

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, August 2, 2010
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held July 19, 2010.

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. Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcel #80-4-222-243-0730, located at 3408 30th Street, in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, District #5. (Hayes Family Revocable Trust) (Also Refer to City Plan Commission)
- A.2. Temporary Limited Easement between the City of Kenosha and CJVLJV, LLC for property at 6300 120th Avenue, District #17. (West Frontage Road Project)

TO THE LICENSING/PERMIT COMMITTEE

- A.3. Proposed Ordinance by Alderperson Steve Bostrom – To Repeal and Recreate Subsection 10.04 C.2. of the Code of General Ordinances Regarding Restrictions.

TO THE CITY PLAN COMMISSION

- A.4. Proposed Ordinance by Alderperson G. John Ruffalo, Alderperson Theodore Ruffalo, Alderperson David Bogdala and Alderperson Anthony Nudo – To Repeal and Recreate Section 2.02 A.4. Of the Zoning Ordinances Regarding the Granting of Temporary Uses.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- _____ Operator's (Bartenders) license(s).
 - _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - _____ Special Class "B" Beer and/or Special "Class B" Wine license(s).
 - _____ Taxi Driver License(s).
- B.2. Communication Regarding Beer/Liquor Licenses Declared Null and Void for Failure to Renew. Go to backup
- B.3. Sign Appeal: Request for relief to install an L.E.D. upgrade on an existing nonconforming sign located at 3012 Washington Road (B-2 / Commercial Business) Go to backup
- B.4. Request for a Distance and Density Exception for a 6-bed Community Based Residential Facility to be located at 6225-91st Avenue. (17th District) (Crabtree) (CP-Ayes 8: Noes 1) (**DENIED** July 19, 2010 Ayes 11: Noes 5, Public Hearing held) (**NOTE: to reconsider, a motion by a member who voted in the prevailing side must pass**) Go to backup

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve application of S&V Partnership, LLP, Himmat S. Gill, Agent, for a new "Class A" Liquor License located at 2830-75th Street (American Plaza Liquor). (Ayes 3: Noes 2) **HEARING** Go to backup
- C.2. Approve application of Dilip V. Prajapati, for a new "Class A" Liquor License located at 6525-26th Ave (One Stop Grocery). (Ayes 3: Noes 2) **HEARING** Go to backup
- C.3. Approve the Following applications for new Operator's (Bartender) licenses, subject to:
- 25 demerit points:
- John McCarten Go to backup
- 50 demerit points:
- Helena Zbilut Go to backup
 - Amanda Stopa Go to backup
- (Ayes 4: Noes 0) **HEARING**
- C.4. **DENY** application of Allen Portzen for a new Operator's (Bartender) license **based on material police record**. (Ayes 4: Noes 0) **HEARING** Go to backup

- C.5. Approve application of Chance Bringman for new Operator's (Bartender) license, subject to 75 demerit points. (Ayes 3: Noes 1) **HEARING**
Go to backup
- C.6. Approve application of Kelley Eccarius for a new Taxi Driver's license, subject to 40 demerit points. (Ayes 4: Noes 0) **HEARING** **Go to backup**
- C.7. DENY application of Terrence O'Bannon for a new Taxi Driver's license based on ***material police record and false application***. (Ayes 4: Noes 0) **HEARING** **Go to backup**
- C.8. Approve application of Kavalauskas, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 2325-52nd Street, (*Spanky's Bar & Grill*) and approve request to change the closing hours to midnight. (7th District) (Ayes 4: Noes 0) **HEARING** **Go to backup**
- C.9. Approve application of Traci Peterson, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 2425 60th Street (Hatrix) and approve request to change the closing hours to midnight, subject to see-through fence above 4 feet. (7th District) (Ayes 4: Noes 0) **HEARING**
Go to backup
- C.10. Approve application of Jean Campagna, for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3001 - 60th Street (Shooters) for August 21, 2010 and approve request to change the closing hours to midnight. (11th District) **HEARING** **Go to backup**
- C.11. Approve application of Loyal Order of Moose Kenosha Lodge to change the closing hours to midnight for the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3003 - 30th Avenue (*Moose Club*) to midnight. (5th District) (Ayes 4: Noes 0) **HEARING** **Go to backup**
- C.12. Approve application of Robert Verlen, for an Outdoor Area Amplified Music Only License located at 4708 - 22nd Avenue (Flints Inn) August 14th, 2010. (Ayes 4: Noes 0) **HEARING** **Go to backup**

D. ORDINANCES 1st READING

- D.1. By Public Works Committee- To Create Subsection 1.05 Q. (*of the Code of General Ordinances*), Entitled "Aldermanic Notice". (Fin.-Recommendation Pending; PW-Ayes 5: Noes 0; PSW-Ayes 5: Noes 0; LP-Recommendation Pending) **Go to backup**
- D.2. By Public Works Committee - To Create Subsection 1.06 Y. (*of the Code of General Ordinances*), Entitled "Aldermanic Notice". (Fin.-recommendation Pending; PW-Ayes 5: Noes 0; PSW-Ayes 5: Noes 0; LP-Recommendation Pending) **Go to backup**

- D.3. By Alderperson Jesse Downing – To Repeal and Recreate Subsection 10.075 D.3. (*of the Code of General Ordinances*) Regarding Fencing For Outdoor Areas. (PW-Ayes 4: Noes 0) Go to backup
- D.4. By Alderperson Anthony Nudo - To Create Subsection 7.126 B. 6. (*of the Code of General Ordinances*) Entitled “Owner” and to Repeal and Recreate Subsection 7.126 C. (*of the Code of General Ordinances*), Regarding “Prohibition”. (PSW-Ayes 5: Noes 0) Go to backup
- D.5. By Alderperson Steve Bostrom - To Create Section 13.011 (*of the Code of General Ordinances*) of the City of Kenosha, Wisconsin, Entitled “Recycling Center Activity License” (PSW-Ayes 5: Noes 0) Go to backup
- D.6. By Alderperson Rocco LaMacchia, Sr. - To Repeal and Create Section 4.05 (*of the Code of General Ordinances*) and to Rename Section 4.05 Smoking Prohibited, Adopting Statewide Smoking Prohibition. (PSW-Ayes 5: Noes 0) Go to backup
- D.7. By the Mayor - Attachment and Zoning District Classification Ordinance (*Under Section 66.0307 Wisconsin Statutes, City of Kenosha/Town of Somers Approved Cooperative Plan*) #80-4-222-243-0730 located at 3408 30th Street, Town of Somers. (Hayes Family Revocable Trust-Property Owners) Go to backup

E. ZONING ORDINANCES 1st READING

- E.1. By Alderperson Steve Bostrom – To Repeal and Recreate Subparagraphs 4.06 B.9.f., g., and h. and the Definition of Recycling Collection Center in Section 12. (CP-Ayes 8: Noes 0) Go to backup
- E.2. By the Mayor - To Create Subsection 18.02 of the Zoning Ordinance to Amend the Comprehensive Plan to Remove a portion of a future right of way from the Official Map. (5th District) (C.P.-Ayes 7: Noes 0: Abstain 1) Go to backup

F. ORDINANCES 2nd READING

- F.1. By Committee on Public Safety and Welfare – To Provide Yield Control for 18th Place and 16th Avenue (*To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include East/West Yield Signs on 18th Place Before Entering its Intersection with 16th Avenue*) (1st District) (Ayes 5: Noes 0) **PUBLIC HEARING** Go to backup

- F.2. By Committee on Public Safety and Welfare – To Change Intersection Yield Control from E/W to N/S for 53rd Street and 35th Avenue (*To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include North/South Yield Signs on 35th Avenue Before Entering its Intersection with 53rd Street*). (11th District) (Ayes 5: Noes 0) **PUBLIC HEARING** Go to backup
- F.3. By Committee on Public Safety and Welfare – To Change Yield to Stop Control for 111th Avenue at 61st Street (*To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" by Rescinding the Yield Sign on 61st Street at its Intersection with 111th Avenue and to Amend Section 7.12 B of the Code of General Ordinances Entitled "Stop Streets" to Include a Four Way Stop at the Intersection of 111th Avenue and 61st Street.*) (17th District) (Ayes 5: Noes 0) **PUBLIC HEARING** Go to backup
- F.4. By Alderperson Jan Michalski – To Renumber Section 4.07 (*of the Code of General Ordinances*), Entitled "Penalties" as Section 4.08; and, to Create Section 4.07 (*of the Code of General Ordinances*), Entitled: "Artificial Light and Glare". (PSW-DENY-Ayes 4: Noes 0) **PUBLIC HEARING** Go to backup
- F.5. By the Mayor – Attachment and Temporary Zoning District Classification Ordinance – 9525 60th Street (Under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan, Parcel 80-4-122-0501-0160) (Wright/Schmidt) (Deferred July 19, 2010 – Public Hearing Held) Go to backup

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By Committee on Finance – To Levy Special Assessments for Trash and Debris Removal Upon Various Parcels Located Within the City of Kenosha in the Total Amount of \$5,736.90 per List on File in the Office of the City Clerk. (Fin.-Recommendation Pending) **HEARING** Go to backup

- H.2. By Alderperson Ray Misner and Alderperson Jesse Downing – To Provide a Contribution for Attorney Fees Incurred by Richard Meeker (*Request of Richard F. Meeker for reimbursement of legal fees incurred in prosecuting an employment claim against the City*) (Fin.-DENY the request-Ayes 3: Noes 2) **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §§ 19.85(1)(c), (f), and (g) to consider the compensation or performance evaluation data, the financial, social, personal history, or disciplinary data of specific public employees; counsel for the City may be available to render oral advice with regard to litigation strategy. The Common Council may or may not reconvene into open session for purposes of holding a hearing and making a final determination.** (Deferred July 19, 2010) Go to backup
- H.3. By the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of (Parcel #80-4-122-051-0160) at 9525 60th Street in the Town of Somers, (*Kenosha County, Wisconsin, in accordance with the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, District #17*). (Wright/Schmidt) (PW-Ayes 3: Noes 2; C.P.-Ayes 8: Noes 0) (Deferred July 19, 2010) Go to backup
- H.4. By the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to rescind the designation of 21st Street from 27th Avenue to the existing terminus, west of 26th Avenue, (*pursuant to Section 62.23(6), Wisconsin Statutes*). (5th District) (CP – Ayes 6: Noes 1: Abstain 1) Go to backup
- H.5. By the Mayor – To Designate the Kenosha Public Museum as the Absentee Ballot Site for the September 14, 2010 and November 2, 2010 Elections. Go to backup

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Approve Award of Contract for Project 10-1013 CDBG Resurfacing (*69th Street - 26th Avenue to 22nd Avenue, 69th Street - 22nd Avenue to 20th Avenue, 69th Street - 16th Avenue to Railroad, 64th Street - 27th Avenue to 26th Avenue*) to Payne & Dolan, Inc., (*Kenosha, Wisconsin*), in the amount of \$500,000.00. (8th & 12th Districts) (PW-Ayes 5: Noes 0) **Go to backup**

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. First Industrial Investment II, LLC Indemnity Agreement. (Fin.- Recommendation Pending) Go to backup

- K.2. Approval of Contract by and between the City and Droprite Tree and Landscaping, LLC (*in the amount of \$60,000.00*). (Fin-Recommendation Pending; Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) Go to backup
- K.3. Approval of Contract by and between the City and Trees "R" US, INC (*in the amount of \$100,000.00*). (Fin-Recommendation Pending; Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) Go to backup
- K.4. Approval of Contract by and between the City and Paul Swartz Nursery and Garden Shop, Inc (*in the amount of \$50,000.00*). (Fin-Recommendation Pending; Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) Go to backup
- K.5. NSP Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority for property at 6105 25th Avenue. (12th District) (Fin.-Recommendation Pending) Go to backup
- K.6. Permanent Limited Easement and Temporary Construction Easement between the City of Kenosha and Kent & Angela Morton for property at 1338 20th Avenue. 1st District. (Morton) (Fin.-Recommendation Pending; PW-DENY-Ayes 5: Noes 1) Go to backup
- K.7. Approval of Contract by and Between the City and Guelig Waste Removal and Demolition, LLC to Raze Building at 5024 47th Avenue (*in the amount of \$11,820.00*) (Fin.-Recommendation Pending) Go to backup

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. KABA 2nd Quarter Loan Reports. (Fin.-Recommendation Pending) Go to backup
- L.2. Requests to Rescind Trash & Debris Removal Special Assessments:
 - a. Bobby & Anna Sexton, 1902-62nd Street (05-123-06-232-014) \$260.00
 - b. Herbert Reuteler, 1405-44th Street (11-223-30-380-005) \$350.00(Fin.-Recommendation Pending) Go to backup

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Approve Request to Extend the Conditional Use Permit for a 60-Unit Senior Apartment Complex to be Located at 3508-7th Avenue. (1st District) (Casa Del Mar) (C.P.-Ayes 8: Noes 0) Go to backup

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

Informational Items:

- P.1. Approve request for an extension for the temporary classroom located at 8560 26th Avenue, District #9. (Kenosha Unified School District/Tremper High School) (C.P.-Ayes 8: Noes 0) Go to backup
- P.2. Approve request for an extension for the temporary classroom located at 3700 Washington Road, District #5. (Kenosha Unified School District/Bradford High School) (C.P.-Ayes 8: Noes 0) Go to backup
- P.3. Approve request for an extension for the temporary classroom located at 1900 15th Street, District #1. (Kenosha Unified School District/Bose Elementary School) (C.P.-Ayes 7: Noes 1) Go to backup

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200**

July 19, 2010

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

The meeting was called to order at 7:18 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Ruffalo, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Marks, Green, Kennedy, Nudo, Bostrom, Misner, Orth, Downing and Bogdala. Excused: Prozanski

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

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

It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to approve the minutes of the meeting held June 21, 2010:

Motion carried unanimously.

Eight (8) Citizens spoke during Citizen's Comments: Dino Katris, Stace Tenuta, Bob Danbeck, Susan Anderson, Yolanda Adams, Nettie Ford, Terry Rose and Terrence O'Bannon.

MATTERS REFERRED TO THE COMMITTEES BY THE MAYOR

- a. Proposed Zoning Ordinance to Repeal and Recreate Subparagraphs 4.06 B.9. F .g., and h. and the Definition of Recycling Collection Center in Section 12.
- b. First Industrial Investment II, LLC Indemnity Agreement.

At this time, the Mayor and members of the Mayor's Youth Commission presented Mayor's Youth Commission awards.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Proposed Ordinance by Alderperson G. John Ruffolo - To Create Subsection 1.06 Y. of the Code of General Ordinances, Entitled "Aldermanic Notice". (Also referred to Public Safety & Welfare Committee, Public Works Committee, & Licensing/Permit Committee)

A.2. Proposed Ordinance by Alderperson G. John Ruffolo - To Create Subsection 1.05 Q. of the Code of General Ordinances, Entitled "Aldermanic Notice". (Also referred to Public Safety & Welfare Committee, Public Works Committee, & Licensing/Permit Committee)

TO THE PUBLIC WORKS COMMITTEE

A.3. Resolution to approve a three-lot Certified Survey Map to be located at 6419 Green Bay Road, District #17. (T Properties, LLC) (Also refer to City Plan Commission)

A.4. Proposed Ordinance by Alderperson Ray Misner - To Create Paragraph 5.11 B.5. Of the code of General Ordinances Regarding Sidewalks and Alleys to be Kept Clean by Responsible Party.

A.5. Resolution to amend the Official Map for the City of Kenosha, WI, to rescind the designation of 21st Street from 27th Avenue to the existing terminus, west of 26th Avenue, pursuant to Section 62.23(6), Wisconsin Statutes, District #5. (Also referred to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

A.6. Proposed Ordinance by Alderperson Anthony Nudo - To Create Subsection 7.126 B. 6. of the Code of General Ordinances Entitled "Owner" and to Repeal and Recreate Subsection 7.126 C. of the Code of General

- c. Martin Diaz
- d. Kris Falkenhainer
- 50 demerit points:
- e. Ryan Bella
- f. Karla Gutierrez
- g. Hector Mendoza
- h. Debbie Barnes (withdrawn)
- i. James Ryan
- j. Dawn Pasch
- k. Edgar Perez

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

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to DENY the following applications for new Operator's (Bartender) licenses based on outstanding warrant:

- a. Amber Mucklin
- b. Venesse Franceschi

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

C.5. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to refer the application of Chance Bringman for a new Operator's (Bartender) license back to the Licensing/Permit Committee.

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

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Green, to DENY the following applications for a new Operator's (Bartender) license, based on material police record & false application:

- a. Ryan Rafeldt (Licensing/Permit Committee recommended to grant, subject to 85 demerit points)
- b. Stephanie Covelli

C.6.1. It was then moved by Alderperson Kennedy, seconded by Alderperson Ohnstad to separate action on C.6.a. from C.6.b. On a voice vote, motion carried.

A hearing was held. Ryan Rafeldt was present and spoke.

C.6.2. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia, to approve applicant a. subject to 85 demerit points. On a voice vote, motion carried.

C.6.3. It was moved by Alderperson Juliana, seconded by Alderperson Green to DENY applicant b. based on material police record and false application.

On a voice vote, motion carried.

C.7. It was moved by Alderperson LaMacchia, seconded by Alderperson Green, to approve the following applications for renewal of Operator's (Bartender) licenses, subject to:

-0 demerit points:

- a. Jamie Tegel
- b. Julie Snowtala
- c. Christine Tabili

-25 demerit points:

- d. Lisa Kuhn

e. Patricia Briese

-30 demerit points:

- f. Joan Marie Eckert

-50 demerit points:

- g. Graciela Perez
- h. Amber Hessefort

-55 demerit points:

- i. Michelle Smith

applications for a new Taxi Driver's licenses based on:

-material police record

a. Gurjit Singh

b. Marks Lees

-material police and false application

c. Terrence O'Bannon

d. Austin Smith

e. Michael DeBois

A hearing was held. The applicants b. and d. were present and spoke.

C.14.1 It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to separate action on applications a. b. d. and e. from applicant c. On a voice vote, motion carried.

On a voice vote, motion to DENY applicants a. b. d. and e. carried.

C.14.2 It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to refer application c. back to the Licensing/Permit Committee.

On roll call vote, motion tied (8-8) with Alderpersons Haugaard, Kennedy, Orth, Michalski, LaMacchia, Ohnstad, Juliana and Marks voting aye. Mayor Bosman then voted aye to break the tie and motion carried.

C.15. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to DENY application of Norman T. Rosseland for a new Taxi Driver's license based on lack of information related to police record. On a voice vote, motion carried.

C.16. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to approve application of Harp & Eagle for a Cabaret License (1-year term) located at 125 - 56th Street, Unit 102, (Ashling on the Lough). (2nd District)

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

C.17. It was moved by Alderperson Downing, seconded by Alderperson Green, to approve application of BC Tavern of Kenosha, Inc., for a Cabaret License (1-year term) located at 4626 Sheridan Road, (Library Bar).

A hearing was held. Attorney Loren Keating was present and spoke on behalf of the applicant.

On roll call vote, motion failed (7-9) with Alderpersons Kennedy, Nudo, Bostrom, Orth, Downing, LaMacchia and Juliana voting aye.

C.17.1 It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad to DENY based on incompatibility with neighborhood.

On roll call vote, motion carried (10-6) with Alderpersons Kennedy, Orth, Downing, LaMacchia, Juliana and Green voting nay.

C.18. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to DENY Application of Las Cazuelas Mexican Grill LLC, for a Cabaret License (1-year term) located at 2200 - 60th Street (Las Cazuelas Mexican Grill), based on adverse recommendation by Kenosha Police Department.

A hearing was held. Attorney Terry Rose was present and spoke on behalf of the applicant.

C.18.1 It was moved by Alderperson Misner, seconded by Alderperson Kennedy to refer the application back to the Licensing/Permit Committee. On a voice vote, motion carried.

C.19. It was moved by Alderperson Nudo, seconded by Alderperson Orth, to:

a. Approve application for a Cabaret License (1-year term) KET, LLC, 4706 - 75th Street (Tailgators) (15th District)

b. DENY application for a Cabaret Licenses (1-year term) Aces 1 LLC, 2901 - 60th Street (Bacis)(11th District)

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

On a voice vote, motion carried.

C.20. The application of GMR Entertainment LLC, for a Cabaret License (1-year term) located at 6218 - 22nd Avenue (La Frontera) was deferred by the Licensing/Permit Committee.

C.21. It was moved by Alderperson Nudo, seconded by Alderperson Downing to approve the application of

b. KET, LLC, 4706-75th Street (Tailgators) (15th District)

A hearing was held. Applicant a. was present and spoke. On a voice vote, motion carried.
C.29. It was moved by Alderperson Nudo, seconded by Alderperson Ruffalo, to DENY application of Otallah Amad for a Secondhand Article Dealer License and a Secondhand Jewelry Dealer License located at 3825 Roosevelt Road (Jewelry & Electronics Exchange) based on incomplete application.
A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

It was moved by Alderperson Nudo, seconded by Alderperson Juliana to send the following ordinances on their way after being read:

- D.1. By Committee on Public Safety and Welfare – To Provide Yield Control for 18th Place and 16th Avenue (To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include East/West Yield Signs on 18th Place Before Entering its Intersection with 16th Avenue) (1st District)
- D.2. By Committee on Public Safety and Welfare – To Change Intersection Yield Control from E/W to N/S for 53rd Street and 35th Avenue (To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" to Include North/South Yield Signs on 35th Avenue Before Entering its Intersection with 53rd Street). (11th District)
- D.3. By Committee on Public Safety and Welfare – To Change Yield to Stop Control for 111th Avenue at 61st Street (To Amend Section 7.125 of the Code of General Ordinances Entitled, "Streets Controlled by Yield Signs" by Rescinding the Yield Sign on 61st Street at its Intersection with 111th Avenue and to Amend Section 7.12 B of the Code of General Ordinances Entitled "Stop Streets" to Include a Four Way Stop at the Intersection of 111th Avenue and 61st Street. (17th District)
- D.4. By Alderperson Jan Michalski – To Renumber Section 4.07 (of the Code of General Ordinances), Entitled "Penalties" as Section 4.08; and, to Create Section 4.07 (of the Code of General Ordinances), Entitled: "Artificial Light and Glare".
On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

- It was moved by Alderperson Juliana, seconded by Alderperson Kennedy to defer F.1 through F.3 for 90 days.
A public hearing was held. No one spoke.
On a voice vote, the following ordinances were deferred for 90 days:
- F.1. By Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (of the Code of General Ordinances), Regarding Majority.
- F.2. By Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (of the Code of General Ordinances), Regarding Committee Composition.
- F.3. By Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (of the Code of General Ordinances), Regarding Agenda of Committee.
On a voice vote, motion carried.
- F.4. It was moved by Alderperson Downing, seconded by Alderperson Ohnstad, to adopt Ordinance 41-10.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 41-10

**BY: ALDERPERSON PATRICK JULIANA
TO REPEAL AND RECREATE SECTION 7.02 OF THE CODE OF GENERAL ORDINANCES,
REGARDING SPEED LIMITS.**

Respectively and Reducing Lines PK03-001 "Park Renovations" and PK95-004 "Park Facility Renovations" in the Amounts of \$29,000 and \$60,000 Respectively For a Net Change of \$0

WHEREAS, it has been determined by Engineering that additional funding will be needed in order to complete the Lakefront Water Feature project; and

WHEREAS, there are open authorization balances for Park Renovation purposes; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Park Commission on July 12, 2010 and the Finance Committee on July 19, 2010;

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:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK 03-001	Park Renovations(2008)	29,000	-29,000	-0-
PK 95-004	Park Facility Renovations(2009)	60,000	-60,000	0
PK10-002	Lakefront Water Feature(2008)	-0-	29,000	29,000
PK10-002	Lakefront Water Feature(2009)	-0-	60,000	60,000

Adopted this 19th day of July, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. a. RESOLUTION NO. 100-10

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Grass and Weed Cutting

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of \$19,006.25, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 19th day of July, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

b. RESOLUTION NO. 101-10

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of \$1,552.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 19th day of July, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

WHEREAS, the public interest requires the vacation of a portion of 67th Street located West of 38th Avenue. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, the public right-of-way, described in Exhibit "A" and legally described as follows:
Part of 67th Street lying west of 38th Avenue in Highland View, a subdivision of record in the Northwest Quarter and Southwest Quarter of Section 1, Town 1 North, Range 22 East of the Fourth Principal Meridian; that part of 67th Street to be vacated being further described and bounded as follows:
Bounded on the North by the south line of Lot 217 in said subdivision;
bounded on the East by the northerly extension of the west line of 38th Avenue, (shown on the recorded plat of said subdivision as 8th Avenue); bounded on the South by the north line, and its extension easterly and westerly of Lots 218 and 301 of said subdivision and bounded on the West by the southeasterly line of the Union Pacific Railroad, (shown on the recorded plat of said subdivision as the Chicago and North Western Railroad).
be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all Utilities, including the City, furnishing gas, sewer, water, electric, telephone and related services, and any City Cable T.V. Franchise Holder, shall have reserved to them or are hereby and herein given and granted, the right, permission, and authority to inspect, repair and maintain their respective existing installation and Utilities in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities and Franchise Holder are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Among the specific beneficiaries of this easement shall be the City of Kenosha, City of Kenosha Water Utility, AT&T (formerly S.B.C. or Ameritech), Wisconsin Electric Power Company, and any holder of a City Cable T.V. Franchise. Easement holders shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by easement holders to effectively use their easements, although easement holders shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights. Any easement holder however may waive their rights hereunder and consent to the construction of a building or structure upon vacated property.

NOTE: MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

paid in its entirety within thirty (30) days of receipt of invoice. If the cost of... (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency; and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.
3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.
Adopted this 19th day of July, 2010.

APPROVED:
KEITH G. BOSMAN, MAYOR

ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

H.6. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy to adopt Resolution 108-10. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

RESOLUTION NO. 108-10

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE
TO DESIGNATE A "NO PARKING RESTRICTION", FOR THE SOUTH SIDE OF 35th STREET
FROM 7th AVENUE WEST TO SHERIDAN ROAD.

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the south side of 35th Street, from 7th Avenue west to Sheridan Road, be and hereby is designated as "NO PARKING RESTRICTION".

Adopted this 19th day of July, 2010.

APPROVED:
KEITH G. BOSMAN, MAYOR

ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

At this time, 11:30 p.m., it was moved by Alderperson Kennedy, seconded by Alderperson Juliana to extend the meeting. On a voice vote, motion carried.
H.7. It was moved by Alderperson Nudo, seconded by Alderperson Green to adopt the proposed resolution BY: ALDERMAN ANTHONY NUDO - TO ENACT A SPECIAL ENFORCEMENT PROGRAM TO REDUCE CRIMINAL GANG ACTIVITY IN THE MCKINLEY AREA.

H.7.1. After much discussion, it was moved by Alderperson Michalski, seconded by Alderperson Ruffolo to move the previous question (terminate debate-2/3 vote of members present). On roll call vote, motion failed (9-7) with Alderpersons Haugaard, Kennedy, Nudo, Misner, Orth, Downing and Bogdala voting nay.
On roll call vote, motion to adopt the proposed resolution BY: ALDERMAN ANTHONY NUDO - TO ENACT A SPECIAL ENFORCEMENT PROGRAM TO REDUCE CRIMINAL GANG ACTIVITY IN THE MCKINLEY AREA failed (7-9) with Alderpersons Nudo, Bostrom, Misner, Downing, Bogdala, Ruffalo and Ruffolo voting aye.

H.8. It was moved by alderperson Ruffolo, seconded by Alderperson Nudo to adopt Resolution 109-10. On roll call vote, motion carried unanimously and said Resolution was thereupon adopted as follows:

RESOLUTION # 109 - 10
BY: THE MAYOR

Resolution to Authorize the Submittal of a State Grant Application by the City of Kenosha and the Subsequent Appropriation of City of Kenosha funds for the Wisconsin Plant Recovery Initiative Money (WAM) - Community-Managed Funds
... assessment of brownfield sites is an

Keith G. Bosman, Mayor
to Mill Coatings, Inc., (Suamico, Wisconsin) in the amount of \$70,000. (Districts 7 & 8)
J.3. Municipal Office Building Parking Lot Improvements (625 52nd Street) to Cicchini Asphalt, LLC, in the amount of \$350,000.00. (District 2)
On roll call vote, motion carried unanimously.

K. OTHER CONTRACTS AND AGREEMENTS

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

K.1. Temporary Limited Easement between the City of Kenosha for the 27th Street Right-of-Way from 39th Avenue to 47th Avenue. (5th District)

a. Paul Evans

b. Kenosha Unified School District

K.2. Acquisition of Rights for the West Frontage Road Project from 60th Street to 71st Street. (17th District)

a. Country Inn of Kenosha

b. Evelyn Roberts

On roll call vote, motion carried unanimously.

K.3. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to approve Offer to Purchase Agreement by the City of Kenosha to the Bank of Kenosha for the property at 5915 Sheridan Rd in the amount of \$75,000. (2nd District) On roll call vote, motion carried (14-1) with Alderperson Michalski voting nay. (Alderperson Marks not present for vote)

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

K.4. Contract between the City and ECC for services regarding Kenosha Chrysler Facility.

K.5. Major Street Setback Encroachment Area Agreement between Stellar Management, Inc., (Norm's Bar 1819 52nd Street) and the City of Kenosha. (District 7)

K.6. 2010 CDBG Subgrantee Agreements

a. Boy Scouts of America - (After School Cub Scout Program)

b. Boys & Girls Club of Kenosha - (Youth Mentoring Program)

c. Bridges Community Center, Inc. - (Mental Health Outreach Specialist)

d. Carpenter's Home Improvement - (Carpentry Career & Tech Ed Program (KUSD))

e. Community Action Agency - (Roof Replacement/Mold Remediation/HVAC)

f. ELCA Urban Outreach Center - (Services for Low-Resource/Homeless)

g. Kemper Center, Inc. - (Ambrose Hall Door/Window Replacement)

h. Kenosha Achievement Center, Inc. - (Handicapped Accessible Entrance Ramp)

i. Kenosha Area Family & Aging Services - (Volunteer Transportation Service)

j. Kenosha Human Development Services - (Kitchen Remodel-Juvenile Shelter Care)

k. Kenosha Literacy Council, Inc. - (Literacy Program)

l. Kenosha Senior Citizens Council - (Masonry Wall Repairs/Mold Remediation)

m. Kenosha YMCA - (Frank Neighborhood Project)

n. Lemon Street Gallery & Art Space - (WiFi in Union Park Neighborhood)

o. New Song Ministries, Inc. - (Services to Reduce Recidivism) (Alderperson Misner voting nay)

p. Potter's Center - (Services to Strengthen Family Culture)

q. Shalom Center - (Emergency Family Shelter Program)

r. Spanish Center - (Community Outreach and Translations)

s. Urban League of Racine/Kenosha - (Second Floor Classroom/Office Construction)

t. Urban League of Racine/Kenosha - (Pre-Apprenticeship Training Program)

u. Walkin'In My Shoes, Inc. - (Survival Backpack Outreach Program)

v. WI Women's Business Initiative Corp - (Micro-Enterprise Technical Assistance/Loans)

- Women & Children's Horizons - (Facility Improvements)

Keith G. Bosman, Mayor

There being no further business to come before the Common Council, it was moved by Alderperson Michnaiski, seconded by Alderperson LaMacchia, to adjourn at 12:35 a.m.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

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



Michael K. Higgins
 City Clerk - Treasurer

Debra L. Salas
 Deputy City Clerk-Treasurer

To:	Common Council
C:	Mayor, City Administrator
From:	Debra L. Salas, Deputy City Clerk/Treasurer 
Date:	July 28, 2010
Subject:	Beer/Liquor Licenses Not Renewed

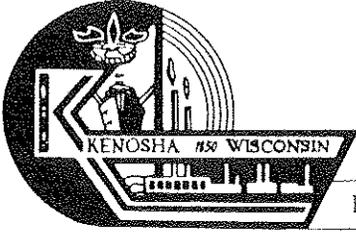
The following licenses have been declared null and void due to failure to renew by June 30, 2010:

- Class "B" Beer/Class B" Liquor, East Frontage, LLC, Anthony DeBartolo, Agent, 6325-120th Avenue (The Hub)
- Class "B" Beer/Class C" Wine, Rose's Carl's Pizza West, Inc., 4020-60th Street (Rose's Carl's Pizza West)
- Class "B" Beer/Class C" Wine, Savannah's Restaurant, LLC, 7623 Sheridan Road (Savannah's Cabin Cafe)
- Class "B" Beer, Min Quan, LLC 4820-75th Street, (King Buffet)
- Class "A" Beer, Harborage, Inc., Shawn Josic, Agent, 4924 Sheridan Road, (Harborside Mobile)
- Class "A" Beer, Danah 39th Avenue, Inc., Stanley Ginkowski, Agent (39th Avenue Shell)

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

summary

CITY OF KENOSHIA					
LIQUOR & BEER LICENSE QUOTAS					
07/28/10					
POPULATION AS OF 1/1/2009					
96000					
QUOTAS		Quota	Adjustment	Current Number of Licenses Granted	Current Number of Licenses Available
1	Class "B" Beer/"Class B" Liquor (State Imposed-153)	153.00	153	-152	1
2	Class "B" Beer Only (Locally Imposed-170)*	170.00	170	-11	7
3	"Class B" Liquor/Class "B" Beer Combination	153.00	153	-152	1
4	"Class A" Liquor (Locally Imposed-one per 5900)	16.27	17	-16	1
5	Class "A" Beer Only (Locally Imposed-one per 1,750)	54.86	55	-46	9
6	"Class A" Liquor & Class "A" Beer	See above	17	-16	1
7	"Class C" Wine	No quota	None	-7	Unlimited
8	Wholesale Beer	No quota	None	0	Unlimited
9	"Class B" Reserve Liquor (State Imposed)	30.40	31	0	31
*NOTE:		-152			
Class "B" Beer licenses have been issued in combination w/ "Class B" Liquor licenses-see line 1					



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

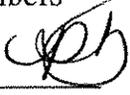
JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

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

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

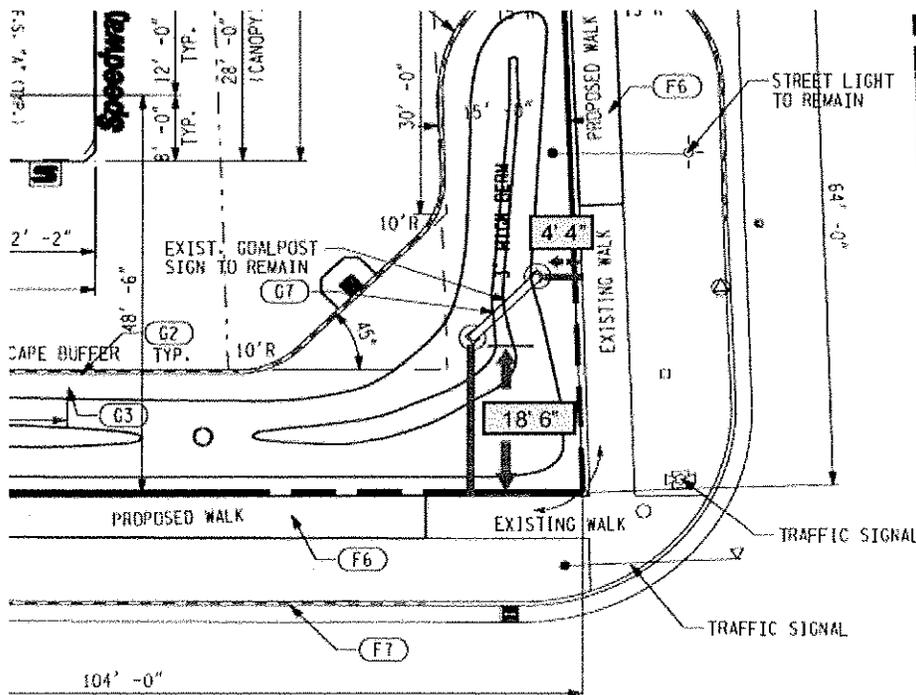
SUBJECT: Common Council Sign Code Appeal – August 2, 2010, Meeting
Request for Relief to Install an L.E.D. Upgrade on an Existing, Nonconforming
Sign Located at 3012 Washington Road (B-2, Commercial Business)

Petitioner: Lemberg Electric Company, Inc., Authorized Agent Representing
Speedway SuperAmerica, LLC

DATE: July 21, 2010

The petitioner is requesting a Special Exception to replace a seventy square foot (70 sq.ft.) manual gas price sign, with a seventy square foot (70 sq.ft.) L.E.D. gas price sign.

