/03	SIGN A RAMA	110-02-52103-344-000	VEHICLE GRAPHICS	1,980.00
149441	6/03	STRAND ASSOCIATES, INC.	110-03-53117-219-000	04/15-LANDFILL MONIT	62.28
149442	6/03	SURVEYMONKEY INC.	206-02-52205-322-000	SUBSCRIPT RENEWAL	250.00
149443	6/03	MANDLIK & RHODES	501-09-50102-219-000	05/15 YW COUPON PRG	35.13
149444	6/03	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	04/15 SERVICES	95.00
149445	6/03	VILLAGE OF PLEASANT PRAIRIE	278-00-24206-000-000	3/15 SEATBELT GRANT	469.10
149446	6/03	CINTAS CORP.	110-02-52203-246-000	04/15 FD DOCUMENT SH	35.00
149447	6/03	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000	05/15-JANITORIAL SER	3,847.00
149448	6/03	PAUL CONWAY SHIELDS	110-02-52206-367-000	05/15-FD TURNOUT GEA	63.00
149449	6/03	FRONTIER	110-02-52203-225-000	5/22-6/21 FIRE	42.05
149450	6/03	US CELLULAR	110-02-52109-226-000 110-02-52102-226-000 110-02-52103-226-000 110-02-52108-226-000 521-09-50101-226-000 520-09-50401-226-000 110-01-51801-226-000 110-03-53103-226-000 205-03-53119-226-000 110-02-52101-226-000	05/15 PD-CELL CHGS 05/15 PD-CELL AIRTM 05/15 PD-CELL AIRTM 05/15 PD-CELL AIRTM 05/15 AR-CELL AIRTM 05/15 TD-CELL AIRTM 05/15 MB-CELL AIRTM 05/15 ST-CELL AIRTM 05/15 ST-CELL AIRTM 05/15 PD-CELL AIRTM ..... CHECK TOTAL	320.00 117.43 34.20 24.40 12.45 5.25 4.58 3.20 3.00 .70 525.21

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149451	6/03	HEALTHSTAT	611-09-50101-155-504	04/15 MID LVL PROV	15,552.01
			611-09-50101-155-504	04/15 PROG ADMN FEE	10,604.59
			611-09-50101-155-504	04/15 REF LAB FEES	6,493.95
			611-09-50101-155-504	04/15 MED OFFC ASST	5,583.39
			611-09-50101-155-504	04/15 MED SUPPLIES	985.35
			611-09-50101-155-504	04/15 SERVICES	50.29
			611-09-50101-155-504	04/01-04/29 CO PAYS	680.00CR
				..... CHECK TOTAL	38,589.58
149452	6/03	MALSACK, J	461-11-51401-581-000	4410 73 ST-GRASS	229.36
			461-11-51401-581-000	2018 45 ST-GRASS	210.00
			463-11-51302-219-000	5047 17 AVE-DEBRIS	40.00
				..... CHECK TOTAL	479.36
149453	6/03	REGISTER OF DEEDS	405-11-51517-589-831	PETZKE PHII IMPRVMT	30.00
			405-11-51317-589-823	STRWBRY CRK IMPRVMT	30.00
				..... CHECK TOTAL	60.00
149454	6/03	WIS DEPT OF FINANCIAL INST	110-01-50101-311-000	NOTARY FEE - ARGUST	20.00
149455	6/03	STAPLES	110-02-52103-311-000	05/15 PD MISC OFFICE	82.64
			110-02-52103-311-000	05/15 PD MISC OFFICE	6.33
				..... CHECK TOTAL	88.97
149456	6/03	GINKOWSKI, RICHARD A	110-01-52001-219-000	5/22/15 SUB JUDGE	200.00
149457	6/03	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	05/15-TD SHOP SUPPLI	271.54
149458	6/03	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-367-000	LEATHER RIDING	524.00
			110-02-52103-367-000	LEATHER RIDING	350.00
			110-02-52103-367-000	LEATHER RIDING	80.00
				..... CHECK TOTAL	954.00
149459	6/03	TOTAL CYCLERY	110-02-52103-344-000	04/15 #556 BICYCLE R	127.96
			110-02-52103-365-000	04/15 #562 DUTY GEAR	49.98
				..... CHECK TOTAL	177.94
149460	6/03	JANKE GENERAL CONTRACTORS	420-11-51212-589-000	EST #1 THRU 5/15/15	49,429.79
			405-11-51517-589-830	EST 1 THRU 5/15/15	43,050.10
				..... CHECK TOTAL	92,479.89

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149461	6/03	SIMPLY ID	110-05-55111-363-000	CARD PRINTER	1,442.00
149462	6/03	MILWAUKEE LIFTS & RAMPS	289-06-50527-259-000	#5812693 - REHAB	3,391.00
149463	6/03	EYEOENERZ OF RACINE	110-09-56402-164-000	CHRISTEL GLASSES	298.00
149464	6/03	MILWAUKEE COURT REPORTERS	110-01-50101-219-000	03/15 SERVICES	150.00
149465	6/03	HYDROTEX	630-09-50101-393-000	05/15-SE LUBRICANTS	2,579.99
149466	6/03	KENOSHA COUNTY	524-05-50101-219-000	2015 GOLF CRS LICNS	563.00
149467	6/03	NATIONAL ALLIANCE OF	110-01-51601-323-000	2015 DUES-VANG	35.00
149468	6/03	KENOSHA COUNTY TREASURER	110-00-21910-999-000	04/15 FEES COLLECTED	9,335.96
			110-00-21901-999-000	04/15 FEES COLLECTED	2,661.42
			110-00-21910-999-000	04/15 FEES COLLECTED	172.04
				..... CHECK TOTAL	12,169.42
149469	6/03	GRAINGER	632-09-50101-389-000	04/15-SE PARTS/MATER	152.02
149470	6/03	TIME WARNER CABLE	110-01-51102-233-000	5/19-6/18-SE-RR	139.95
149471	6/03	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	05/15 FD MEDICAL SUP	333.99
149472	6/03	BUSCHE, JUDY LLC	110-01-50301-219-000	04/15 PROCESS SERVC	230.00
			110-01-50101-219-000	04/15 PROCESS SERVC	120.00
				..... CHECK TOTAL	350.00
149473	6/03	FAHRNER ASPHALT SEALERS LLC	402-11-51401-585-000	FINAL-JOINT,CRACK CL	3,750.00
149474	6/03	IAFF/NATIONWIDE	110-00-21574-000-000	05/16-31/15 CONTRIB	20,246.39
149475	6/03	PIEPER ELECTRIC	520-09-50401-246-000	05/15-TD MAINTENANCE	332.50
149476	6/03	AIRGAS NORTH CENTRAL	520-09-50201-317-000	05/15 TD INDUSTRIAL	283.11
			630-09-50101-393-000	05/15 SE #2832 INDUS	74.91
				..... CHECK TOTAL	358.02
149477	6/03	BAYCOM	709-09-50101-511-000	MOBILE RADIO & MOUNT	2,946.76
			110-02-52103-385-000	MICROPHONE BATTERY	588.00
			709-09-50101-511-000	TEMPLATE CHARGE	520.00
				..... CHECK TOTAL	4,054.76

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149478	6/03	CARTHAGE COLLEGE	110-00-21109-000-000	CLASS B BEER LIQUOR	30.00
149479	6/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	05/16-31/15 CONTRIB 05/16-31/15 CONTRIB ..... CHECK TOTAL	9,294.33 705.00 9,999.33
149480	6/03	AURORA HEALTH CARE	110-01-51303-216-000	01/15 SCREEN	75.00
149481	6/03	LGIP MUSEUM	110-00-21805-000-000	06/01/15 WIRE TRANS	139,000.00
149482	6/03	BUELOW, VETTER, BUIKEMA,	110-01-50101-219-000 110-01-51303-219-000 110-01-51001-212-000	03/15 SERVICE 03/15 SERVICE 03/15 SERVICE ..... CHECK TOTAL	4,647.50 2,172.50 550.00 7,370.00
149483	6/03	IMAGINE4, LLC	110-00-44507-000-000	PROBATION CABARET	125.00
149484	6/03	LACKLAND, QUOVADIS R	110-00-44708-000-000	TAXI DRIVER LIC	5.00
149485	6/03	MATTERA, CONNIE, MS, RN	206-02-52205-219-000	4/15,22 &29 SERVICE	1,100.00
149486	6/03	MAINVIEW SPORTS BAR & GRILL	110-00-44507-000-000	PROBATION CABARET	125.00
149487	6/03	KEITH, JOSH	110-00-44709-000-000	BARTENDER LICENSE	50.00
149488	6/03	MUTCHLER, RICKEY	110-00-44203-000-000 110-00-44502-000-000	CLASS B BEER LIQUOR AMUSEMENT LICENSE ..... CHECK TOTAL	575.00 270.00 845.00
149489	6/03	ZAMORA, EVETTE	110-00-21111-000-000	COURT PYMT	22.58
149490	6/03	ELLSWORTH, CONNIE	110-00-21905-000-000	5/16/15 BEACH HOUSE	300.00
149491	6/03	WANSART, JOANN	110-00-21905-000-000	5/15/15 BEACH HOUSE	300.00
149492	6/03	OTTINGER, MAKAYLA	110-00-45104-000-000	REFUND FINE PYMT	5.34
149493	6/03	VAUGHN, JOSHUA	110-00-44109-000-000	BLOCK PARTY PERMIT	45.00
149494	6/03	MUEHLNICKEL, AMANDA	110-00-46590-000-000	5/30/15 LINCOLN	75.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149495	6/03	MILLER, MATTHEW	110-00-44708-000-000	TAXI DRIVER LIC	5.00
149496	6/03	HAMM, THOMAS R.	110-02-52107-263-000	5/18-21 WAUSAU	55.00
149497	6/03	WAMBOLDT, JEFFREY	110-01-51303-144-000	SPRING 2015 TUITION	732.60
149498	6/03	TESSIEN, FRANK W.	110-02-52107-263-000	5/19/15 HARTLAND	8.00
149499	6/03	THOMAS, WILLIAM	110-02-52203-264-000	5/20-21 APPLETON	250.00
			110-02-52203-264-000	5/20-21 APPLETON	80.00
			110-02-52203-263-000	5/20-21 APPLETON	77.70
			110-02-52203-263-000	5/20-21 APPLETON	50.00
				..... CHECK TOTAL	457.70
149500	6/03	BRAGUE, DALE	110-02-52203-264-000	5/20-21 APPLETON	90.00
			110-02-52203-263-000	5/20-21 APPLETON	77.70
			110-02-52203-263-000	5/20-21 APPLETON	50.00
				..... CHECK TOTAL	217.70
149501	6/03	HELD, MICHAEL	110-02-52103-263-000	5/17/15 WINNEBAGO	12.00
149502	6/03	ANTARAMIAN, EDWARD	110-01-50301-261-000	2/14/15 MILWAUKEE	56.93
149503	6/03	DILLHOFF, AARON	110-02-52107-263-000	05/18-21/15 WAUSAU	55.00
149504	6/03	PARO, DAVID	110-02-52107-263-000	05/18-21/15 WAUSAU	55.00
149505	6/03	WILSON, BRIAN	110-02-52107-263-000	5/18-21/15 WAUSAU	55.00
149506	6/05	BINDELLI CONSTRUCTION INC	110-05-55109-711-000	REPLACE BOLLARDS	4,800.00
149507	6/05	RNOW, INC.	420-11-51501-579-000	2015 LODAL EVO MAG20	383,626.00
			420-11-51501-579-000	OPTIONS PER QUOTE	35,862.00
				..... CHECK TOTAL	419,488.00
149508	6/05	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	06/15 HEALTH SERVICE	50,210.17
			110-09-56501-259-567	RES 66-15 CLEANUPS	890.00
				..... CHECK TOTAL	51,100.17
149509	6/05	HWY C SERVICE	630-09-50101-393-000	05/15 CE SERV/PARTS	1,007.14