The existing freestanding sign is approximately 18' high, and is comprised of 141+ sq.ft. of sign-face area. The existing sign maintains a 18'6" setback from the south lot line, and a 4'4" setback from the east lot line, as defined in the following illustration:



Mayor Bosman and Common Council Members

July 21, 2010

Page Two

The existing sign is nonconforming, based on the following Sign Ordinance criteria:

- Freestanding signs located within fifteen feet (15') of any lot line shall be limited to a maximum height of fifteen feet (15') and a maximum total sign-face area of 49 sq.ft, or total sign-face area equal to 50% of the street frontage - whichever is less. (General Code 15.06A).
- The existing sign does not meet the setback, height, or total sign-face area criteria.
- The City of Kenosha Sign Ordinance requires a sign permit to "...replace, construct, remodel, any sign..." (General Code: 15.07A).

Based on the nonconformity of the existing sign, a sign permit cannot be approved to replace the manual gas price sign with an L.E.D. gas price sign.

The petitioner is requesting relief from the Sign Ordinance to upgrade the existing sign.

PAB:kah

CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

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

625 52nd Street Kenosha, WI 53140 Telephone: 262.653.4263

OWNER SPEEDWAY-5A, LLC PHONE NUMBER 262.652.7035
ADDRESS 3012 WASHINGTON ROAD, KENOSHA, WI. 53144

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

APPLICANT LEMBERG ELECTRIC CO. PHONE NUMBER 262.781.1500

ADDRESS 4085 N. 128th ST. BROOKFIELD, WI 53005

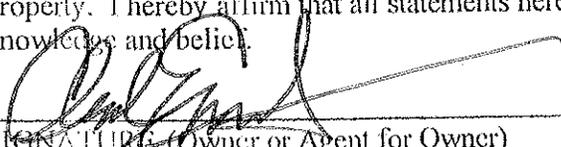
ADDRESS OF SPECIAL EXCEPTION REQUEST 3012 WASHINGTON ROAD
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED REQUEST TO MODIFY
EXISTING LEGAL NON-CONFORMING POLE SIGN. REMOVE
EXISTING 7'x10' MANUAL CHANGED GAS PRICE SIGN AND CONVERT
TO REMOTE LED GAS PRICE SIGN.

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

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

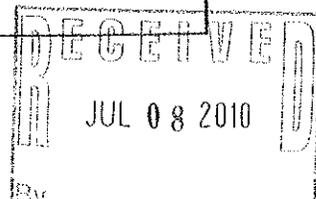
I hereby authorize City of Kenosha's staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements herein and attached hereto are true and correct to the best of my knowledge and belief.


SIGNATURE (Owner or Agent for Owner)

7-7-10
DATE

FOR OFFICIAL USE ONLY

Date Filed _____ Receipt Number _____





July 7, 2010

Ms. Paula Blise
City of Kenosha
Department of Neighborhood Services and Inspections
625 52nd Street
Kenosha, WI 53140

Re: Authorization of Agent to Act on Behalf of Speedway SuperAmerica, LLC

Dear Ms. Blise:

Speedway SuperAmerica, LLC (SSA) authorizes Lemberg Electric Company, Inc. to represent SSA in the Sign Appeal for our project located at 3012 Washington Road.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony D. Jaynes".

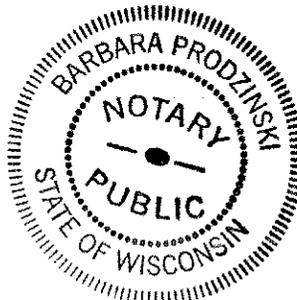
Tony D. Jaynes
Construction Representative
Speedway SuperAmerica, LLC

State of Wisconsin
County of Waukesha

dated the 7th day of July, 2010

A handwritten signature in black ink, appearing to read "Barbara Prodzinski".

Exp: 8-1-10



Chapter 15 – Sign Ordinance

Appeals / Special Exceptions to Common Council

Justification Summary:

Speedway SuperAmerica, LLC respectfully requests the approval to modify the existing twin pole pylon sign to allow for a L.E.D. gas price sign upgrade. Our intent is to leave the existing structure in place as it is currently installed on the property. We wish to remove the existing manual changing gas price sign section and replace it with the L.E.D. gas price sign display. This new L.E.D. display will allow our employees to remotely change the gas prices daily.

The L.E.D. upgrade is a nationwide program for Speedway. An internal study was conducted roughly (7) seven years ago which looked at safety and maintenance. The safety study was done after multiple injury claims were made by Speedway gas station employees. The injuries incurred includes head cuts, limb contusions, slips and falls, sprains and strains. These injuries were results of the employees changing the gas prices by using small and large sizes acrylic plates containing numerals that complete the gas price and hoisting them overhead using a suction style extension pole. The acrylic plates would sometimes fall from the suction cups and/or the actual track that holds these plates, striking the employees causing the injury. In addition, the areas in which most of the pole signs are generally located is landscaped type terrain, and injuries would occur by walking through snow, ice, muddy or rocky conditions causing slips and falls which would result in many different types of injuries. In addition, exposing the employees to all different types of weather conditions added to the injury and sickness claims.

The manual gas price sign face is manufactured using acrylic or polycarbonate with tracks riveted to the face of the plastic. The tracks hold the acrylic numeral panel in place. These tracks are susceptible to damage by multiple uses and exposure to the elements. The tracks made of acrylic, become brittle over the years causing sections of the track to break which in turn does not hold the acrylic plate in place.

The safety of our employees is always our number #1 concern and priority. The use of L.E.D. gas price displays dramatically reduces employee accidents. The elimination of a manual changing product reduces maintenance and increases the lifetime of our signage and keeps a nice consistent appearance. Our employees enjoy not having to expose themselves to the elements to change gas prices daily therefore increasing employee morale. In 2005, we completed a similar retrofit to our station at Hwy 50 and I-94 and we've enjoyed great results since that installation.

The L.E.D. upgrade does not change the physical placement or structure of the pole sign. It improves the visual aesthetics of the sign and creates an easy to read gas price. The granting of this variance will not affect the welfare or safety of the general public.

Speedway #2088

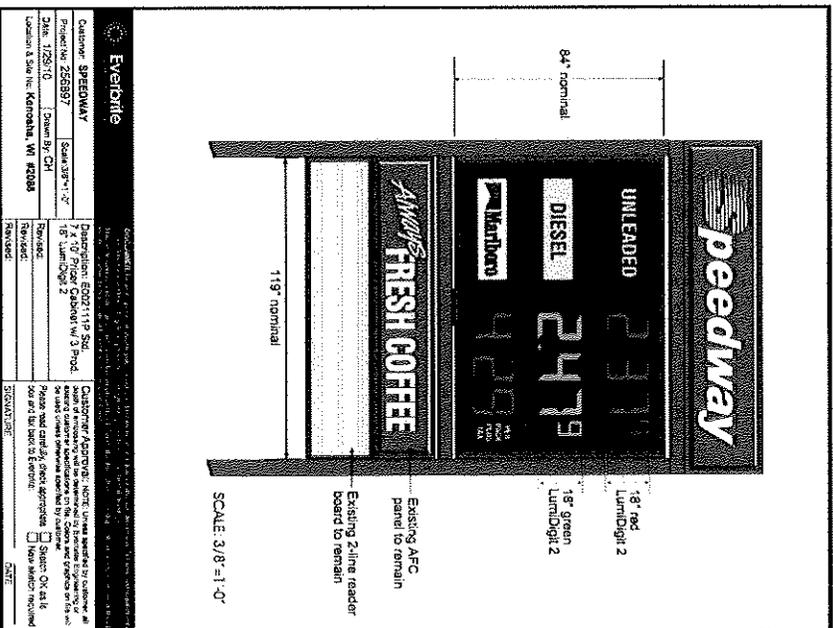
3012 Washington Road

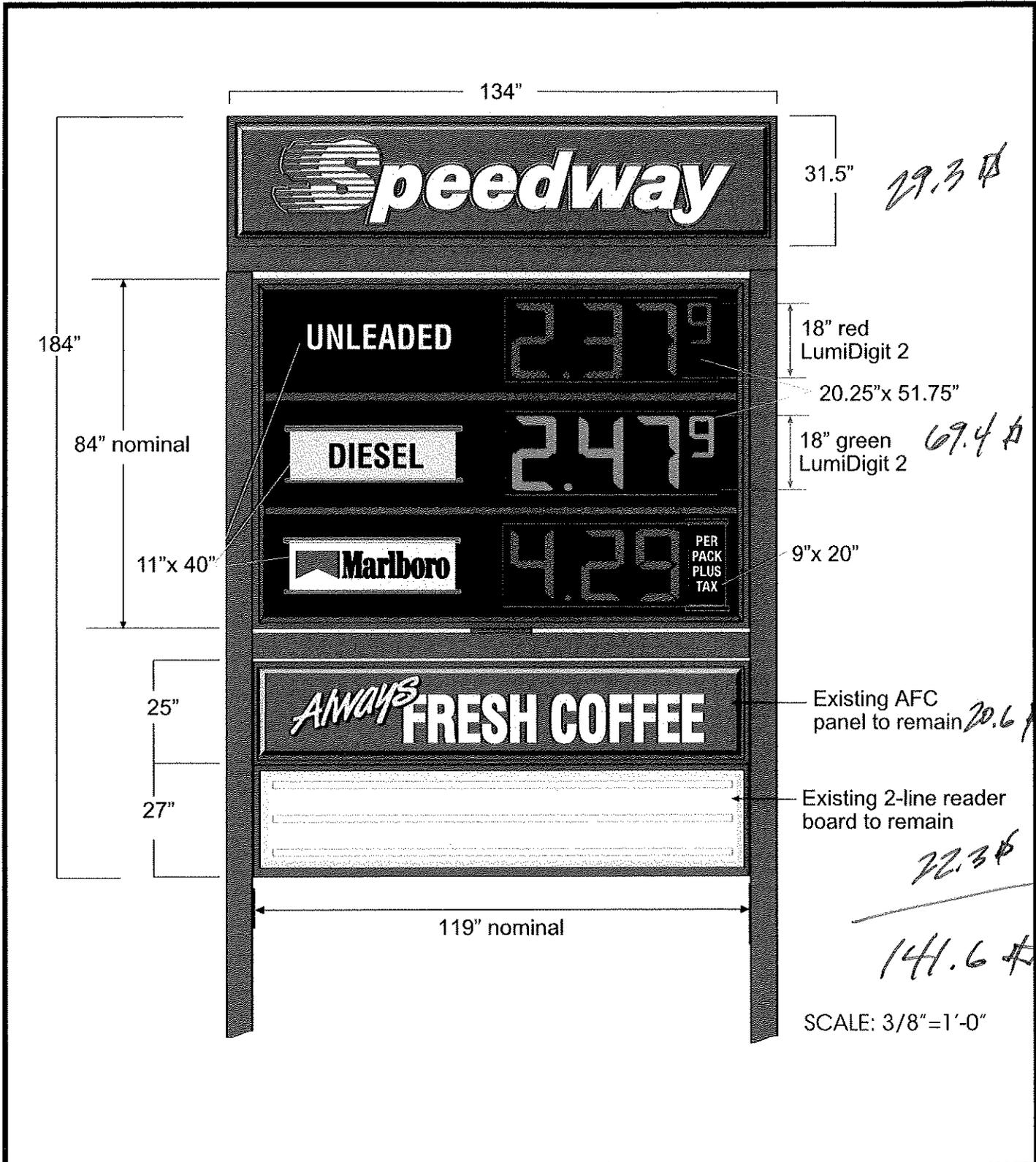
Kenosha, WI 53144

PROJECT: Gas Price Sign Retrofit to LED

Scope of Work:

- Remove existing 7' x 10' Four (4) product manual gas price sign
- Install new LumiDigit LED Gas Price Sign into existing structure
- Paint poles and cabinets. Re-lamp all fluorescents.

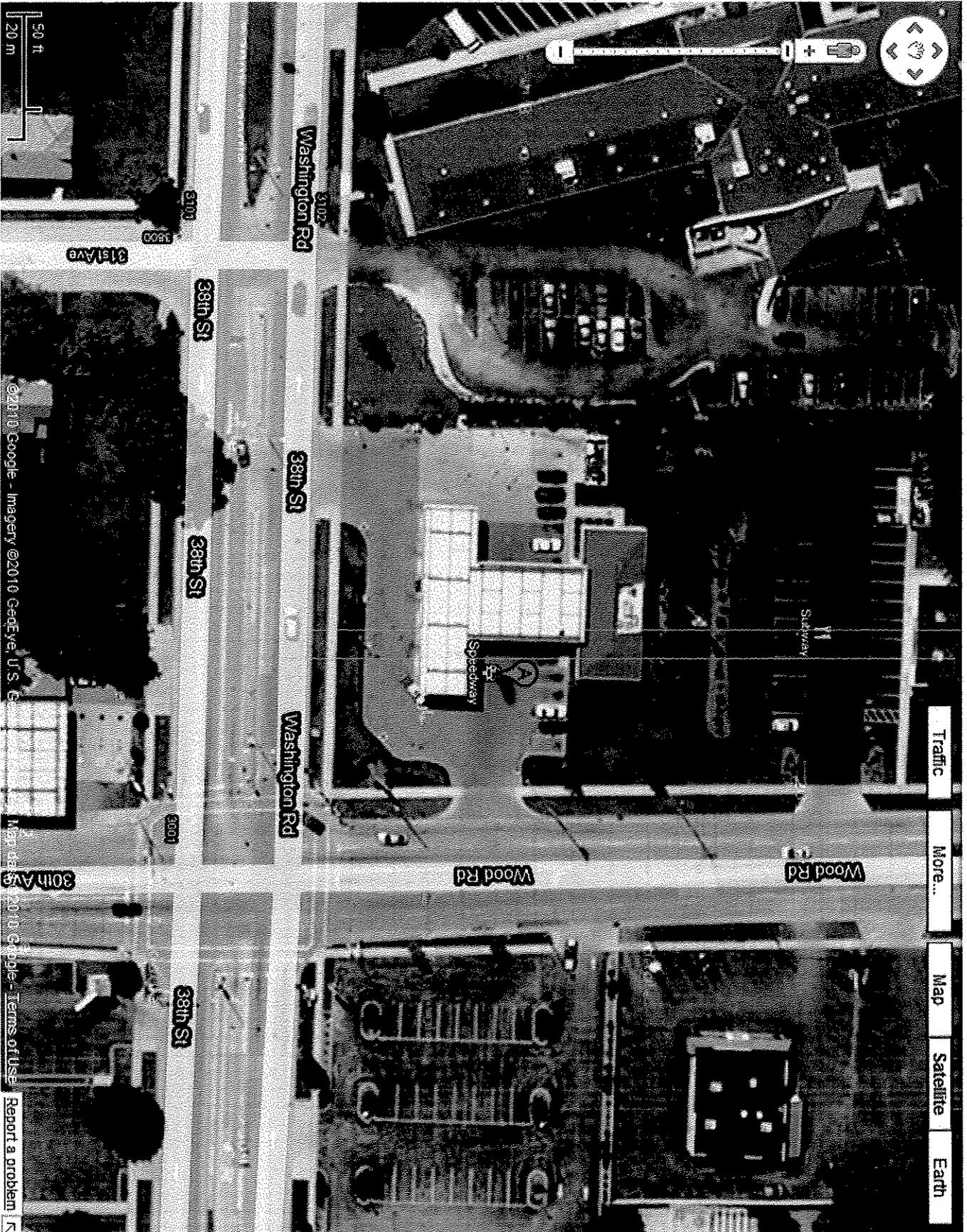




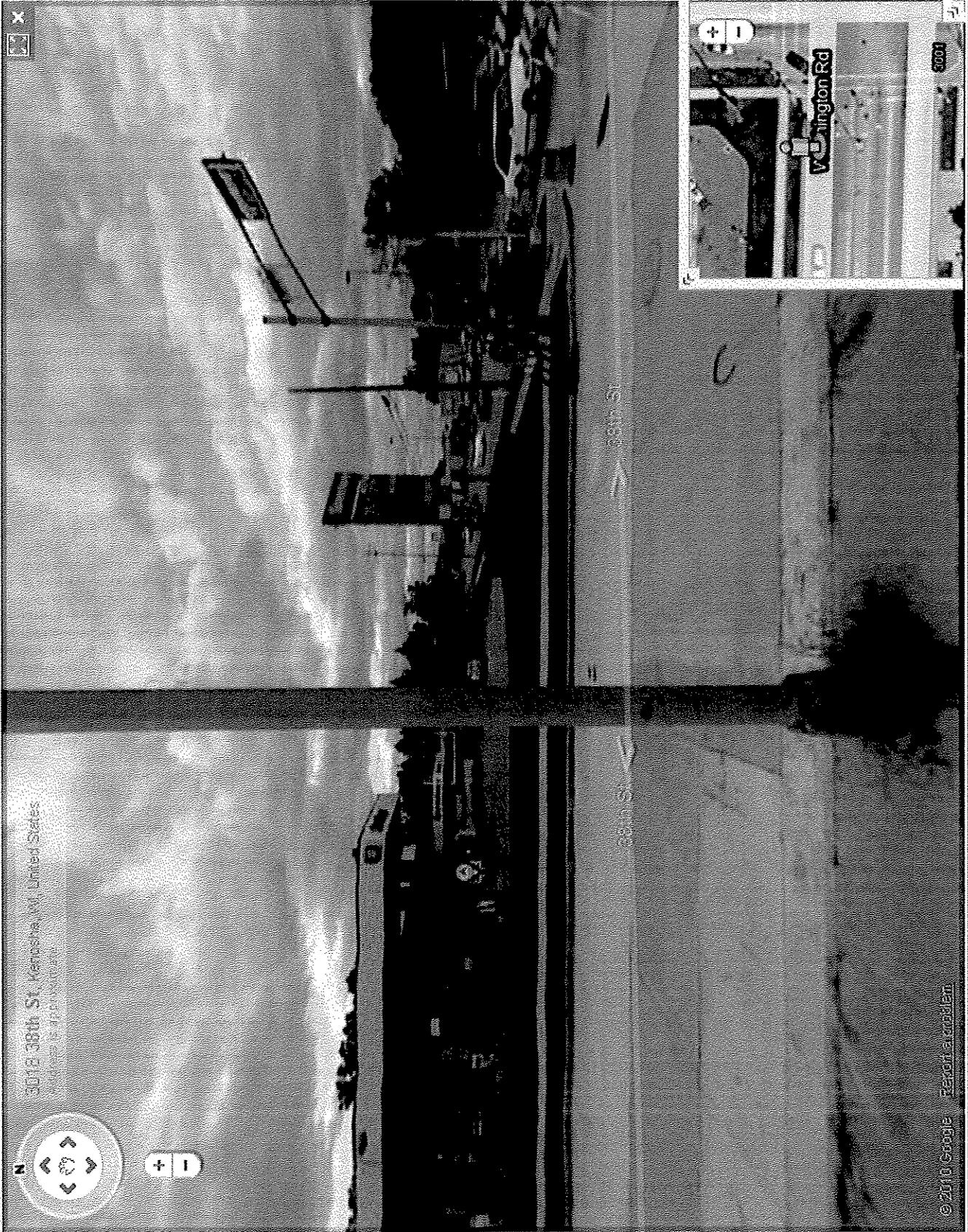
DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings.

These drawings and designs are the exclusive property of Everbrite, Inc. Use of, or duplication in any manner without express written permission of Everbrite, Inc. is prohibited.

Customer: SPEEDWAY		Description: E00211P Std. 7 x 10' Pricer Cabinet w/ 3 Prod. 18" LumiDigit 2	Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.
Project No: 256897	Scale: 3/8"=1'-0"		
Date: 1/29/10	Drawn By: CH	Revised:	Please read carefully, check appropriate <input type="checkbox"/> Sketch OK as is box and fax back to Everbrite: <input type="checkbox"/> New sketch required
Location & Site No: Kenosha, WI #2088		Revised:	
		Revised:	
		SIGNATURE _____	DATE _____



Common Council Agenda Item #B.3



Common Council Agenda Item #B.3

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



Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer

July 29, 2010

Jeffrey Crabtree
PO Box 580393
Pleasant Prairie, WI 53158

Re: Request for a Distance and Density Exception for a 6-bed Community Based Residential Facility to be located at 6225-91st Avenue.

Dear Mr. Crabtree:

Your above referenced request may be reconsidered by the Common Council at their next regular meeting to be held August 2, 2010:

Monday, August 2, 2010
7:00 p.m.
Room 200
Kenosha Municipal Building, 625-52nd Street

You and/or your representative are required to attend this meeting.

If you have any questions, please contact 653-4020.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra L. Salas".

Debra L. Salas
Deputy City Clerk/Treasurer

C: Alderman Bogdala
Jeff Labahn, Director of City Development
City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	June 10, 2010
--	---	---------------------	---------------

Request for a Distance and Density Exception for a 6-bed Community Based Residential Facility to be located at 6225 91st Avenue, District #17. (Crabtree)

ACTION TAKEN	AYES	NOES
APPROVE	8	1 - Downing
DENY		
RECEIVE AND FILE		
FORWARD TO		
	MEETING DATE	INFO FORWARDED
COMMON COUNCIL	06/21/10	
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
PUBLIC NOTICE		



Rich Schroeder
Assistant City Planner

1CPC/2010/June10/action-except-crabtree

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission

FACT SHEET

June 10, 2010

Item 3

Request for a Distance and Density Exception for a 6-bed Community Based Residential Facility to be located at 6225 91st Avenue, District #17. (Crabtree) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 6225 91st Avenue
Zoned: RS-1 Single-Family Residential/Air-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- The applicant has submitted a request for a six-bed Community Based Residential Facility (CBRF) for developmentally disabled adults. The site is currently licensed as a four-bed Adult Family Home (AFH).
- Under State Statues, no CBRF can be located within 2,500 feet of another CBRF unless a Distance Exception is granted by the Common Council. The proposed CBRF will be within 2,500 feet of one other CBRF.
- Under State Statues, the number of beds for all CBRF's in an Aldermanic District cannot exceed 25, or 1% of the district's population, whichever is greater. The proposed district, Aldermanic District #17, has 156 beds, which is 2.9% of the district's population.
- This item was reviewed and approved by the City Plan Commission on February 4, 2010. The items was sent to Common Council and deferred for 90 days at their February 15, 2010 meeting.
- When the item returned on May 17, 2010, the Council again deferred the item and asked the City Plan Commission to adopt a new Resolution updating the guidelines for review. The Resolution is based on the April 30, 2010 memo from Assistant City Attorney Jon Mulligan and was approved on May 20, 2010. The application has been reviewed by the standards of the new City Plan Commission Resolution, a copy is attached.
- Assistant City Attorney Jon Mulligan has reviewed the request and has provided his opinion, also attached.

RECOMMENDATION:

A recommendation is made to grant the Distance and Density Exception for a six-bed CBRF to this applicant with the Condition that any change in operator, number of beds or type of resident will require a new exception from the City.



Brian R. Wilke, Development Coordinator
1CPC/2010/June10/fact-except-crabtree



Jeffrey B. Labahn, Director of City Development

CITY PLAN COMMISSION RESOLUTION # 03 -10

By: City Plan Commission

Standards for Reviewing and Recommending Approval of Distance and/or Density Exceptions for Community Living Arrangements (CLA's) and Adult Family Homes (AFH's)

WHEREAS, Section 62.23(7)(i)1. of the Wisconsin Statutes provides that no Community Living Arrangement (CLA) may be established after March 28, 1978 within 2,500 feet, or a lesser distance established by an ordinance, of the City of another CLA unless an exception is granted by the City; and

WHEREAS, Section 62.23(7)(i)2r. of the Wisconsin Statutes provides that no Adult Family Home (AFH) may be established within 2,500 feet, or a lesser distance established by an ordinance, of the City of another AFH or CLA unless an exception is granted by the City; and

WHEREAS, Section 62.23(7)(i)2. of the Wisconsin Statutes provides that CLA's shall be permitted in each City without restrictions as to the number of facilities so long as the total capacity of such CLA's within each aldermanic district does not exceed 25 or one percent of the district's population, whichever is greater. The City may grant an exception to this requirement; and

WHEREAS, the Wisconsin Statutes do not provide standards for granting exceptions to Section 62.23(7)(i)1, 62.23(7)(i)2. and 62.23(7)(i)2r.; and

WHEREAS, the City is required to comply with the Fair Housing Act (FHA) and the Fair Housing Act Amendments (FHAA) which prohibit discrimination in housing on the basis of disability; and

WHEREAS, Congress has explicitly intended for the FHAA to apply to zoning ordinances and other laws that would restrict the placement of group homes; and

WHEREAS, the City is required to comply with the Americans with Disabilities Act (ADA) which provides a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, the federal courts have held that the ADA clearly encompasses zoning decisions by local government entities; and

WHEREAS, the Federal Appeals Court for the Seventh Circuit, which includes Wisconsin, in the case of *Oconomowoc Residential Programs, Inc. v. City of Milwaukee*, 300 F.3d 775(7th Cir.2002) held that a public entity must reasonably accommodate a qualified individual with a disability by making changes in rules, notices, practices or services when needed to avoid discrimination on the basis of disability unless the public entity can demonstrate that making the modification would fundamentally alter the nature of the service, program or activity; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that a reasonable accommodation prohibits the enforcement of zoning ordinances and local housing policies in a manner that denies people with disabilities access to housing on par with that of those who are not disabled; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that an accommodation is reasonable if it is both efficacious and proportional to the costs to implement it and is unreasonable if it imposes undue financial or administrative burdens on a municipality or requires a fundamental alteration in the nature of the program; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that an accommodation is necessary if without the required accommodation the disabled individuals will be denied the equal opportunity to live in a residential neighborhood; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that once an applicant has established that the requested accommodation is reasonable and necessary to provide disabled individuals with an equal opportunity to enjoy housing in a residential neighborhood, the burden shifts to the municipality to prove either that the requested accommodation is unreasonable, imposes undue financial or administrative burdens on the municipality, or requires a fundamental alteration in the nature of the service, program, activity, zoning ordinance, or housing policies; and

WHEREAS, in light of the Seventh Circuit decision in the *Oconomowoc* case and cases decided subsequently, the City Plan Commission and the Common Council have requested that standards be established for reviewing and recommending approval of Distance and/or Density Exceptions for CLA's and AFH's.

NOW, THEREFORE BE IT RESOLVED that the City Plan Commission adopts the following standards for review and recommending approval of Distance and/or Density Exceptions for CLA's and AFH's.

1. Whether the applicant has shown that the proposed exception is subject to the provisions of the Fair Housing Act (FHA), the Fair Housing Act Amendments (FHAA), or the Americans with Disabilities Act (ADA);
2. Whether the applicant has shown that the proposed exception reasonably enhances the quality of life or provides an opportunity for a disabled person to live in a residential neighborhood;
3. Whether the applicant has shown that the proposed exception is necessary to afford the residents of the CLA or AFH an equal opportunity to live in a residential neighborhood;
4. Whether the City has shown that the proposed exception imposes an undue financial or administrative burden on the City;
5. Whether the City has shown that the proposed exception fundamentally alters the nature of any City service, program or activity;
6. Whether the City has shown that the proposed exception fundamentally alters the City Zoning Ordinance or other Ordinances relating to the siting of the CLA or AFH.

BE IT FURTHER RESOLVED, that upon considering the foregoing standards and based upon the Seventh Circuit Court of Appeals decision in *Oconomowoc Residential Program, Inc. v. City of Milwaukee*, 300 F.3d 775 (7th Cir. 2002) and its progeny an application for approval of Distance and/or Density Exceptions for CLA's and AFH's shall be granted upon finding that the requested accommodation is reasonable, necessary, will not impose undue financial or administrative burdens on the City, and will not fundamentally alter the nature of any City service, program, activity, zoning ordinance or other legislative scheme relating to the siting of the CLA or AFH.

Adopted this 20th day of May, 2010

ATTEST:



Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

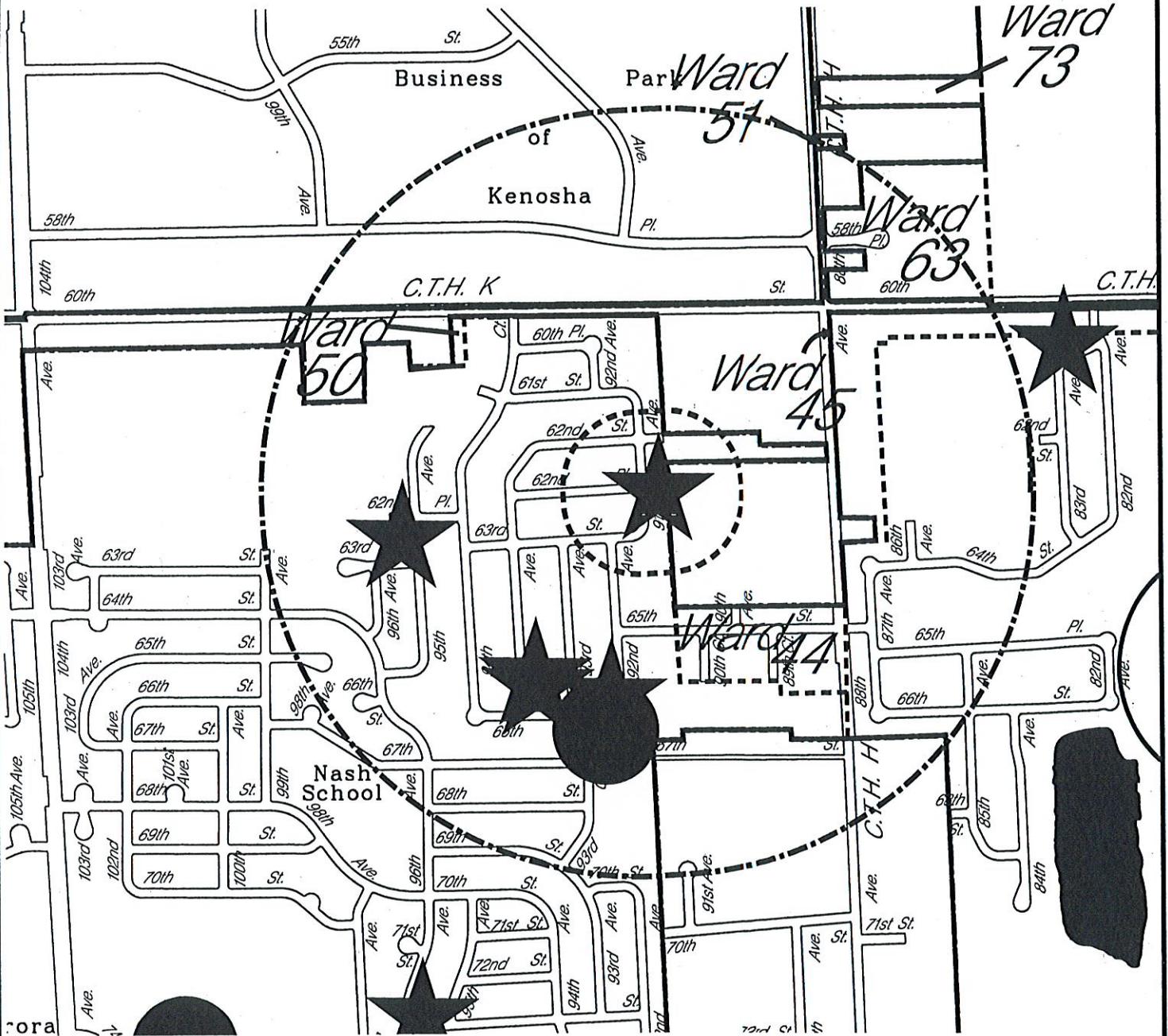


Mayor Keith Bosman, Chairman of City Plan Commission

DRAFTED BY: CITY ATTORNEY
1CPC/2010/May20/resol-cpc-cla

CITY OF KENOSHA

C.L.A. Vicinity Map
6225 91st Avenue



500' Boundary



2500' Boundary

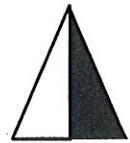


Existing A.F.H. Facility



Existing C.B.R.F. Facility

NORTH



0

1000'



Common Council Agenda Item #B.4

Mr Wilke,

Crabtree Residential Living is requesting a density/distance exemption for the property located at 6225 91st Ave, Kenosha, WI.

Our intention is to change the current licensure from a 4 bed Adult Family Home (AFH) to a 6 bed Community Based Residential Facility (CBRF).

Please contact me after you review the location of this property as well as any additional information that may be needed.

I can be reached at 262-909-4344.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Crabtree', with a long horizontal flourish extending to the right.

Jeffrey Crabtree

Crabtree Residential Living, Inc.

Mr. Wilke,

I am writing this letter so that you can attach it to our request for the density/distance exemption that may exist for this property.

In the past, Alderman Bogdola has questioned the need/necessity for homes such as ours and the impact this may have for the home values in this neighborhood. I can assure you that the investment we have made in this home, as compared to surrounding homes, has not devalued the neighborhood in any way. I have in the past, invited Alderman Bogdola as well as other "concerned neighbors", to visit our homes to have an idea what we provide and who we provide for, but they have not taken our offer to visit.

There is a definitely a need for quality homes for disabled adults. There are several factors that necessitate homes, like ours, to be homes for disabled adults. Firstly, the State wants to close down the facilities they operate (Northern Wisconsin Center, Central Wisconsin Center, Southern Wisconsin Center). Also, larger privately owned facilities are also targeted to be closed. The State of Wisconsin feels that the disabled are better served in 4 - 8 bed facilities integrated in a community setting.

As you may not know, we provide care for over 40 people with cognitive disabilities and have a great rapport with their families, case managers and others who are in contact with them.

Our homes are necessary since we do provide a stable, home-like environment to the developmentally disabled adult. Most of our referrals come from parents of the residents. Both parents work so there is no way to care for their disabled child. Also, it is proven that developmentally disabled adults improve their social skills, work skills and living skills when living in a residential home with their peers.

The only modification that is necessary is a staircase on the outside of the home. Otherwise, our homes are well maintained and beautifully landscaped. Most people in the neighborhood do not know we operate a home for disabled adults.

Just because they are disabled, they still have a right to live independently and to choose where they want to call home. Crabtree Residential Living provides the home, independence and the structure they need to be a part of this community.

Sincerely,



Jeffrey Crabtree

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Alderman Bogdala
FROM: Brian R. Wilke, Development Coordinator
DATE: January 11, 2010
SUBJECT: *Crabtree CBRF – Distance/Density Exception*

This is to advise you that a distance and density exception request has been submitted by Jeffrey Crabtree for a property located at 6225 91st Avenue in your district. The home is currently licensed as a 4-bed Adult Family Home serving developmentally disabled adults. The applicant is proposing to convert the home to a 6-bed Community Based Residential Facility (CBRF) serving the same type of residents.

Since the proposed CBRF is within 2,500 feet of another CBRF, a distance exception is required. Also, since the number of licensed CBRF beds in your district exceeds the state requirement, a density exception is needed as well.

The request is scheduled to be reviewed by the City Plan Commission on February 4, 2010 and by the Common Council on February 15, 2010. If you have any questions for the applicant, Mr. Crabtree can be reached at 262.909.4344. If you have any other questions for me, I can be reached at 262.653.4030 or via email at bwilke@kenosha.org.

BRW:sks

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY
MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY
WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

To: Mayor Keith Bosman
Members of City Plan Commission

From: Jonathan A. Mulligan *JAM*
Assistant City Attorney

Cc: Alderperson David F. Bogdala
Edward R. Antaramian, City Attorney
Jeffrey B. Labahn, Director of City Development

Re: Request for a Distance and Density Exception for a 6-Bed Community Based Residential Facility to be located at 6225 91st Avenue, District #17 (Crabtree)

Date: June 4, 2010

At the request of the City Plan Commission, our office has reviewed the request of Crabtree Residential Living, Inc. for a distance and density exception to operate a 6 bed Community Based Residential Facility (CBRF) at 6225 91st Avenue, Kenosha, Wisconsin in light of the City Plan Commission Resolution adopted on May 20, 2010. Based upon our review of the Crabtree request, the Department of City Development's recommendation and the standards for review set forth in the City Plan Commission Resolution, our recommendation is to grant the request.

The home which is the subject of the application is currently licensed by the State of Wisconsin as a 4 bed Adult Facility Home (AFH) serving developmentally disabled adults. The applicant is proposing to modify the home to a 6 bed CBRF serving the same type of residents and which will also be licensed by the State of Wisconsin. According to the applicant, the only modification that is necessary is a staircase on the outside of the house.

Based upon review of the application and the analysis by City Development, the applicant has met the standards for reviewing and recommending approval of the request for a distance and density exception set forth in the City Plan Commission Resolution adopted on May 20, 2010, the federal case law referenced in the Resolution, and the memoranda issued by this office dated July 19, 2009 and April 30, 2010.

The applicant has met its burden. The applicant has established that the requested accommodation is reasonable, necessary and offers equal opportunity for disabled individuals to live in a residential neighborhood. The current residents of the AFH and the residents of the proposed

CBRF are developmentally disabled adults and are thereby covered by the provisions of the Fair Housing Act (FHA), the Fair Housing Act Amendments (FHAA), and the Americans with Disabilities Act (ADA). The applicant has shown that the proposed exception reasonably enhances the quality of life or provides an opportunity for a disabled person to live in a residential neighborhood. The applicant has also shown that the proposed exception is necessary to offer the residents an equal opportunity to live in a residential neighborhood.

In addition, the proposed exception increasing the number of residents from a 4 bed AFH to a 6 bed CBRF doesn't appear to impose any undue financial or administrative burden on the City. Likewise, it does not appear that the proposed exception fundamentally alters the nature of any City service, program or activity. Finally, it does not appear that the proposed exception fundamentally alters the City Zoning Ordinance or any other ordinance relating to the operation of a 6 bed CBRF at a location presently licensed to operate as a 4 bed AFH.

In summary, under current federal law and the current federal case law, the applicant's proposed exception is reasonable, necessary, will not impose undue financial or administrative burdens on the City, and will not fundamentally alter the nature of any City service, program, activity, zoning ordinance or other legislative scheme relating to the siting of this home which is presently licensed as a 4 bed AFH. Accordingly, it is recommended that the application be granted with the condition that any change in operator, number of beds or type of resident will require a new exception from the City.

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW "CLASS A" RETAIL LIQUOR LICENSE**

1. Applicant Name HIMMAT S. GILL

2. Business Name AMERICAN GAS

3. Property Information
a. Address 2828 75TH ST. b. Owner HIMMAT S. GILL

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

d. Square footage of building 5200 SQ. e. Assessed value of property ~~580~~ 581 600

f. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 15,000

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

Number of Full Time Employees 2 Number of Part Time Employees 0

5. Is Premises physically closed to customers during the hours that the sale of "Class A" Liquor beverages are not permitted. Yes No

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.

Product	Gross Monthly Revenue	Basis for Estimates
Beer	9000	BASED ON LAST MONTH SALE
Liquor (including wine)	20,000 (IF GRANTED LICENSE)	
Food	15,000	BASED ON LAST MONTH SALE
Other (specify) GAS CIG MISC	150,000	
Total Gross Monthly Revenue	194,000	

7. Explain how the issuance of this license will benefit the City: IT WILL INCREASE THE SALES OF THE

PREMISES WHICH WILL RESULT INTO HIGHER ASSESSED VALUE OF PROPERTY AND CITY OF KENOSHA WILL GET HIGHER PROPERTY TAXES.

8. List other factors the Common Council should consider: PEOPLE/NEIGHBORHOOD ARE REQUESTING/DEMANDING

LIQUOR/WINE AT THIS STORE FOR A WHILE. IF LICENSE IS APPROVED IT WILL PROVIDE THEM A GREAT CONVENIENCE & ONE STOP SHOPPING EXPERIENCE.

Applicant Signature X Himmat Singh

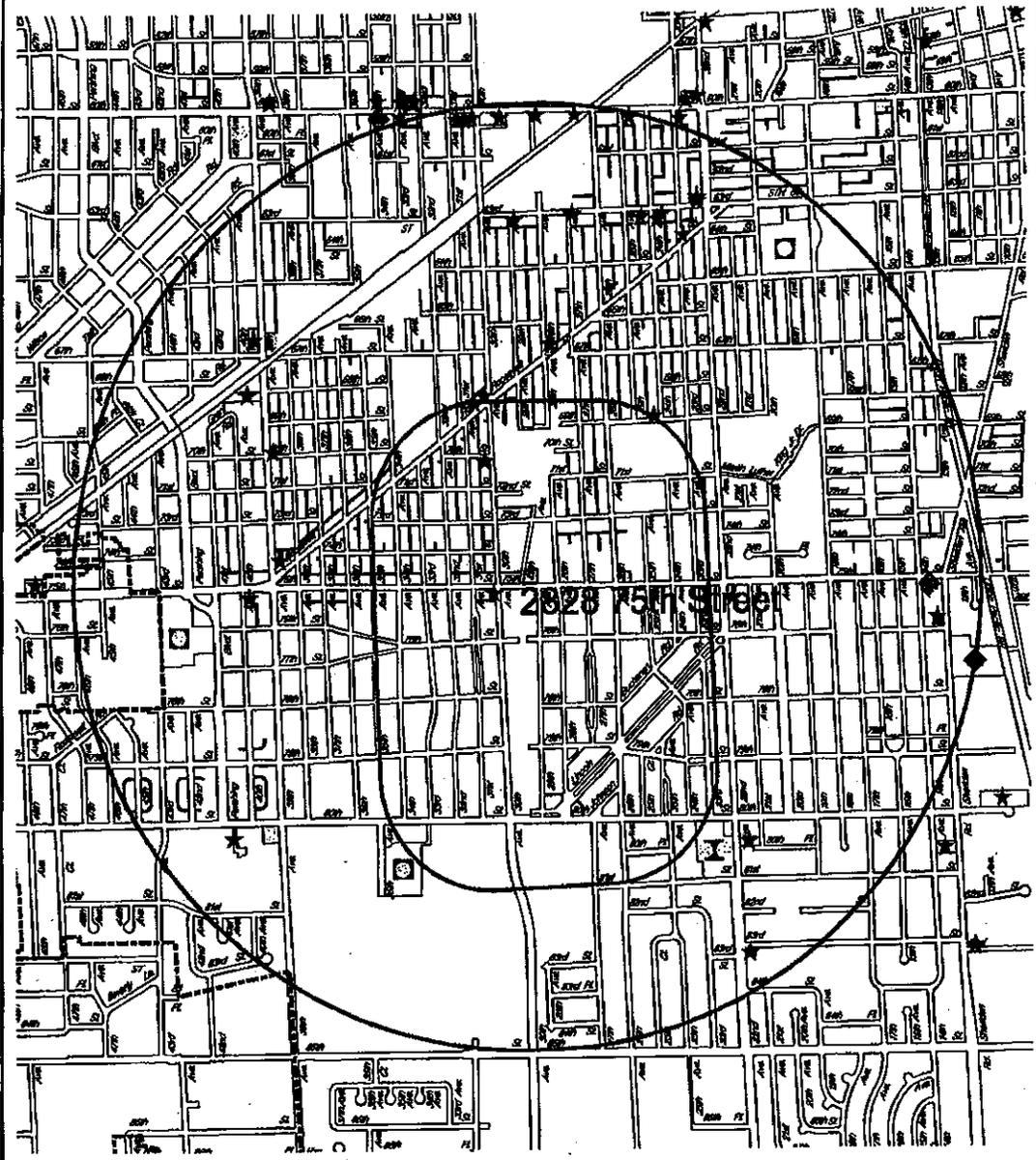
FOR OFFICE USE ONLY

Within 5,280 feet of the premises: Class "B" Beer only _____ "Class A" and "Class B" (Liquor) in residential district _____

"Class A" and "Class B" (Liquor) in business district _____ Class "A" Beer _____ "Class C" Wine _____

City of Kenosha

Class "A" Retail Beer Application
2828 75th Street



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

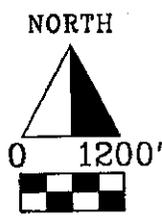
———— 5,280 ft from Applicant

5,280 ft Radius	Zoning Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	1	0
Business Districts	13	5	2	30	2
Other Districts	0	0	0	0	0

———— 6 blocks from Applicant

6 Block Radius	Zoning Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	0	3	0
Other Districts	0	0	0	0	0

----- Municipal Boundary



DCD - City Clerk - MH - DSH - 5-26-2010 - mc

City of Kenosha

Class "A" Retail Beer Application
2828 75th Street



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

Note: Residential Districts are not colored.

Note: Business Districts are colored as follows: [shaded boxes]

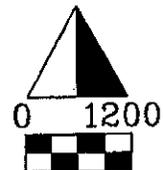
—— 5,280 ft from Applicant

—— 6 Block from Applicant

	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	13	6	2	30	2
Other Districts	0	0	0	0	0

	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	5	2	0	3	0
Other Districts	0	0	0	0	0

NORTH



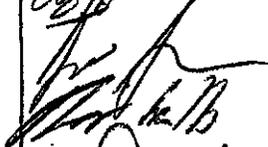
----- Municipal Boundary

DCD ~ City Clerk ~ MH ~ DSH ~ 5-26-2010 ~ mc

PARTITION

Would like to see a Seprate biqure store at this location?

NO	PRINT NAME	ADDRESS	SIGNATUR
1	Sandy Beach	7538 24 th Ave Kenosha 53143	Sandy Beach
2	JOHN R. BLEASHKA	3506 75 ST	John R. Bleashka
3	DONNA BRNAK	7318 28 th Ave	Donna Brnak
4	HERMAN Beckman	7536 26 th Ave	Herman Beckman
5	Kyle Turdock	5104 10 th place Kenosha WI	Kyle Turdock
6	Ricky Cornell	2724 27 th st	Ricky Cornell
7	Sherry Schwarz	7210 34 th Ave Kenosha WI 53142	Sherry Schwarz
8	Jennifer Sobey	7432 27 th Ave Kenosha	Jennifer Sobey
9	Lorena Rodriguez	7420 28 th Ave Kenosha	Lorena Rodriguez
10	Ronela Kelley	7936 30 th Ave Kenosha	Ronela Kelley
11	Tammy Kimlin	7936 30 th Ave Kenosha	Tammy Kimlin
12	Nicole Bernhoff	7407 28 th Ave	Nicole Bernhoff
13	Janice Nichols	7625 37 Ave	Janice Nichols
14	Heather Hubler	3523 Roosevelt	Heather Hubler
15	Lizabelle Vanderweide	7107 31 st ave	Lizabelle Vanderweide
16	Martha Bates	7208 30 th ave	Martha Bates
17	Wayne Papp	2921 - 72 ST	Wayne Papp
18	Craig A Schuler	2325 28 Ave Kenosha	Craig A Schuler
19	Matt Reinemann	2221 74 th street Kenosha 53143	Matt Reinemann
20	Steve Hawkins	7320 - 28 th Ave	Steve Hawkins
21	Frank Decharia	7802 30 th Ave	Frank Decharia
22	James Kirk	7301-31 st Ave	James Kirk
23	Kathleen Koptan	7121 21st Ave	Kathleen Koptan

NO	NAME PRINT	ADDRESS	SIGNATURE
24	PAUL TROMBINO	3020-75	Paul Trombino
25	Scott Hansen	7602 29th ave	
26	Kelly Staylor	7334 28th AVE	Kelly Staylor
27	Jon McElvany	1817 104th Ave	Jon McElvany
28	Sergio Rojas	2801 75th Ave	Sergio Rojas
29	Joe Ramirez	6118 43rd Ave	
30	Joseph Bennett	3403 75th Street	Joseph Bennett
31	LUCE MC-11	7903 32nd ave	
32	ERIK CARLSON	3706-70th STREET	Erik Carlson
33	Kenneth A Gwozdzi	7410 23rd AVE	Kenneth A Gwozdzi
34	Cory Johnson	7121 21st Ave	
35	John Johnson	7121 21st Ave	
36	Dan Wells	6514 30th ave	
37	Dustin Koetz	7521 34th Ave	Dustin Koetz
38	Jon Prodzko	6814 23rd AVE	Jon Prodzko
39	Karen Lee	7212-31st AVE	Karen Lee
40	Dan Wells	7816 30th AVE	Dan Wells
41	DAVID KIRSCH	5406-39th ST	David Kirsch
42	Chris Mame	7607-30 Ave	Chris Mame
43	Paul F. Dietz	7217 St Helen	Paul F. Dietz
44	Connie Van Wier	7000-43rd Ave	Connie Van Wier
45	Phil Penn	16650 Mussel Rd	Phil Penn
...	Mark Murrell	7211-32nd Ave	Mark Murrell
...	David Bennett	7000-31st	David Bennett
...		7024-41st AVE	David Bennett

49 Patoyk Cypulde (1224)

67th Kenosha
S3143

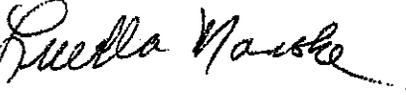
S.No.

Name

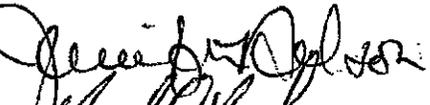
Address

Sign

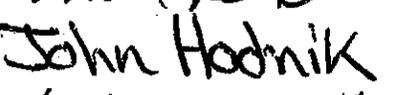
50. Rick Rosenthal 7413 - 27th Ave 

51. Ruella Manske 7324 31 Ave 

52. John Fernandez 7022 31st Ave

53. Jennifer DeLeon 4373-28 Ave 

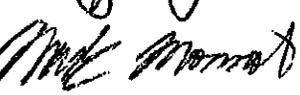
54. Michael L Sebena 7403 - 32 Ave

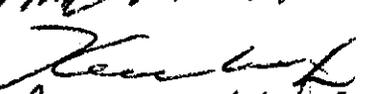
55. ~~John~~ 2715-70th 

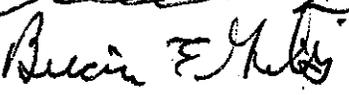
56. ~~Ed~~ 7103 18th Ave

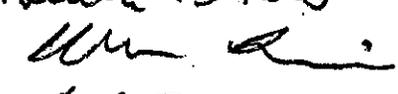
57. Johnny Thomas 2932 73rd St. 

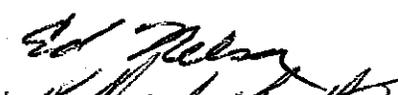
58. Jessi DeLeon 4819 8th St.

59. Mark Morant 365 - K St 

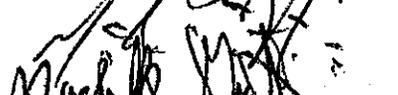
60. Zen Walker 7413 31st Ave 

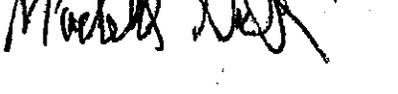
61. Brian Ellis 5419 37th Ave 

62. MARK LISIECKI 7303 28th Ave 

63. Ed Nelson 7803-32nd Ave 

64. HEITLA BROTHEN 7207-31st Ave 

65. ~~Michelle~~ 6731 24th Ave 

66. Michelle Greb 7217 34 Ave 

67.

68.

69.

70.

**KENOSHA POLICE DEPARTMENT
M E M O R A N D U M**

DATE : JULY 13, 2010
TO : CITY CLERK MIKE HIGGINS
FROM : ASSISTANT CHIEF WILLIAM BRYDGES
SUBJECT : CLASS "A" LIQUOR LICENSE
NO ADVERSE RECOMMENDATIONS

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

AGENT HIMMAT S. GILL, DOB 01/28/58
OTHER JASJEET SINGH, DOB 04-14-65
TRADE NAME AMERICAN GAS
PREMISE ADDRESS 2828-75TH STREET

For your information.

Assistant Chief William Brydges
ASSISTANT CHIEF WILLIAM BRYDGES
WB:ka

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW "CLASS A" RETAIL LIQUOR LICENSE**

1. Applicant Name Dilip V. Prajapati

2. Business Name ONE STOP GROCERY

3. Property Information
a. Address 6525 26th Ave b. Owner Veji T. Prajapati

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

d. Square footage of building 1,620 (APPROX) e. Assessed value of property \$ 81,000

f. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 5,000

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

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

5. Is Premises physically closed to customers during the hours that the sale of "Class A" Liquor beverages are not permitted. Yes No

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.

Product	Gross Monthly Revenue	Basis for Estimates
Beer	\$ 3,000.00 (APPROX.)	Actual sales
Liquor (including wine)	\$ 5,000.00	Forecasted sales
Food	\$ 5,486.68	Actual sales
Other (specify)	\$ 8,486.68	Actual sales
Total Gross Monthly Revenue	\$ 21,973.36	

7. Explain how the issuance of this license will benefit the City: See attached Supplement.

8. List other factors the Common Council should consider: See attached Supplement.

Applicant Signature Dilip V. Prajapati

FOR OFFICE USE ONLY

Within 5,280 feet of the premises: Class "B" Beer only _____ "Class A" and "Class B" (Liquor) in residential district _____

"Class A" and "Class B" (Liquor) in business district _____ Class "A" Beer _____ "Class C" Wine _____

Supplemental Information to Application
For A New Class A Retail Liquor License

Applicant Name: Dilip V. Prajapati
Business Name: One Stop Grocery
Address: 6525 - 26th Avenue, Kenosha, WI
Owner: Dilip V. Prajapati

7. Explain how the issuance of this license will benefit the City, and
8. List the factors Common Council should consider:

Mr. Dilip V. Prajapati has owned and operated this neighborhood family grocery store for the past decade with an excellent record. Mr. Prajapati has been able to employ 2 full time and 2 part time employees, who reside in the neighborhood surrounding the One Stop Grocery. By increasing his business by selling liquor (including wine), Mr. Prajapati is going to be able to hire at least two more employees from the neighborhood as his overall sales of food, and other goods, along with liquor and wine will increase.

Mr. Prajapati mainly services the residents that live and work around his neighborhood store. He provides a safe and clean environment, and has been commended by the City over the past years for doing so. He has received 100's of signed requests from patrons that support his request to offer the sale of liquor and wine in his store per the attached list.

Mr. Prajapati expects to dedicate approximately 1,000 square feet of shelf space for the sale of liquor and wine in his store. Moreover, he remains committed to his current store hours, which keeps the entire premises closed to customers during the hours that the sale of "Class A" liquor beverages are not permitted. He does so as his neighborhood customers have no desire to shop other than during normal business hours.

While there are other establishments in the neighborhood that sell beer and liquor, very few are family operated grocers that purely service the neighborhood the way Mr. Prajapati's does. He wishes to continue to remain a viable, small town grocer that customers and families know by name. By granting him a Class A Retail Liquor License, you will be continuing to support a local neighborhood family business.



**Concerned
Citizens
Coalition**

On Alcohol & Other Drug Abuse for Greater Kenosha

August 4, 2009

One Stop Grocery
6525 26th Avenue
Kenosha, WI 53143

To Whom It May Concern:

On July 18, 2009 an underage decoy attempted to purchase alcohol at One Stop Grocery as part of the alcohol compliance checks being performed by the Kenosha Police Department in collaboration with the Concerned Citizens Coalition's Drug Free Communities Support Program. I'm pleased to recognize One Stop Grocery for being in compliance with the law and not selling to the underage decoy. Thank you for upholding the law and doing your part to prevent underage drinking.

Please accept the enclosed Certificate of Compliance on behalf of the Kenosha Police Department and the Concerned Citizens Coalition's Drug Free Communities Support Program.

Yours truly,

Rachel Wyss
Project Coordinator
Drug Free Communities Support Program

KENOSHA APPLIANCE PARTS, INC.

2601 Roosevelt Road

KENOSHA, WISCONSIN 53143

(262) 657-7329

TO

Kenosha Council

DATE OF ORDER	REQ. NO.
SHIP TO	

6-25-10

*To Whom it may
concern,*

*I have no objection
to the city granting
a liquor license to
The One Stop Grocery
Store.*

*Jerry Paffob
Kenosha Appliance
Parts Inc.*

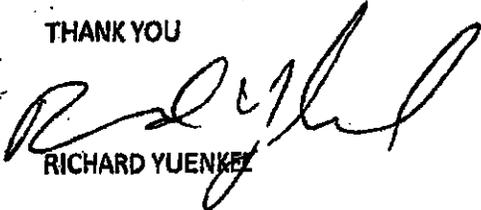
- 1. Please send _____ copies of our invoice.
- 2. Order is to be entered in accordance with prices, delivery and specifications shown above.
- 3. Notify us immediately if you are unable to ship as specified.

Authorized by _____

TO WHOM IT MAY CONCERN,

I, RICHARD YUENKE, HAVE BEEN A NEIGHBOR OF "ONE-STOP GROCERY" SINCE 2005. IN THAT TIME I HAVE EXPERIENCED NO PROBLEMS WITH THIS ESTABLISHMENT AND HAVE FOUND THEM TO BE VERY HARD WORKING, CLEAN AND DILIGENT IN RUNNING A BUSINESS WITH FEW PROBLEMS. AS WE ARE OPEN WELL INTO THE EVENING, WE HAVE NOT EXPERIENCED ANY PROBLEMS, DAY OR NIGHT, AND DO NOT FEEL THAT A LIQUOR LICENSE WOULD HAVE AN ADVERSE AFFECT ON THE NEIGHBORHOOD, BUT WOULD ALLOW "ONE-STOP" TO PROSPER.

THANK YOU



RICHARD YUENKE

6/28/10

FIRST STEP ACADEMY

6603 26 AVE

KENOSHA, WI

SOUTHPORT VACUUM
2603 ROOSEVELT RD.
KENOSHA, WI. 53143
262-652-8823

DATE: 06/13/10

To whom it may concern:

This letter is to state that we currently have no opposition to One Stop Grocery gaining a liquor license.

A handwritten signature in black ink, appearing to read "Michael Glaub". The signature is written in a cursive style with a large initial "M" and "G".

Michael Glaub, President

PITION FOR LIQUER LICENCE

ONE STOP GROCERY

8525 26th Ave, Kenosha, WI 53143

PHONE 5
JF

NAME	ADDRESS	PHONE
1. Guadalupe Garcia	7801 82 nd Ave Pleasant	
2. [unclear]	2104-64 th St	
3. Doris Beaman	6716-82 nd Ave	262-51
4. [unclear]	1805 56 th St	652-6
5. Shawn Fisher	6324 24 th Ave	24730
6. Maurice Ford	676-8088	
7. S. [unclear]	1428 58 th St	
8. [unclear]	6106 26 th Ave	645-6
9. Bernard Thayer	6349 25 th Ave Kenosha, WI	
10. [unclear]	6735 21 st Ave	221-67
11. [unclear]		749-
12. [unclear]	6521 27 th Ave	623-19
13. [unclear]	6342 24 th Ave	202-611
14. Louis J. Deleme	2209 6 th St	662-9
15. Nelson [unclear]	6508 17 th Ave	267-22
16. Carman Ruera	2014 73 rd St	662-34
17. [unclear]	8022 24 th Ave	262-909
18. Mary [unclear]	8752 36 th Ave Kenosha	262-942
19. [unclear]	1717-23 rd Ave	
20. Lisa [unclear]	1406 16 th Ave #202 Kenosha	262-
21. [unclear]	1365 30 th Ave #102	662-7
22. [unclear]	6619 18 th Ave	662-6
23. [unclear]	5031 19 th Ave	214-7
24. [unclear]	5005 52 nd Ave	224-7
25. [unclear]	6605 26 th Ave	
26. [unclear]	1011 10 th St	
27. [unclear]	6662-22 nd Ave	
28. [unclear]	2514 Roosevelt Rd	262-34
29. [unclear]	5543-31 st Ave	652-25
30. [unclear]	6411 30 th Ave	262-1
31. [unclear]	6627 21 st Ave	662-65
32. [unclear]	2516 71 st St Kenosha	662-23
33. [unclear]	6830-26 th Ave Kenosha	662-65
34. [unclear]	6614 25 th Ave Kenosha	662-705
35. [unclear]	6728 1/2 25 th Ave	262-94
36. [unclear]	5411 50 th Ave	262-97

PITION FOR LIQUER LICENCE

ONE STOP GROCERY

8525 26th Ave, Kenosha, WI 53148

NAME	ADDRESS	PHONE
1. Guadalupe Garcia	7801 82 nd Ave Pleasant	
2. John D.	2004 - 64 th St	
3. Donk Beaman	6716 - 82 nd Ave	262-515-4086
4. Ray Ryan	1805 56 th St	652-6266
5. Shawn O'Flaherty	6324 24 th Ave	247304147
6. Maurice Ford	676 - 808 th St	
7. S. Krasinski	1428 8 th St	
8. Edward Wilson	6606 26 th Ave	645-6221
9. Bernard Hayes	6849 25 th Ave Kenosha, WI	
10. John G.	6735 21 st Ave	921-6764
11. Joseph Burdick		748-2509
12. Charles W. ...	6521 27 th Ave	623-1963
13. Brian ...	6342 24 th Ave	262-6716-1081
14. Louis S. Deane	2209 6 th St	62930-8767
15. Nelson ...	6508 17 th Ave	262-221246
16. Carmen Ruera	2014 78 rd St	62-344-6717
17. John ...	8022 24 th Ave	262-909-4518
18. John ...	8752 36 th Ave Kenosha	262-942-1814
19. John ...	1717 - 23 rd Ave	
20. Lisa Mergansen	1406 16 th Ave #202 Kenosha	262-960-5877
21. John ...	1365 30 th Ave #102	627-705-5209
22. John ...	6619 18 th St	62-654-6933
23. John ...	5031 19 th Ave	214-730-3898
24. John ...	5005 52 nd Ave	224-730-3928
25. John ...	6605 - 26 th Ave	
26. John ...	1011 10 th St	
27. John ...	6662 - 22 nd Ave	
28. John ...	2514 Roosevelt Rd	262(344) 7803
29. John ...	9543 - 31 st Ave	652-2578
30. John ...	6411 32 nd Ave Ave	262-705-4019
31. John ...	1827 21 st Ave	62-65-3906
32. John ...	2516 71 st St Kenosha	62-737-4339
33. John ...	6830 - 26 th Ave Kenosha	62-657-3567
34. John ...	6614 - 28 Ave Kenosha	62-705-2665
35. John ...	6728 1/2 25 th Ave	262-945-2537
36. John ...	5411 50 th Ave	262-9705-2428