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149510	6/05	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	05/15 ST-ELECTRICAL	35.55
149511	6/05	KRANZ, INC.	630-09-50101-393-000 630-09-50101-393-000	05/15 PROD/MATERIAL 05/15 PROD/MATERIALS ..... CHECK TOTAL	3,073.12 852.27 3,925.39
149512	6/05	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	06/05/15 CITY HRLY 06/05/15 WATER HRLY 06/05/15 MUSEUM HRLY ..... CHECK TOTAL	10,545.30 3,065.62 15.00 13,625.92
149513	6/05	KENOSHA CO HUMANE SOCIETY	110-00-21112-000-000	4/15 LICENSES OVERS	40.00
149514	6/05	UNITED HOSPITAL SYSTEMS INC	110-00-15202-000-000 206-02-52205-318-000	12/14/14 W/C 04/15 DRUGS ..... CHECK TOTAL	481.55 152.45 634.00
149515	6/05	KENOSHA NEWS	405-11-51301-589-000 402-11-51404-586-000 402-11-51502-589-000 402-11-51507-585-000 405-11-51517-589-831 402-11-51502-589-000 402-11-51502-589-000 402-11-51502-589-000	04/15 BEACHHSE REPR 04/15 PROJ 15-1208 03/15 85 ST RESURF 04/15 PROJ 15-1020 04/15 PETZKE PK PH3 03/15 85 ST RESURF 05/15 RES 47-15 05/15 INSTL ASSMNT ..... CHECK TOTAL	117.00 112.44 111.30 109.02 106.74 59.28 53.25 21.09 690.12
149516	6/05	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	CONTROLLER REPAIR	605.00
149517	6/05	KENOSHA COUNTY	110-02-52105-283-000	06/15 MONTHLY RENT	11,440.25
149518	6/05	WILLKOMM INC., JERRY	630-09-50101-392-000	05/15 CE DIESEL FUEL	16,977.20
149519	6/05	PAYNE & DOLAN INC.	110-03-53103-355-000	05/15 ASPHALT MATERI	154.15
149520	6/05	A & R DOOR SERVICE	110-02-52203-246-000	05/15 FD #3 DOOR REP	1,631.00
149521	6/05	LARK UNIFORM, INC.	110-02-52103-367-000 110-02-52103-367-000	05/15 #523 UNIFORM T 05/15 #502 UNIFORM I ..... CHECK TOTAL	268.95 159.90 428.85

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149522	6/05	AT&T	110-02-52203-225-000	5/22-6/21 REPEATERS	413.26
149523	6/05	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	05/15 MED DIRECTOR S	5,912.67
149524	6/05	CHASE BANK KENOSHA	110-00-21513-000-000	06/05/15 HRLY DEDCT	19,917.98
			110-00-21511-000-000	06/05/15 HRLY DEDCT	11,212.31
			110-00-21612-000-000	06/05/15 HRLY DEDCT	11,212.19
			110-00-21614-000-000	06/05/15 HRLY DEDCT	3,111.78
			110-00-21514-000-000	06/05/15 HRLY DEDCT	3,111.68
				..... CHECK TOTAL	48,565.94
149525	6/05	WISCONSIN SCREEN PROCESS, INC	414-11-51504-574-000	05/15 IDENTIFIERS	211.75
149526	6/05	SWARTZ NURSERIES	501-09-50106-219-000	04/15 PLANT MATERIAL	278.00
149527	6/05	PAT'S SERVICES, INC.	205-03-53119-282-000	4/21-5/18 PORTABLE T	112.00
149528	6/05	INDUSTRIAL MARKETING	630-09-50101-393-000	05/15 SWEEPER PARTS	55.54
149529	6/05	ORR SAFETY CORP.	501-09-50105-235-000	SHIPPING CHARGE	92.59
149530	6/05	ACCURATE PRINTING CO., INC.	205-03-53118-311-000	05/15 PW-DRP-OFF TCK	1,224.00
			110-01-51101-311-000	05/15 FN-BUFF INDEX	158.00
			110-02-52103-311-000	05/15 PD-OS STMT EP	117.00
				..... CHECK TOTAL	1,499.00
149531	6/05	MCMULLEN & PITZ CONSTRUCTION	403-11-51510-587-000	EST 2 THRU 5/15/15	188,577.32
			405-11-51502-587-000	EST 2 THRU 5/15/15	129,575.42
				..... CHECK TOTAL	318,152.74
149532	6/05	AECOM TECHNICAL SERVICES INC	420-11-51210-589-846	12/6-4/3 BLDG 53	3,118.97
			420-11-51210-589-846	12/6-4/3 BLDG 53	1,965.37
			497-11-50102-219-846	12/6-4/3 BLDG 53	599.60
			497-11-50102-219-846	12/6-4/3 BLDG 53	518.95
				..... CHECK TOTAL	6,202.89
149533	6/05	JAMES IMAGING SYSTEMS, INC.	110-01-51301-525-000	DIGITAL COLOR COPIER	7,565.00
149534	6/05	HUMANA CLAIMS	611-09-50101-155-527	05/28-06/04 CLAIMS	28,591.43
			611-09-50101-155-527	05/28-06/04 CLAIMS	2,506.76
			611-09-50101-155-527	05/28-06/04 CLAIMS	666.28
			611-09-50101-155-527	05/28-06/04 CLAIMS	20.00
			611-09-50101-155-527	05/28-06/04 CLAIMS	14.75
				..... CHECK TOTAL	31,799.22

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149535	6/05	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000 632-09-50101-243-000	05/15 FD JANITORIAL 05/15 SE CLEANING SE ..... CHECK TOTAL	700.00 226.60 926.60
149536	6/05	PAUL CONWAY SHIELDS	110-02-52203-361-000	05/15 PARTS/SUPPLIES	548.50
149537	6/05	US CELLULAR	631-09-50101-226-000	05/15 EN-CELL AIRTM	87.00
149538	6/05	MALSACK, J	110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570	05/29 GRASS & WEED 05/20 GRASS & WEEDS 05/29 GRASS & WEED ..... CHECK TOTAL	3,240.94 2,409.40 2,048.84 7,699.18
149539	6/05	T & A INDUSTRIAL,LTD.	630-09-50101-393-000	05/15 CE SAFETY PROD	3,683.45
149540	6/05	JX PETERBILT	630-09-50101-393-000	05/15 #3171 PARTS	39.08
149541	6/05	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	06/05/15 CITY HRLY 06/05/15 WATER HRLY ..... CHECK TOTAL	1,162.38 439.62 1,602.00
149542	6/05	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	06/05/15 DEDUCTION 06/05/15 DEDUCTION 06/05/15 DEDUCTION ..... CHECK TOTAL	104.00 87.00 45.00 236.00
149543	6/05	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000 630-09-50101-393-000 520-09-50201-347-000	05/15 CE FASTENERS 05/15 CE FASTENERS 05/15 TD SHOP SUPPLI ..... CHECK TOTAL	161.21 152.45 137.57 451.23
149544	6/05	MENARDS (KENOSHA)	110-05-55109-344-000 405-11-51317-589-821 110-02-52203-344-000	05/15 PA MERCHANDISE 05/15 PW MERCHANDISE 05/15 FD #4 MERCHAND ..... CHECK TOTAL	173.73 89.24 11.78 274.75
149545	6/05	RED WING SHOE CO	110-03-53116-367-000	05/15 P.W. SAFETY BO	100.00
149546	6/05	KASDORF, LEWIS & SWIETLIK	520-09-50101-161-000	2/16-5/6/15 W/C	485.54

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149547	6/05	ROCKS & DOCKS	403-11-51510-587-000	5/30-31 SHORELINE MA	589.60
149548	6/05	LABORLAWCENTER, INC	110-01-51303-219-000	COMPLIANCE POSTERS	504.90
149549	6/05	WIS SCTF	110-00-21581-000-000	06/05/15 HRLY DEDUCT	1,509.82
149550	6/05	MOTION INDUSTRIES	630-09-50101-393-000	05/15 CE #8508 MERCH	319.51
149551	6/05	GRAINGER	521-09-50101-344-000	05/15 AR-PARTS/MTRLS	174.10
			521-09-50101-382-000	05/15 AR-MATERIALS	50.53
			630-09-50101-393-000	05/15 CE-PARTS/MTRLS	43.75
				..... CHECK TOTAL	268.38
149552	6/05	GANDER MOUNTAIN	110-02-52106-365-000	05/15 SUPPL/EQUIPMT	99.80
149553	6/05	UHS PHYSICIAN CLINIC	110-09-56405-161-000	4/7/15 W/C	126.92
149554	6/05	IOD INCORPORATED	110-02-52102-219-000	#15-058782 RECORDS	87.52
			110-02-52102-219-000	#15-052293 RECORDS	70.65
				..... CHECK TOTAL	158.17
149555	6/05	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/18/15 W/C	303.30
149556	6/05	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/20/14 W/C	602.14
			110-09-56405-161-000	12/10/14 W/C	502.13
			110-09-56405-161-000	12/8/14 W/C	468.85
			110-09-56405-161-000	4/29/15 W/C	427.87
			110-09-56405-161-000	12/12/14 W/C	393.28
			110-09-56405-161-000	4/27/15 W/C	342.41
				..... CHECK TOTAL	2,736.68
149557	6/05	GENEX SERVICES INC	110-09-56405-161-000	5/8-29/15 W/C	935.60
			110-09-56405-161-000	4/3-30/15 W/C	916.80
				..... CHECK TOTAL	1,852.40
149558	6/05	COMPTODAY	110-09-56405-161-000	4/18/15 W/C	230.44
149559	6/05	KOHN LAW FIRM S.C.	110-00-21581-000-000	06/05/15 DEDUCTION	17.63
149560	6/05	FRANKLIN FINANCIAL	110-00-21581-000-000	06/05/15 DEDUCTION	58.41