PITION FOR LIQUER LICENCE

ONE STOP GROCERY

6525 26th Ave, Kenosha, WI 53143

NAME	ADDRESS	PHONE
1 Jose Ramirez	6800 23 Ave	262-764-3185
2 Luis Rodriguez	4411 86th Pl	262-694-4901
3 Luis Rodriguez	1925 65th St	262-620-4992
4 Marie Thomas	2701 67th St	262-919-1011
5 Josephine	4859 27th	262-553-9125
6 Josephine	237 65th St	262-676-3680
7 Josephine	6837 29th Ave Upper	262-605-1380
8 David A. Cope	6821-22nd Ave	262-654-8576
9 Stephanie McMillan	6026 20th Ave.	262-960-9029
10 Tracy Bush	6011 29th Ave	262-220-1100
11 Tracy Bush	8512 24th	815-5355
12 Amanda Armer	6915 26th	414-6682
13 Juan Luis Villagas	6511 24th Ave #7	262-748-2311
14 Alfreda Bellinger	7020 26th Ave	262-764-4134
15 Keri C. Venn	8705 2nd Ave	
16 Stephanie	7020 26th Ave	662-220-5150
17 Megan Schnors	8075th 50th Ave	(262) 815-2788
18 SAJANOM	2620 30th Ave unit 40	262-344-1065
19 Tiffani Cost	6511 24th Ave	262-605-3965
20 Jorge Arizmerdi	6618 26th Ave	262-407-8562
21 Linda Rogers	6500 26th	262-765-1120
22 Luis	1615 60th Apt 37	657-5423
23 Nicholas Daniel	5811 19th Ave	652-7147
24 Cecilia Velalobos	6824 23rd Ave	657-1656
25 Brian Smith	60615 24th Ave	262-865-3237
26 Hill	10000-23rd Ave	262-6106
27 Hill	1007 E 13E	221-3154
28 Juan Villagas	6611 22nd Ave	262-822-6704
29 Bob Walsh	2719-66th	262-654-9919
30 Mike Adams	11313 Lake Shore Dr	738-2828
31 Rachel Gladys	6620 26th Ave	85-0597
32 Dale Schaefer	2609 Roswell Rd	64-2358
33 Betty Brown	2214 66th St	817-532-0063
34 Tony Costa	6507	262-4759

PITITION FOR LIQUER LICENCE

ONE STOP GROCERY

6525 26th Ave, Kenosha, WI 53143

NAME	ADDRESS	PHONE #
1 Daniel Johnson	6837 Sheridan Rd	(262) 765-8407
2 Lisa Kubla	6822 23rd Ave	262-764-3185
3 Emanuel	6709 24th Ave	(262) 620-5067
4 Guillermo S. Dominguez	6502 64 Ave Ken	(262) 945-7500
5 Eddie Wright	6603-24th Ave Ken	262-818-2295
6 Tammy D. Hiner	6726 1/2 25th Ave	262-676-3213
7 Gabriel J. Kelly	262 676 4640	6702 26 Ave
8 Chris Moku	262 705-7065	
9 Drew Brown	657024	6720 24
10	6211 39th Ave	262 358-8085
11	6211 39th Ave	
12	1602 75th Ave Kenosha	(312) 419-0844
13	5725-03rd Ave Kenosha	262-529-1111
14	6418-23rd Ave	262-654-1291
15	6715 27th Ave	
16	10331 78th Ave	262-653-1489
17	1126-161st	262-515-1339
18	26 Ave	
19	1117 62nd St	
20	5224 28th Ave	262-344-0825
21	6009 24th Ave	262-344-6631
22	672615 MV	
23	1470 Wisconsin Ave	262-880-7406
24	6925 24th Ave	262-880-0528
25	6609 24th Ave	
26		
27	6730 70th Ave	262-4-7277
28	6128 76th Ave	748-3686
29	2510 66th Ave	(262) 822-5945
30		
31		
32	6415-28th Ave	262-344-1891
33	2219 66th St	
34	6807 24th Ave	262-746-5386
35	745 S. Brookvale	715-250-8836
	Wagon 95 Ave	262-988-4710

PITITION FOR LIQUER LICENCE

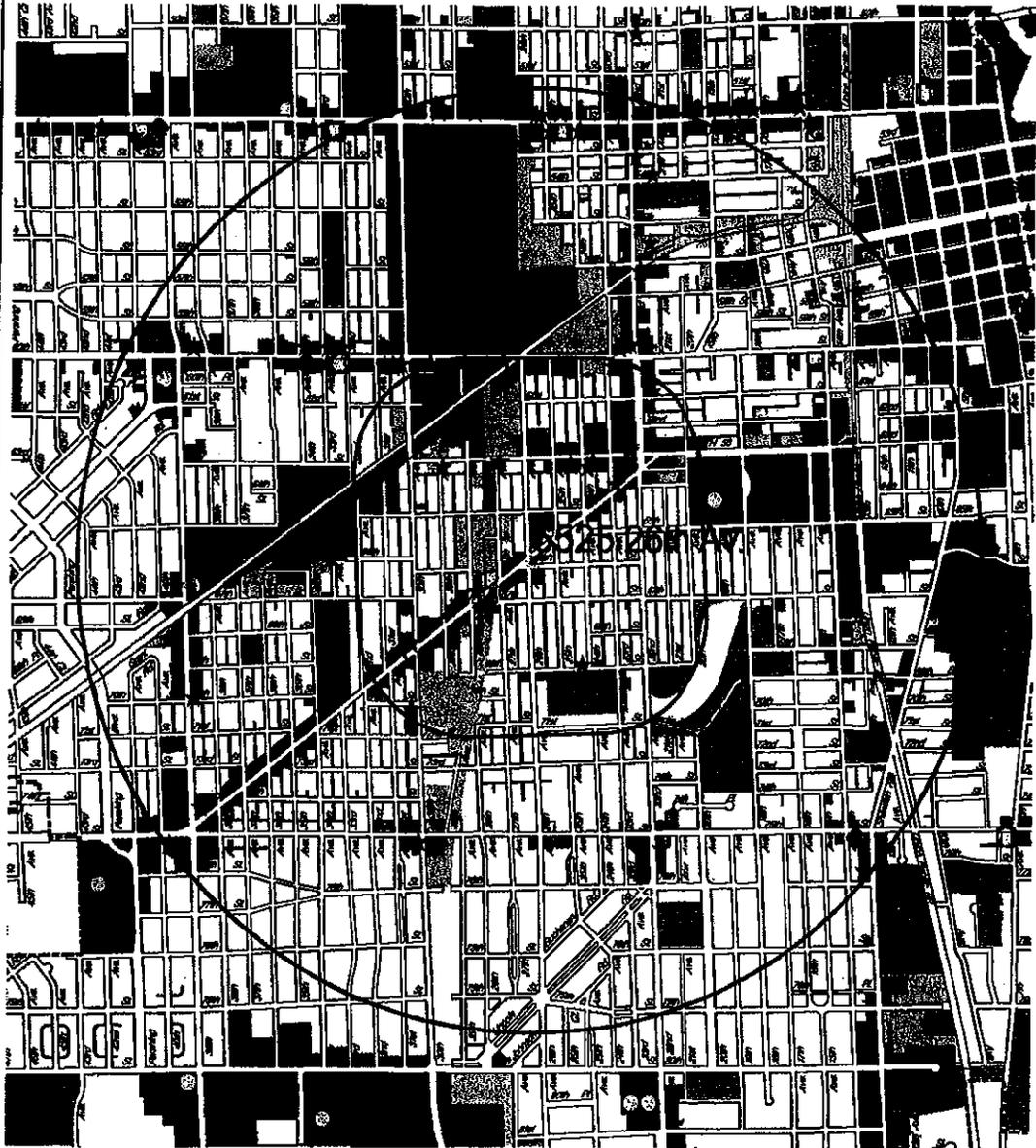
ONE STOP GROCERY

6525 26th Ave, Kenosha, WI 53149

NAME	ADDRESS	PHONE'S
1 Sheri Dreyer	6402-26th Ave	(262) 435-1711
2 Jack (Red)	1503 6th St	308-3734
3 Christina Gomez	6720-26th Ave	909 652 3721
4 Harlanda	6720 26th Ave	847 730 9429
5 Brian Bonn	2618-7382	212-417-2713
6 Erika Torres	22nd 66th St	817-532-0041
7 Ruth Beck	17th Ave	212 220 6771
8 Kacie Buege		212-945-7777
9 V. Sencos	9304 62nd Street	82-201-6571
10 M. McEachern	3030 39th Ave	712-378-6706
11 Cynthia Henithone	1312 10th St	218-620-4893
12 Elizabeth Edwards	6666-14th Ave	362-658-3256
13 Cathy Moore	6662 24th Ave	705-8509
14 Erica Foster	Wille 22nd Ave.	217-359-0360
15	6610 66th	62-657100
16 Tisha Sullivan	1108 72nd St	212-764-0195
17	6802-20th	212-415-4894
18	82nd 25th St	232 402-9012
19 Lu Stewart	3109 Five mile	262-721-7059
20 Dean Goko	4826 16th Ave	212 620 9130
21 Robert La Rossa	75233 Ingleside	
22 Jerry Allard	6706 25th Ave	
23	2917 63rd St	(212) 484-6110
24 Maria Costanzo	10524 25th Ave.	(212) 818-1902
25 Kenneth Wheeler	2020 65th St	(212) 344-0111
26 Robert (Red)	6402 10th Ave	517-5534
27 Michelle Stank	6902-26th Ave	7523727
28 Dominique Smith	6818 16th Ave	
29 Gary Simpson	2006-35th St	308-0954
30 Mary Hall	2615-63rd St	
31 Alvin Ebb	7418 23rd Ave	212 515 1103
32		
33		
34		
35		
36		

City of Kenosha

"Class A" Retail Liquor Application
6525 26th Avenue



Class "A"
 "Class A"
 Class "B"
 Class "B" & "Class B"
 "Class C"

Note: Residential Districts are not colored.
 Note: Business Districts are colored as follows:

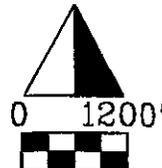
5,280 ft from Applicant

	Class "A"	"Class A"	Class "B"	Class "B"	"Class C"
5,280 ft Radius					
Residential Districts	0	0	0	2	0
Business Districts	13	3	2	49	1
Other Districts	0	0	0	0	0

6 blocks from Applicant

	Class "A"	"Class A"	Class "B"	Class "B"	"Class C"
6 Block Radius					
Residential Districts	0	0	0	1	0
Business Districts	4	1	0	17	0
Other Districts	0	0	0	0	0

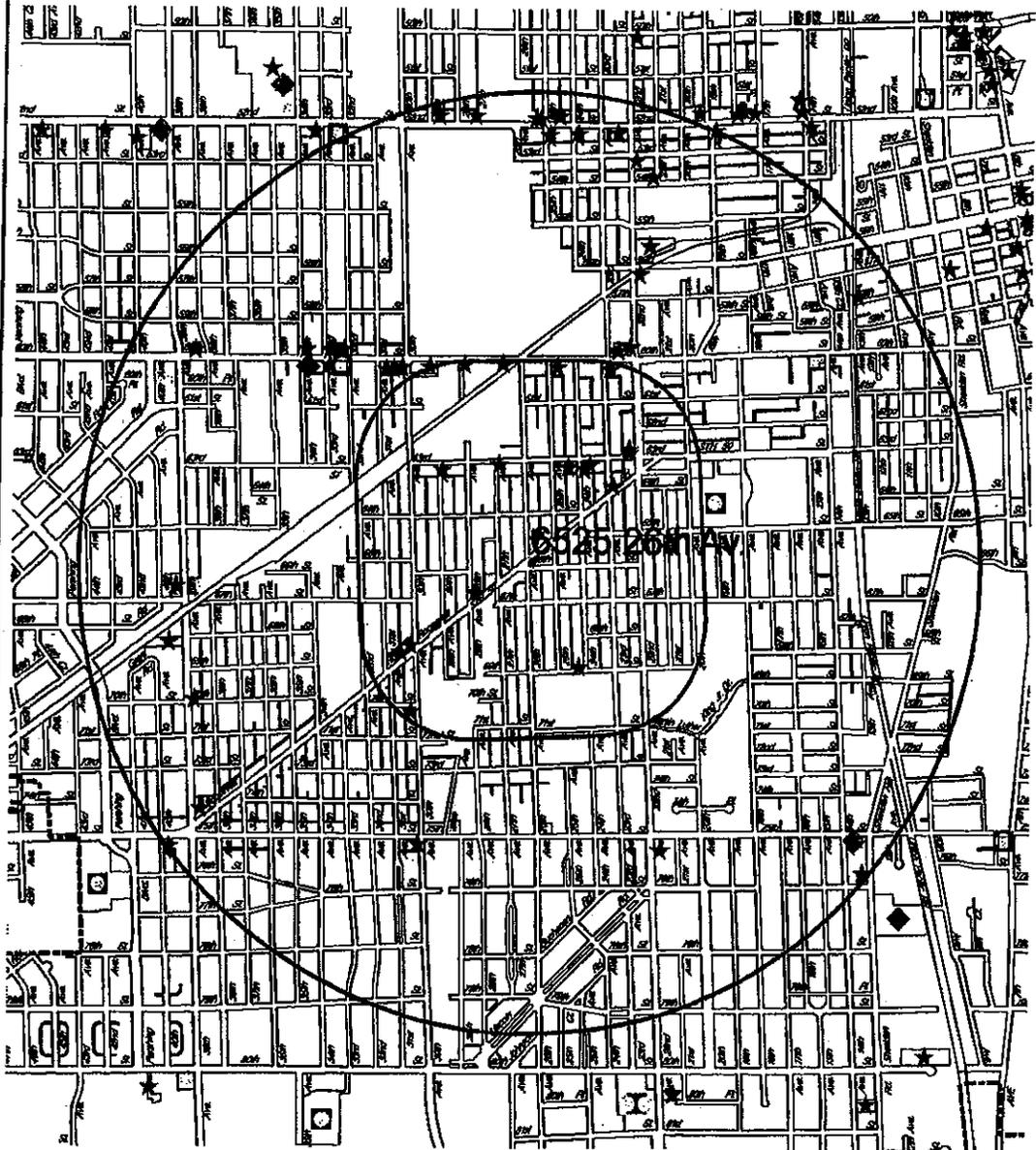
NORTH



DCD - City Clerk - MH - DSH - 6-28-2010 - mc

City of Kenosha

"Class A" Retail Liquor Application
6525 26th Avenue



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

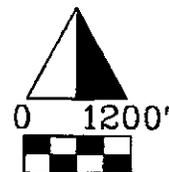
———— 5,280 ft from Applicant

5,280 ft Radius	5,280 ft from Applicant				
	"Class A"	"Class A"	"Class B"	"Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	13	3	2	49	1
Other Districts	0	0	0	0	0

———— 6 blocks from Applicant

6 Block Radius	6 blocks from Applicant				
	"Class A"	"Class A"	"Class B"	"Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	4	1	0	17	0
Other Districts	0	0	0	0	0

NORTH



DCD - City Clerk - MH - DSH - 5-26-2010 - mc

**KENOSHA POLICE DEPARTMENT
M E M O R A N D U M**

DATE : JULY 13, 2010
TO : CITY CLERK MIKE HIGGINS
FROM : ASSISTANT CHIEF WILLIAM BRYDGES
**SUBJECT : CLASS "A" LIQUOR LICENSE
NO ADVERSE RECOMMENDATIONS**

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

AGENT : DILIP V. PRAJAPATI, DOB 12-08-70
TRADE NAME : ONE STOP GROCERY
PREMISE ADDRESS : 6525-26TH AVENUE

For your information.

Assistant Chief William Brydges
ASSISTANT CHIEF WILLIAM BRYDGES
WB:ka

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
7/12/10	VALID	John F McCarten	11/23/63

Address of Applicant:	Business (where license is to be used):	Business Address:
5947 7th Ave Apt 2P		
License Number:N598		Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-05-06	OPERATING WHILE INTOXICATED	GUILTY	Y	25

City Attorney Recommendation:

Offense Demerit Points (above)	25
Were all Offenses Listed on Application?*	Y
Total Demerit Points	25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
7/15/10	VALID	Helena M Zbilut	3/3/89

Address of Applicant:	Business (where license is to be used):	Business Address:
5911 82nd Pl		

License Number: N596

Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-01-08	UNDERAGE LIQUOR VIOLATION	GUILTY	N	25

City Attorney Recommendation:

Offense Demerit Points (above)	25
Were all Offenses Listed on Application?*	N 25
Total Demerit Points	50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		
City Attorney Comments:			

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
6/25/10	VALID	Amanda N Stopa	11/30/83

Address of Applicant:	Business (where license is to be used):	Business Address:
1002 Washington		5145 Sheridan Rd
License Number: N594		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-10-05	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	25
01-29-10	RETAIL THEFT/INTENTIONALLY TAKE (<=\$2500)	GUILTY	Y	25

City Attorney Recommendation:

Offense Demerit Points (above)	50
Were all Offenses Listed on Application?*	Y
Total Demerit Points	50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
7/15/10	SUSPENDED	Allen E Portzen	12/31/84

Address of Applicant:	Business (where license is to be used):	Business Address:
5103 21st Ave	Johnny Midnights	5605 22nd Ave
License Number: N597		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-27-05	OPERATING WHILE SUSPENDED	GUILTY	Y	25
08-27-05	INTOXICANT IN VEHICLE-OPERATOR	GUILTY	Y	25
01-05-06	OPERATING WHILE SUSPENDED	GUILTY	Y	25
07-24-06	OPERATING WHILE SUSPENDED	GUILTY	Y	25
09-15-06	OPERATING WHILE SUSPENDED	GUILTY	Y	25
09-16-06	RESIST/OBSTRUCT OFFICER	GUILTY	Y	25
06-14-08	DC/PERSON	GUILTY	Y	25

City Attorney Recommendation:

Offense Demerit Points (above)	175
Were all Offenses Listed on Application?*	Y
Total Demerit Points	175

*Offense not listed = 25 demerit points.

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

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
6/14/10	VALID	Chance R Bringman	6/16/80

Address of Applicant:	Business (where license is to be used):	Business Address:
4434 47th St	Mr G's Lounge	3214 60th St
License Number: N459		Expiration Date: 6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-15-07	OPERATING WHILE SUSPENDED	GUILTY	Y	25
11-02-07	OPERATING WHILE SUSPENDED	GUILTY	Y	25
04-01-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
04-14-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
04-19-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
05-05-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
05-15-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
06-03-08	OPERATING WHILE SUSPENDED	GUILTY	Y	25
01-10-09	OPERATING AFTER REVOCATION	GUILTY	Y	25
02-02-09	OPERATING AFTER REVOCATION	GUILTY	Y	25
11-15-09	OPERATING WHILE SUSPENDED	GUILTY	Y	25

City Attorney Recommendation:

Offense Demerit Points (above)	275
Were all Offenses Listed on Application?*	Y
Total Demerit Points	275

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
7/20/10	VALID	Kelley M Eccarius	6/13/80

Address of Applicant:	Business (where license is to be used):	Business Address:
7207 16th Ave		

License Number: N45

Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-06-08	SPEEDING INTERMEDIATE	GUILTY	Y	40

City Attorney Recommendation:

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

*Offense not listed = 25 demerit points.

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

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
5/7/10	VALID	Terrence O'Bannon	7/31/85

Address of Applicant:	Business (where license is to be used):	Business Address:
1104 58th St Lower Unit		

License Number: N22

Expiration Date: 4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	APPLICANT HAS A FELONY RECORD IN ILLINOIS REF WEAPON CHARGE		Y	100
05/30/10	DRUG/POSSESS HARD DRUGS 2010CM823 MISD.		N	35
07/30/10	WEAPON/CCW 2010CM823 MISD.		N	25
03-15-10	SPEEDING 20-24 ↑ V418625	BOND FORFEITURE	Y	50
05/27/10	D.C. 2010FO708			25

City Attorney Recommendation:

Offense Demerit Points (above)	235
Were all Offenses Listed on Application?*	N 25
Total Demerit Points	260

*Offense not listed = 25 demerit points.

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

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

Complete Sections 1 - 8, sign on page 2. Clerk: submit to Neighborhood Services & Inspections Department (Room 100) for Preliminary Review

1. Name of Applicant: Mary Kavalauskas LLC
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 2315-52nd SE
3. Business Name: Span Kys Bar & Grill
4. Home Phone: 654-2016 Business Phone: 657-7883 E-mail _____
5. What type of activity is planned for the outdoor area? Dining & Drinking
6. A detailed map describing the outdoor area is required. Check here if map is attached.
7. Will a fence not less than four (4') feet high and no greater than six (6') feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises? Yes No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below. Waiver Criteria
 a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application". Check here if application is attached
8. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if the property is zoned as listed on the "request to change closing hours".
 Check here if a request to change the closing hours to this application is attached.

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

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

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

Distance from nearest single-family dwelling: 50' (+) Preliminary approval granted Yes No

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

By: P. Blis, Zoning Coordinator Inspection Date: CHECKED JUL 01 2000

9. Waiver Criteria:

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

Waiver 9a. Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: "Restaurant" means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

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

Waiver 9c. The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.*

Waiver 9d. The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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

Waiver attached Yes No

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

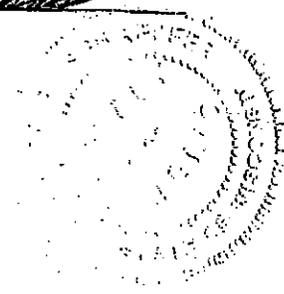
L. Karalaukas
(President/Partner/Individual)

Judith A. Karalaukas
(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 30 DAY OF June, 2010

Jerry B. Schuff
Notary Public, My commission expires 6-3-2012



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

Date Received 6/30/10 Council Date _____ Waiver Approved? _____
#Demerit Points _____*

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

FENCE WAIVER REQUEST/RESTAURANT
OUTDOOR EXTENSION
CITY ORDINANCE §10.075

Kavalas LLC
Licensee Name

Spandy's Bar & Grill
Trade Name

2325 5th St
Trade Address

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

[Signature]
(Individual/Partner/President of Corporation/Member of LLC)

[Signature]
(Partner/Secretary of Corporation/Member of LLC)



Subscribed to and Sworn to Before me
this 30 Day of June, 2010

[Signature]
Notary

My commission expires 6-3-2010

**OUTDOOR EXTENSION
CITY ORDINANCE §10.075**

REQUEST TO CHANGE CLOSING HOURS

Licensee Name KavalasKas. LLC

Trade Name Sparky's Bar + Grill

Trade Address 2325 52nd St

Applicant must obtain the following verification by the City Development Department prior to filing this request:

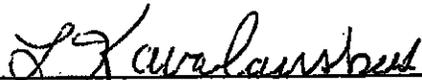
The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

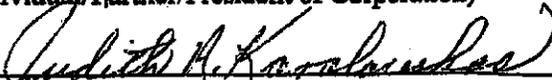
Signature: 

Title: Zoning Coordinator

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

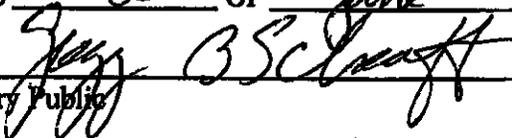
In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00.


(Individual/Partner/President of Corporation)


(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 30 OF June 2010


Notary Public

My commission expires 6-3-2012

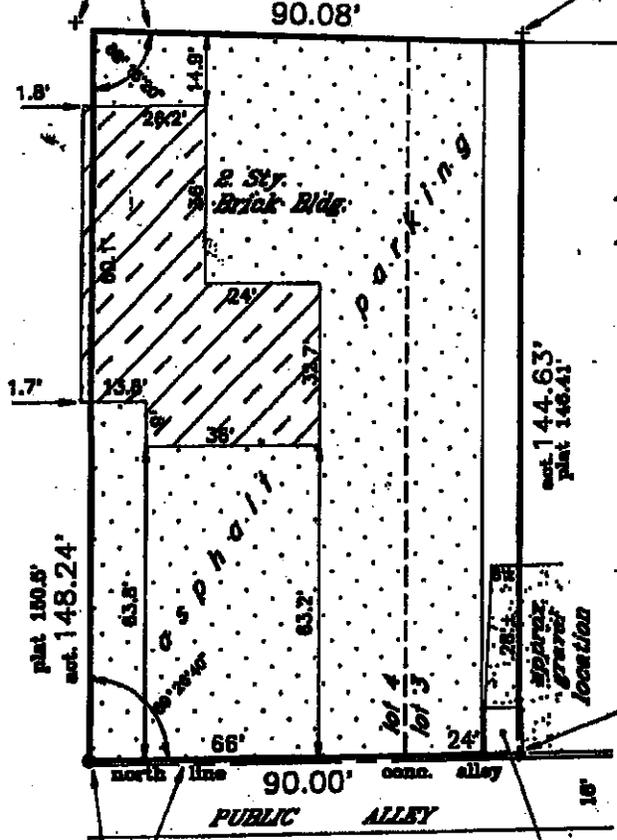
set chisel + cut
in conc. walk at
4.00' N. & 2.00' W.
of property corner

52nd Street

This street line is established at 32.0' north
from a straight line between American County
monuments located at the northeast and
northwest corners of the SE 1/4 of Section
36-2-22

set chisel + cut
in conc. walk at
2.00' north of
property corner

24th Avenue



Scale
1" = 30'

DETAIL

set chisel + cut
in concrete slab
for dumpster

10'
0.95'
0.71'
north line
conc. alley

set masonry nail
in asphalt at 0.90'
N. of N. edge conc.
alley & 2.90' E. of
E. edge back of walk

This alley line is established at 148.0'
north from the north line of 52nd St.

CONC. SLAB
"SEE DETAIL"

ADDRESS: 2325 - 52ND STREET

Refer to a current title report for a complete legal description and for easements or restrictions which may affect this site that are not shown on the recorded subdivision plat.

KENOSHA COUNTYWIDE SURVEYING, INC.
1120 80TH STREET
KENOSHA, WI.
53143



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

[Signature]
Reg. Land Surveyor
Jan. 26, 1988

Plat of Survey of
LOT 4 & W. 24' LOT 3 BLOCK 2 IN
BAIN'S SUBDIVISION
in SE 1/4 Section 36-2-22

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

-for-
Larry Kavalauskas



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

OUTDOOR EXTENSION
Zoning Review

SPANKY'S
2325 - 52nd Street

Aldermanic District: 7

Inspection Date: July 1, 2010

1. **PROPERTY SHALL NOT BE LOCATED WITHIN RESIDENTIALLY ZONED AREA**

Subject property is not located within an area zoned residential.

2. **PROPERTY SHALL NOT BE WITHIN 25' OF ANY SINGLE- FAMILY DWELLING ZONED RESIDENTIAL OR SAID RESIDENTIALLY ZONED PROPERTY IS OCCUPIED BY THE APPLICANT AND/OR HIS OR HER IMMEDIATE FAMILY**

Subject property is zoned B-2 (commercial). The proposed outdoor extension area abuts commercially-zoned (B-2) parcels, and is not within 25' of a single-family dwelling.

3. **A 4' to 6' HIGH FENCE SHALL SURROUND THE OUTDOOR AREA**

A 4' high picket fence is proposed to enclose the outdoor extension area.

The outdoor extension area shall consist of pre-existing paved areas on the north sector of the applicant's property. Photographs of the area to be utilized are attached.

Comment: Residential parcels situated south of the subject property are four-unit dwellings.

REVIEW CONDUCTED BY: Paula Date: 7/1/10

Paula Blise, Zoning Coordinator

:PAB

2325 - 52nd Street - Spanky's

OUTDOOR EXTENSION AREA PHOTOGRAPHS



**Outdoor Extension area - north sector
(from front edge of building to sidewalk area)**

The outdoor extension area will not encroach into the public right-of-way

Zoning Map (see next page)

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

Complete Sections 1 - 8, sign on page 2. Clerk: submit to Neighborhood Services & Inspections Department (Room 100) for Preliminary Review

Name of Applicant: Traci Peterson

2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 2425 60th Street

3. Business Name: Hatrix

4. Home Phone: 262-496-5306 Business Phone: 262-654-8779 E-mail: hatrix2425@yahoo.com

5. What type of activity is planned for the outdoor area? SMOKING + DRINKING

6. A detailed map describing the outdoor area is required. Check here if map is attached.

7. Will a fence not less than four (4') feet high and no greater than six (6') feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises? Yes No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below "Waiver Criteria"
a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application". Check here if application is attached

8. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if the property is zoned as listed on the "request to change closing hours".
 Check here if a request to change the closing hours to this application is attached.

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

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

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

Distance from nearest single-family dwelling: 50+ Preliminary approval granted Yes No

Waiver Required? Yes No If yes, which waiver is required 9b 9c 9d 01/22/2010 3005

By: J Bluse Zoning Coordinator Inspection Date: 7-23-10

9. Waiver Criteria:

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

Waiver 9a Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: "Restaurant" means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter. N/A

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

Waiver 9c. The business is categorized as a restaurant as defined by Section 5.046 A.9. Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.

Waiver 9d. The outdoor area sought to be within the licensed premise is an Outdoor Dining Area authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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

Waiver attached Yes No

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

Walter Peterson

(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16 DAY OF July, 2010

Notary Public, My commission expires 4/19/2011

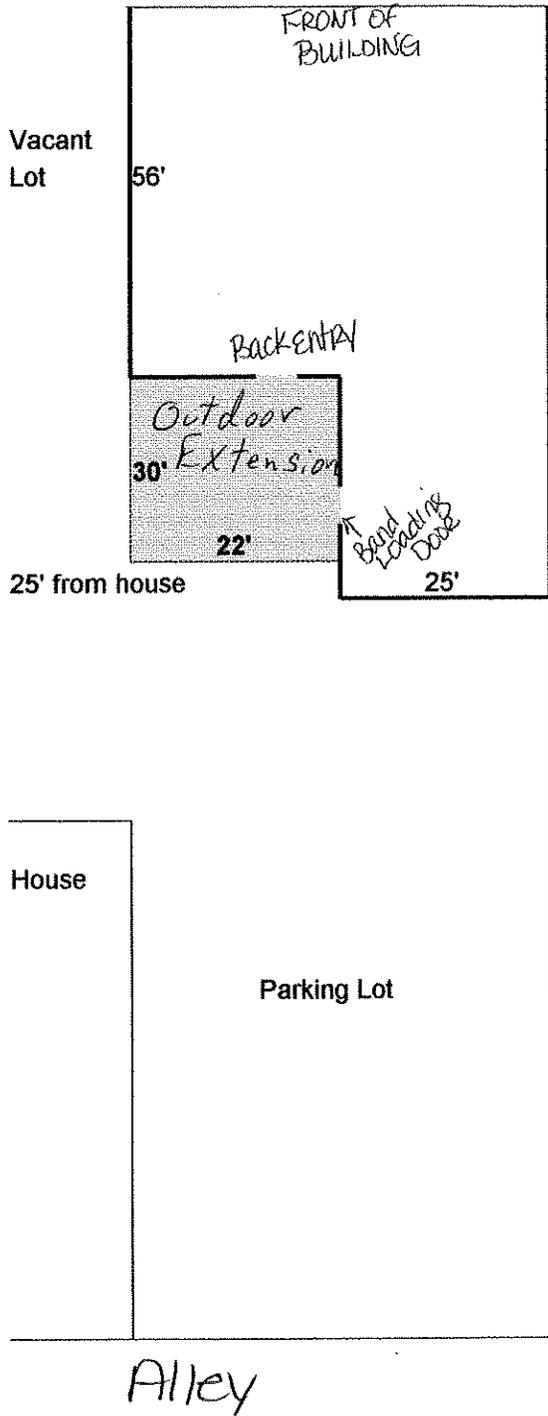
For Office Use Only - To be Completed by City Clerk Staff

Date Received 7/16/10 Council Date _____ Waiver Approved? _____

#Demerit Points *

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

60th St



20th Ave.

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS

Licensee Name Traci Peterson

Trade Name Hattrix

Trade Address 2425-60th St

Applicant must obtain the following verification by the Zoning Coordinator prior to filing this request:

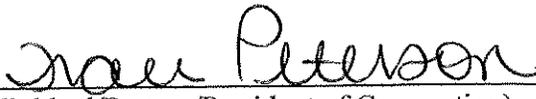
The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

Signature: 

Title: ZONING COORDINATOR, PAULA BLISE

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

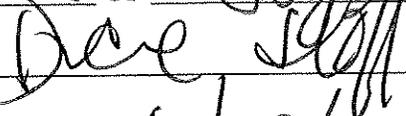
In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00.


(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 16 OF July 2010

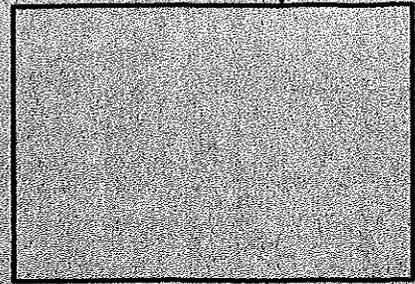

Notary Public

My commission expires 6/19/2011



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

Office Use Only:



**APPLICATION FOR
 OUTDOOR EXTENSION FENCE PERMIT**
 Permit Fee: \$60.00

Please **print** all information, with the exception of signatures.

This document must be legible or will be returned.

For commercial projects: You will be notified when your permit is ready; please do not submit payment with application.

Project Address 2425 60th St Kenosha, WI 53140

Owner Traci Peterson Contractor _____

Mailing Address 2104 74th St Keno Mailing Address _____

City Kenosha State WI Zip 53143 City _____ State _____ Zip _____

Phone (262) 496 5306 Phone (____) _____

Property Owner e-mail: hatrix2425@yahoo.com Contractor e-mail _____

Estimated Cost of Project \$ _____ Project Name (if commercial property) _____

Front Yard Fence Height 6 Fence Type: Split Rail Wrought Iron Vinyl Picket
 Note: Front yard fences shall be 50% open decorative fencing - Chain link and stockade fencing not permitted in front yards)

Rear Yard Fence Height 6 Side Yard Fence Height 6

Rear/Side Yard Fence Type: Solid Privacy Split Rail Wrought Iron Picket
 Chain Link Lattice Other vinyl

1. Property is a corner lot: Yes No
2. Will the fence be located adjacent to a sidewalk? Yes No A 6" setback from the public sidewalk is required.
3. Will the fence be located adjacent to a driveway, alley, or other vehicular roadway? Yes No
 (If yes, applicant agrees to maintain required vision clearance triangle areas)
4. Will the fence be closer than 3' in front of a door or window of a home? Yes No
 (If yes, a review by the Zoning Coordinator is required prior to issuance of permit)
5. Will the fence encroach within an easement area or area subject to other use restrictions? Yes No

Note: All fences shall be installed with the finished side facing the adjacent property or public right-of-way.

Fence height information is required on the reverse side of this application.

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

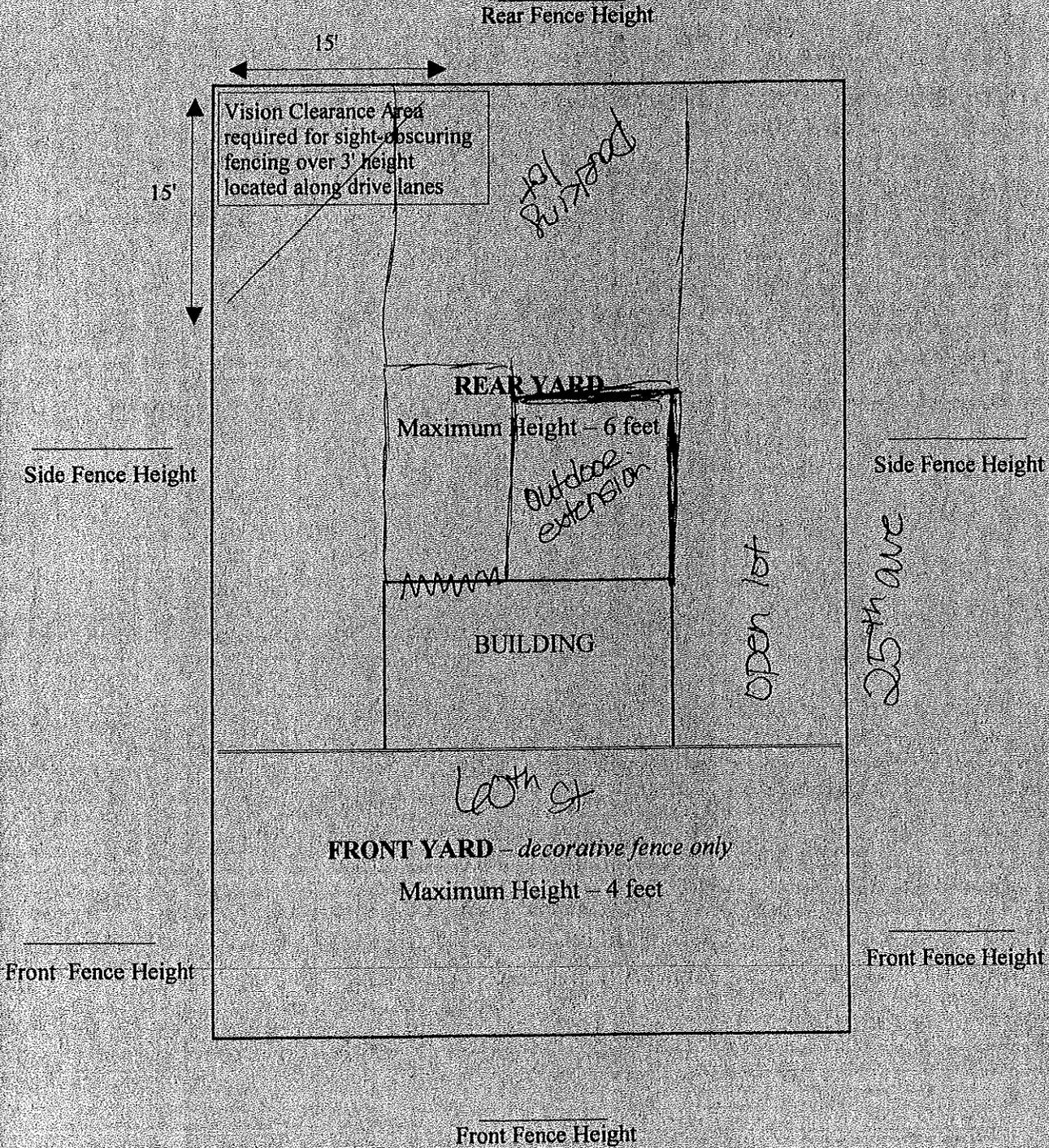
I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit, understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality, and, certify that all the above information is accurate. Fencing installed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

Applicant Signature Traci Peterson Date 7/21/10

APPLICATION FOR OUTDOOR EXTENSION FENCE PERMIT – Page Two

List fence height at proposed locations of fence installation: Example:

6'
Fence Height



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

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

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Please file permanent outdoor extension application accompanied by an outdoor dining area application. Does the outdoor area obstruct the public-right-of-way? Yes No
2. List date or dates (not to exceed three (3) days): August 31, 2010
3. Name of Applicant: Jean Campagna
4. Address of Retail "Class B", "Class C" and/or Class "B" premises 3001-60th St.
5. Business Name: Shooters Bar
6. Home Phone: (262) 654-3768 Business Phone: (262) 657-9073
7. What type of activity is planned for the outdoor area? Picnic
8. A detailed map describing the outdoor area is required. Check here if map is attached.

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

- a. Zoning Classification: B-2 (If zoned single-family residential, waiver required-choose #9b)
- b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling* Yes No (If no, waiver required-choose waiver #9a, or #9b)
**Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*
Distance from nearest single-family dwelling: _____ Preliminary approval granted Yes No
Waiver Required? Yes No If yes, which waiver is required 9a or 9b
By: _____, Zoning Coordinator Inspection Date: _____

9. Waiver Criteria:

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

- Waiver 9a. Premise is located wholly within an area zoned Institutional Park (IP).
- Waiver 9b. The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.*

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

Waiver attached Yes No

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

11. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application. Yes No

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

Don Canzano
(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 12th DAY OF July, 2010

Dave [Signature]
Notary Public, My commission expires 6/19/2011

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

Date Received 7/12/10 Does this application require Council to waive fence requirement (question 10)? _____
Council Date _____

#Demerit Points _____ *

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

30th -

Leach 6"

Get Door
extension

Leach 6"

Leach 6"

Alley

6
29
D
P

RECEIVED

JUL 19 2010

CITY OF KENOSHA
CITY CLERK - TREASURER

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS

Licensee Name Richard A. Smart Loyal Order of Moose Kenosha Lodge

Trade Name MOOSE CLUB, KENOSHA LODGE #286

Trade Address 3003 30th Ave., Kenosha, WI 53144

Applicant must obtain the following verification by the Zoning Coordinator prior to filing this request:

The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP. X

Signature: Paula Blise

Title: ZONING COORDINATOR, PAULA BLISE

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

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

Terry R. Nelson
(Individual/Partner/President of Corporation)

[Signature]
(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 18th OF July, 2010

[Signature]
Notary Public

My commission expires 12-26-2010

APPLICATION FOR OUTDOOR AREA AMPLIFIED MUSIC ONLY
CITY OF KENOSHA
LIMIT: TWO DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)*
(see reverse side for additional instructions regarding speedy approval process)

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

Type: 222 - TEAL

Fee: \$50.00/application (nonrefundable)

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

2. Business Name & Address Flints INN 4708-22nd Ave Kenosha, WI 53140

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

4. Applicant has not been issued a cabaret license, or applied for a cabaret license for this event, and has received an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section Section 10.075 E.2 amplified sound restriction (no live entertainment) Yes No **If answer is no, applicant does not qualify for waiver.**

5. Date(s) waiver is sought: Sat. Aug. 14th 2010

6. Hours of operation: 4:30pm to 10:00pm

7. Proposed purpose of waiver: Wedding reception - outdoor music, 2

Speakers.

Applicant's Signature Robert Verley Date: 7-13-10
(Licensee/Officer/Member/Manager/Partner/Individual)

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

Signature of District Alderman _____ Date _____

-or, if District Alderman is unavailable:

Member of Licensing/Permit Committee _____

To be completed by Clerk:
Date Received and Filed 7/13/10 Reported to Council/Granted _____ Issued _____ Initials _____

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

ORDINANCE NO. _____

**DRAFT 05.14.10
Amended 7.26.10
at PW meeting**

BY: PUBLIC WORKS COMMITTEE

**TO CREATE SUBSECTION 1.05 Q. OF THE CODE OF
GENERAL ORDINANCES, ENTITLED "ALDERMANIC
NOTICE"**

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

Section One: Subsection 1.05 Q. of the Code of General Ordinances for the City
of Kenosha, Wisconsin, is hereby created as follows:

1.06 Y. Aldermanic Notice. Whenever a City Board or Commission, or personnel authorized by the Board or Commission, has scheduled a public meeting, which is not a regularly scheduled meeting of the Board or Commission, separate aldermanic written notice shall be given by the Board or Commission to each alderperson at least 72 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. The written notice ~~may shall~~ be on paper ~~or~~ and in electronic ~~mail~~ (e-mail) format. ~~The affected alderperson(s) shall be required to give approval for their district.~~ Receipt shall be presumed upon delivery to the aldermanic mailbox located within City Hall or upon sending an electronic message to the alderperson's City issued e-mail account. The notice shall announce the time, place and subject matter of the meeting. "Public Meeting" means the convening of members of a City Board or Commission for the purpose of meeting with the public to discuss a topic which is subject to the responsibility, authority, or duties delegated to the department ~~for which a general invitation to unspecified attendees has been published or posted.~~

Section Two: This Ordinance shall become effective upon passage and
publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 05.14.10
Amended 7.26.10
at PW meeting

BY: PUBLIC WORKS COMMITTEE

**TO CREATE SUBSECTION 1.06 Y. OF THE CODE OF
GENERAL ORDINANCES, ENTITLED "ALDERMANIC
NOTICE"**

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

Section One: Subsection 1.06 Y. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

1.06 Y. Aldermanic Notice. Whenever a City Board or Commission, or personnel authorized by the Board or Commission, has scheduled a public meeting, which is not a regularly scheduled meeting of the Board or Commission, separate aldermanic written notice shall be given by the Board or Commission to each alderperson at least 72 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. The written notice ~~may shall~~ be on paper ~~or~~ and in electronic ~~mail~~ (e-mail) format. ~~The affected alderperson(s) shall be required to give approval for their district.~~ Receipt shall be presumed upon delivery to the aldermanic mailbox located within City Hall or upon sending an electronic message to the alderperson's City issued e-mail account. The notice shall announce the time, place and subject matter of the meeting. "Public Meeting" means the convening of members of a City Board or Commission for the purpose of meeting with the public to discuss a topic which is subject to the responsibility, authority, or duties delegated to the Board or Commission ~~for which a general invitation to unspecified attendees has been published or posted.~~

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

REDLINE VERSION
07.13.10

BY: ALDERPERSON JESSE L. DOWNING

**TO REPEAL AND RECREATE SUBSECTION 10.075 D.3. OF THE
CODE OF GENERAL ORDINANCES REGARDING FENCING
FOR OUTDOOR AREAS**

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

Section One: Subsection 10.075 D.3. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

D. Requirements.

3. There shall be a fence surrounding the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises. The fence shall not be less than forty-eight (48") inches high and not more than six (6') feet high. Any fence installed more than forty-eight (48) inches high shall be non-obscuring to permit a view of the outdoor area from the exterior. The Common Council, upon request, may waive that requirement where the licensed premises is operated as a restaurant within the meaning of ~~Chapter 125, Wisconsin Statutes~~ Section 5.046 A.10 of the Code of General Ordinances.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 06.14.10

BY: ALDERPERSON ANTHONY NUDO

TO CREATE SUBSECTION 7.126 B. 6. OF THE CODE OF GENERAL ORDINANCES ENTITLED 'OWNER" AND TO REPEAL AND RECREATE SUBSECTION 7.126 C. OF THE CODE OF GENERAL ORDINANCES, REGARDING 'PROHIBITION":

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

Section One: Subsection 7.126 B.6 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

6. "Owner" shall mean a person who holds the legal title of a vehicle, except that if the legal title is held by a secured party with the immediate right of possession of the vehicle vested in the debtor, the debtor is the Owner. Notwithstanding the foregoing with respect to a vehicle that is leased for a period of one year or more, the lessee of the vehicle.

Section Two: Subsection 7.126 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

C. Prohibition. It shall be unlawful ~~for any person for the "owner" of a nuisance motor vehicle, party, firm or corporation~~ to keep, place or store any "nuisance motor vehicle" or to perform "repair work" or "street repairs" upon any public thoroughfare, street or highway or upon any private or public property within the City in a manner inconsistent with this Ordinance.

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 7.12.10

BY: ALDERPERSON STEVE BOSTROM

TO CREATE SECTION 13.011 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF KENOSHA, WISCONSIN, ENTITLED “RECYCLING CENTER ACTIVITY LICENSE”

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

Section One: Section 13.011 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created.

A. Definitions

1. **Hazardous Waste:** has the meaning of the term used in 40 CFR §261.3 unless excluded in §261.4.
2. **Person:** person, firm, partnership, association, corporation, company, or organization of any kind.
3. **Recycling Center:** Place upon which Recycling Center Activity conducted by a Licensee under this section takes place.
4. **Recycling Center Activity:** The commercial collecting of Recycling-Center Material, storing of Recycling-Center-Material, or engaging in Recycling-Center-Material Processing.
5. **Recycling-Center Material:** Recycling-Center Metals, ~~or~~ batteries, [catalytic converters](#), [electronic scrap](#) [or stainless steel](#).
6. **Recycling-Center-Material Processing:** The crushing of metal items or the reduction of the volume of metal items by shredding, chipping, melting, or any other means.
7. **Recycling-Center Metal:** Aluminum, copper, tin, and all alloys of aluminum, copper, or tin provided that said alloys do not include gold, silver, platinum, palladium, iridium, rhodium, ruthenium, iron, arsenic, mercury, lead, cadmium, antimony, barium, beryllium, osmium, thallium, vanadium, chromium (IV), or radioactive metals.
8. **Recycling-Center Yard:** The exterior portions of any building associated with a Recycling Center Activity where Recycling-Center Materials are stored.

B. License Required.

1. **Licenses.** It shall be unlawful for any person to conduct Recycling Center Activity within the City, whether personally, by agents or employees, singly, or along with some other business or enterprises without first having obtained a license therefor from the Common Council in accordance with the provisions of this ordinance.

2. **Other Licenses and Permits.** A license issued hereunder shall not exempt the holder thereof from obtaining such other licenses and permits as may otherwise be required by the City or by any other governmental agency.

C. Application. An applicant for a license under this Ordinance shall file with the City Clerk a written application, which is true, correct and complete, signed by himself, if an individual, by all partners if a partnership, and by the president or chief officer of a corporation or other organization, upon forms provided by the City Clerk, together with a fee as hereinafter prescribed. The application shall be sworn to by each of its signers before a notary public or other officer authorized by law to administer oaths and shall include the following information or material:

a. Exact address or location of the place where the business is or is proposed to be carried on, plus a sketch of the actual premises to be used in connection with the business, giving distances in feet and showing fire lanes, property

lines, buildings, and abutting roads, particularly identifying the Recycling-Center Yard.

b. A description of the type of construction of any building and structure to be used in connection with the licensed business; a sketch showing the location of such buildings or structures on the business premises, with respect to their distance from roads and fire lanes and a diagram or plan giving distances and heights, showing floors, exits, entrances, windows, ventilators, and walls.

c. A description of any equipment or machinery which will be utilized to process Recycling Center Material and a description of motor vehicles which will be used to collect or haul Recycling Center Material in the operation of the licensed business, including their Vehicle Identification Number, and any D.M.V. or L.C. numbers, where applicable.

d. Such other information as is reasonably necessary to effectuate the purposes of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been complied with.

e. Proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of State law.

f. Proof of current registration of all motor vehicles to be used in the course of performing licensed activities.

g. A list of all persons who will operate motor vehicles in the course of performing licensed activities and proof of their possessing a valid and appropriate Wisconsin Driver's License.

D. Application Review. Upon receipt of any application, the City Clerk shall send copies thereof to the Department of Neighborhood Services and Inspections, Fire Department, Health Department and Police Department. The Department of Neighborhood Services and Inspections, Fire Department and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, as to whether the premises meet the requirements hereof, along with any other pertinent information. The Police Department shall report in writing, to the City Attorney, as to any police record of applicant which may reflect upon their good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation based thereon as to whether or not the license should be granted. Such reports shall be delivered to the City Clerk or clerk for the Committee on Licensing who, in turn, shall deliver them with the application, to the Committee on Licensing. Such Committee shall recommend to the Common Council either the granting or denial of the application or such other action as may be appropriate.

E. Fee

The annual fee for a Recycling Center Activity license is \$350, which shall not be pro-rated.

F. License Form. The Recycling Center Activity license shall bear the following language on its face: "IMPORTANT - This license applies only to the described premises approved by the Common Council and authorizes the Licensee to operate a Recycling Center Activity in a lawful place and manner only; it is not a substitute for any Certificate of Occupancy, Building Permit, Conditional Use Permit, or other licenses, certificates, or permits that might be required by law of the Licensee, and it does not relieve the Licensee of the responsibility of having all such required licenses, permits, or certificates at all times and of complying with all other laws, rules and regulations affecting the business premises."

G. Term/Renewal

1. The term for a Recycling Center Activity licensee is one year, from May 1 or the date of first issue through the ensuing April 30.

2. License renewal applications shall be the same as new license applications, except that Licensee's report of police record need only be updated.

3. Renewal applications must be filed with the City Clerk by March 15th in order to provide for continuous licensing.

H. Non-Transferability. Licenses are not transferable or assignable.

I. Corrections. Applicants and Licensees shall have the duty to amend and correct their application within ten (10) days of such time as any information stated therein is known by Applicant/Licensee to be untrue, incorrect or incomplete. No material change in personnel, scope of operation, or site of operation shall be effective without the advance approval thereof by the Common Council based upon a specific request for such approval.

J. Exemption. The following are exempted from the provisions of this section:

1. Fund raising efforts by not-for-profit organizations;
2. Community clean up efforts by not-for-profit organizations;
3. Community clean up efforts conducted under the auspices of state Adopt-a-Highway program;
4. Licensed scrap salvage dealers or licensed scrap salvage collectors when operating within the operational limitations of the respective licenses; and
5. The City.

K. General Operating Requirements.

1. Recycling Center Activity licensees. The following general operating requirements shall apply to all Recycling Center Activity licensees licensed in accordance with the provisions of this Section:

- a. The license issued pursuant to this Section shall be plainly displayed on the business premises.
- b. The Recycling-Center Yard shall, at all times be maintained in as clean, sanitary and neat of a condition as such premises will reasonably permit.
- c. An area which is not described in the approved license application shall not be used in the conduct of licensed business.
- d. No water shall be allowed to stand on the premises in such manner as to, in the opinion of the Health Administrator, constitutes a breeding place for insects or disease that may endanger health.
- e. Grass and other ground cover on the premises shall be kept at a height of not more than eight (8) inches. The premises shall be substantially free of noxious weeds.
- f. No garbage, refuse or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Health Administrator, rodentproof, and removed from the premises as often as is necessary to provide a sanitary environment, but at no less an interval than on a weekly basis.
- g. No Recycling Center Material which is stored on the premises shall be allowed to rest upon or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.
- h. Recycling Center Material on the premises, which is not stored in racks or containers, shall be stored in piles not exceeding ten feet (10') in height, at an angle of forty degrees (40°) or less from the ground, and shall be arranged so as to permit access to all such Recycling Center Material for firefighting purposes. Recycling Center Material which is stored in racks or containers shall not be stored at a height in excess of ten feet (10').
- i. No combustible material of any kind not necessary for the operation of the licensed business, whether within or without a building or structure, shall be kept on the premises, except with the written permission of the Fire Department. The premises shall not be allowed to become a fire hazard.
- j. Recycling Center Material may not be reduced in volume on the premises through the use of a any apparatus, without Licensee first obtaining a permission therefor from the Common Council which may be granted and issued only upon a showing by Licensee that such activity will be conducted in a manner which is safe and lawful and which will not injure the public health, safety or welfare. Licensee may be requested, as part of the application process, to conduct or arrange for a demonstration, on site if possible, of the acts which are subject to this permit requirement before the Building Inspector or other designee of the Common Council who may make appropriate observations and cause noise, vibration and other tests to be conducted. The Common Council may place reasonable restrictions on the permitted volume-reducing activity, regulating the time, place and manner of operation.
- k. Licensee may not store or process any elemental metal or alloy of metal on a Recycling Center, unless it is a Recycling-center material.
 - l. Even if volume-reducing apparatus has been otherwise permitted by the Common Council, no process shall be utilized to reduce the volume of Recycling Center Material in a manner that causes vibrations which may damage the property of another or which may be injurious to the public health, safety and welfare. Complaints in this regard shall be processed by the Health Department, which may issue abatement orders, following notice and an opportunity to be heard.
- m. Licensee shall not directly or indirectly purchase Recycling Center Material from any person that they know, or should know, cannot rightfully or lawfully sell it or deliver clear title thereto.
- n. **Chapter XXIII** of the Code of General Ordinances, "Noise Control", shall be strictly complied with.
- o. The open area of the premises whereupon Recycling Center Material is stored shall be enclosed with a solid, vertical wall or fence of a minimum height of six feet (6') measured from ground level, except where Recycling

Center Material is shielded from view by an earthen berm of a minimum height of six feet (6') in which event the required fence need not shield Recycling Center Material from view. Entrances and exits shall not be wider or more numerous than reasonably necessary for the conduct of the licensed business. Fences must be sturdily constructed, safe vertical straight, well maintained and must shield Recycling Center Material from view. Fences must be protected with paint or other preservatives. Fences must not create an appearance of patchwork which is indicative of a state of disrepair. Fences shall be of uniform color which will not detract from the value of abutting and neighboring real estate. No signs may be painted on or attached to any fence, except for a sign of not more than eight square feet (8 ft²), located at an entranceway thereto which provides the name of the business. Fences must be constructed in such a fashion and of such materials and color as are approved by the Building Inspector prior to fence construction, repair or replacement. Chain link fencing shall be appropriate where opaque strips are inserted in the fence. No fence may be constructed or replaced without the approval of the Building Inspector, or designee thereof, which approval may be denied if the above standards have not been complied with or if the construction of a proposed new fence or replacement fence would violate any other provision of law. No Recycling Center Material may be stored outside of said fence or may be stored so as to rest against said fence, protrude through it, or hang over it. Fence gates shall be kept closed when not required to be open for ingress or egress, except where a buffer fence is constructed in the vicinity of fence gates within the Recycling-Center Yard which shields Recycling Center Material from view when the gates are open. In all other respects, fences shall be installed and constructed in accordance with City Ordinances.

p. No Recycling Center Activity licensee or his or her agent or employee shall, except for aluminum cans, purchase or receive any Recycling Center Material for use in the licensed business from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by any member, or representative, of the Police Department for one (1) year.

q. Each acquisition of such Recycling Center Material as is capable of being used for its original and intended purpose without repair or alteration, including all motor vehicle parts, except for bulk purchases from industrial and commercial concerns, shall be recorded in English in a permanent type register kept on the business premises, giving the name and residence address of the person from whom the acquisition was made, a description of the Recycling Center Material acquired, any identification or serial number, and the date of the transaction. Such data shall be held available for inspection by any member, or representative, of the Police Department for one (1) year. The identification of each seller of a motor vehicle or motor vehicle part shall be checked and the type of identification checked noted, except where the purchase is from a licensed motor vehicle dealer, an insurance company, a City licensed tower or an auction.

r. No Recycling-Center Yard shall be allowed to become a public or attractive nuisance; nor shall any Recycling-Center Yard be operated in such manner as to adversely affect the public health, safety, or welfare.

s. There shall be full compliance with the City Building, Fire, and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

t. The Fire Department may order Licensees to install fire lanes, following notice and opportunity to be heard, and upon providing a reasonable time for compliance.

u. The terms of a Conditional Use Permit which are not inconsistent with this Ordinance, shall be complied with at all times as a condition of license maintenance.

v. No Recycling Center Material shall be collected which is placed on a City right-of-way for City collection and no Recycling Center Material shall be deposited or sorted on a City right-of-way or removed from the property of any nonconsenting person or party.

w. The licensed premises must possess appropriate zoning for the licensed business or constitute a lawful nonconforming use.

x. Motor vehicles which are used in the licensed business shall hold and display an L.C. and M.V.D. number where such number is required by State law, rule or regulation, shall be insured or financially responsible in accordance with State law, shall be properly and currently registered with the State Motor Vehicle Department, and shall have the licensee's name conspicuously and legibly printed thereon.

y. Hazardous Waste may not be collected, stored, or processed on the business premises.

L. Licensees/Responsibility. Recycling Center Activity licensees shall, with respect to the conduct of their business, have a duty to supervise their agents and employees and shall be responsible for the acts thereof.

M. Suspected Stolen and Evidentiary Recycling Center Material. The Police Department may order any licensee hereunder to retain any Recycling Center Material upon the premises which is suspected to be stolen for a period not

to exceed thirty (30) days pending an investigation. The Police Department, at any time, may seize from the premises, as evidence, any Recycling Center Material which they have probable cause to believe is stolen, and may hold said Recycling Center Material for so long as it shall have evidentiary value. Any seized item shall be released within a reasonable time upon prosecution being denied by any prosecuting attorney. Any enforcing department may order a Licensee to retain Recycling Center Material upon the premises which is suspected of being held in violation of this Ordinance for a period not to exceed thirty (30) days during which an investigation can be conducted. Any enforcing department may take samples of Recycling Center Material for purposes of testing or arrange for any other governmental agency to do so.

N. Conditional Use Permits. Conditional Use Permits, as required by the Zoning Ordinance, shall be required prior to any unlicensed premises being licensed and prior to the expansion of any existing licensed premises, and each license shall be conditioned upon obtaining and complying with the provisions of a Conditional Use Permit, where required. A Conditional Use Permit may contain requirements over and above the requirements of this Ordinance, but may not negate any of the requirements of this Ordinance, and if it would do so, any conflicting provisions thereof shall be null and void.

O. Appeals From Orders. A Licensee, where the public health, safety and welfare is not in immediate jeopardy, may appeal to the Common Council any order issued by any enforcing Department under authority of this Ordinance by filing a written Notice of Appeal with said Department within ten (10) days of receipt of said order, or within the compliance period, whichever is shorter. The Common Council may direct that the appeal be heard by a Committee thereof.

P. Revocation and Suspension Of Licenses. The Common Council may, for just cause, suspend, revoke or not renew any license herein provided, upon serving such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Just cause shall include, but not be limited to:

1. Failing to maintain a status of good moral character and business responsibility.
2. Obtaining the license through fraud or misrepresentation.
3. Operating contrary to the terms of this Ordinance.
4. Failing to commence doing business within ninety (90) days of being granted a license or within ninety (90) days of the first day of the license term, whichever is longer, unless an extension of time is applied for and granted by the Committee on Licenses and Permits.
5. Suspending doing business for a period of ninety (90) consecutive days, unless permission is applied for and granted by the Committee on Licenses and Permits.

Q. Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, may be held before the Common Council or before the Committee charged with license review responsibilities.

The Committee on Licenses and Permits, when it conducts a hearing, shall submit a report to the City Common Council, including findings of fact, conclusions of law and a recommendation as to what action, if any, the City Common Council should take with respect to the license. Said Committee shall provide the complainant and the licensee with a copy of the report. Either the complainant or Licensee may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The City Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the City Common Council, after considering the Committee's report and any arguments presented by complainant or Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal of the license, it shall be suspended, revoked or not renewed as provided by law. If the City Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose license is affected. The Common Council may also order corrective action to be taken within a specified time as a condition of license maintenance, at any time, following notice and an opportunity to be heard.

R. Penalty. Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred (\$500) Dollars, plus the costs of prosecution, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed (30) days.

S. Violations. Each day of a violation of this Ordinance shall be considered a separate offense.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON ROCCO LAMACCHIA, SR.

TO REPEAL AND RECREATE SECTION 4.05 OF THE CODE OF GENERAL ORDINANCES AND TO RENAME SECTION 4.05 SMOKING PROHIBITED, ADOPTING STATEWIDE SMOKING PROHIBITION

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

Section One: Section 4.05 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated in its entirety as follows:

4.5 SMOKING PROHIBITED

A. PROVISIONS OF STATE LAW ADOPTED BY REFERENCE. The provisions of Wisconsin Statute Section 101.123 and any future amendments, revisions or modifications of the Statute are incorporated and are adopted in their entirety.

B. PENALTIES. Penalties for violation of this section shall be in accordance with Wisconsin Statute Section 101.123. Statutory court costs, surcharges, fees and assessments shall be added to all forfeitures for such violations.

C. INSPECTION AND ENFORCEMENT. The County Health Department and City Departments of Neighborhood Services and Inspections, Police Department and Fire Department shall have the authority to enforce the provisions of this section, including the power to enter locations to ensure compliance with this ordinance.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Michael Maki, Department of City Development *MM*

RE: **Attachment and Temporary Zoning District Classification
Under Section 66.0307, Wisconsin Statutes
City of Kenosha/Town of Somers Cooperative Plan
Property at 3408 30th Street
Parcel #80-4-222-243-0730 (Hayes Family Revocable Trust)**

DATE: July 23, 2010

Attached is an ordinance regarding the property petitioned to be attached to the City of Kenosha from the Town of Somers. The attachment area is located at 3408 30th Street, and consists of 0.591 acres, more or less.

The attachment is a Unanimous Consent Petition and is consistent with the City of Kenosha/Town of Somers State Approved Cooperative Plan.

Other pertinent information regarding this attachment petition include the following:

The attachment area is located within the Area B agreement boundary with the Town of x.

Existing development: Single Family Home
Proposed land use(s): No Change
Projected population: 1
Development schedule: N/A

Owner's Name(s)	Property Address	Parcel Number
Hayes Family Revocable Trust	3408 30th Street	80-4-222-243-0730

MM:kas
Attachment

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Parcel No. 80-4-222-243-0730
[Property Located 3408 30th Street]
Town of Somers
[Hayes Family Revocable Trust - Property Owners]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of one (1), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after August 16, 2010, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Zoning District Classifications. The territory described in Section One, upon attachment, shall have the zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This zoning district classification shall be and remain in effect for each parcel of land described therein until this Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 43rd Ward of the 5th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Zoning District Classifications shall take effect on August 20, 2010, after passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

Attachment "A"

PETITION OF PROPERTY OWNERS FOR ATTACHMENT
TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS
PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES,
STATE APPROVED COOPERATIVE PLAN

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

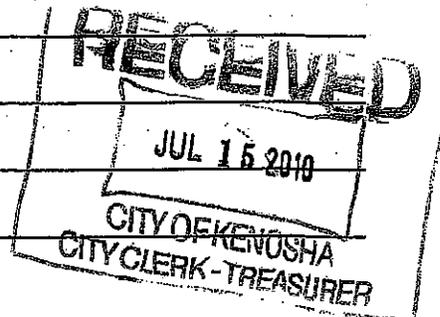
The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 1.

Legal Description:

Part of Woodlawn Subdivision, a recorded subdivision in the Southwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian lying and being partly in Somers Township and partly in the City of Kenosha, Kenosha County, Wisconsin and said area to be attached to the City of Kenosha being more particularly described as follows:

Commencing at the northeast corner of the intersection of 30th Street and 36th Avenue; thence east along the north line of said 30th Street, 210.00 feet to the southwest corner of Lot 20 in said Woodlawn Subdivision and the point of beginning; thence north along the west line of said Lot 20, a distance of 176.01 feet to the northwest corner of said Lot; thence east along the north line of Lots 20 and 19 of said subdivision, 125.00 feet; thence south parallel to the east line of said Lot 19, and its extension southerly, a distance of 206.01 feet to the centerline of 30th Street; thence west along said centerline, 125.00 feet to the southerly extension of the west line of said Lot 20; thence north along the southerly extension of said west line, 30.00 feet to the point of beginning, containing 0.591 acre of land, more or less.