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149561	6/05	RKJ ENTERPRISES LLC	110-00-21106-000-000	PERS PROP TAX OVER	1,653.31
149562	6/05	LERETA, LLC	110-00-21106-000-000	2014 TAX-4042 SHER	1.57
149563	6/05	BMO HARRIS BANK	110-00-21112-000-000	03-121-03-407-102	43.78
149564	6/05	ADVANTAGE AMERICA TITLE	110-00-21106-000-000	2014 TAX-5507 32 AV	721.26
149565	6/05	GROW RITE LANDSCAPE	110-00-21112-000-000	SPECL ASMT OVERPAY	4.71
149566	6/05	SCHIAVONE, WILLIAM & CAROL	110-00-21106-000-000	2014 TAX - VARIOUS	34.65
149567	6/05	ST PETER, TIMOTHY	110-00-21106-000-000	2014 TAX-2732 LIN RD	77.86
149568	6/05	TCF NATIONAL BANK	110-00-21112-000-000	04-122-12-281-030	9.10
149569	6/05	LEVONOWICH, PAUL	110-00-21111-000-000	N590999 COURT PYMT	431.00
149570	6/05	KAYON, MONIQUE	110-00-21111-000-000	V795666 COURT PYMT	219.20
149571	6/05	COBE, BRANDI L	110-00-21111-000-000	S568206 COURT PYMT	120.00
149572	6/05	TAYLOR, TIA	110-00-21111-000-000	R939404 COURT PYMT	56.00
149573	6/05	LEWIS, ELIZABETH M	110-00-21111-000-000	U127820 COURT PYMT	98.80
149574	6/05	MARTIN, DAVID	110-00-21111-000-000	V875682 COURT PYMT	202.80
149575	6/05	SCHAFFER, JEREMIAH J	110-00-21111-000-000	U121705 COURT PYMT	22.80
149576	6/05	MOORHOUSE, CATHERINE	110-00-21111-000-000	S562909 COURT PYMT	14.10
149577	6/05	SALAS, DEBRA	110-01-50401-263-000	BOR EXPENSES	54.43
149578	6/05	LABATORE, FELICIA	110-02-52107-263-000	5/20/15 HARTLAND	8.00
149579	6/05	HAMILTON, WILLIE	110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
			110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149580	6/05	MORETTI, PEP	110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
149581	6/05	STICH, AARON A	110-09-56405-161-000	6/16/15 IME MILEAGE	55.79
149582	6/05	ELDER, KATIE	631-09-50101-261-000	5/14-15 APWA CONF	110.40
149583	6/05	HOWARD, MARTIN	110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
149584	6/05	SHESEY, RUSTEN	110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
149585	6/10	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	05/15 5706 8 AVE 05/15 5805 23 AVE 05/15 6106 23 AVE ..... CHECK TOTAL	80.00 78.00 60.00 218.00
149586	6/10	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	05/15-SE#3228 PARTS/ 05/15-SE#2283 PARTS/ 05/15-SE PARTS/MATER ..... CHECK TOTAL	510.95 510.00 187.76 1,208.71
149587	6/10	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	05/15-ST ELECTRICAL	8.54
149588	6/10	HWY C SERVICE	110-05-55109-344-000 110-03-53103-361-000 630-09-50101-393-000	03/15-PA SERVICE/PAR 05/15-ST SERVICE/PAR 05/15-SE#3094 PARTS ..... CHECK TOTAL	734.99 288.90 93.84 1,117.73
149589	6/10	JANTZ TOWING SERVICE	110-02-52103-219-000 110-02-52103-219-000	05/15-#15-071540 TOW 05/15-#15-062053 TOW ..... CHECK TOTAL	25.00 15.00 40.00
149590	6/10	KRANZ, INC.	630-09-50101-393-000	06/15-SE PRODUCTS &	246.55
149591	6/10	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000 630-09-50101-393-000	05/15 CE #3046 LABOR 05/15 CE #2832 LABOR ..... CHECK TOTAL	633.90 622.60 1,256.50
149592	6/10	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	05/15 LAB 15-069999 05/15 LAB 15-006215 05/15 LAB 15-066434 05/15 LAB 15-049472 ..... CHECK TOTAL	99.20 99.20 99.20 49.60 347.20

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149593	6/10	KENOSHA NEWS	110-01-50101-321-000	4/6/15 CC MINUTES	426.45
			402-11-51404-586-000	05/15 REPL SDWLK NTC	59.95
			110-01-50101-321-000	05/15 2ND READ ORDS	27.79
			110-00-21104-000-000	04/15 MAINVIEW LIC	23.54
			110-00-21104-000-000	05/15 VALLABH LIC	21.93
			110-00-21104-000-000	04/15 66 COMPANY II	21.93
				..... CHECK TOTAL	581.59
149594	6/10	AMERICAN ASSOC OF AIRPORT	521-09-50101-323-000	2015 ASSOC DUES	150.00
149595	6/10	SHOPKO STORES	110-02-52103-311-000	05/15 PD MERCHANDISE	21.46
149596	6/10	WIS DEPT OF REVENUE	110-00-21512-000-000	05/16-31/15 DEDUCTS	104,055.69
149597	6/10	WE ENERGIES	633-09-50101-221-000	#22 03/31-04/30	2,901.48
			110-03-53109-221-000	#22 04/27-05/27	2,358.76
			110-03-53109-221-000	#22 04/28-05/28	1,457.11
			110-02-52203-221-000	#22 04/29-05/29	1,334.70
			632-09-50101-221-000	#22 03/31-04/30	1,216.88
			110-03-53103-221-000	#22 03/31-04/30	1,167.62
			110-03-53109-221-000	#22 04/26-05/26	1,139.15
			110-05-55111-221-000	#22 03/26-05/27	1,083.60
			110-05-55109-221-000	#22 04/27-05/27	893.21
			110-03-53109-221-000	#22 04/23-05/25	877.08
			522-05-50102-221-000	#22 04/22-05/21	675.78
			110-03-53116-221-000	#22 04/23-05/25	670.42
			110-03-53109-221-000	#22 04/22-05/21	592.92
			110-05-55109-221-000	#22 04/23-05/25	387.40
			110-05-55109-221-000	#22 04/22-05/21	377.83
			110-05-55109-222-000	#22 03/30-04/29	331.36
			110-02-52203-221-000	#22 04/01-05/01	276.52
			110-05-55109-221-000	#22 04/23-05/22	231.34
			110-03-53109-221-000	#22 03/30-04/29	205.11
			110-03-53103-221-000	#22 04/28-05/28	180.11
			110-05-55106-222-000	#22 04/26-05/26	106.10
			519-09-50103-221-000	#22 04/28-05/28	74.93
			110-03-53109-221-000	#22 04/24-05/28	45.48
			110-05-55109-221-000	#22 04/26-05/26	36.16
			110-03-53117-221-000	#22 04/23-05/25	34.48
			110-05-55109-221-000	#22 04/28-05/28	17.23
			110-05-55109-222-000	#22 04/28-05/28	15.31
			522-05-50102-222-000	#22 04/22-05/21	12.06
			110-05-55109-222-000	#22 04/22-05/21	9.57
				..... CHECK TOTAL	18,709.70

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149598	6/10	DATA FINANCIAL BUSINESS	110-01-51201-369-000 110-01-51201-232-000	CURRENCY COUNTER EXTENDED WARRANTY ..... CHECK TOTAL	389.00 109.00 498.00
149599	6/10	PAYNE & DOLAN INC.	110-03-53103-355-000 110-03-53103-355-000	05/15-ASPHALT MATERI 05/15-ASPHALT MATERI ..... CHECK TOTAL	2,941.20 1,113.67 4,054.87
149600	6/10	REINDERS INC.	630-09-50101-393-000 630-09-50101-393-000	05/15-CE PARTS/SERVI 05/15-CE PARTS/SERVI ..... CHECK TOTAL	321.89 301.50 623.39
149601	6/10	WISCONSIN FUEL & HEATING	630-09-50101-391-000 110-03-53117-341-000	05/15 CE LUBRICANTS/ 05/15 WA LUBRICANTS/ ..... CHECK TOTAL	18,876.27 700.70 19,576.97
149602	6/10	C.J.W., INC.	524-05-50101-397-000 524-05-50101-397-000	05/15 CONSUMABLE MER 05/15 CONSUMABLE MER ..... CHECK TOTAL	193.70 97.15 290.85
149603	6/10	SHORT ELLIOTT HENDRICKSON	403-11-51306-589-000	04/15 WETLAND MITGTN	2,611.75
149604	6/10	OFFICEMAX	524-05-50101-311-000 110-01-51201-311-000 110-03-53101-311-000 110-01-50901-311-000	05/15-PA#3180 OFFICE 05/15-CT#3168 OFFICE 05/15-PW#3190 OFFICE 05/15-AS#3182 OFFICE ..... CHECK TOTAL	98.12 62.60 27.44 24.00 212.16
149605	6/10	PROBUILD	110-03-53107-344-000	WHITE OAK BOARDS	1,772.00
149606	6/10	HOLLAND SUPPLY, INC.	630-09-50101-393-000	05/15-CE#2592 HYDRAU	105.40
149607	6/10	INTERSPIRO	110-02-52203-369-000 110-02-52203-369-000 110-02-52203-235-000	06/15-FD SCBA PARTS 06/15-FD SCBA PARTS 04/15-FD CREDIT SCBA ..... CHECK TOTAL	1,500.00 1,119.10 645.30CR 1,973.80
149608	6/10	WISCONSIN DNR	521-09-50101-219-000	2015 STORMWATER FEES	130.00
149609	6/10	PARKSIDE TRUE VALUE HARDWARE	110-05-55109-244-000 110-02-52203-382-000 110-05-55109-249-000 110-02-52203-246-000	05/15 PA MERCHANDISE 05/15 FD MERCHANDISE 05/15 PA MERCHANDISE 05/15 FD MERCHANDISE ..... CHECK TOTAL	81.03 57.19 15.96 8.48 162.66

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149610	6/10	DOHENY ENTERPRISES	110-01-51801-382-000	LIGHT LENS GASKETS	304.13
149611	6/10	VERMEER SALES & SERVICE	630-09-50101-393-000	05/15 #3009 PARTS/SE	102.34
149612	6/10	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	#15-059098 RECORDS	80.64
			110-02-52102-219-000	#15-057498 RECORDS	61.30
				..... CHECK TOTAL	141.94
149613	6/10	BELLE COFFEE SERVICE	524-05-50101-397-000	05/15 COFFEE/SUPPLIE	74.00
149614	6/10	HALQUIST STONE CO	110-03-53103-354-000	05/15 LIMESTONE CHP	292.28
			110-03-53103-354-000	05/15 LIMESTONE CHP	265.20
				..... CHECK TOTAL	557.48
149615	6/10	INTAB INC	110-01-51901-311-000	04/15 ELECTION SPPL	224.75
149616	6/10	QUARLES & BRADY	110-00-21109-000-000	TID #5 DEV AGREE	5,689.75
149617	6/10	QUARLES & BRADY	110-00-21109-000-000	TID #4 PLAN AMEND	1,045.00
149618	6/10	QUARLES & BRADY	110-00-21109-000-000	\$18.455 M REF	22,500.00
149619	6/10	QUARLES & BRADY	110-00-21109-000-000	\$3.015M NOTE	8,000.00
149620	6/10	QUARLES & BRADY	110-00-21109-000-000	\$5.103M TAXABLE	6,250.00
149621	6/10	CINTAS CORP.	110-02-52101-219-000	05/15 PURGE SERV	29.43
149622	6/10	WASTE MANAGEMENT OF WI	110-03-53117-253-416	05/15 1178.91 TONS	29,390.23
			110-03-53117-253-416	05/15 WDNR TONNAGE	15,325.83
			501-09-50105-253-000	05/15 140.04 TONS	3,491.20
			110-03-53117-253-417	05/15 81.23 TONS	2,025.06
			110-03-53117-253-417	05/15 11 CMPT PULLS	1,969.11
			501-09-50105-253-000	05/15 WDNR TONNAGE	1,820.52
			110-03-53117-253-416	05/15 FUEL SURCHARGE	1,696.80
			501-09-50104-253-000	05/15 58.10 TONS	1,448.43
			110-03-53117-253-417	05/15 WDNR TONNAGE	1,055.99
			501-09-50104-253-000	05/15 WDNR TONNAGE	755.30
			110-03-53117-253-416	05/15 ENVIRO SURCHG	288.00
			110-03-53117-253-417	05/15 FUEL SURCHARGE	231.61
			501-09-50105-253-000	05/15 FUEL SURCHARGE	207.95
			501-09-50105-253-000	05/15 ENVIRO SURCHG	150.00
			501-09-50104-253-000	05/15 FUEL SURCHARGE	85.59
			110-03-53117-253-417	05/15 ENVIRO SURCHG	66.00
			501-09-50104-253-000	05/15 ENVIRO SURCHG	30.00
				..... CHECK TOTAL	60,037.62

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149623	6/10	HENRY SCHEIN	206-02-52205-318-000	MEDICAL SUPPLIES	704.77
			206-02-52205-318-000	MEDICAL SUPPLIES	334.73
			206-02-52205-318-000	MEDICAL SUPPLIES	179.33
			206-02-52205-318-000	MEDICAL SUPPLIES	120.32
				..... CHECK TOTAL	1,339.15
149624	6/10	MALSACK, J	461-11-51501-581-000	5/15 CUTTING-C	1,846.27
			463-11-51402-219-000	5/15 CUTTING-B	1,022.67
			463-11-51402-219-000	05/15 CUTTING-D	916.33
			758-09-51608-259-000	5/15 MAINT-5810 19TH	95.72
			758-09-51607-259-000	5/15 MAINT-6105 25TH	95.72
			217-06-51615-259-000	#5814873 MAINT 5/15	95.71
			217-06-51613-259-000	#5814873 MAINT.	95.71
			217-06-51611-259-000	#5814873 MAINT 5/15	95.71
			217-06-51610-259-000	#5814873 MAINT 5/15	95.71
			217-06-51602-259-000	#5814873 MAINT 5/15	95.71
			758-09-51608-259-000	5/15 WEED/FEED	55.00
			758-09-51607-259-000	5/15 WEED/FEED	55.00
			217-06-51615-259-000	#5815942 WEED/FEED	55.00
			217-06-51613-259-000	#5815942 WEED/FEED	55.00
			217-06-51611-259-000	#5815942 WEED/FEED	55.00
			217-06-51610-259-000	#5815942 WEED/FEED	55.00
			217-06-51602-259-000	#5815942 WEED/FEED	55.00
				..... CHECK TOTAL	4,840.26
149625	6/10	ELECTRICAL CONTRACTORS, INC	110-03-53109-219-000	DISCONNECT 2802 52 ST	130.50
			110-03-53109-219-000	HWY 50 AND 60 AV	130.50
				..... CHECK TOTAL	261.00
149626	6/10	INSTY-PRINTS	110-01-51601-311-000	05/15 CD-GRASS/DEBRs	883.50
			110-05-55109-311-000	05/15 PARK/POOL FRMS	168.16
				..... CHECK TOTAL	1,051.66
149627	6/10	WIS DEPT OF REVENUE	761-00-21512-000-000	05/15 KCM DEDUCTS	270.20
149628	6/10	JX PETERBILT	630-09-50101-393-000	05/15-SE PARTS/SERVI	198.40
149629	6/10	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	2 OF 4 PM PROGRAM	292.00
149630	6/10	STEPP EQUIPMENT CO.	630-09-50101-393-000	05/15-SE#2838 PARTS/	2,205.08
			630-09-50101-393-000	05/15-SE#2838 PARTS/	79.22
				..... CHECK TOTAL	2,284.30

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149631	6/10	CDW-G	110-01-51102-539-000	05/15 RECEIPT PRNTR	603.95
			110-01-51102-539-000	05/15 UPS/KEYBOARDS	460.91
			521-09-50101-246-000	05/15 POWER SUPPLY	20.98
				..... CHECK TOTAL	1,085.84
149632	6/10	WIS DEPT OF REVENUE	110-00-45108-000-000	FINE PMT 1148381	292.50
			110-00-45103-000-000	FINE PMT 1148381	253.10
			110-00-21901-000-000	FINE PMT 1148381	104.00
			110-00-45104-000-000	FINE PMT 1148381	28.00
			110-00-21911-000-000	FINE PMT 1148381	13.00
			110-00-21910-000-000	FINE PMT 1148381	10.00
				..... CHECK TOTAL	700.60
149633	6/10	PERSPECTIVES	245-09-50101-264-000	PEER TRAINING 10HRS	1,475.00
149634	6/10	STAPLES	110-02-52103-311-000	05/15-PD OFFICE SUPP	162.40
			110-02-52103-311-000	05/15-PD OFFICE SUPP	57.73
			110-01-51101-311-000	05/15-FN OFFICE SUPP	35.43
				..... CHECK TOTAL	255.56
149635	6/10	GLEASON REDI-MIX	501-09-50105-355-000	04/15-CONCRETE MATER	767.07
			501-09-50105-355-000	04/15-CONCRETE MATER	731.07
			501-09-50105-355-000	04/15-CONCRETE MATER	720.00
			501-09-50105-355-000	04/15-CONCRETE MATER	680.00
			501-09-50105-355-000	04/15-CONCRETE MATER	672.00
			501-09-50105-355-000	04/15-CONCRETE MATER	580.00
			501-09-50105-355-000	04/15-CONCRETE MATER	520.00
			501-09-50105-355-000	04/15-CONCRETE MATER	520.00
			110-03-53103-355-000	04/15-CONCRETE MATER	500.00
			405-11-51317-589-821	04/15-CONCRETE MATER	406.15
				..... CHECK TOTAL	6,096.29
149636	6/10	WASTE MANAGEMENT	633-09-50101-253-000	06/15 LI-WKLY PICK U	98.14
			110-01-51801-246-000	06/15 MB-PULL CHGS	58.87
				..... CHECK TOTAL	157.01
149637	6/10	MENARDS (KENOSHA)	110-03-53107-389-000	05/15 ST MERCHANDISE	172.14
			110-02-52203-382-000	05/15 FD #4 MERCHAND	141.80
			520-09-50401-347-000	05/15 TD MERCHANDISE	100.95
			110-02-52203-382-000	05/15 FD #3 MERCHAND	53.88
				..... CHECK TOTAL	468.77

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149638	6/10	CHAMPION PIZZA	524-05-50101-397-000	05/15 FROZEN PIZZAS	60.00
149639	6/10	NORTHWEST LAKE COUNTY	110-02-52206-264-000	4/27 LCARTA USE FEE	819.98
149640	6/10	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	05/15-GO BEER/SODA	98.70
149641	6/10	FEBCO, INC.	524-05-50101-369-000	FREEZER	3,179.45
149642	6/10	CARSON J SPENCER FOUNDATION	110-02-52110-311-000	LAW ENFORCE BOOKS	258.72
149643	6/10	DESIGN PARTNERS, INC	110-01-51301-311-000	CANVAS PRINTS	200.00
149644	6/10	MONSON-DUPUIS, ROBIN	245-09-50101-264-000	PO PEER SUPPORT	500.00
149645	6/10	CEDAR CREST	524-05-50101-397-000	05/15-GO CONCESSION	120.52
149646	6/10	ALARM DETECTION SYSTEMS INC	758-09-51608-259-000	6-8 ALARM	123.00
			758-09-51607-259-000	6-8 ALARM	120.00
			217-06-51615-259-000	#5814878 ALARM	120.00
			217-06-51610-259-000	#5814878 ALARM	120.00
			217-06-51613-259-000	#5814878 ALARM	117.00
			217-06-51611-259-000	#5814878 ALARM	117.00
			217-06-51602-259-000	#5814878 ALARM	117.00
				..... CHECK TOTAL	834.00
149647	6/10	KENOSHA COUNTY	110-05-55111-219-000	2015 LIC-ANDRSN ADDL	294.00
			110-05-55111-219-000	2015 LIC-WASH POOL	294.00
			110-05-55111-219-000	2015 LIC-ANDRSN ADDL	221.00
			110-05-55111-219-000	2015 LIC-ANDERSON	221.00
				..... CHECK TOTAL	1,030.00
149648	6/10	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	05/15 PD #3271 GLASS	78.93
149649	6/10	GRAINGER	521-09-50101-344-000	05/15-AR PARTS/MATER	143.27
			521-09-50101-311-000	05/15-AR PARTS/MATER	59.94
				..... CHECK TOTAL	203.21
149650	6/10	UW GREEN BAY	110-01-50101-264-000	ARGUST 7/12-15	259.00
			110-01-51201-264-000	ARGUST 7/12-15	200.00
				..... CHECK TOTAL	459.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149651	6/10	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	DUES-G SANTELLI	100.00
149652	6/10	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000 110-02-52107-264-000	RESOURCE OFFICER ADMIN ANDREOLI ..... CHECK TOTAL	700.00 225.00 925.00
149653	6/10	COMMUNITY STREETCAR	520-09-50301-323-000	7/15-6/16 DUES IWEN	1,500.00
149654	6/10	GANDER MOUNTAIN	110-02-52102-365-000	05/15 SUPL/EQUIPMT	99.96
149655	6/10	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000 110-09-56402-219-000 110-01-51303-212-000	04/15 SERVICES 04/15 SERVICES 04/15 SERVICES ..... CHECK TOTAL	4,125.00 1,925.00 577.50 6,627.50
149656	6/10	JURGENS, MARY	110-00-45103-000-000	FROM-NAMIO ORES2834	12.94
149657	6/10	PAVONE, MICHAEL & ALICE	110-02-52103-341-000	5/21/15 WAUSAU	35.00
149658	6/10	LEVONOWICH, PAUL	110-00-45103-000-000 110-00-45103-000-000 110-00-45103-000-000 110-00-21901-000-000 110-00-21901-000-000 110-00-21901-000-000	N590999 FINE PYMT N590998 FINE PYMT N590997 FINE PYMT N590999 FINE PYMT N590998 FINE PYMT N590997 FINE PYMT ..... CHECK TOTAL	3.97 3.97 3.97 1.03 1.03 1.03 15.00
149659	6/10	MATHEWS, JUAN S	110-00-45103-000-000 110-00-45103-000-000	FROM-LOPEZ OREST267 FROM LOPEZ-CASTRO ..... CHECK TOTAL	87.50 87.50 175.00
149660	6/10	BECKER, TIMOTHY E	110-00-45103-000-000 110-00-45103-000-000	CONWAY - OREST360 CONWAY - OREST360 ..... CHECK TOTAL	265.61 61.00 326.61
149661	6/10	SAFFOLD, YOLANDA	110-00-46580-000-000 110-00-21905-000-000 110-00-46532-000-000	BEACH HOUSE-8/23/15 BEACH HOUSE-8/23/15 BEACH HOUSE-8/23/15 ..... CHECK TOTAL	300.00 300.00 25.00 625.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149662	6/10	STRASH, RICHARD	110-00-21905-000-000	5/24/15 BEACH HOUSE	300.00
149663	6/10	CERVANTES, ELVIA	110-00-21905-000-000	5/23/15 BEACH HOUSE	300.00
149664	6/10	YORK, VIRGIE	110-00-21905-000-000	5/23/15 ORBILETTI	100.00
149665	6/10	HULL, BECKY	110-00-21905-000-000	5/31/15 BEACH HOUSE	300.00
149666	6/10	TRINITY LUTHERAN	110-00-46501-000-000	5/27/15 NASH PARK	50.00
149667	6/10	MINK, DENNIS G	110-00-45103-000-000 110-00-21901-000-000	I706244 FINE PYMT I706244 FINE PYMT ..... CHECK TOTAL	45.00 11.70 56.70
149668	6/10	CHRISTENSEN, FREDERICK C	110-00-21904-000-000	B083260 CASH BOND	56.70
149669	6/10	SCOTT, ANTONIO	110-00-21902-000-000	U127694 FINE PYMT	3.58
149670	6/10	KREWSON, SHARON	110-01-51601-261-000	05/15 394 MILES	226.55
149671	6/10	BALL, DOUGLAS J.	110-02-52107-263-000	5/18-22 GREEN BAY	125.00
149672	6/10	KENDALL, JAMES K.	110-02-52102-263-000	4/5-4/9 ANCHORAGE	396.00
149673	6/10	HECKEL, EUGENE W.	110-02-52107-264-000	REG FEE GALLEY 6/2	350.00
149674	6/10	MIKOLAS, KEVIN	110-01-51601-261-000	05/15 464 MILES	266.80
149675	6/10	WILKE, BRIAN	110-01-51601-261-000	05/15 86 MILES	49.45
149676	6/10	BELLER, JAMES	110-02-52107-263-000	5/21/15 HARTLAND	8.00
149677	6/10	CHIAPPETTA, LOUIS	110-01-51601-261-000	05/15 299 MILES	171.93
149678	6/10	POYNER, ROGER	520-09-50101-389-000	RENEWAL OF CDL	74.00
149679	6/10	CRUEY, EDWARD	110-01-50901-261-000	05/15 98 MILES	56.35
149680	6/10	AUSTIN, CATHY	631-09-50101-261-000	5/13-15 SHEBOYGAN	156.40