Date	Signature of Petition/Owner	Mailing Address/Phone Number
7/6/10	<i>Nick Lopez</i>	4741-40st 262-654-3036 Kenosha, WI 53144
7/6/10	<i>Phillip M. Hayes</i>	6411-Residencia 949-400-7509 Newport Beach, CA 92660
7/8/10	<i>Elizabeth J. Hayes</i>	9443-8 th AVE 262-942-0318 Pleasant Prairie, WI 53158



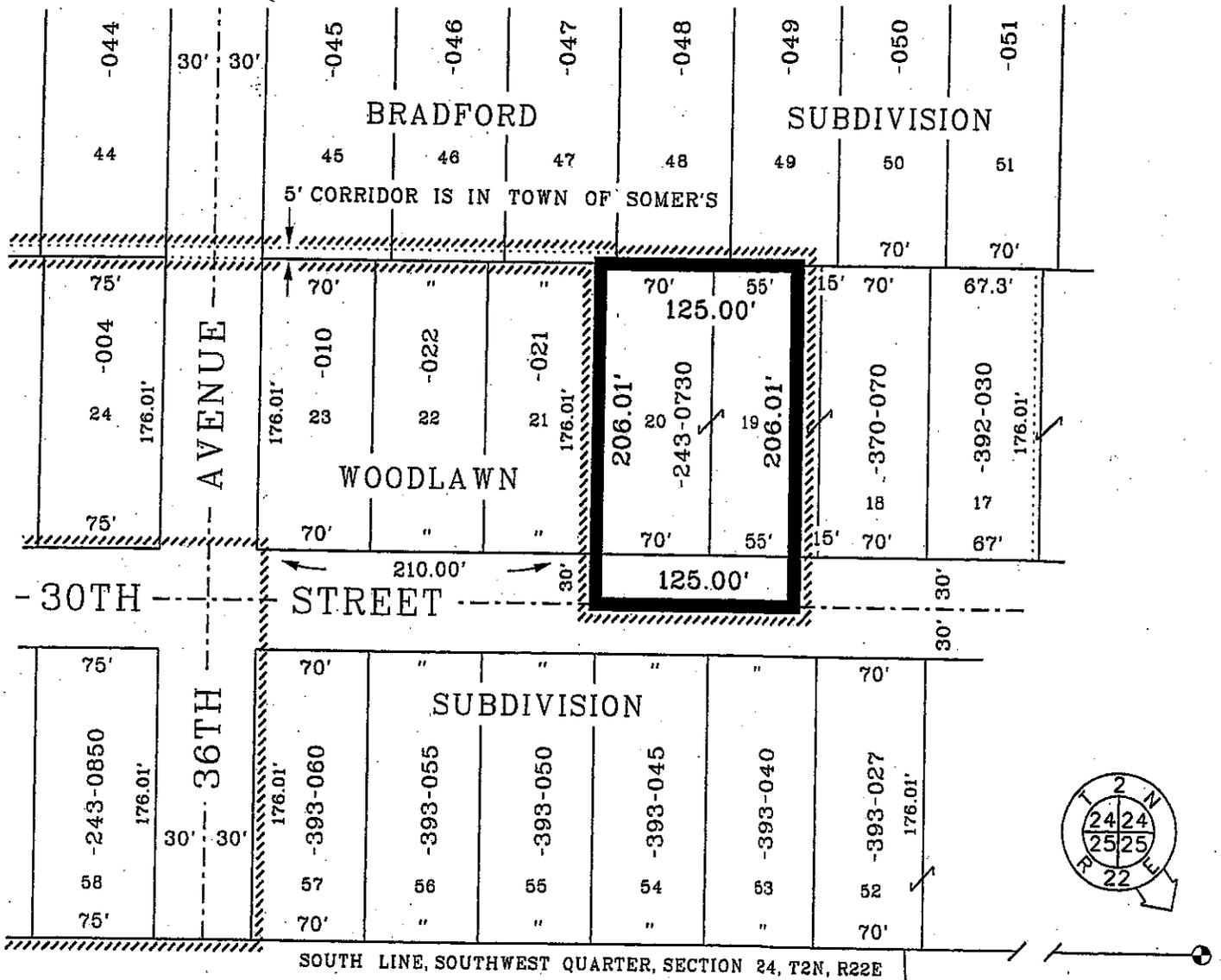
2MAK1/ATTACH/2010/HAYES/Petition-063010

CITY OF KENOSHA
 DISTRICT MAP
 ATTACHMENT ORDINANCE

Attachment "B"

SUPPLEMENT NO. AT6-10 ACCOMPANYING ORD. NO. _____

HAYES FAMILY REVOCABLE TRUST PETITION

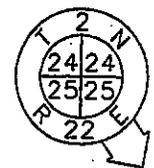


SCALE 1" = 100'

0' 100' 200'

————— DENOTES AREA TO BE ATTACHED TO THE CITY OF KENOSHA

/////// DENOTES PRESENT CITY OF KENOSHA CORPORATE LIMITS



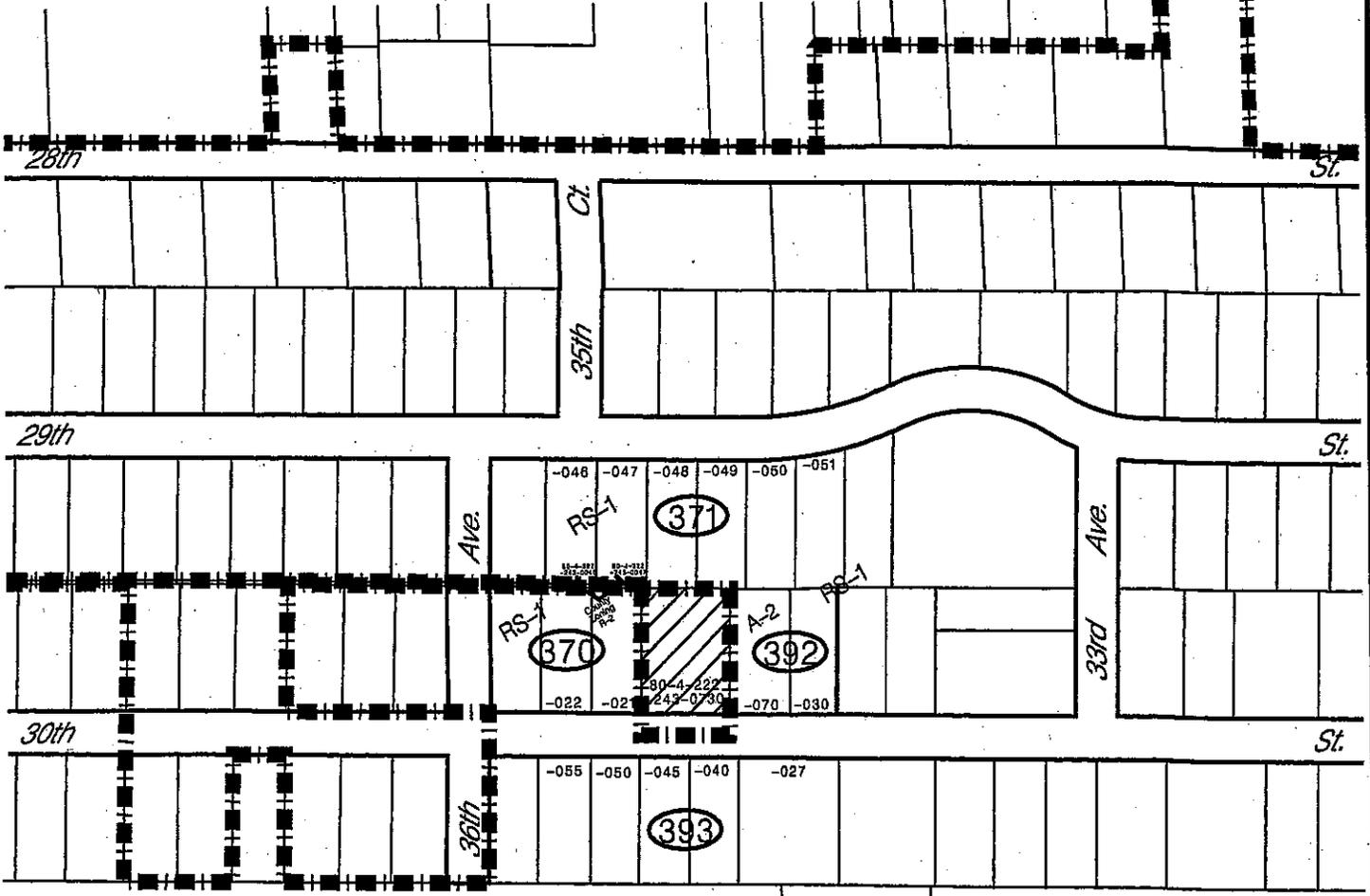
CITY OF KENOSHA

Zoning District Classification Map
Attachment "C"

SUPPLEMENT NO. AT6-10

ORDINANCE NO. _____

Hayes Family Revocable Trust Petition

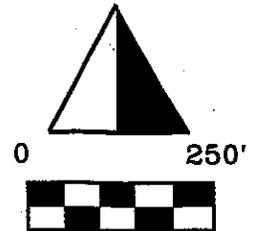


Property to be zoned:

 *RS-1 Single Family Residential*

 *Municipal Boundary*

NORTH



222-24-4
222-25-1

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	July 22, 2010
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Zoning Ordinance to repeal and recreate subparagraphs 4.06 B.9.f., g., and h. and the Definition of Recycling Collection Center in Section 12.

ACTION TAKEN	AYES	NOES
APPROVE	8	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	MEETING DATE	INFO FORWARDED
COMMON COUNCIL	8/2/10 8/16/10	
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
PUBLIC NOTICE		


 Jeffrey B. Labahn
 City Planner

1CPC/2010/July22/action-zo-recycle

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 8
Zoning Ordinance to repeal and recreate subparagraphs 4.06 B.9.f., g., and h. and the Definition of Recycling Collection Center in Section 12. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Recycling collection centers located in the B-1, B-2, B-3, M-1 and M-2 Districts.

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority for the Zoning Ordinance Amendment.

ANALYSIS:

- The proposed Zoning Ordinance Amendment pertains to Recycling Collection Centers located in the B-1, B-2, B-3, M-1 and M-2 Districts.
- These facilities in the referenced zoning districts will still be required to obtain a Conditional Use Permit. However, this Amendment is needed to make the Zoning Ordinance compatible with a proposed General Code Ordinance which establishes a license requirement. A copy of this Ordinance is attached for reference.
- The Zoning Ordinance Amendment includes a modification to the definition and development standards.

RECOMMENDATION:

A recommendation is made to approve the Zoning Ordinance Amendment.



Jeffrey B. Labahn, Director of City Development
1CPC/2010/July22/fact-zo-recycle

ZONING ORDINANCE NO. _____

BY: ALDERPERSON STEVE BOSTROM

REDLINE 7.16.10

**TO REPEAL AND RECREATE SUBPARAGRAPHS
4.06 B. 9. f., g., AND h. AND THE DEFINITION OF
RECYCLING COLLECTION CENTER IN SECTION 12**

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

Section One: Subparagraphs 4.06 B. 9. f., g., and h. of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

f. Shall be limited to the collection ~~of aluminum, newspaper, cardboard, plastic, metal cans and glass, and processing of Recycling-Center Material,~~ as that term is defined in Chapter 13 of the Code of General Ordinances for the City of Kenosha.

g. ~~No compaction or processing of the recyclables will be allowed on the site, except automatic aluminum collection systems.~~ Recycling-Center Material processing shall be limited to those means allowed to a Recycling Center licensee.

h. Collection center ~~is to be~~ may be used ~~only~~ as an accessory use to an established business.

Section Two: The definition of Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

RECYCLING COLLECTION CENTER. ~~A facility solely used for the collection and temporary storage (less than seven (7) days) of aluminum, newspaper, cardboard, plastic, metal cans and glass.~~ Recycling Center as defined in Chapter 13 of the Code of General Ordinances for the City of Kenosha.

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

DRAFT 7.12.10

BY: ALDERPERSON STEVE BOSTROM

TO CREATE SECTION 13.011 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF KENOSHA, WISCONSIN, ENTITLED “RECYCLING CENTER ACTIVITY LICENSE”

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

Section One: Section 13.011 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created.

A. Definitions

1. **Hazardous Waste:** has the meaning of the term used in 40 CFR §261.3 unless excluded in §261.4.
2. **Person:** person, firm, partnership, association, corporation, company, or organization of any kind.
3. **Recycling Center:** Place upon which Recycling Center Activity conducted by a Licensee under this section takes place.
4. **Recycling Center Activity:** The commercial collecting of Recycling-Center Material, storing of Recycling-Center-Material, or engaging in Recycling-Center-Material Processing.
5. **Recycling-Center Material:** Recycling-Center Metals, ~~or~~ batteries, catalytic converters, electronic scrap or stainless steel.
6. **Recycling-Center-Material Processing:** The crushing of metal items or the reduction of the volume of metal items by shredding, chipping, melting, or any other means.
7. **Recycling-Center Metal:** Aluminum, copper, tin, and all alloys of aluminum, copper, or tin provided that said alloys do not include gold, silver, platinum, palladium, iridium, rhodium, ruthenium, iron, arsenic, mercury, lead, cadmium, antimony, barium, beryllium, osmium, thallium, vanadium, chromium (IV), or radioactive metals.
8. **Recycling-Center Yard:** The exterior portions of any building associated with a Recycling Center Activity where Recycling-Center Materials are stored.

B. License Required.

1. **Licenses.** It shall be unlawful for any person to conduct Recycling Center Activity within the City, whether personally, by agents or employees, singly, or along with some other business or enterprises without first having obtained a license therefor from the Common Council in accordance with the provisions of this ordinance.

2. **Other Licenses and Permits.** A license issued hereunder shall not exempt the holder thereof from obtaining such other licenses and permits as may otherwise be required by the City or by any other governmental agency.

C. Application. An applicant for a license under this Ordinance shall file with the City Clerk a written application, which is true, correct and complete, signed by himself, if an individual, by all partners if a partnership, and by the president or chief officer of a corporation or other organization, upon forms provided by the City Clerk, together with a fee as hereinafter prescribed. The application shall be sworn to by each of its signers before a notary public or other officer authorized by law to administer oaths and shall include the following information or material:

- a. Exact address or location of the place where the business is or is proposed to be carried on, plus a sketch of the actual premises to be used in connection with the business, giving distances in feet and showing fire lanes, property

lines, buildings, and abutting roads, particularly identifying the Recycling-Center Yard.

b. A description of the type of construction of any building and structure to be used in connection with the licensed business; a sketch showing the location of such buildings or structures on the business premises, with respect to their distance from roads and fire lanes and a diagram or plan giving distances and heights, showing floors, exits, entrances, windows, ventilators, and walls.

c. A description of any equipment or machinery which will be utilized to process Recycling Center Material and a description of motor vehicles which will be used to collect or haul Recycling Center Material in the operation of the licensed business, including their Vehicle Identification Number, and any D.M.V. or L.C. numbers, where applicable.

d. Such other information as is reasonably necessary to effectuate the purposes of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been complied with.

e. Proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of State law.

f. Proof of current registration of all motor vehicles to be used in the course of performing licensed activities.

g. A list of all persons who will operate motor vehicles in the course of performing licensed activities and proof of their possessing a valid and appropriate Wisconsin Driver's License.

D. Application Review. Upon receipt of any application, the City Clerk shall send copies thereof to the Department of Neighborhood Services and Inspections, Fire Department, Health Department and Police Department. The Department of Neighborhood Services and Inspections, Fire Department and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, as to whether the premises meet the requirements hereof, along with any other pertinent information. The Police Department shall report in writing, to the City Attorney, as to any police record of applicant which may reflect upon their good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation based thereon as to whether or not the license should be granted. Such reports shall be delivered to the City Clerk or clerk for the Committee on Licensing who, in turn, shall deliver them with the application, to the Committee on Licensing. Such Committee shall recommend to the Common Council either the granting or denial of the application or such other action as may be appropriate.

E. Fee

The annual fee for a Recycling Center Activity license is \$350, which shall not be pro-rated.

F. License Form. The Recycling Center Activity license shall bear the following language on its face: "IMPORTANT - This license applies only to the described premises approved by the Common Council and authorizes the Licensee to operate a Recycling Center Activity in a lawful place and manner only; it is not a substitute for any Certificate of Occupancy, Building Permit, Conditional Use Permit, or other licenses, certificates, or permits that might be required by law of the Licensee, and it does not relieve the Licensee of the responsibility of having all such required licenses, permits, or certificates at all times and of complying with all other laws, rules and regulations affecting the business premises."

G. Term/Renewal

1. The term for a Recycling Center Activity licensee is one year, from May 1 or the date of first issue through the ensuing April 30.

2. License renewal applications shall be the same as new license applications, except that Licensee's report of police record need only be updated.

3. Renewal applications must be filed with the City Clerk by March 15th in order to provide for continuous licensing.

H. Non-Transferability. Licenses are not transferable or assignable.

I. Corrections. Applicants and Licensees shall have the duty to amend and correct their application within ten (10) days of such time as any information stated therein is known by Applicant/Licensee to be untrue, incorrect or incomplete. No material change in personnel, scope of operation, or site of operation shall be effective without the advance approval thereof by the Common Council based upon a specific request for such approval.

J. Exemption. The following are exempted from the provisions of this section:

1. Fund raising efforts by not-for-profit organizations;
2. Community clean up efforts by not-for-profit organizations;
3. Community clean up efforts conducted under the auspices of state Adopt-a-Highway program;
4. Licensed scrap salvage dealers or licensed scrap salvage collectors when operating within the operational limitations of the respective licenses; and
5. The City.

K. General Operating Requirements.

1. Recycling Center Activity licensees. The following general operating requirements shall apply to all Recycling Center Activity licensees licensed in accordance with the provisions of this Section:

- a. The license issued pursuant to this Section shall be plainly displayed on the business premises.
- b. The Recycling-Center Yard shall, at all times be maintained in as clean, sanitary and neat of a condition as such premises will reasonably permit.
- c. An area which is not described in the approved license application shall not be used in the conduct of licensed business.
- d. No water shall be allowed to stand on the premises in such manner as to, in the opinion of the Health Administrator, constitutes a breeding place for insects or disease that may endanger health.
- e. Grass and other ground cover on the premises shall be kept at a height of not more than eight (8) inches. The premises shall be substantially free of noxious weeds.
- f. No garbage, refuse or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Health Administrator, rodentproof, and removed from the premises as often as is necessary to provide a sanitary environment, but at no less an interval than on a weekly basis.
- g. No Recycling Center Material which is stored on the premises shall be allowed to rest upon or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.
- h. Recycling Center Material on the premises, which is not stored in racks or containers, shall be stored in piles not exceeding ten feet (10') in height, at an angle of forty degrees (40°) or less from the ground, and shall be arranged so as to permit access to all such Recycling Center Material for firefighting purposes. Recycling Center Material which is stored in racks or containers shall not be stored at a height in excess of ten feet (10').
- i. No combustible material of any kind not necessary for the operation of the licensed business, whether within or without a building or structure, shall be kept on the premises, except with the written permission of the Fire Department. The premises shall not be allowed to become a fire hazard.
- j. Recycling Center Material may not be reduced in volume on the premises through the use of a any apparatus, without Licensee first obtaining a permission therefor from the Common Council which may be granted and issued only upon a showing by Licensee that such activity will be conducted in a manner which is safe and lawful and which will not injure the public health, safety or welfare. Licensee may be requested, as part of the application process, to conduct or arrange for a demonstration, on site if possible, of the acts which are subject to this permit requirement before the Building Inspector or other designee of the Common Council who may make appropriate observations and cause noise, vibration and other tests to be conducted. The Common Council may place reasonable restrictions on the permitted volume-reducing activity, regulating the time, place and manner of operation.
- k. Licensee may not store or process any elemental metal or alloy of metal on a Recycling Center, unless it is a Recycling-center material.
- l. Even if volume-reducing apparatus has been otherwise permitted by the Common Council, no process shall be utilized to reduce the volume of Recycling Center Material in a manner that causes vibrations which may damage the property of another or which may be injurious to the public health, safety and welfare. Complaints in this regard shall be processed by the Health Department, which may issue abatement orders, following notice and an opportunity to be heard.
- m. Licensee shall not directly or indirectly purchase Recycling Center Material from any person that they know, or should know, cannot rightfully or lawfully sell it or deliver clear title thereto.
- n. **Chapter XXIII** of the Code of General Ordinances, "Noise Control", shall be strictly complied with.
- o. The open area of the premises whereupon Recycling Center Material is stored shall be enclosed with a solid, vertical wall or fence of a minimum height of six feet (6') measured from ground level, except where Recycling

Center Material is shielded from view by an earthen berm of a minimum height of six feet (6') in which event the required fence need not shield Recycling Center Material from view. Entrances and exits shall not be wider or more numerous than reasonably necessary for the conduct of the licensed business. Fences must be sturdily constructed, safe vertical straight, well maintained and must shield Recycling Center Material from view. Fences must be protected with paint or other preservatives. Fences must not create an appearance of patchwork which is indicative of a state of disrepair. Fences shall be of uniform color which will not detract from the value of abutting and neighboring real estate. No signs may be painted on or attached to any fence, except for a sign of not more than eight square feet (8 ft²), located at an entranceway thereto which provides the name of the business. Fences must be constructed in such a fashion and of such materials and color as are approved by the Building Inspector prior to fence construction, repair or replacement. Chain link fencing shall be appropriate where opaque strips are inserted in the fence. No fence may be constructed or replaced without the approval of the Building Inspector, or designee thereof, which approval may be denied if the above standards have not been complied with or if the construction of a proposed new fence or replacement fence would violate any other provision of law. No Recycling Center Material may be stored outside of said fence or may be stored so as to rest against said fence, protrude through it, or hang over it. Fence gates shall be kept closed when not required to be open for ingress or egress, except where a buffer fence is constructed in the vicinity of fence gates within the Recycling-Center Yard which shields Recycling Center Material from view when the gates are open. In all other respects, fences shall be installed and constructed in accordance with City Ordinances.

p. No Recycling Center Activity licensee or his or her agent or employee shall, except for aluminum cans, purchase or receive any Recycling Center Material for use in the licensed business from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by any member, or representative, of the Police Department for one (1) year.

q. Each acquisition of such Recycling Center Material as is capable of being used for its original and intended purpose without repair or alteration, including all motor vehicle parts, except for bulk purchases from industrial and commercial concerns, shall be recorded in English in a permanent type register kept on the business premises, giving the name and residence address of the person from whom the acquisition was made, a description of the Recycling Center Material acquired, any identification or serial number, and the date of the transaction. Such data shall be held available for inspection by any member, or representative, of the Police Department for one (1) year. The identification of each seller of a motor vehicle or motor vehicle part shall be checked and the type of identification checked noted, except where the purchase is from a licensed motor vehicle dealer, an insurance company, a City licensed tower or an auction.

r. No Recycling-Center Yard shall be allowed to become a public or attractive nuisance; nor shall any Recycling-Center Yard be operated in such manner as to adversely affect the public health, safety, or welfare.

s. There shall be full compliance with the City Building, Fire, and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

t. The Fire Department may order Licensees to install fire lanes, following notice and opportunity to be heard, and upon providing a reasonable time for compliance.

u. The terms of a Conditional Use Permit which are not inconsistent with this Ordinance, shall be complied with at all times as a condition of license maintenance.

v. No Recycling Center Material shall be collected which is placed on a City right-of-way for City collection and no Recycling Center Material shall be deposited or sorted on a City right-of-way or removed from the property of any nonconsenting person or party.

w. The licensed premises must possess appropriate zoning for the licensed business or constitute a lawful nonconforming use.

x. Motor vehicles which are used in the licensed business shall hold and display an L.C. and M.V.D. number where such number is required by State law, rule or regulation, shall be insured or financially responsible in accordance with State law, shall be properly and currently registered with the State Motor Vehicle Department, and shall have the licensee's name conspicuously and legibly printed thereon.

y. Hazardous Waste may not be collected, stored, or processed on the business premises.

L. Licensees/Responsibility. Recycling Center Activity licensees shall, with respect to the conduct of their business, have a duty to supervise their agents and employees and shall be responsible for the acts thereof.

M. Suspected Stolen and Evidentiary Recycling Center Material. The Police Department may order any licensee hereunder to retain any Recycling Center Material upon the premises which is suspected to be stolen for a period not

to exceed thirty (30) days pending an investigation. The Police Department, at any time, may seize from the premises, as evidence, any Recycling Center Material which they have probable cause to believe is stolen, and may hold said Recycling Center Material for so long as it shall have evidentiary value. Any seized item shall be released within a reasonable time upon prosecution being denied by any prosecuting attorney. Any enforcing department may order a Licensee to retain Recycling Center Material upon the premises which is suspected of being held in violation of this Ordinance for a period not to exceed thirty (30) days during which an investigation can be conducted. Any enforcing department may take samples of Recycling Center Material for purposes of testing or arrange for any other governmental agency to do so.

N. Conditional Use Permits. Conditional Use Permits, as required by the Zoning Ordinance, shall be required prior to any unlicensed premises being licensed and prior to the expansion of any existing licensed premises, and each license shall be conditioned upon obtaining and complying with the provisions of a Conditional Use Permit, where required. A Conditional Use Permit may contain requirements over and above the requirements of this Ordinance, but may not negate any of the requirements of this Ordinance, and if it would do so, any conflicting provisions thereof shall be null and void.

O. Appeals From Orders. A Licensee, where the public health, safety and welfare is not in immediate jeopardy, may appeal to the Common Council any order issued by any enforcing Department under authority of this Ordinance by filing a written Notice of Appeal with said Department within ten (10) days of receipt of said order, or within the compliance period, whichever is shorter. The Common Council may direct that the appeal be heard by a Committee thereof.

P. Revocation and Suspension Of Licenses. The Common Council may, for just cause, suspend, revoke or not renew any license herein provided, upon serving such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Just cause shall include, but not be limited to:

1. Failing to maintain a status of good moral character and business responsibility.
2. Obtaining the license through fraud or misrepresentation.
3. Operating contrary to the terms of this Ordinance.
4. Failing to commence doing business within ninety (90) days of being granted a license or within ninety (90) days of the first day of the license term, whichever is longer, unless an extension of time is applied for and granted by the Committee on Licenses and Permits.
5. Suspending doing business for a period of ninety (90) consecutive days, unless permission is applied for and granted by the Committee on Licenses and Permits.

Q. Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, may be held before the Common Council or before the Committee charged with license review responsibilities.

The Committee on Licenses and Permits, when it conducts a hearing, shall submit a report to the City Common Council, including findings of fact, conclusions of law and a recommendation as to what action, if any, the City Common Council should take with respect to the license. Said Committee shall provide the complainant and the licensee with a copy of the report. Either the complainant or Licensee may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The City Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the City Common Council, after considering the Committee's report and any arguments presented by complainant or Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal of the license, it shall be suspended, revoked or not renewed as provided by law. If the City Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose license is affected. The Common Council may also order corrective action to be taken within a specified time as a condition of license maintenance, at any time, following notice and an opportunity to be heard.

R. Penalty. Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred (\$500) Dollars, plus the costs of prosecution, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed (30) days.

S. **Violations.** Each day of a violation of this Ordinance shall be considered a separate offense.

Section Two: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed: _____

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY
MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY
WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

July 29, 2010

Honorable Mayor and
Common Council,
City of Kenosha,
Kenosha, Wisconsin 53140

Re: Comprehensive Plan Zoning Ordinance Amendment

Dear Mayor and Members of the Common Council:

You have on your August 2, 2010 Common Council agenda two items that require some comment: an ordinance amending the Comprehensive Plan (item E.2.) and a resolution rescinding the designation of a future street (item H.4.). More specifically, we will use this situation to illustrate problems that you will see on your agendas in the future and how we propose to address them.

Earlier this year, a state statute became effective that I consider ill-advised. The statute requires that not only that the cities have a comprehensive plan but that they adopt the comprehensive plan by ordinance. When adopting the comprehensive plan, the only logical place to codify it was in the zoning ordinance. We did this as Section 18.01. The presence of an ordinance means that the amendments to the plan must necessarily be made by ordinance, unnecessarily creating an cumbersome process (including two placing two items on the Council agenda to accomplish one purpose). Comprehensive plan amendments, when they come, were to be codified in Section 18.02.

There are a large number of types of action that the City may take that implicate amendment to the plan. These include changes to our official map (*e.g.* annexations, attachments of territory, street and alley vacations) and zoning map changes (where will be a change of zoning for a parcel or parcels, except for those instances where the zoning map will be transformed to create new zoning consistent with the Comprehensive Plan).

Moreover, the State Legislature went one step further. The same law requires that *before* these changes such as a street vacation occur, there must *first* be an amendment to the Comprehensive Plan. These two statutory provisions working together make these routine changes more cumbersome by requiring a Comprehensive Plan change ordinance be effective date before the effective date of the underlying action. The practical problems and our solution to those

Common Council Agenda Item #E.2

problems will be illustrated with these two items on your agenda.

The first such amendment to the Comprehensive Plan since the passage of the statute is on your agenda in the form of a resolution vacating a future roadway that is shown on the official map. What will be on your agenda are a zoning ordinance change (having its first reading at the August 2 meeting) and an official map amendment resolution (on your agenda for final action on August 2). It is anticipated that if the resolution passes, a resolution number will be assigned to it on August 3rd. It is further anticipated then that when the zoning ordinance amending the comprehensive plan is passed at the second reading, it will be proceeded by a motion to amend the ordinance, inserting the resolution number into the blank.

To itemize the process:

- (1) The Official Map amendment resolution will be passed on August 2 (if the Council so chooses);
- (2) The resolution has as its last line that it will not be effective until the Comprehensive Plan amendment ordinance is adopted;
- (3) The resolution will be assigned a resolution number on August 3;
- (4) The Comprehensive Plan amendment ordinance will have its first reading on August 2 with a blank space for the resolution number (that won't be assigned until August 3);
- (5) The Comprehensive Plan amendment ordinance will have its second reading on August 16, where there will need to be an amendment on the floor to fill in the blank with the resolution number; then
- (6) The Comprehensive Plan amendment ordinance and the Official Map amendment resolution will be effective after publication of the ordinance.

The process will be slightly different for those amendments to the comprehensive plan which will be effectuated by an ordinance (*e.g.*, the annexation or attachment referenced above). We are still working out the details of this procedure.

While I apologize that there is a need to go through this process, I hasten to add that it is a process necessitated by a foolishly-crafted state statute.

Very truly yours,

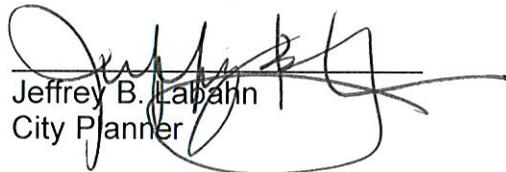

Edward R. Antaramian
City Attorney

cc: Frank J. Pacetti
Jeffrey B. Labahn
Matthew A. Knight
William K. Richardson
Jonathan A. Mulligan

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	July 22, 2010
--	--	---------------------	---------------

Zoning Ordinance to Create Subsection 18.02 of the Zoning Ordinance to Amend the Comprehensive Plan to Remove a portion of a future right of way from the Official Map, District #5.

ACTION TAKEN	AYES	NOES	ABSTAIN
APPROVE	7	0	1 - Lemens
DENY			
RECEIVE AND FILE			
FORWARD TO			
	MEETING DATE	INFO FORWARDED	
COMMON COUNCIL	8/2/10 08/16/10		
FINANCE			
LEGAL			
PUBLIC WORKS			
PARKS			
WATER UTILITY			
PUBLIC NOTICE			
	07/16/10	07/23/10	


 Jeffrey B. Labahn
 City Planner

1CPC/2010/July22/action-zo-21s

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 3
Zoning Ordinance to Create Subsection 18.02 of the Zoning Ordinance to Amend the Comprehensive Plan to Remove a portion of a future right of way from the Official Map, District #5. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 21st Street between 27th and 26th Avenues

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman LaMacchia, has been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

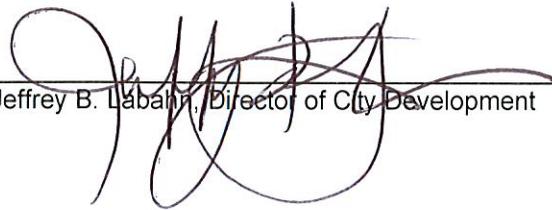
- The Common Council adopted "A Comprehensive Plan for the City of Kenosha: 2035" on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references a separate Resolution which identifies the Amendment to the City's Official Map and Land Use Plan in the Comprehensive Plan.

RECOMMENDATION:

A recommendation is made to approve the attached Zoning Ordinance.



Mike Maki, AICP, Planner
1CPC/2010/July22/fact-zo-21s



Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 OF THE ZONING
ORDINANCE TO AMEND THE COMPREHENSIVE PLAN
TO REMOVE A PORTION OF A FUTURE RIGHT OF WAY
FROM THE OFFICIAL MAP**

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

Section One: Subsection 18.02 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

(a) By Common Council resolution _____ on file with the City Clerk

Section Two: This Ordinance shall become effective upon passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO RESCIND THE DESIGNATION OF 21ST STREET FROM 27TH AVENUE TO THE EXISTING TERMINUS, WEST OF 26TH AVENUE AS A FUTURE STREET, PURSUANT TO SECTION 62.23(6), WISCONSIN STATUTES

WHEREAS, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an official City map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

WHEREAS, the City of Kenosha, Wisconsin, previously adopted future streets on its Official Map in order to ensure proper development and access within the neighborhood lying within the Northeast Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha in Kenosha County, Wisconsin, more generally described as 21st Street from 27th Avenue to the existing terminus west of 26th Avenue; and,

WHEREAS, said future street described as 21st Street from 27th Avenue to the existing terminus west of 26th Avenue is no longer required to serve the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by removing

therefrom 21st Street from 27th Avenue to the existing terminus west of 26th Avenue as a future street as depicted on Supplement No. FS1-10.