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149681	6/10	ELM, MATTHEW G.	110-02-52103-263-000	5/22/15 WINNEBAGO	12.00
149682	6/10	HELD, MICHAEL	110-02-52103-263-000	6/2/15 WINNEBAGO	12.00
149683	6/10	SANCHEZ, MARGARITO	110-01-51601-261-000	05/15 339 MILES	194.93
149684	6/10	MOORE, MICHAEL	110-01-51601-261-000	05/15 700 MILES	402.50
149685	6/10	NEWHOUSE, ROBERT	110-01-51601-261-000	05/15 305 MILES	175.38
149686	6/10	TERRY, KAREN	110-01-51303-263-000	PARKS INTERVIEW	61.30
149687	6/10	PAGOULATOS, KOSTAS	110-01-51601-261-000	05/15 654 MILES	376.05
149688	6/10	VANG, PA PHOUALA	110-01-51601-261-000	5/13-6/3 52 MILES	29.90
149689	6/10	ROBINSON, CURTIS	110-00-15202-000-000	4/29-5/26/15 PPD	1,288.00
149690	6/10	KROENING, DOUG	110-01-51601-261-000	05/15 188 MILES	108.10
149691	6/10	GONZALES, MARIO	110-01-51601-261-000	05/15 190 MILES	109.25
149692	6/12	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	05/15 6323 30 AVE	175.00
149693	6/12	NEW FLYER	520-09-50201-347-000	05/15-BUS PARTS	657.64
			520-09-50201-347-000	05/15-BUS PARTS	296.10
				..... CHECK TOTAL	953.74
149694	6/12	WE ENERGIES	110-03-53109-221-000	05/15 STREET LIGHTS	62,570.51
			110-05-55109-221-000	05/15 STREET LIGHTS	227.31
				..... CHECK TOTAL	62,797.82
149695	6/12	RNOW, INC.	630-09-50101-393-000	05/15-SE PARTS/MATER	1,010.28
			630-09-50101-393-000	05/15-SE PARTS/MATER	241.59
			630-09-50101-393-000	05/15-SE#2832 PARTS/	123.06
			630-09-50101-393-000	05/15-SE PARTS/MATER	108.72
				..... CHECK TOTAL	1,483.65
149696	6/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	06/12/15 CITY HRLY	10,395.30
			110-00-21562-000-000	06/12/15 WATER HRLY	3,065.62
			110-00-21562-000-000	06/12/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	13,475.92
149697	6/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	06/15/15 CITY SAL	35,549.36
			110-00-21562-000-000	06/15/15 WATER SAL	6,744.00
			110-00-21562-000-000	06/15/15 LIBRARY SAL	4,723.50
				..... CHECK TOTAL	47,016.86

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149698	6/12	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	06/15/15 CITY SAL 06/15/15 LIBRARY SAL 06/15/15 WATER SAL ..... CHECK TOTAL	654.00 173.00 143.92 970.92
149699	6/12	UNITED HOSPITAL SYSTEMS INC	110-00-15202-000-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	4/4/15 W/C 11/16/14 W/C 10/17/14 W/C 6/2/15 W/C ..... CHECK TOTAL	1,115.49 943.02 629.10 19.80 2,707.41
149700	6/12	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	06/15/15 CITY SAL DE 06/15/15 WATER SAL D ..... CHECK TOTAL	83,680.00 40.00 83,720.00
149701	6/12	BADGER TRUCK CENTER	630-09-50101-393-000	05/15 SE PARTS & MAT	84.45
149702	6/12	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	05/15-TD TIRES/SERVI	93.91
149703	6/12	SHOPKO STORES	110-02-52203-382-000 110-02-52203-382-000	05/15 FD #4 MERCHAND 05/15 FD #4 MERCHAND ..... CHECK TOTAL	43.89 7.98CR 35.91
149704	6/12	WELDCRAFT, INC.	630-09-50101-393-000 110-05-55109-344-000	04/15-CE WELDING SER 04/15-PA WELDING SER ..... CHECK TOTAL	281.43 176.40 457.83
149705	6/12	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	06/15/15 DEDUCTION	235.16
149706	6/12	BECKER AWNING	110-02-52206-367-000	05/15 FD #6 TURNOUT	115.00
149707	6/12	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21914-000-000	05/15 TEMP PERMITS 05/15 BILL COLLECTN ..... CHECK TOTAL	17,904.20 4,051.41 21,955.61
149708	6/12	A & R DOOR SERVICE	110-02-52203-344-000	05/15 FD #3 DOOR REP	33.00
149709	6/12	CHASE BANK KENOSHA	761-00-21513-000-000 761-00-21511-000-000 761-09-50101-158-000 761-00-21514-000-000 761-09-50101-158-000	05/15 KCM DEDUCT 05/15 KCM DEDUCT 05/15 KCM DEDUCT 05/15 KCM DEDUCT 05/15 KCM DEDUCT ..... CHECK TOTAL	635.00 406.92 406.89 95.18 95.15 1,639.14
149710	6/12	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	06/12/15 HRLY DEDCT 06/12/15 HRLY DEDCT 06/12/15 HRLY DEDCT 06/12/15 HRLY DEDCT 06/12/15 HRLY DEDCT ..... CHECK TOTAL	20,423.36 11,232.49 11,232.41 3,209.43 3,209.31 49,307.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149711	6/12	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	06/15 SPCL TRANSPRT	21,334.00
			520-09-50301-258-000	06/15 WKND DISPATCH	583.00
			520-09-50301-258-000	06/15 METRA BACK UP	166.00
				..... CHECK TOTAL	22,083.00
149712	6/12	TDS	110-01-51801-227-000	06/15 PHONE SERVICE	5,418.92
			110-00-15202-000-000	06/15 PHONE SERVICE	2,143.12
			520-09-50301-227-000	06/15 PHONE SERVICE	767.32
			110-03-53103-227-000	06/15 PHONE SERVICE	544.20
			110-00-14401-000-000	06/15 PHONE SERVICE	447.54
			632-09-50101-227-000	06/15 PHONE SERVICE	394.80
			521-09-50101-227-000	06/15 PHONE SERVICE	346.16
			110-05-55109-227-000	06/15 PHONE SERVICE	339.72
			501-09-50101-227-000	06/15 PHONE SERVICE	225.98
			110-03-53116-227-000	06/15 PHONE SERVICE	204.48
			520-09-50401-227-000	06/15 PHONE SERVICE	142.37
			110-02-52108-225-000	06/15 PHONE SERVICE	132.50
			110-02-52110-227-000	06/15 PHONE SERVICE	102.95
			524-05-50101-227-000	06/15 PHONE SERVICE	95.95
			520-09-50202-227-000	06/15 PHONE SERVICE	70.85
			110-02-52203-227-000	06/15 PHONE SERVICE	69.00
			206-02-52205-227-000	06/15 PHONE SERVICE	67.62
			110-02-52108-225-000	06/15 PHONE CALLS	63.36
			110-05-55111-227-000	06/15 PHONE SERVICE	46.00
			110-02-52110-225-000	06/15 PHONE CALLS	34.98
			110-01-51801-225-000	06/15 PHONE CALLS	30.01
			520-09-50301-225-000	06/15 PHONE CALLS	8.75
			110-03-53103-225-000	06/15 PHONE CALLS	1.58
			632-09-50101-225-000	06/15 PHONE SERVICE	1.00
			501-09-50101-225-000	06/15 PHONE CALLS	.58
			524-05-50101-225-000	06/15 PHONE CALLS	.56
			110-03-53116-225-000	06/15 PHONE CALLS	.21
			520-09-50401-227-000	06/15 PHONE CALLS	.20
				..... CHECK TOTAL	11,700.71
149713	6/12	REGISTRATION FEE TRUST	110-09-56519-909-000	REG/LICENSE #3318	74.50
			110-09-56519-909-000	REG/LICENSE #3315	74.50
			110-09-56519-909-000	REG/LICENSE #3314	74.50
			110-09-56519-909-000	REG/LICENSE #3313	74.50
				..... CHECK TOTAL	298.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149714	6/12	ZAK, PAUL	110-02-52203-165-000	06/15 BENEFITS	861.97
149715	6/12	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	06/15/15 SAL DEDUCTS	4,220.00
149716	6/12	WIS DEPT OF REVENUE	110-00-21581-000-000	05/15 DEDUCTIONS	506.09
149717	6/12	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	05/15-LEGAL PUBLICAT	80.00
149718	6/12	HOLLAND SUPPLY, INC.	501-09-50105-344-000 630-09-50101-393-000	05/15-SW HYDRAULIC F 05/15-CE HYDRAULIC F ..... CHECK TOTAL	54.50 26.64 81.14
149719	6/12	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	06/15/15 SAL DEDUCT	970.00
149720	6/12	MILLHOUSE AUTO BODY INC	110-02-52103-711-000	REPAIR SQUAD 3241	1,380.80
149721	6/12	ROSS & WHITE COMPANY	520-09-50201-235-000 520-09-50201-235-000 520-09-50201-235-000 520-09-50201-235-000	MOS-35.163 DOD-008035 MOS-86.815 SPR-1/8MEG0010 ..... CHECK TOTAL	712.00 557.77 280.00 112.00 1,661.77
149722	6/12	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	05/15 FD PARTS/MATER	133.00
149723	6/12	BRUSKE PRODUCTS	630-09-50101-393-000	05/15 SE BROOMS/BRUS	111.60
149724	6/12	KENOSHA HOUSING AUTHORITY	217-06-51632-259-000 217-06-52602-259-000	#5817794 - 6/15 #5877779 - 5/15 ..... CHECK TOTAL	12,633.00 1,263.78 13,896.78
149725	6/12	CICCHINI ASPHALT LLC	501-09-50105-219-000	ASPHALT INSTALLATION	712.50
149726	6/12	JAMES IMAGING SYSTEMS, INC.	631-09-50101-311-000 501-09-50101-311-000 110-03-53101-311-000	06/15 STAPLES 06/15 STAPLES 06/15 STAPLES ..... CHECK TOTAL	66.58 66.58 66.58 199.74
149727	6/12	KESSINGER, NANCY	110-01-51301-311-000 110-05-55109-344-000 110-01-51306-312-000 110-01-51301-263-000 110-01-51303-263-000 110-01-51303-311-000 417-11-50802-259-000 110-00-21123-000-000	06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH 06/15 REPLENISH ..... CHECK TOTAL	79.94 29.48 29.00 16.14 12.41 7.07 6.27 3.00 183.31

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149728	6/12	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/15-TURNOUT GEAR	91.00
149729	6/12	CUMMINS NPOWER, LLC	110-02-52203-344-000	05/15 FD PARTS/SERVI	565.60
			520-09-50201-347-000	05/15 TD PARTS/SERVI	166.83
			630-09-50101-393-000	04/15 SE PARTS/SERVI	132.82
			520-09-50201-347-000	04/15 TD #4050 PARTS	120.58
			110-02-52203-344-000	06/15 FD PARTS/SERVI	100.00
			630-09-50101-393-000	05/15 SE #2388 PARTS	37.20
			520-09-50201-347-000	04/15 TD CREDIT	561.00CR
				..... CHECK TOTAL	562.03
149730	6/12	WASTE MANAGEMENT OF WI	110-03-53117-253-416	05/15 1162.83 TONS	28,989.35
			110-03-53117-253-416	05/15 WDNR TONNAGE	15,116.79
			110-03-53117-253-417	05/15 80.01 TONS	1,994.65
			110-03-53117-253-416	05/15 FUEL SURCHARGE	1,714.67
			110-03-53117-253-417	05/15 9 CMPT PULLS	1,611.09
			110-03-53117-253-417	05/15 WDNR TONNAGE	1,040.13
			110-03-53117-253-417	05/15 COMPACTOR RNT	757.95
			110-03-53117-253-416	05/15 ENVIRO SURCHG	282.00
			110-03-53117-253-417	05/15 FUEL SURCHARGE	214.04
			110-03-53117-253-000	05/15 ENVIRO SURCHG	54.00
				..... CHECK TOTAL	51,774.67
149731	6/12	VERIZON WIRELESS	110-03-53103-226-000	05/15 CELL SERV/AIRT	1,324.06
			501-09-50103-226-000	05/15 DATA PLAN	200.05
			110-02-52101-226-000	05/15 CELL SERVICE	185.44
			501-09-50105-226-000	05/15 DATA PLAN	120.03
			110-02-52201-226-000	05/15 CELL SERVICE	119.26
			110-01-50301-226-000	05/15 CELL SERVICE	116.82
			110-01-51301-226-000	05/15 CELL SERVICE	115.46
			631-09-50101-226-000	05/15 CELL SERV AIRT	115.46
			631-09-50101-226-000	05/15 DATA PLAN	80.02
			501-09-50106-226-000	05/15 DATA PLAN	80.02
			110-01-51201-226-000	05/15 CELL SERVICE	62.72
			110-01-50901-226-000	05/15 CELL SERVICE	60.85
			110-05-55101-226-000	05/15 CELL SERV AIRT	60.72
			110-02-52103-226-000	05/15 CELL SERVICE	58.73
			520-09-50301-226-000	05/15 CELL SERVICE	58.41
			110-01-51601-226-000	05/15 CELL SERVICE	58.41
			110-01-51101-226-000	05/15 CELL SERVICE	58.41
			501-09-50103-226-000	05/15 CELL SERV AIRT	57.78
			501-09-50101-226-000	05/15 CELL SERV AIRT	57.74
			521-09-50101-226-000	05/15 CELL SERVICE	57.73
			110-01-51303-226-000	05/15 CELL SERVICE	57.73
			110-01-51102-226-000	05/15 CELL SERVICE	57.73
			110-00-15202-000-000	05/15 CELL SERVICE	57.73
			110-05-55101-226-000	05/15 CELL SERV AIRT	57.73
			110-03-53116-226-000	05/15 CELL SERV AIRT	57.73
			110-01-51801-226-000	05/15 CELL SERV AIRT	57.73

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52102-226-000	05/15 CELL SERVICE	52.38
			110-03-53110-226-000	05/15 DATA PLAN	40.01
			110-03-53107-226-000	05/15 DATA PLAN	40.01
			206-02-52205-226-000	05/15 DATA PLAN 5GB	36.03
			205-03-53118-226-000	05/15 CELL SERV AIR	35.02
			632-09-50101-226-000	05/15 CELL SERV AIRT	34.98
			420-11-51210-589-846	3/19-4/18 KEP LINE	32.40
			110-02-52103-226-000	05/15 CELL AIR CHGS	19.64
			497-11-50102-219-846	3/19-4/18 KEP LINE	7.12
				..... CHECK TOTAL	3,692.09
149732	6/12	ARTHUR J GALLAGHER & CO, INS	632-09-50101-272-000	15 UNDERGRND TANK	5,439.00
149733	6/12	ADVANCED DISPOSAL	205-03-53118-253-000	4/15 BACK HAULS	7,570.35
			205-03-53118-253-000	5/15 396.77 TONS	6,963.42
			205-00-46397-000-000	4/15 REBATE	6,317.38CR
				..... CHECK TOTAL	8,216.39
149734	6/12	MALSACK, J	110-09-56501-259-570	6/15 6821 156 AV-GRS	1,002.25
			110-09-56501-259-570	6/15 4109 47 AV-GRS	616.98
			110-09-56501-259-570	6/15 6629 24 AV-GRS	477.74
			110-09-56501-259-570	5/15 1740 BIRCH-GRS	397.86
			110-09-56501-259-570	5/15 1712 55 ST-GRS	252.44
			110-09-56501-259-570	5/15 4622 10 AV-GRS	247.72
			110-09-56501-259-570	6/15 6623 24 AV-GRS	236.17
			110-09-56501-259-570	6/15 934 43 ST-GRAS	215.88
			110-09-56501-259-570	6/15 3419 77 ST-GRS	214.32
			110-09-56501-259-570	6/15 6415 28 AV-GRS	211.09
			110-09-56501-259-570	5/15 4605 38 AV-GRS	205.96
			110-09-56501-259-570	6/15 3503 63 ST-GRS	151.39
			110-09-56501-259-570	6/15 5411 23 AV-GRS	143.64
			110-09-56501-259-570	6/15 1830 75 ST-GRS	141.82
			110-09-56501-259-570	6/15 4914 33 AV-GRS	132.16
			110-09-56501-259-570	6/15 2018 45 ST-GRS	125.87
			110-09-56501-259-570	6/15 5710 22 AV-GRS	123.84
			110-09-56501-259-570	5/15 912 47 ST-GRAS	120.95
			110-09-56501-259-570	6/15 5132 21 AV-GRS	93.21
			110-09-56501-259-570	6/15 4605 8 AV-GRAS	89.68
			110-09-56501-259-570	5/15 2909 23 AV-GRS	88.36
			110-09-56501-259-570	5/15 3128 ROOS-GRAS	78.24
			110-09-56501-259-570	6/15 6526 5 AV-GRAS	76.71
			110-09-56501-259-570	5/15 5402 25 AV-GRS	57.80
			110-09-56501-259-570	6/15 6906 16 AV-GRS	55.71
			110-09-56501-259-570	5/15 4814 SHER-GRAS	17.10
				..... CHECK TOTAL	5,574.89

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149735	6/12	JENSEN TOWING	110-02-52103-219-000	05/15-#15-073665 TOW	45.00
149736	6/12	KIEFT BROTHERS INC.	501-09-50105-359-000	12IN CONC X 12IN	325.50
149737	6/12	PELION BENEFITS, INC.	110-00-21517-000-000	06/1-15/15 DEDUCTS	6,388.42
149738	6/12	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	06/12/15 CITY HRLY 06/12/15 WATER HRLY ..... CHECK TOTAL	1,162.38 439.62 1,602.00
149739	6/12	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000	06/15/15 CITY SAL 06/15/15 WATER SAL 06/15/15 LIBRARY SAL ..... CHECK TOTAL	26,577.63 3,240.25 1,175.00 30,992.88
149740	6/12	FASTENAL COMPANY	110-03-53109-375-000	05/15 ST TOOLS/MATER	47.41
149741	6/12	CARQUEST AUTO PARTS	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50106-341-000 630-09-50101-393-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	05/15 TD PARTS/MATER 05/15 TD PARTS/MATER 05/15 TD PARTS/MATER 05/15 TD PARTS/MATER 05/15 SE #2922 PARTS 05/15 TD PARTS/MATER 05/15 TD CREDIT PART 05/15 TD CREDIT PART ..... CHECK TOTAL	407.47 376.98 201.82 185.35 120.10 100.99 37.20 15.70 14.24 12.42 3.13 20.00CR 20.00CR 1,435.40
149742	6/12	APEX PRINT TECHNOLOGIES	110-01-51201-311-000 110-01-51201-311-000	3/15 PRINT TAX BILLS 05/15 INSERTING CHGS ..... CHECK TOTAL	6,540.28 2,352.35CR 4,187.93
149743	6/12	CDW-G	110-02-52103-311-000	HP BLACK TONER	2,303.40
149744	6/12	WRIGHT EXPRESS FSC	110-03-53109-341-000 110-03-53103-341-000	05/15 CNG 05/15 CNG ..... CHECK TOTAL	46.58 11.65 58.23

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149745	6/12	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	05/15-BUS PARTS	40.98
149746	6/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	06/15/15 DEDUCTION	743.00
			110-00-21581-000-000	06/15/15 DEDUCTION	400.00
			110-00-21581-000-000	06/12/15 DEDUCTION	104.00
			110-00-21581-000-000	06/12/15 DEDUCTION	87.00
			110-00-21581-000-000	06/12/15 DEDUCTION	45.00
				..... CHECK TOTAL	1,379.00
149747	6/12	CENTRAL SAW AND MOWER	110-05-55102-369-000	TRIMMER	1,286.80
			110-05-55102-369-000	BLOWER	467.84
				..... CHECK TOTAL	1,754.64
149748	6/12	GLEASON REDI-MIX	501-09-50105-355-000	05/15-CONCRETE MATER	600.00
			501-09-50105-355-000	05/15-CONCRETE MATER	400.00
			501-09-50105-355-000	05/15-CONCRETE MATER	400.00
			501-09-50105-355-000	05/15-CONCRETE MATER	290.00
			501-09-50105-355-000	05/15-CONCRETE MATER	270.00
				..... CHECK TOTAL	1,960.00
149749	6/12	LOGISTICS PLUS	205-03-53118-219-000	05/15-TIRE RECYCLING	1,300.00
			205-03-53118-219-000	05/15-TIRE RECYCLING	1,300.00
				..... CHECK TOTAL	2,600.00
149750	6/12	MILWAUKEE CO CORRECTIONS	110-01-51201-311-000	05/15 PRINTING SERVI	250.00
149751	6/12	MENARDS (KENOSHA)	110-03-53107-389-000	05/15-ST MERCHANDISE	58.79
			501-09-50105-344-000	05/15-ST MERCHANDISE	11.38
				..... CHECK TOTAL	70.17
149752	6/12	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	2/17-5/11/15 W/C	3,988.32
149753	6/12	WIS SCTF	110-00-21581-000-000	06/15/15 SAL DEDUCT	10,687.68
149754	6/12	WIS SCTF	110-00-21581-000-000	06/12/15 HRLY DEDCT	1,510.96
149755	6/12	WIS SCTF	110-00-21581-000-000	6/15/15 ANNL R & D	65.00
149756	6/12	PREVOST CAR (US) INC	520-09-50201-347-000	05/15-BUS PARTS	155.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149757	6/12	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	05/15 SE RADIATOR RE	1,135.00
149758	6/12	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	06/15/15 DEDUCTION	375.00
149759	6/12	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 524-05-50101-219-000 521-09-50101-219-000	06/15 TRANSIT-ROADRU 06/15 AIRPORT-ROADRU 06/15 GOLF CRSE MONT 06/15 CABLE CONTRACT ..... CHECK TOTAL	139.95 139.95 34.50 14.12 328.52
149760	6/12	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000	05/15 SE UNIFORM/GLO 05/15 TD UNIFORM/GLO 05/15 FD UNIFORM/GLO ..... CHECK TOTAL	564.77 358.54 216.28 1,139.59
149761	6/12	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	05/15 FD MEDICAL SUP	18.44
149762	6/12	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000	05/18-BUS PARTS 05/15-BUS PARTS ..... CHECK TOTAL	2,614.76 1,653.40 4,268.16
149763	6/12	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000 110-03-53103-223-000	SPRINGBROOK WATER 80TH ST WATER ..... CHECK TOTAL	104.99 65.77 170.76
149764	6/12	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	05/15 FD #3 CONSUMAB 05/15 FD #4 CONSUMAB ..... CHECK TOTAL	142.50 93.30 235.80
149765	6/12	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	05/15-FD#7 PLYMOVENT	154.95
149766	6/12	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	06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE ..... CHECK TOTAL	1,971.70 28.59CR 98.56CR 98.60CR 122.25CR 227.00CR 1,396.70
149767	6/12	PIRO, RALPH	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	06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE 06/01-15/15 SERVICE ..... CHECK TOTAL	934.78 13.56CR 25.00CR 31.50CR 57.96CR 78.00CR 728.76