BE IT FURTHER RESOLVED, that the City Clerk/Treasurer is hereby directed to file a certified copy of this Resolution, along with the attached Supplement No. FS1-10, in the Office of the Register of Deeds for Kenosha County, Wisconsin.

BE IT FURTHER RESOLVED, that this resolution shall not be effective until an ordinance amending the Comprehensive Plan consistent herewith is effective.

Adopted this _____ day of _____, 2010.

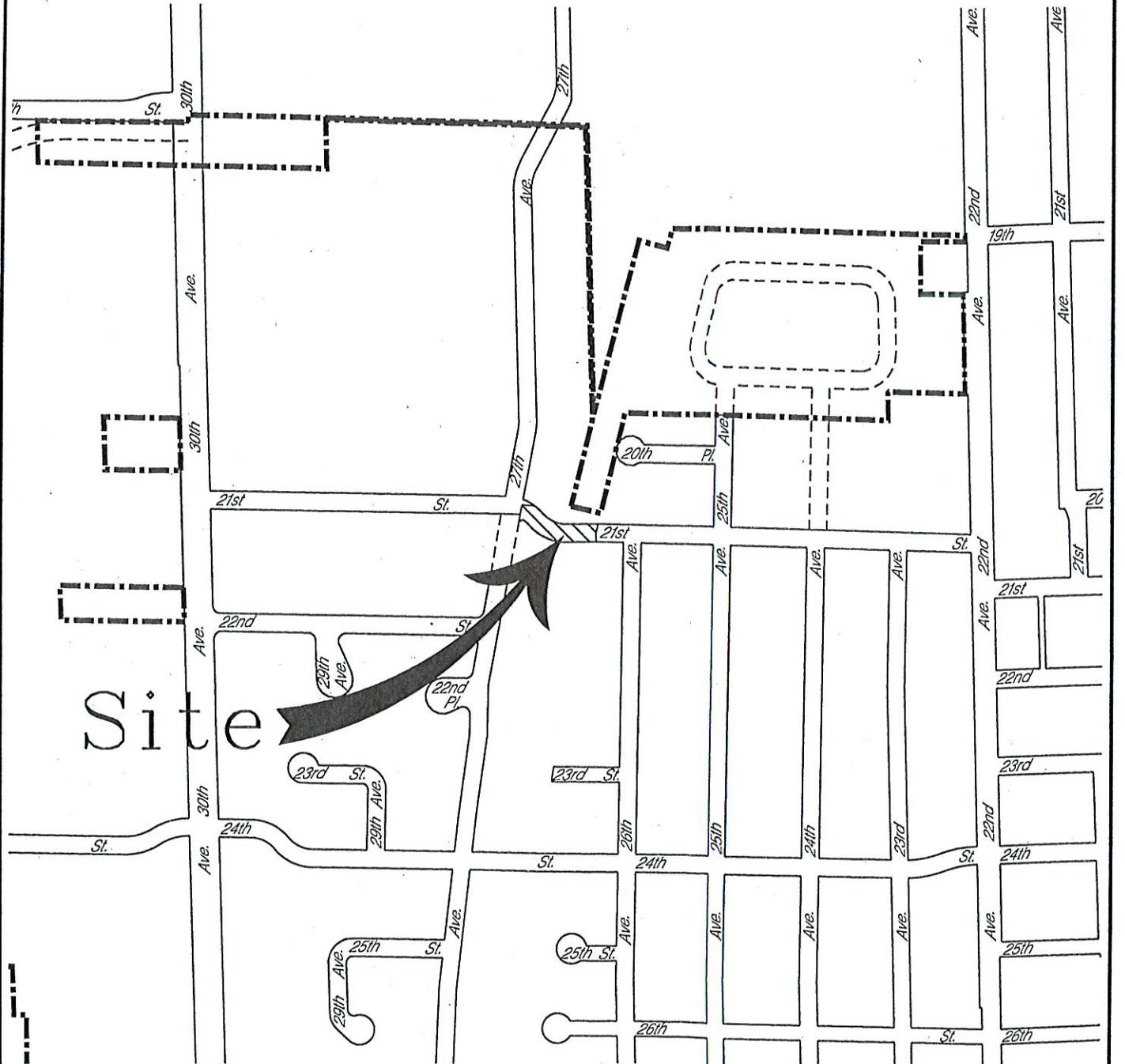
ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City of Kenosha
 Official Map Amendment
 21st Street from 26th to 27th Avenues

SUPPLEMENT NO. FS1-10
 RESOLUTION NO. _____



Site

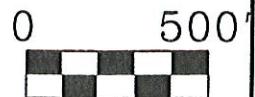
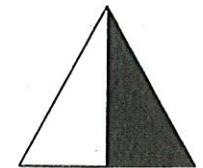
NORTH



Street to be removed from Official Map



Municipal Boundary



ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL
ORDINANCE ENTITLED, "STREETS CONTROLLED BY
YIELD SIGNS" TO INCLUDE EAST/WEST YIELD SIGNS
ON 18th PLACE BEFORE ENTERING ITS INTERSECTION
WITH 16th AVENUE.

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

Section One: Section 7.125 of the Code of General Ordinances for
the City of Kenosha, Wisconsin, is amended by including therein "**18th Place**" in
Column A and "**16th Avenue**" in Column B.

Section Two: This Ordinance shall become effective upon passage
and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL
ORDINANCE ENTITLED, "STREETS CONTROLLED BY
YIELD SIGNS" TO INCLUDE NORTH/SOUTH YIELD
SIGNS ON 35th AVENUE BEFORE ENTERING ITS
INTERSECTION WITH 53rd STREET.

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

Section One: Section 7.125 of the Code of General Ordinances for
the City of Kenosha, Wisconsin, is amended by including therein "**35th Avenue**" in
Column A and "**53rd Street**" in Column B.

Section Two: This Ordinance shall become effective upon passage
and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED, "STREETS CONTROLLED BY YIELD SIGNS" BY RESCINDING THE YIELD SIGN ON 61ST STREET AT ITS INTERSECTION WITH 111TH AVENUE AND TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES ENTITLED "STOP STREETS" TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION OF 111TH AVENUE AND 61ST STREET.

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

Section One: Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therein "**61st Street**" in Column A and "**111th Avenue**" in Column B.

Section Two: Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles shall stop before entering the intersections of:

111th Avenue and 61st Street

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON JAN MICHALSKI

TO RENUMBER SECTION 4.07 OF THE CODE OF GENERAL ORDINANCES, ENTITLED “PENALTIES” AS SECTION 4.08; AND, TO CREATE SECTION 4.07 OF THE CODE OF GENERAL ORDINANCES, ENTITLED:“ARTIFICIAL LIGHT AND GLARE”

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

Section One: Section 4.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as Section 4.08.

Section Two: Section 4.07 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

4.07 ARTIFICIAL LIGHT AND GLARE

A. Regulation. All outdoor lighting shall be subject to the following regulation.

(1) Outdoor lighting on residential property producing artificial light during periods of darkness shall be directed or shielded appropriately to minimize potential glare and to avoid creating a nuisance to neighboring properties.

(2) Illumination Intensity. All fixtures greater than 1,000 initial lumens shall be full cutoff, or shall be shielded or installed so that there is not a direct line of sight between the light source or its reflection and a point five (5') feet or higher above the ground at the property boundary.

B. Exemption. Low output lighting of the type having no individual bulb that has a rating of greater than five watts, which lighting is placed temporarily in celebration of a legal holiday as listed in §995.20 of the Wisconsin Statutes are exempt from the restrictions of this section.

Section Three: This Ordinance shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development
MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Jeffrey B. Labahn, Department of City Development 

RE: **Attachment Petition for property at 9525 60th Street - Wright/Schmidt**

DATE: July 29, 2010

The Department of City Development had several phone conversations and meetings with the City Attorney's office, the Kenosha Water Utility, and the property owners to further discuss the Wright/Schmidt Attachment following the July 19th Common Council meeting.

The required notice was hand-delivered to the Somers Town Clerk relating to the Wright/Schmidt Attachment on Tuesday July 20, 2010.

City Development contacted the Kenosha Water Utility to verify the process of providing water and sewer utilities to the property owners as quickly as possible, given the pending disconnection of water through the shared well. Water and sewer is currently installed up to the Wright/Schmidt property line, but not along the property frontage. To accommodate the property owner's emergency situation, the Kenosha Water Utility is permitting the owners to connect to water at the existing stub, located at the property line, and to petition the Kenosha Water Utility to install water and sewer along the property frontage in the future. The petition was reviewed and approved by the Kenosha Water Board at their July 26, 2010 meeting.

A meeting was held on July 23, 2010 with the Kenosha Water Utility, Mike Maki, Department of City Development and Lucyann Schmidt, the property owner, to explain the process. To facilitate water connection, the Kenosha Water Utility will install a water tap at the current water stub, located on the property line. The property owners are responsible for hiring a contractor to install a water line from the tap to the intersection of the existing water line from the shared well. The Water Utility will then install the water and sewer along the property frontage in 2011. In the interim, the property owners will be allowed to continue using their septic system, until sewer is installed along the frontage. The Kenosha Water Utility believes the interim water connection can be completed by September 1, 2010, pending the owner's ability to hire a contractor to complete the connection by that date.

JBL:kas

c: Bob Carlson, Kenosha Water Utility
Mike Maki, Department of City Development
Steve Mills, Kenosha Water Utility
Ed St. Peter, Kenosha Water Utility
Rich Schroeder, Department of City Development

ATTACHMENT AND TEMPORARY ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Parcel No. 80-4-122-051-0160
[Property Located 9525 60th Street]
Town of Somers
[Wright/Schmidt - Property Owners]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing temporary zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of two (2), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after July 10, 2010, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Temporary Zoning District Classifications. The territory described in Section One, upon attachment, shall have the temporary zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This temporary zoning district classification shall be and remain in effect for each parcel of land described therein until this Temporary Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 50th Ward of the 17th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Temporary Zoning District Classifications shall take effect on July 10, 2010, after passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

July 27, 2010

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter Ordinance No. 26, As Amended, Upon Certain Parcels of Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

EDWARD R. ANTARAMIAN,
City Attorney

ERA:kav

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

**TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF
CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN
PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN**

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated July 14, 2010, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Five Thousand Seven Hundred Thirty-six Dollars and ninety cents (\$5,736.90) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

July 27, 2010

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter Ordinance No. 26, As Amended, Upon Certain Parcels of Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

EDWARD R. ANTARAMIAN,
City Attorney

ERA:kav

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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

DATE: July 14, 2010

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	5507 24th Av	PARCEL #	09-222-36-477-002
	<u>OWNER OF RECORD:</u> Jeffrey Milkie 8552 37th Av Kenosha WI 53142	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/20/10	Administrative Fee	75.00
		Clean up	85.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	<u>160.00</u>
2.)	7818 Sheridan Rd	PARCEL #	06-123-07-276-015
	<u>OWNER OF RECORD:</u> Janel Stinefast 7818 Sheridan Rd Kenosha WI 53143	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/20/10	Administrative Fee	75.00
		Clean up	210.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	<u>285.00</u>
3.)	2900 63rd St	PARCEL #	01-122-01-129-010
	<u>OWNER OF RECORD:</u> Russell Castellanos 42678 Berrong Ct Winthrop Harbor IL 60096	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/21/10	Administrative Fee	75.00
		Clean up	755.00
		Certified Mail	6.15
		Newspaper Posting	
		TOTAL:	<u>836.15</u>
4.)	6420 12th AV	PARCEL #	05-123-06-133-012
	<u>OWNER OF RECORD:</u> New Venture Homes 9902 8th Av Pleasant Prairie WI 53158	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/21/10	Administrative Fee	75.00
		Clean up	255.00
		Certified Mail	6.15
		Newspaper Posting	
		TOTAL:	<u>336.15</u>

5.) **2019 60th Place** PARCEL # 05-123-06-228-030

OWNER OF RECORD:
Piyush Patel
515 Karey Ct
Wilmette IL 60091

Cleanup Date: 05/24/10

ASSESSMENT:
Administrative Fee 75.00
Clean up 655.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 736.15

6.) **1905 62nd St** PARCEL # 05-123-06-231-007

OWNER OF RECORD:
Jam Investment Properties
11120 235th Av
Trevor WI 53179

Cleanup Date: 05/24/10

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

7.) **1913 62nd St** PARCEL # 05-123-06-231-008

OWNER OF RECORD:
Jam Investments Properties
11120 235th Av
Trevor WI 53179

Cleanup Date: 05/24/10

ASSESSMENT:
Administrative Fee 85.00
Clean up 75.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

8.) **4623 5th Av** PARCEL # 12-223-31-102-011

OWNER OF RECORD:
John & Katheryn Tschlis
7063 West Belmont
Chicago IL 60634

Cleanup Date: 06/04/10

ASSESSMENT:
Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

9.) **4412 6th Av** PARCEL # 11-223-30-483-011

OWNER OF RECORD:
Ira Holtzman
1307 Shermer Rd
Northbrook IL 60062

Cleanup Date: 06/04/10

ASSESSMENT:
Administrative Fee 75.00
Clean up 255.00
Certified Mail
Newspaper Posting
TOTAL: 330.00

10.) **5117 19th Av** PARCEL # 12-223-31-258-004

OWNER OF RECORD:
Shawn Russ
4726 57th St
Kenosha WI 53144

Cleanup Date: 06/03/10

ASSESSMENT:
Administrative Fee 75.00
Clean up 155.00
Certified Mail
Newspaper Posting
TOTAL: 230.00

11.) **2910 23rd Av** PARCEL # 07-222-24-489-010

OWNER OF RECORD:

Emilio, Joseph, Karen Covelli
4106 Lakeview DR
Racine WI 53403

Cleanup Date: 06/03/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 155.00
Certified Mail
Newspaper Posting
TOTAL: 230.00

12.) **6800 27th Av** PARCEL # 01-122-01-427-020

OWNER OF RECORD:

Janet Campagna
6517 90th Ct
Kenosha WI 53142

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

13.) **6110 18th Av** PARCEL # 05-123-06-232-023

OWNER OF RECORD:

Laken Properties
36219 Falcon Dr
Ingleside IL 60041

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

14.) **8115 Sheridan Rd** PARCEL # 06-123-07-427-007

OWNER OF RECORD:

Crescencio Ramirez
6503 21st Av
Kenosha WI 53143

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 166.15

15.) **5104 19th Av** PARCEL # 12-223-31-257-016

OWNER OF RECORD:

KCP Holdings
P O Box 162
Franksville WI 53126

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 166.15

16.) **4810 61st St** PARCEL # 02-122-02-202-014

OWNER OF RECORD:

Joanne Rodriguez
4810 61st St
Kenosha WI 53142

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

17.) **7320 34th Av** PARCEL # 01-122-01-367-009

OWNER OF RECORD:

Sergio Guzman
7320 34th Av
Kenosha WI 53142

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

18.) **2505 53rd St** PARCEL # 09-222-36-405-001

OWNER OF RECORD:

Daniel & Denise Hickey
6228 Larchmont Dr
Racine WI 53406

Cleanup Date: 06/15/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

19.) **1923 62nd ST** PARCEL # 05-123-06-231-010

OWNER OF RECORD:

Provisions Properties
20344 Rose Cottage Way
Land O Lakes FL 34637

Cleanup Date: 06/22/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	205.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	<u>286.15</u>

20.) **1113 61st St** PARCEL # 05-123-06-131-001

OWNER OF RECORD:

Piyusg Patel
515 Karey Ct
Wilmette IL 60091

Cleanup Date: 06/22/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

21.) **9116 65th St** PARCEL # 03-122-05-136-016

OWNER OF RECORD:

Victor Hernandez
9116 65th St
Kenosha WI 53142

Cleanup Date: 06/25/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	100.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>175.00</u>

22.) **5501 36th Av** PARCEL # 09-222-36-336-001

OWNER OF RECORD:

Christopher & Darcey Visocnik
5501 36th Av
Kenosha WI 53144

Cleanup Date: 06/25/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	55.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>130.00</u>

23.) 4628 37th Av

PARCEL # 09-222-36-228-012

OWNER OF RECORD:

Juana Tovar
4628 37th Av
Kenosha WI 53144

ASSESSMENT:

Administrative Fee	75.00
Clean up	155.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>230.00</u>

Cleanup Date: 06/25/10

CHARTER 26 TOTAL	\$ 5,736.90
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RESOLUTION NO. _____

**BY: ALDERPERSON RAY MISNER
ALDERPERSON JESSE DOWNING**

**TO PROVIDE A CONTRIBUTION FOR ATTORNEY
FEES INCURRED BY RICHARD MEEKER**

WHEREAS, Richard Meeker has been employed by the City of Kenosha in Protective Services-Fire Fighting since September 6, 1988; and,

WHEREAS, Richard Meeker most recently has been serving in protective service with the title of Division Chief for Quality Control and Public Health, having previously served as Division Chief of Emergency Medical Services; and,

WHEREAS, Richard Meeker indicated in a hearing before the Finance Committee that he perceived persecution from members of the Fire Department while he served in the capacity Division Chief of Emergency Medical Services; and,

WHEREAS, said perception of perceived persecution was in part based upon personal experience and in part upon his observations of others who have served in the Emergency Medical Services Division or had worked closely with this Division, which others had left the employment of the City while allegedly being persecuted; to wit, Division Chief of Training Matthew Hurtienne and Assistant Division Chief of Emergency Medical Services Leif Erickson, and,

WHEREAS, the facts surrounding the perception of Division Chief Meeker were complex to the point that attorneys representing the City came to differing opinions of the potential liability to the City; and

WHEREAS, in making a request for reimbursement of some of his legal expenses, Mr. Meeker indicated to the Finance Committee that he has incurred legal expenses in the approximate amount of _____; and,

WHEREAS, the Common Council finds that Division Chief Meeker's request for reimbursement differs from other instances of requests for reimbursement in that his perception,

although erroneous was not unreasonable; that the facts of Division Chief Meeker's situation were complex resulting in certain advice from City officials upon which Division Chief Meeker acted; and that the result of Division Chief Meeker's disagreement with the City was a settlement acceded to by Division Chief Meeker without resort to litigation, which settlement included a result that addressed some of his concerns; and,

WHEREAS, although there was no wrong doing on behalf of City officials with regard to Division Chief Meeker, nonetheless, the Common Council finds this to be an extraordinary circumstance such that without establishing any precedent for reimbursement in any similar circumstance, the Finance Committee has been moved to recommend to the Common Council to reimburse Division Chief Meeker \$_____ as a contribution toward his legal fees.

NOW THEREFORE, BE IT RESOLVED that despite there be no wrong doing perpetrated by any City official toward Division Chief Meeker, nonetheless, due to the extraordinary circumstances surrounding Division Chief Meeker's hiring of an attorney, the City of Kenosha hereby agrees to reimburse Division Chief Meeker \$_____ toward legal fees incurred with regard to his adverse action toward the City.

Adopted this _____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission</i>	<i>Action Sheet</i>	June 24, 2010
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Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcel #80-4-122-051-0160 at 9525 60th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, District #17. (Wright/Schmidt)

ACTION TAKEN	AYES	NOES
APPROVE	8	0
DENY		
RECEIVE AND FILE		
FORWARD TO	MEETING DATE	INFO FORWARDED
COMMON COUNCIL	07/07/10	
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
PUBLIC NOTICE	06/18/10	06/25/10

Rich Schroeder
Assistant City Planner

1CPC/2010/June24/action-map-wrightschmidt

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	June 24, 2010	Item 4
Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of Parcel #80-4-122-051-0160 at 9525 60th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, District #17. (Wright/Schmidt) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 9525 60th Street
Zoned: RS-1 Single-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

- Per Section 62.23 (6)(c) of the Wisconsin Statutes, the Common Council may amend the Official Map of the City upon publishing of a Class II Notice, holding a public hearing and referring the item to the City Plan Commission for report.
- The Common Council is in the process of approving the Attachment of property at 9525 60th Street, Parcel #80-4-122-051-0160.
- An Amendment to the Official Map is required to show the parcel within the City Municipal Boundary. The Amendment is reviewed by the City Plan Commission and the Common Council in accordance with the State Statutes.
- The Amendment is required to include the parcel within the City Limits.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution for the Map Amendment.


Mike Maki, AICP, Planner
1CPC/2010/June24/fact-map-wrightschmidt


Jeffrey B. Labahn, Director of City Development

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF PARCEL NO. 80-4-122-051-0160 LOCATED AT 9525 60th STREET, IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES [Wright/Schmidt – Property Owners]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-122-051-0160, located at 9525 60th Street, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on July 7, 2010, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Temporary Zoning District Classification Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-122-051-0160, located at 9525 60th Street, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Temporary Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 66.23(6)(c), Wisconsin Statutes,

**ATTACHMENT AND TEMPORARY ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan**

**Parcel No. 80-4-122-051-0160
[Property Located 9525 60th Street]
Town of Somers
[Wright/Schmidt - Property Owners]**

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing temporary zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of two (2), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after July 10, 2010, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: Temporary Zoning District Classifications. The territory described in Section One, upon attachment, shall have the temporary zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This temporary zoning district classification shall be and remain in effect for each parcel of land described therein until this Temporary Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 50th Ward of the 17th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Temporary Zoning District Classifications shall take effect on July 10, 2010, after passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

Attachment "A"

PETITION OF PROPERTY OWNERS FOR ATTACHMENT TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES, STATE APPROVED COOPERATIVE PLAN

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 2.

Legal Description:

Part of the Northeast Quarter of Section 5, Town 1 North, Range 22 East of the Fourth Principal Meridian lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the northwest corner of said Quarter Section; thence east along the north line of said Quarter Section, 164.18 feet to the northerly extension of the west line of the 20' wide parcel of land described as Parcel No. 2 in Document number 1105180 recorded on July 17, 1998 with the Kenosha County Register of Deeds Office; thence south along the west line of the 20' wide parcel of land described as said Parcel No. 2, being here parallel to the west line of said Quarter Section, 354.75 feet; thence west parallel to the north line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 164.18 feet to the west line of said Quarter Section; thence north along said west line, 354.75 feet to the northwest corner of said Quarter Section and the point of beginning; containing 1.335 acres of land, more or less.

Date	Signature of Petition/Owner	Mailing Address/Phone Number
4-25-10	<i>Julianne Smith</i>	9525 60th St 202-331-4467
4/25/10	<i>Maura Wright</i>	9525 60th St 847-401-2682



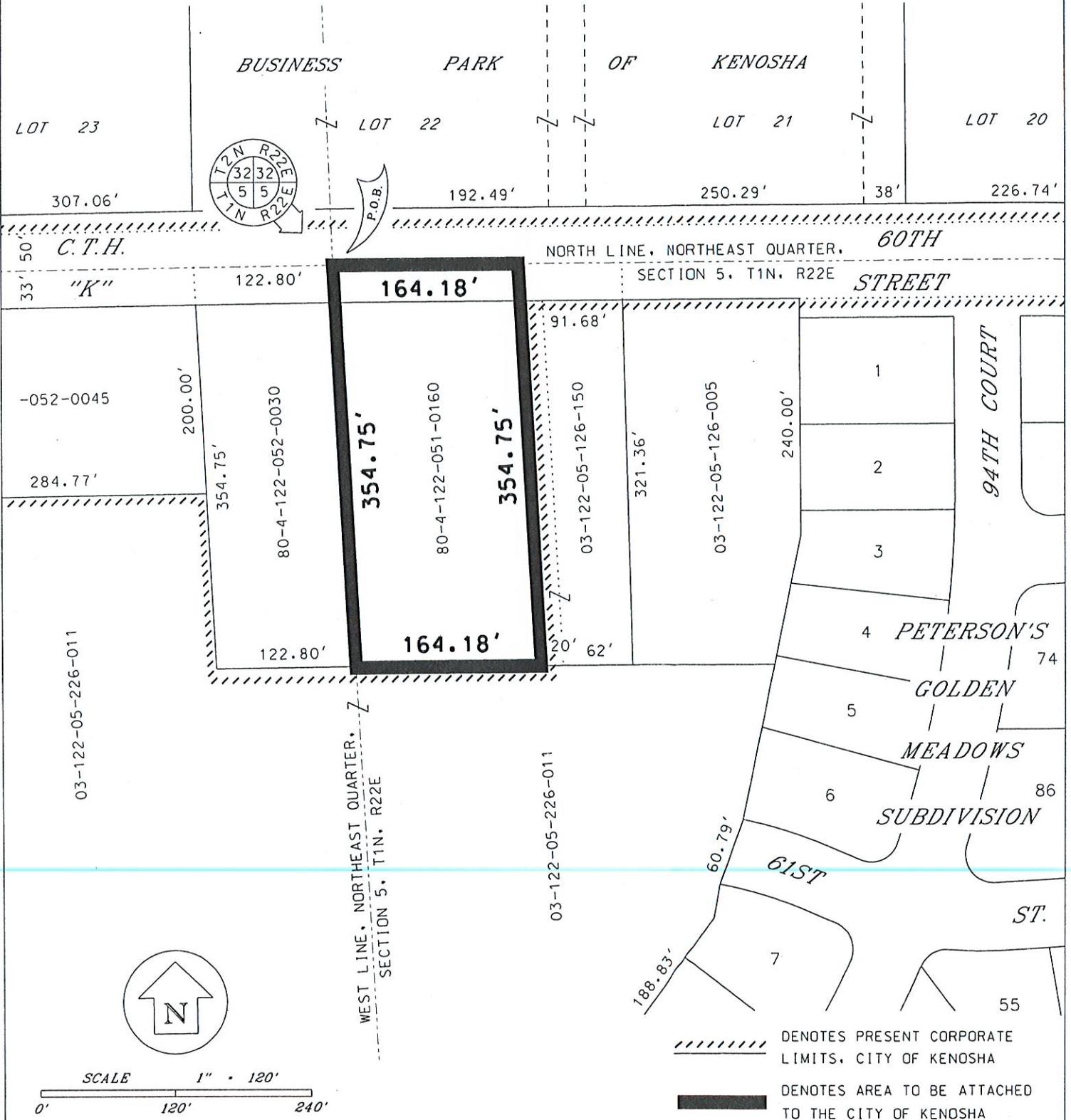
2MAKI/ATTACH/2010/WRIGHT/Petition-041910

CITY OF KENOSHA
 DISTRICT MAP
 ATTACHMENT ORDINANCE

Attachment "B"

SUPPLEMENT NO. AT5-10 ACCOMPANYING ORD. NO. _____

WRIGHT / SCHMIDT PETITION



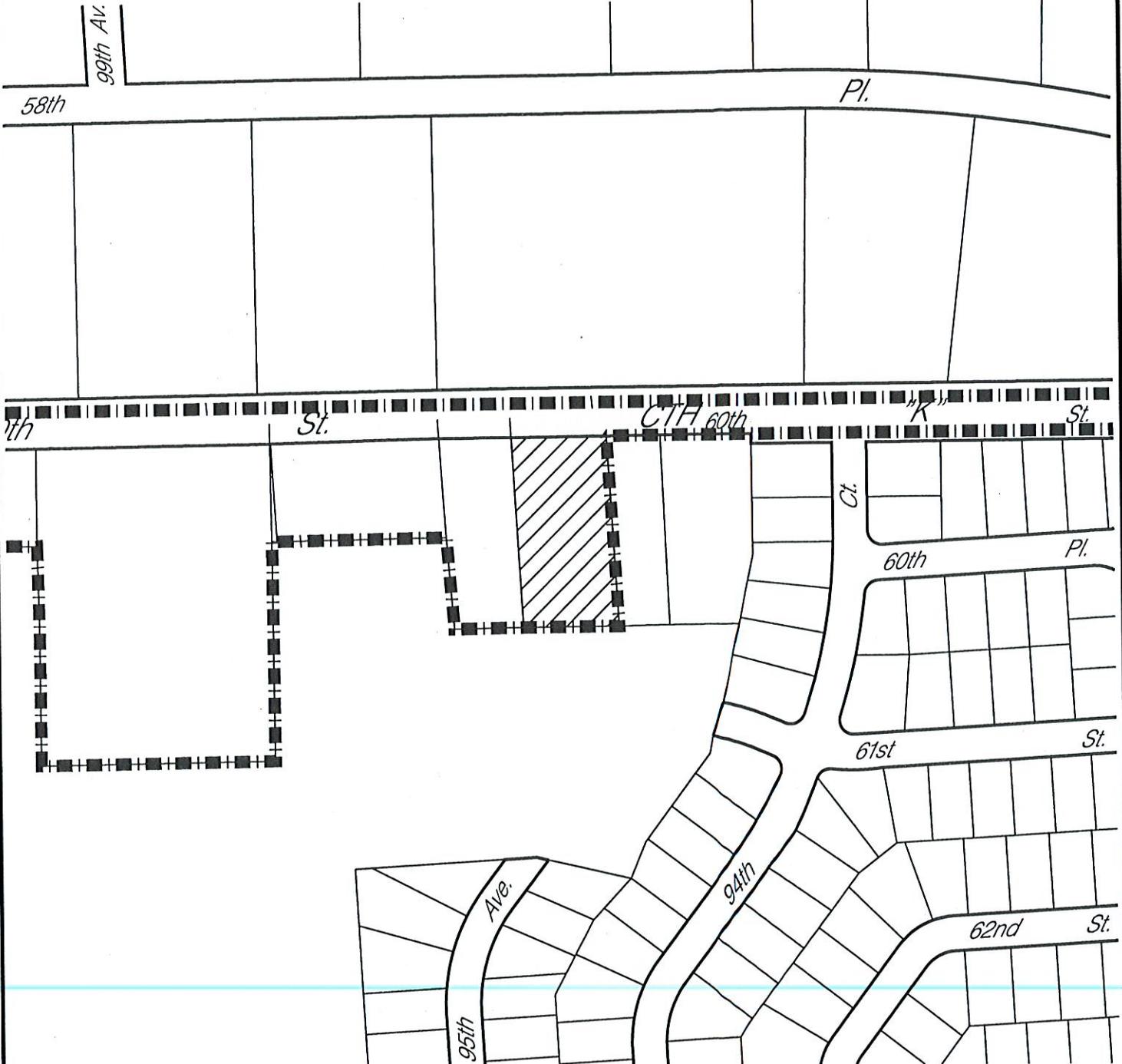
CITY OF KENOSHA

Zoning District Classification Map
Attachment "C"

SUPPLEMENT NO. AT5-10

ORDINANCE NO. _____

Wright / Schmidt Petition



Property to be zoned:

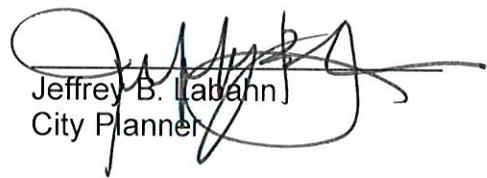
-  *RS-1 Single Family Residential*
-  *Air-4 Airport Overlay District Overflight*

 *Municipal Boundary*

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	July 22, 2010
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Resolution to amend the Official Map for the City of Kenosha, WI, to rescind the designation of 21st Street from 27th Avenue to the existing terminus, west of 26th Avenue, pursuant to Section 62.23(6), Wisconsin Statutes, District #5.

ACTION TAKEN	AYES	NOES	ABSTAIN
APPROVE	6	1 - Landry	1 - Lemens
DENY			
RECEIVE AND FILE			
FORWARD TO			
	MEETING DATE	INFO FORWARDED	
COMMON COUNCIL	08/16/10		
FINANCE			
LEGAL			
PUBLIC WORKS	07/26/10		
PARKS			
WATER UTILITY			
PUBLIC NOTICE		07/16/10	07/23/10


 Jeffrey B. Labahn
 City Planner

1CPC/2010/July22/action-resol-21s

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item \
Resolution to amend the Official Map for the City of Kenosha, WI, to rescind the designation of 21st Street, from 27th Avenue to the existing terminus west of 26th Avenue, pursuant to Section 62.23(6), Wisconsin Statutes, District #5. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 21st Street between 27th and 26th Avenues

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman LaMacchia, has been notified. This item will also be reviewed by the Public Works Committee and the Common Council.

ANALYSIS:

- A property owner has requested the City to remove 21st Street, between 27th Avenue and the existing terminus west of 26th Avenue, from the Official Map.
- Since the extension of 21st Street, from 27th Avenue to the existing terminus west of 26th Avenue, is not needed to develop this area, Staff determined the street could be removed from the Official Map.
- The attached Resolution will remove 21st Street, from 27th Avenue to the existing terminus west of 26th Avenue, from the City's Official Map.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution amending the Official Map.

Mike Maki, AICP, Planner
1CPC/2010/July22/fact-resol-21s

Jeffrey B. Labant, Director of City Development

Mr. Jeff Labahn
Director of City Development
City of Kenosha
625-52nd Street
Kenosha, WI 53140

May 17, 2010

Subject: Request for a meeting with you on 21st Street - East of 28th Avenue.

Dear Mr. Labahn:

My wife and I own the vacant two acre parcel - 21st Street and 28th Avenue - (07-222-24-175-007 & -005). I respectfully request you for a meeting to discuss an important matter/issue pertaining to 21st Street Extension towards East side of 28th Avenue. I can meet with you any place at any time.

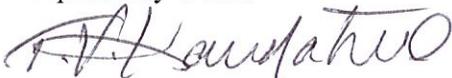
Separately I met with Mayor and Councilman Rocco Lamachia to explain my position on this "Street" issue. I also met with Mr. Rich Schroeder and Mr. Brian Wilkie of your office more than once to discuss the same issue. In my meetings with Mr. Schroeder and Mr. Wilkie they informed me that you would be conducting a meeting with Mr. Lamachia to discuss several issues including the 21st Street.