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149768	6/12	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	05/15-TD COACH PARTS	344.63
149769	6/12	AIRGAS NORTH CENTRAL	206-02-52205-389-000 521-09-50101-344-000	05/15 FD #5 INDUSTRI 04/15 AR INDUSTRIAL	66.09 20.20
				..... CHECK TOTAL	86.29
149770	6/12	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52106-367-000 110-02-52106-367-000 110-02-52103-367-000 110-02-52103-367-000 520-09-50101-367-000 110-02-52103-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000	05/15 FD UNIFORMS 04/15 UNIFORMS 05/15 POLICE UNIFORM 05/15 TD UNIFORM ITE 04/15 POLICE UNIFORM 03/15 TD UNIFORM ITE 04/15 UNIFORMS 04/15 UNIFORMS 05/15 TD UNIFORM ITE 05/15 UNIFORMS 04/15 UNIFORMS 04/15 UNIFORMS 04/15 UNIFORMS	715.00 572.00 305.70 245.80 238.40 221.76 143.90 117.90 114.80 103.88 96.95 80.30 80.30 65.06 41.70 41.70 41.70 41.70
				..... CHECK TOTAL	3,268.55
149771	6/12	BALL HORTICULTURE CO	110-05-55103-353-000 110-05-55103-353-000	03/15 FLOWERS, PLANTS 03/15 FLOWERS, PLANTS	270.92 59.81
				..... CHECK TOTAL	330.73
149772	6/12	IHC - KENOSHA RADIOLOGY LLC	110-00-15202-000-000 110-00-15202-000-000	4/4/15 W/C 4/4/15 W/C	52.00 46.80
				..... CHECK TOTAL	98.80
149773	6/12	KENOSHA EMERGENCY PHYSICIANS	110-00-15202-000-000	4/4/15 W/C	303.30
149774	6/12	UNITED OCC MEDICINE	110-09-56405-161-000 110-00-15202-000-000 110-09-56405-161-000 110-00-15202-000-000 110-00-15202-000-000	1/21/15 W/C 4/7/15 W/C 3/18/15 W/C 4/23/15 W/C 4/14/15 W/C	259.20 259.20 167.40 167.40 167.40
				..... CHECK TOTAL	1,020.60

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
149775	6/12	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	5/4/15 W/C	330.60
149776	6/12	JOINTS IN MOTION MEDICAL LLC	110-09-56405-161-000	3/26/15 W/C	2,394.00
			110-09-56405-161-000	3/26/15 W/C	1,529.50
				..... CHECK TOTAL	3,923.50
149777	6/12	UHS PHYSICIAN CLINIC	110-09-56405-161-000	5/12/15 W/C	126.92
149778	6/12	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	4/16/15 W/C	164.50
149779	6/12	GREAT LAKES FOOT & ANKLE CTR	110-09-56405-161-000	2/9/15 W/C	696.80
			110-09-56405-161-000	4/15/15 W/C	238.13
				..... CHECK TOTAL	934.93
149780	6/12	KELLY, JILL LLC	110-09-56405-161-000	5/6-6/2/15 W/C	366.63
149781	6/12	KENOSHA OCC MED/URGENT CARE	110-09-56405-161-000	4/9/15 W/C	245.70
149782	6/12	KOHN LAW FIRM S.C.	110-00-21581-000-000	06/12/15 DEDUCTION	22.69
149783	6/12	RIZZO & DIERSEN, SC	110-00-21581-000-000	06/15/15 DEDUCTION	392.25
149784	6/12	HAMM, THOMAS R.	110-02-52103-341-000	5/21/15 WAUSAU	35.00
149785	6/12	NELSON, DIRK	110-00-11211-000-000	2015 POOLS START UP	400.00
149786	6/12	HAMILTON, WILLIE	110-02-52103-263-000	6/1/15 WINNEBAGO	12.00
			110-02-52103-263-000	5/27/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
149787	6/12	MORETTI, PEP	110-02-52103-263-000	6/1/15 WINNEBAGO	12.00
149788	6/12	PIE, BRANDIE	110-02-52103-263-000	5/28/15 WINNEBAGO	12.00
149789	6/12	BERGHUIS, JACOB L	110-02-52103-263-000	5/30/15 WINNEBAGO	12.00
149790	6/12	SORENSEN, DANIEL	110-02-52103-263-000	5/28/15 WINNEBAGO	12.00
			110-02-52103-263-000	5/27/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00

GRAND TOTAL FOR PERIOD \*\*\*\*\* 2,666,050.01

Shelly Billingsley, P.E.  
Acting Director  
sbillingsley@kenosha.org

625 52<sup>nd</sup> Street, Room 305  
Kenosha, WI 53140



Cathy Austin, P.E.  
Assistant City Engineer  
caustin@kenosha.org

T: 262.653.4050  
F: 262.653.4056

June 25, 2015

To: Patrick Juliana, Chairman, Stormwater Utility Committee  
Scott Gordon, Chairman, Parks Commission  
Eric Haugaard, Chairman, Public Works Committee  
Daniel Prozanski Jr, Chairman, Finance Committee

From:

Shelly Billingsley, P.E.   
Deputy Director of Public Works / City Engineer

CC: Steve Bostrom, District 12

Subject: ***Change Order for Project 14-1141 Southport Park Shoreline Repair Phase I***

**BACKGROUND INFORMATION**

Staff and the Contractor are requesting the extension of the Southport Park Shoreline Repair Phase I to be extended to August 7, 2015 due to unforeseen conditions of low level contaminated soil. Staff is also requesting a change order to reduce the contract with McMullen & Pitz Construction by \$55,000 to cover the costs of disposing of the material at Republic Service Kestral Hawk Landfill which the City will contract with separately. The \$55,000 will then be applied to cover the invoices to the City from Republic Service Kestral Hawk.

**RECOMMENDATION**

Approve the Change Order extending the contract deadline to August 7, 2015 and reduce the contract by \$55,000 from \$1,297,800 to \$1,242,800.

**THE CITY OF KENOSHA**

**CHANGE ORDER**

Project Name: Southport Park Shoreline Repair Phase I  
Project Number: 14-1141  
C.I.P. Line Item: PK-15-002 & SW-15-004  
Purchase Order #: 150510  
Contractor: McMullen & Pitz Construction  
Park Commission: 6/29/15  
Public Works Committee Action: 7/6/15  
Finance Committee: 7/6/15  
Date of Common Council Action: 7/6/15

City and contractor agree that the above contract is amended by reducing the amount of the contract by **\$55,000** from **\$1,297,800** to **\$1,242,800**. This amendment is needed to dispose of low level contaminated soil at Republic Services Kestral Hawk.  
City and contractor agree that the above contract is amended to specify that contract completion deadline will be no later than **August 7, 2015**. The extension is needed due to winter weather and DNR permitting delays.

This change order is approved by:

**CONTRACTOR**

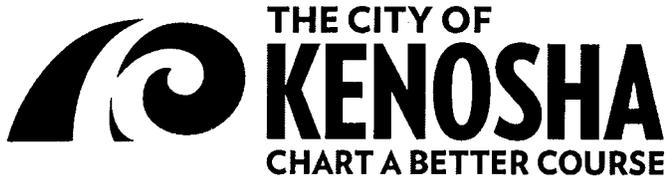
  
\_\_\_\_\_  
Ted Sennejohn - Project Manager

**DATE**

6-24-15

**CITY OF KENOSHA, MAYOR**

\_\_\_\_\_  
**DATE**



Shelly Billingsley, P.E.  
Acting Director of Public Works  
City Engineer

June 22, 2015

To: Eric Haugaard, Chairman, Public Works Committee  
Scott N. Gordon, Chairman, Park Commission

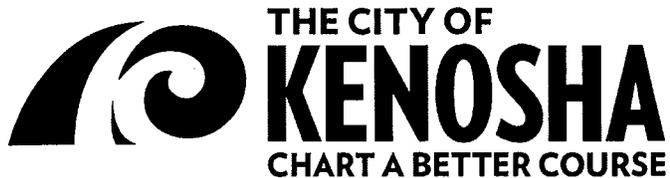
From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Acting Director of Public Works/City Engineer

Subject: Acceptance of Project 12-1422 Poerio Park Trail Development Construction  
Location: 1401 16<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by NuGen Johnson, LLC, Sussex, Wisconsin. This project consists of installation of both composite boardwalk structure and composite bridge spans (Alternate 1 replaces treated lumber with extruded plastic decking) and restoration.

It is recommended that the project be accepted in the final amount of \$86,3651.60. Original contract amount was \$69,410.00 plus \$14,901.60 for Alternate 1 for a total of \$84,311.60 plus \$10,688.40.00 for contingency for a total of \$95,000.00. Funding was from CIP Line Item PK-11-001.

SAB/kjb



Shelly Billingsley, P.E.  
Acting Director of Public Works  
City Engineer

June 22, 2015

To: Eric Haugaard, Chairman, Public Works Committee  
Scott N. Gordon, Chairman, Park Commission

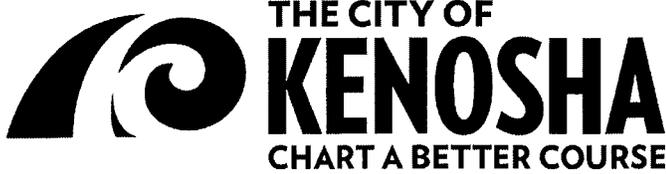
From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Acting Director of Public Works/City Engineer

Subject: Acceptance of Project 13-1419 Anderson Park Fishing Pier  
Location: 8730 22<sup>nd</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by NuGen Johnson, Sussex, Wisconsin. This project consisted of installation of two 50 foot bridges joining the island and a platform with stairs on the small island.

It is recommended that the project be accepted in the final amount of \$107,458.11. Original contract amount was \$99,832.00 plus \$9,168.00 for contingency for a total of \$109,000.00. Funding was from CIP Line Item PK-11-001.

SAB/kjb



Shelly Billingsley, P.E.  
Acting Director of Public Works  
City Engineer

July 1, 2015

To: Eric Haugaard, Chairman  
Public Works Committee

From: Shelly Billingsley, P.E.  
Acting Director of Public Works

CC: Alderman Johnson  
District Alderman

Subject: Sidewalk Requirement Exception Request  
Bridge Development  
128<sup>th</sup> Avenue and 38<sup>th</sup> Street

*Shelly Billingsley* <sup>CHA</sup> 7-1-15

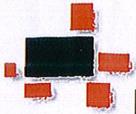
**BACKGROUND/ANALYSIS**

Section 5.05(C)(7)(b) of the General Code of Ordinances provides that sidewalks are not required within Industrial Parks over 20 acres upon application for an exception to the Common Council and approval thereof “when and for so long as not deemed necessary”.

The petitioner is requesting an exception to the sidewalk requirement in the industrial park along 38<sup>th</sup> Street from the West Frontage Road to 128<sup>th</sup> Avenue and also along the new proposed 128<sup>th</sup> Avenue from 38<sup>th</sup> Street to HWY 142 (see attached map). The property is part of the industrial park exceeding 20 Acres and currently no other sidewalk exists in the vicinity.

**RECOMMENDATION**

Approve the request for a Sidewalk Requirement Exception along 38<sup>th</sup> Street from the West Frontage Road to 128<sup>th</sup> Avenue and also along the new proposed 128<sup>th</sup> Avenue from 38<sup>th</sup> Street to HWY 142 and recommend to the Common Council that the application for exception to the sidewalk requirement be approved when and or so long as not deemed necessary in accordance with Section 5.05(C)(7)(b) of the Code of General Ordinances.



4/28/2015

Mr. Brian Wilke  
Development Coordinator  
City of Kenosha  
Department of Community Development & Inspections  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

**Re: REQUEST FOR CONSIDERATION  
Bridge Industrial Development | Kenosha, WI  
PEG Job No. 153.00-WI**

Dear Brian,

On behalf of our Client, Bridge Development Partners, Pinnacle Engineering Group (PEG) would like to officially request consideration to be granted an EXCEPTION to the requirement of Ordinance 5.05 CONSTRUCTION OF SIDEWALKS AND DRIVEWAY APPROACHES, subsection C. *Public Sidewalks Required.*

Our Client is proposing to perform roadway reconstruction and utility improvements on 38<sup>th</sup> street and 128<sup>th</sup> Avenue as a result of the Bridge Industrial Development west of I94. The reconstruction is necessary to support the infrastructure needs of the over 500 acres of proposed development. The proposed development is proposed to consist entirely of new light industrial facilities that fit into a Class M1 Zone.

Section 5.05(C) 7. *Sidewalks shall not be required, subsection b states "Within Industrial Parks of over twenty (20) acres upon application for an exception to the Common Council and approval thereof, when and for so long as not deemed necessary."*

The development is significantly larger than the specified twenty (20) acre threshold to be considered for this EXCEPTION.

In addition to the size of the campus, the current adjacent roadways (HWY 142, West Frontage Rd., 38<sup>th</sup> Street, proposed 128<sup>th</sup> Avenue) do not include a sidewalk network; therefore, any type of sidewalk adjacent to this development would not connect to an establish network of City sidewalks. The right-of-way that surrounds the perimeter of the campus also contains wetlands as well as existing drainage swales that will need to be maintained to preserve the current drainage patterns of the area. The construction of sidewalks and/or a shared use path will impact these features.

This appeal is not a request for deferral. It is believed that the site meets EXCEPTION criterion associated with large industrial parks and is believed that sidewalks would NOT benefit "public safety and welfare." It is also important to reference that the Bridge Development project is installing bike lanes on all perimeter roadways.

It is our understanding that this Request must be presented to, and approved by, the Board of Public Works and Common Council. We respectfully request that this request be presented to these City representatives.

If you have any questions about the information presented within, please do not hesitate to contact us. We would be pleased to discuss any items contained within this document.

Sincerely,



A handwritten signature in blue ink, appearing to read "CJ Palmer".

Christopher J Palmer, P.E. (IL)  
Senior Project Manager

cc: Mark Houser, Bridge Development Partners



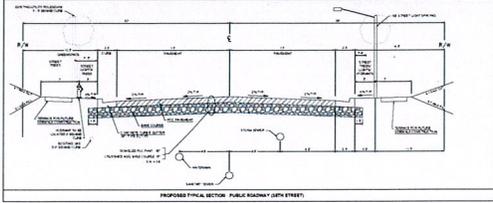
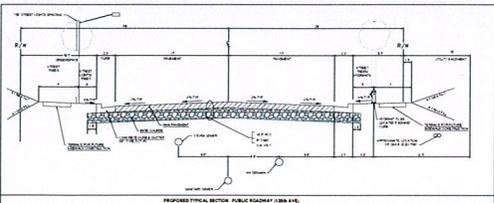
CONCEPT SITE  
DEVELOPMENT  
(BY OTHERS)

142

BURLINGTON ROAD



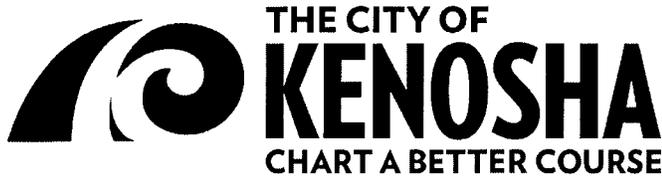
COUNTY  
N



REQUESTED  
SIDEWALK  
EXEMPTION



GRAPHICAL SCALE (FEET)  
0 1" = 200' 400'



Shelly Billingsley, P.E.  
Acting Director of Public Works  
City Engineer

July 1, 2015

To: Eric Haugaard, Chairman  
Public Works Committee

From: Shelly Billingsley, P.E.  
Acting Director of Public Works

*Shelly Billingsley*  
CWA  
7-1-15

CC: Alderman Johnson  
District Alderman

Subject: Sidewalk Requirement Exception Request  
Uline Kenosha Campus  
128<sup>th</sup> Avenue and 38<sup>th</sup> Street

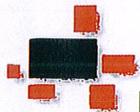
**BACKGROUND/ANALYSIS**

Section 5.05(C)(7)(b) of the General Code of Ordinances provides that sidewalks are not required within Industrial Parks over 20 acres upon application for an exception to the Common Council and approval thereof “when and for so long as not deemed necessary”.

The petitioner is requesting an exception to the sidewalk requirement in the industrial park along the north side of 38<sup>th</sup> Street between the West Frontage Road and 128<sup>th</sup> Avenue, along the east side of the new proposed 128<sup>th</sup> Avenue from 38<sup>th</sup> Street to HWY 142, along the south side of HWY 142 from the new proposed 128<sup>th</sup> Avenue to the West Frontage Road, and also along the West Frontage Road from HWY 142 to 38<sup>th</sup> Street (see attached map). The property is part of the industrial park exceeding 20 Acres and currently no other sidewalk exists in the vicinity.

**RECOMMENDATION**

Approve the request for a Sidewalk Requirement Exception along the north side of 38<sup>th</sup> Street between the West Frontage Road and 128<sup>th</sup> Avenue, along the east side of the new proposed 128<sup>th</sup> Avenue from 38<sup>th</sup> Street to HWY 142, along the south side of HWY 142 from the new proposed 128<sup>th</sup> Avenue to the West Frontage Road, and also along the West Frontage Road from HWY 142 to 38<sup>th</sup> Street and recommend to the Common Council that the application for exception to the sidewalk requirement be approved when and or so long as not deemed necessary in accordance with Section 5.05(C)(7)(b) of the Code of General Ordinances.



4/28/2015

Mr. Brian Wilke  
Development Coordinator  
City of Kenosha  
Department of Community Development & Inspections  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

**Re: REQUEST FOR CONSIDERATION  
Uline Kenosha Campus | Kenosha, WI  
PEG Job No. 119.40-WI**

Dear Brian,

On behalf of our Client, Uline Incorporated, Pinnacle Engineering Group (PEG) would like to officially request consideration to be granted an EXCEPTION to the requirement of Ordinance 5.05 CONSTRUCTION OF SIDEWALKS AND DRIVEWAY APPROACHES, subsection C. *Public Sidewalks Required.*

Our Client has purchased or is in the process of securing approximately 235 acres of the Bridge Industrial Development west of I94. This project will be the establishment of a Kenosha Campus for Uline and may include several new facilities. The campus is bounded by HWY 142 to the north, the West Frontage Road to the east, 38<sup>th</sup> Street to the south, and proposed 128<sup>th</sup> Avenue to the west. The subject parcel/development is contained within Kenosha County PIN Numbers: 08-221-25-102-020 | 08-221-25-102-040 | 08-221-25-101-101 | 08-221-25-102-102 | 08-221-24-403-030 | 45-4-221-251-0410 | 45-4-221-251-0315 | 45-4-221-251-0310 | 45-4-221-251-0305 | 45-4-221-244-0460 | 45-4-221-244-0201 |. (Note: The last 6 parcels are in the process of being annexed into the City and are being proposed to be rezoned as M1)

Section 5.05(C) 7. *Sidewalks shall not be required, subsection b states "Within Industrial Parks of over twenty (20) acres upon application for an exception to the Common Council and approval thereof, when and for so long as not deemed necessary."*

The campus is significantly larger than the specified twenty (20) acre threshold to be considered for this EXCEPTION.

In addition to the size of the campus, the current adjacent roadways (HWY 142, West Frontage Rd., 38<sup>th</sup> Street, proposed 128<sup>th</sup> Avenue) do not include a sidewalk network; therefore, any type of sidewalk adjacent to this development would not connect to an establish network of City sidewalks. The right-of-way that surrounds the perimeter of the campus also contains wetlands as well as existing drainage swales that will need to be maintained to preserve the current drainage patterns of the area. The construction of sidewalks and/or a shared use path will impact these features.

Additionally, our client has security concerns with constructing a perimeter sidewalk and/or shared use path given the size of the campus and proximity to the interstate. The proximity adjacent to the secure facility could promote foot traffic not associated with the development in areas not beneficial to "public safety and welfare" causing a safety and security issue for tenants and their employees.

This appeal is not a request for deferral. It is believed that the site meets EXCEPTION criterion associated with large industrial parks and is believed that sidewalks would NOT benefit "public safety and welfare." It is also important to reference that the Bridge Development project is installing bike lanes on all perimeter roadways.

It is our understanding that this Request must be presented to, and approved by, the Board of Public Works and Common Council. We respectfully request that this request be presented to these City representatives.

If you have any questions about the information presented within, please do not hesitate to contact us. We would be pleased to discuss any items contained within this document.

Sincerely,



PINNACLE ENGINEERING GROUP

Christopher J Palmer, P.E. (IL)  
Senior Project Manager

cc: Brad Folkert, Uline Incorporated  
Mark Houser, Bridge Development Group



CONCEPT SITE DEVELOPMENT

142

BURLINGTON ROAD

I-94

COUNTY N

REQUESTED  
SIDEWALK  
EXEMPTION



GRAPHICAL SCALE (FEET)  
0 1" = 200' 400'

Project: 1013131000\WORK\CONCEPT\011612\05-21 SIDEWALK EXEMPT.dwg, Date: 6/29/2012 11:13:24 AM