Please see the two enclosures, one to the Mayor and another one to Mr. Richard Schroeder and Mr. Brian Wilkie.

I will be highly obliged if you give me about 30 minutes of your valuable time to talk to you in person.

I want to bring this matter/issue to conclusion ASAP. (I am a seventy two year old retired person). Your continued support and cooperation is greatly appreciated.

Respectfully Yours



Thomas V. Kandathil
5620 College Point Ct.
Racine, WI 53402
Tel. 262-631-2623 and 262-639-2722

CC: Councilman Rocco Lamachia
Mr. Richard Schroeder
Mr. Brian Wilkie

Mr. Richard Schroeder
Mr. Brian Wilkie
City of Kenosha
625 – 52nd Street
Kenosha, WI 53140

04-19-2010

Hi Richard and Brian:

Thank you for your continued support. I know; you are trying to help me. I request your continued support/help to bring this project to a conclusion. About four weeks ago I submitted my Conceptual plan to the Mayor with copies to you and Engg. Dept.

Once more I request your support in this matter – to eliminate the 21st Street extension from the map. I was trying for the last five years to complete this project. There are many reasons I could not start this project. One of them certainly is the lack of enthusiasm and understanding from the City of Kenosha.

Since buying this property for \$56,000.00 I have spent more than \$13500.00 (\$3000.00 to the City planning department to review the original plan which did not materialize due to high cost of road construction, about \$2000.00 for maintaining the parcel to the city's and neighbors' satisfaction, about \$1500.00 for CSM for survey and CSM and about \$7,000.00 in City taxes). So far my out of pocket expense is about \$69,500.00 on this two acre parcel. I am a retired person and financially I cannot continue spending money like this.

The 21st street residents (east of Cycle path) have happily lived there without the extension to the west for more than 25 years. They do not want it now either. It was echoed loudly at the informational meeting conducted about three months ago in the library.

That short connection was proposed anticipating a school in Sun Point Sub Division. The school is gone. The short connection does not serve any purpose other than negatively affecting the neighborhood and the neighborhood property value.

I believe it is a matter of simple decision by the City Planning Department to recommend to the Common Council to take the 21st Street connection from the map.

If the parcel is developed now six low to medium priced houses can be built. Six new houses in that area on 28th Avenue can bring in approximately \$20,000.00 in Tax Revenue.

Kenosha City can use additional revenue. The construction cost is favorable now. With your help I can move this project forward.

In your opinion if a presentation to the Councilmen representing the Districts is needed I request you to initiate it ASAP.

Please see the attachment. It is a letter I wrote to The Mayor pertaining to the elimination of 21 Street east of 28th Avenue.

I will be happy to meet with you again on this matter. Let me know your convenient time and place. I can be reached at **262-631-2623 or 262-639-2722.**

Thomas Kandathil

10-06-2009

Honorable Mayor Keith Bosman
Chairman, City Planning Commission
City of Kenosha
625 - 52nd Street, Kenosha, WI 53140

CC: Mr. Jeff Labahn, Director
Department of City Development

Subject: Request for Elimination of 21st Street Extension; East of 27th Avenue.

Honorable Mayor and Planning Commission Chairman:

My wife and I own the vacant two acre parcel - 21st Street and 27th Avenue - (07-222-24-175-007 & -005). We respectfully request you and the City Planning Department to eliminate the 21st Street Extension towards East side of 27th Avenue and delete it from the map.

I met with several home owners in the immediate neighborhood and none of them want 21st street extension east of 27th Avenue, cutting/crossing, their favorite walk path. These home owners violently oppose it. Some home owners informed me that they already signed petition and informed the City Planning opposing cutting and crossing the walk path. They will start another petition if it is needed. In fact they might have already started it. They will request the elimination of the extension of 21st street east of 27th avenue. You should receive it in a short while.

The extension was originally planned when there was a proposal of a public school in the area. That plan is already scraped and there is no more school there. Therefore the need of this extension can be eliminated once for all.

In my own studies and discussion with experts:

- This extension will create severe disturbance to a peaceful neighborhood.
- It can be a safety hazard to the neighborhood (Speed racing and Snow mobiles)
- The extension does not have any benefit to the local community/city. It is going to the road and neighborhood maintenance expenses to the city
- **Economically the property (two acre parcel- 21st Street and 27th Avenue) cannot be developed if the road extension remains to be a requirement. It will be a financial disaster for the developer. (Developers' opinion and estimated cost from three different developers)**

- It will cut/destroy the existing bicycle route/trail and the walk path. The local community, particularly the elderly, need it and enjoys walking and jogging in the current walk path.
- The extension can bring in nuisance, vandalism and hi speed traffic demanding extra police protection for the area home owners.
- There are existing extensions (from 27th and 28th Avenues) towards east connecting 18th and 24th streets to serve the local community. So another extension from 21st street is not needed in expert's opinion.

Please consider our reasoning and explanation and we hereby request that 21st street from 27th Avenue to the East be removed from the Official Map. We will be highly obliged to you and the City authorities for a favorable consideration and immediate action on this matter. Thank you.

Respectfully Yours

Thomas V. Kandathil

Lucy T. Kandathil
5620 College Point Ct.
Racine, WI 53402

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO RESCIND THE DESIGNATION OF 21ST STREET FROM 27TH AVENUE TO THE EXISTING TERMINUS, WEST OF 26TH AVENUE AS A FUTURE STREET, PURSUANT TO SECTION 62.23(6), WISCONSIN STATUTES

WHEREAS, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an official City map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

WHEREAS, the City of Kenosha, Wisconsin, previously adopted future streets on its Official Map in order to ensure proper development and access within the neighborhood lying within the Northeast Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha in Kenosha County, Wisconsin, more generally described as 21st Street from 27th Avenue to the existing terminus west of 26th Avenue; and,

WHEREAS, said future street described as 21st Street from 27th Avenue to the existing terminus west of 26th Avenue is no longer required to serve the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by removing

therefrom 21st Street from 27th Avenue to the existing terminus west of 26th Avenue as a future street as depicted on Supplement No. FS1-10.

BE IT FURTHER RESOLVED, that the City Clerk/Treasurer is hereby directed to file a certified copy of this Resolution, along with the attached Supplement No. FS1-10, in the Office of the Register of Deeds for Kenosha County, Wisconsin.

BE IT FURTHER RESOLVED, that this resolution shall not be effective until an ordinance amending the Comprehensive Plan consistent herewith is effective.

Adopted this ____ day of _____, 2010.

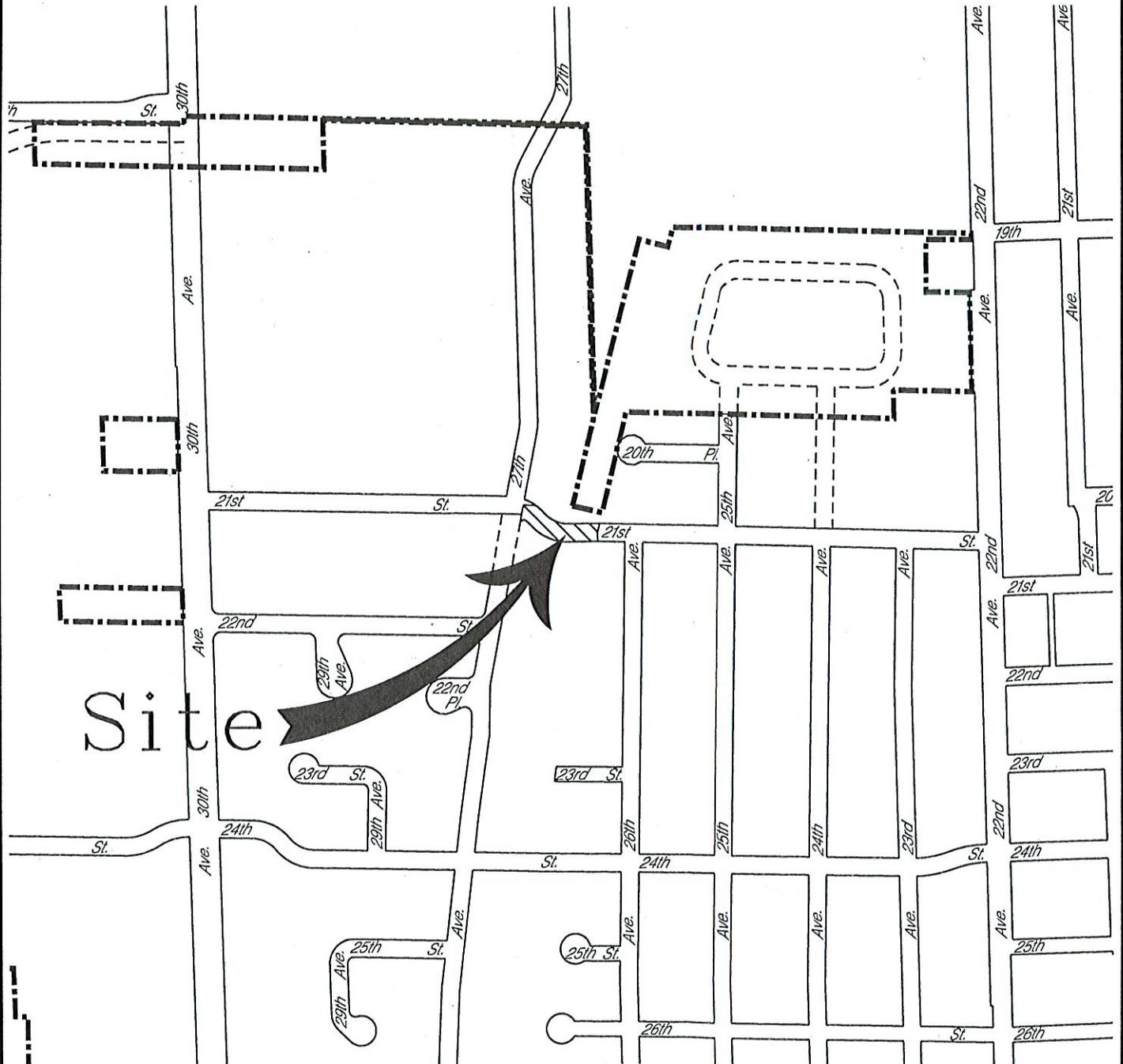
ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City of Kenosha
 Official Map Amendment
 21st Street from 26th to 27th Avenues

SUPPLEMENT NO. FS1-10
 RESOLUTION NO. _____

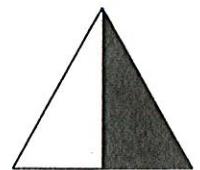


Street to be removed from Official Map



Municipal Boundary

NORTH

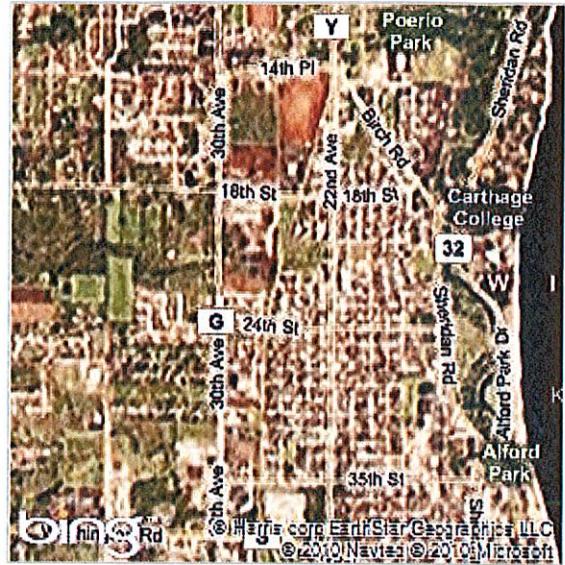


Print

Bing Maps

Official Map Amendment to Remove 21st Street

FREE! Use Bing 411 to find movies, businesses & more: 800-BING-411



RESOLUTION NO. _____

BY: MAYOR

**TO CHANGE THE LOCATION OF THE
ABSENTEE BALLOT SITE FROM THE
MUNICIPAL BUILDING TO THE KENOSHA
PUBLIC MUSEUM**

WHEREAS, September 14, 2010, is the date for the partisan primary election date for the State of Wisconsin; and,

WHEREAS, November 2, 2010, is the date for the general election date for the State of Wisconsin; and,

WHEREAS, the City Clerk has charge and supervision of elections in the City including, but not limited to, absentee voting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to §6.855 of the Wisconsin Statutes, the Kenosha Public Museum located at 5500 first Avenue, shall be the alternate absentee ballot site. As such it shall be the location from which electors may request and vote absentee ballots and to which absentee ballots shall be returned by electors for the September 14, 2010, and November 2, 2010, elections.

Adopted this _____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____
 Keith G. Bosman

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent
Administrative Supervisor
 Janice D. Schroeder

Street Division
 John H. Prijic
 Superintendent
Waste Division
 Rocky Bednar
 Superintendent
Parks Division
 Jeff Warnock
 Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
 Telephone (262) 653-4050 · Fax (262) 653-4056

July 21, 2010

To: G. John Ruffolo, Chairman,
 Public Works Committee

From: Michael M. Lemens, P.E. _____
 Director of Engineering /City Engineer

Subject: Project: 10-1013 CDBG Resurfacing

Location: 69th Street - 26th Avenue to 22nd Avenue, 69th Street - 22nd Avenue to 20th Avenue, 69th Street - 16th Avenue to Railroad, 64th Street - 27th Avenue to 26th Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$475,000.00. Budget amount is \$553,997.00.

This project consists of removing and replacing concrete curb and gutter, repairing hazardous concrete sidewalk, concrete driveway approaches and handicap ramps, adjusting inlets and utility manholes, installing storm sewer and inlets, resurfacing with hot mixed asphalt and site restoration.

Following is the list of bidders:

	Total Base Bid
Payne & Dolan, Inc., Kenosha, WI	\$453,630.74
A.W. Oakes & Son, Inc., Racine, WI	\$499,452.86

It is recommended that this contract be awarded to Payne & Dolan, Inc., Kenosha, Wisconsin, for the base bid amount of \$453,630.74 plus \$46,369.26 in contingency for unforeseen conditions (if needed), for total award amount of \$500,000.00. Funding is from CDBG.

MML/kjb

cc: Carol Stancato, Director of Finance

Common Council Agenda Item #J.1

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this “Agreement”) made and effective as of the _____ day of January, 2010, is made by FIRST INDUSTRIAL INVESTMENT II, LLC, a Delaware limited liability company (“FII”).

R E C I T A L S:

WHEREAS, First Industrial Investment, Inc. (the “FR”) entered into that certain Development Financing Agreement (Tax Incremental District No. 11) with the City of Kenosha (the “City”) dated as of August 1, 2007 (the “2007 Agreement”), with respect to certain property in Tax Incremental District No. 11 (the “District”) under which FR intended to develop for industrial uses as set forth in the 2007 Agreement; and

WHEREAS, the City and FR entered into that certain Amended and Restated Development Financing Agreement (Tax Incremental District No. 11) as of April 21, 2008 (the “Amended and Restated Agreement”), in which the parties amended and restated the 2007 Agreement in order to encompass all of the Property owned or to be developed by FR and the Developer’s Improvements; and

WHEREAS, the City issued to FR the Series A Bond dated October 1, 2007, in the original principal amount of \$4,906,000, which such principal amount is to be adjusted to an amount equal to the actual cost of the Developer’s Improvements (as defined in the Amended and Restated Agreement) but not to exceed \$11,781,754, with such principal amount bearing interest from issue date at the rate of 9.5% per annum (the “Series A Bond”); and

WHEREAS, as part of its restructuring, FR assigned, and FII assumed, all of FR’s right, title, and interest in and to the Amended and Restated Agreement and Series A Bond pursuant to that certain Assignment and Assumption of Amended and Restated Development Financing Agreement made and effective as August 31, 2009 (the “Assignment”), and the City consented to the same; and

WHEREAS, as part of the Assignment and registration of FII as the new Series A bondholder, FII, upon an exhaustive search of its files, was unable to locate the original Series A Bond that the City issued to FR; and

WHEREAS, FII desires for the City to issue a duplicate original Series A Bond to FII to replace the original Series A Bond, and FII agrees to indemnify and hold the City harmless from and against any liabilities relating to the reissuance of the Series A Bond as set forth herein.

NOW, THEREFORE, in consideration of the issuance of a duplicate original of the Series A Bond to FII, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **Series A Bond Lost.** The Series A Bond was lost or inadvertently destroyed on or about, _____, 2009, under the following circumstances:

FR relocated its offices since the issuance of the Series A Bond,
and the employee of FR who previously was the project leader for FR in

QB\9536823.2

the creation of the District and for FR's negotiation of the 2007 Agreement, Amended and Restated Agreement, and recipient of the original Series A Bond, is no longer with FR. It is believed the original Series A Bond was lost or inadvertently destroyed during the office relocation and/or the transitioning of the files to the successor employee.

2. **Indemnification of City.** In consideration of the City's issuance of a duplicate original Series A Bond, FII agrees to indemnify and hold harmless the City, its officials, agents and employees (collectively, the "Indemnified Parties"), from and against any loss, damage, claim, or expense, including, but not limited to all attorneys' and other professional fees and costs incurred by the Indemnified Parties arising from or related to: (a) the City's issuance of the duplicate original Series A Bond or (b) FII's failure to observe its obligations under this Agreement or the duplicate original Series A Bond.

3. **Return of Found Original Series A Bond.** FII agrees that, in case the original Series A Bond is found, it will be promptly returned to the City.

4. **Representations and Warranties to City.** FII represents and warrants to the City for the purposes of the City's issuance of the duplicate original Series A Bond, that as of the date hereof: (a) it is duly organized, existing, and in current status in the state of Delaware; (b) it has the authority to enter into and perform this Agreement; (c) this Agreement does not conflict with other agreements or obligations of FII, and the obligations of the same are valid, binding, and enforceable against FII; (d) no lawsuits have been filed or threatened against it relating to, or that would materially affect, its obligations to the City under this Agreement or the duplicate original Series A Bond, and FII has no cause to believe that there is any reason for any such lawsuit to be filed against it; (e) FII is sufficiently capitalized to perform and pay its obligations under this Agreement and the duplicate original Series A Bond; (f) FII does not have any defenses, claims, rights of setoff, or rights of recoupment against any obligations to the City under the Series A Bond; (g) there is no claim or demand made on or against the original Series A Bond by any third party, and FII has no cause to believe that there is any reason for any such claim or demand; and (h) FII has not assigned, endorsed, sold, or other transferred all or any portion of the Series A Bond.

5. **City Right of Setoff.** The City may set off any payments due and owing to FII under the Series A Bond against any loss, damage, claim, or expenses incurred by the Indemnified Parties under Section 2, above, in connection with issuance of the duplicate original Series A Bond; provided, however, the City shall first provide FII a written notice of such amounts intended to be setoff and the reasons therefor.

6. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties.

7. **Captions.** The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

8. **Authority.** FII represents that the execution of this Agreement has been property authorized, and that the person signing this Agreement has been properly authorized to sign this Agreement on behalf of FII.

9. **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as those capitalized terms are defined in the Amended and Restated Agreement.

10. **Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To FII: First Industrial Investment II, LLC
311 South Wacker Drive
Suite 4000
Chicago, IL 60606

To the City: City of Kenosha
ATTN: City Administrator
625 – 52nd Street
Kenosha, WI 53140

Any party may, by written notice to the other party, designate a change for notice purposes.

[Signatures begin on the next page.]

2010 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**DROPRITE TREE & LANDSCAPE, LLC,
A Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$60,000.00

CONTRACT AMOUNT: \$21,495.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$38,505.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **DROPRITE TREE & LANDSCAPE, LLC**, a Wisconsin limited liability company, located at P.O. Box 163, Somers, Wisconsin 53171, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to remove trees according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "**AGREEMENT**". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Remove Trees", Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached

to this Contract are on file in the Department of Finance and Park Division, and are incorporated into this Contract by reference.

b. **"CONTRACTOR"** shall mean Droprite Tree & Landscape, LLC, and any subcontractors approved by the CITY.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by CITY.

e. **"STUMPING"** means either removal of a stump or grinding of a stump, as appropriate.

f. **"REMOVAL PROCESS"** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, and debris removal.

g. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

h. **"WORKING DAY"** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-one Thousand Four Hundred Ninety-five (\$21,495.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In addition, **CONTRACTOR** will perform additional services as directed by the CITY and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Thirty-Eight Thousand Five Hundred Five Dollars (\$38,505.00). In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Remove Trees, the terms and conditions of the 2010 Contract To Remove Trees shall control and supersede the other documents. Work comprises the removing the trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Remove Trees, the Specifications and Special Conditions will control and supersede an inconsistent provision in this 2010 Contract To Remove Trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR shall fully remove at least five (5) trees per week until

Agreement is terminated. **CONTRACTOR** shall complete the removal process with respect to each tree within ten (10) working days of the start of the removal process.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein required and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting Work, until completion and acceptance, or December 31, 2010, whichever is earlier.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes of limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. FORESTER'S DECISION FINAL. Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly

arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. **FORESTER** shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **FORESTER** for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance and Park Division, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **FORESTER** attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by **FORESTER**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose

involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. CONTRACTOR shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to CITY for a period of one (1) year after final acceptance of Work by CITY.

15. CITY COOPERATION. CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CITY will physically mark trees to be removed and notify CONTRACTOR of the nature of the markings. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the FORESTER or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although CONTRACTOR performs Work as an independent Contractor, FORESTER shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom FORESTER may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to FORESTER in writing, upon commencement of Work.

19. SANITATION AND HEALTH. CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. CONTRACTOR shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction in the matter.

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only FORESTER, however, can reject Work. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective Work shall not waive any rights of FORESTER to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by

CITY shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

22. UTILITIES. CONTRACTOR has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all rights-of-way, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within twenty-four (24) hours after the completion of the Removal Process on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any Personal Property Tax, forfeiture or fee, whether or not

related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **FORESTER** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. CONTRACTOR agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add,

supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

39. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER** or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

Notices required by or relevant to this Agreement shall be furnished by **CITY** to **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Mr. Daniel Tessmann, President,
Droprite Tree & Landscape, LLC,
P.O. Box 163,
Somers, Wisconsin 53171

40. EXECUTION AUTHORITY. **CITY** and **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
CAROL STANCATO, Finance Director
Date: _____

BY: _____
RONALD L. BURSEK, Director,
Department of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

DROPRITE TREE & LANDSCAPE, LLC,
A Wisconsin Limited Liability Company

BY: _____
DANIEL TESSMANN, Managing Member
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

EXHIBIT A

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
3551	10 AVE.	SILVER MAPLE			44		1	01/21/10	
7718	10 AVE.	NORWAY MAPLE			20		1	01/20/10	LOW GROWING VARIETY
7551	15 AVE.	LINDEN			16	ON 15 AVENUE	1	01/20/10	
4710	17 AVE.	SILVER MAPLE			18		1	01/20/10	LOW GROWING VARIETY
7604	19 AVE.	LINDEN			21	ON 75 STREET	1	01/21/10	LOW GROWING VARIETY
4219	21 AVE.	LINDEN			29		1	01/20/10	
1605	21 ST.	NORWAY MAPLE			17		1	01/20/10	
2821	23 AVE.	SUGAR MAPLE			29		1	01/21/10	
3012	23 AVE.	ASH			28		0	01/20/10	
6703	23 AVE.	SIBERIAN ELM			44		1	01/22/10	
7119	24 AVE.	SILVER MAPLE			36		1	01/20/10	
7119	24 AVE.	SILVER MAPLE			38		N/A	01/20/10	
7328	24 AVE.	NORWAY MAPLE			13		1	01/20/10	LOW GROWING VARIETY
2303	24 ST.	NORWAY MAPLE			17	WEST TREE	1	01/20/10	ON 23 AVENUE
7947	25 AVE.	ASH			20		1	01/20/10	STREET LIGHT CONFLICT
2216	26 AVE.	NORWAY MAPLE			15		1	01/20/10	
2217	26 AVE.	NORWAY MAPLE			22		1	01/20/10	
3106	26 AVE.	HONEYLOCUST			26		1	01/22/10	LOW GROWING VARIETY
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			24		0	01/22/10	
2616	31 ST.	NORWAY MAPLE			28		1	01/22/10	
2120	32 ST.	LINDEN			24		1	01/20/10	
7738	34 AVE.	SILVER MAPLE			44		1	01/22/10	
6708	35 AVE.	SIBERIAN ELM			36		1	01/20/10	
7209	38 AVE.	SILVER MAPLE			39		1	01/21/10	
5606	44 AVE.	NORWAY MAPLE			26	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6109	44 AVE.	NORWAY MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			16		N/A	01/21/10	
6320	5 AVE.	ASH			17		0	01/21/10	NARROW PARKWAY AND WIRES
6320	5 AVE.	ASH			15		1	01/21/10	NARROW PARKWAY AND WIRES
6323	57 AVE.	SILVER MAPLE			15		1	01/22/10	
6323	57 AVE.	SILVER MAPLE			11		N/A	01/22/10	
6414	57 AVE.	NORWAY MAPLE			20		?	01/22/10	
4063	6 AVE.	NORWAY MAPLE			22	SOUTH TREE	NO	01/20/10	EXISTING STREET TREE
4103	6 AVE.	BOXELDER			15	NORTH TREE	NO	01/20/10	EXISTING STREET TREE

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
4517	60 ST.	SUGAR MAPLE			20	TREE ON 46 AVE.	1	01/21/10	
920	62 ST.	NORWAY MAPLE			35	ON 62 STREET	1	01/21/10	
920	62 ST.	NORWAY MAPLE			28	ON 62 STREET	N/A	01/21/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
4007	7 AVE	HONEYLOCUST			24		1	01/21/10	
4408	7 AVE	HONEYLOCUST			20		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			21		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			26		N/A	01/21/10	
3118	74 ST.	SILVER MAPLE			31	EAST TREE ON 74 ST.	0	01/21/10	
3118	74 ST.	SILVER MAPLE			28	ON 32 AVENUE	1	01/21/10	
4302	79 ST.	NORWAY MAPLE			20	NORTH TREE	1	01/21/10	ON 43 AVENUE
4620	79 ST.	SUGAR MAPLE			18	SOUTH TREE	0	01/21/10	ON 47 AVENUE
3501	86 Pl.	ASH			28		1	01/21/10	
LINCOLN	PARK	ASH			28			02/01/10	N. SIDE OF M.L.K DRIVE, 110' W OF 18 AVE
LINCOLN	PARK	ASH			25			02/01/10	N. SIDE OF M.L.K DRIVE, 200' W OF 18 AVE
LINCOLN	PARK	ASH			22			02/01/10	S. SIDE OF M.L.K DRIVE, 360' W OF 18 AVE
5802	PERSHING	NORWAY MAPLE			25	ON 58 ST.	1	01/21/10	
5903	PERSHING	NORWAY MAPLE			24	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6717	PERSHING	NORWAY MAPLE			18	NORTH TREE	1	01/21/10	
906	WASHINGTON	HONEYLOCUST			15		2	01/21/10	

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Proposal No. 10-10

WORK TO BE PERFORMED. Work shall consist of tree removal - severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and proper disposal.

LOCATION OF WORK. Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Park Division of locations for that day's work. The Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and/or the "Hazard Tree Removal Notification" letter.

The Park Division shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to the Park Division at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

REMOVAL. Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within three (3') feet of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

STUMP GRINDING. Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soil and to a radius of five (5') feet to provide a uniform and level surface. Grinding debris will be packed into and mounded over stump hole to a height of two (2") inches above curb or sidewalk height. Contractor is responsible for the hauling and deposit of all excess grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO REMOVE TREES
WITH INSTRUCTIONS TO PROPOSERS
ADDENDUM #1
Proposal Notice No. 10-10

COPY

Change:

Proposal to Remove Trees – Estimated number of Trees is 59.

CITY OF KENOSHA



Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO REMOVE TREES
WITH INSTRUCTIONS TO PROPOSERS
ADDENDUM #1
Proposal Notice No. 10-10**

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to remove trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Friday, May 21, 2010, at 3:00 P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree removal as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work, including work around utility lines. The City requires proof of the Contractor's involvement in tree service work and successful completion of similar projects.

Additional removals may be added to the list at the proposed price per tree with the consent of Contractor.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is December 31, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident - One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000) Dollars;
OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to

CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the site upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer of the Proposal that is deemed most advantageous to the City. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.
- Written certification that Contractor's employees working on the tree removals have successfully passed the Electrical Hazards Awareness

Program run by the National Arborist Association, Inc. (NAA) or equivalent.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Carol L. Stancato". The signature is written in a cursive style with a large initial 'C'.

Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION
ADDENDUM #1
TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Proposal No. 10-10

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SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

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2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
3551	10 AVE.	SILVER MAPLE			44		1	01/21/10	
7718	10 AVE.	NORWAY MAPLE			20		1	01/20/10	LOW GROWING VARIETY
7551	15 AVE.	LINDEN			16	ON 15 AVENUE	1	01/20/10	
4710	17 AVE.	SILVER MAPLE			18		1	01/20/10	LOW GROWING VARIETY
7504	19 AVE.	LINDEN			21	ON 75 STREET	1	01/21/10	LOW GROWING VARIETY
4219	21 AVE.	LINDEN			29		1	01/20/10	
1605	21 ST.	NORWAY MAPLE			17		1	01/20/10	
2821	23 AVE.	SUGAR MAPLE			29		1	01/21/10	
3012	23 AVE.	ASH			28		0	01/20/10	
6703	23 AVE.	SIBERIAN ELM			44		1	01/22/10	
7119	24 AVE.	SILVER MAPLE			36		1	01/20/10	
7119	24 AVE.	SILVER MAPLE			38		N/A	01/20/10	
7328	24 AVE.	NORWAY MAPLE			13		1	01/20/10	LOW GROWING VARIETY
2303	24 ST.	NORWAY MAPLE			17	WEST TREE	1	01/20/10	ON 23 AVENUE
7947	25 AVE.	ASH			20		1	01/20/10	STREET LIGHT CONFLICT
2216	26 AVE.	NORWAY MAPLE			15		1	01/20/10	
2217	26 AVE.	NORWAY MAPLE			22		1	01/20/10	
23106	26 AVE.	HONEYLOCUST			26		1	01/22/10	LOW GROWING VARIETY
2557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
2557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
2557	31 AVE.	NORWAY MAPLE			24		0	01/22/10	
2616	31 ST.	NORWAY MAPLE			28		1	01/22/10	
2120	32 ST.	LINDEN			24		1	01/20/10	
7738	34 AVE.	SILVER MAPLE			44		1	01/22/10	
6708	35 AVE.	SIBERIAN ELM			36		1	01/20/10	
7209	38 AVE.	SILVER MAPLE			39		1	01/21/10	
5606	44 AVE.	NORWAY MAPLE			26	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6109	44 AVE.	NORWAY MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			16		N/A	01/21/10	
6320	5 AVE.	ASH			17		0	01/21/10	NARROW PARKWAY AND WIRES
6320	5 AVE.	ASH			15		1	01/22/10	NARROW PARKWAY AND WIRES
6323	57 AVE.	SILVER MAPLE			15		1	01/22/10	
6323	57 AVE.	SILVER MAPLE			11		N/A	01/22/10	
6414	57 AVE.	NORWAY MAPLE			20		?	01/22/10	
4053	6 AVE.	NORWAY MAPLE			22	SOUTH TREE	NO	01/20/10	EXISTING STREET TREE
4103	6 AVE.	BOXELDER			15	NORTH TREE	NO	01/20/10	EXISTING STREET TREE

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
4517	60 ST.	SUGAR MAPLE			20	TREE ON 46 AVE.	1	01/21/10	
920	62 ST.	NORWAY MAPLE			35	ON 62 STREET	1	01/21/10	
920	62 ST.	NORWAY MAPLE			28	ON 62 STREET	N/A	01/21/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
4007	7 AVE.	HONEYLOCUST			24		1	01/21/10	
4408	7 AVE.	HONEYLOCUST			20		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			21		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			26		N/A	01/21/10	
3118	74 ST.	SILVER MAPLE			31	EAST TREE ON 74 ST.	0	01/21/10	
3118	74 ST.	SILVER MAPLE			28	ON 32 AVENUE	1	01/21/10	
4302	79 ST.	NORWAY MAPLE			20	NORTH TREE	1	01/21/10	ON 43 AVENUE
4620	79 ST.	SUGAR MAPLE			18	SOUTH TREE	0	01/21/10	ON 47 AVENUE
3501	86 PL.	ASH			28		1	01/21/10	
CLINCOLN	PARK	ASH			28			02/01/10	N. SIDE OF M.L.K. DRIVE, 110' W OF 18 AVE.
CLINCOLN	PARK	ASH			25			02/01/10	N. SIDE OF M.L.K. DRIVE, 200' W OF 18 AVE.
CLINCOLN	PARK	ASH			22			02/01/10	S. SIDE OF M.L.K. DRIVE, 360' W OF 18 AVE.
5802	PERSHING	NORWAY MAPLE			25	ON 58 ST.	1	01/21/10	
5903	PERSHING	NORWAY MAPLE			24	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6717	PERSHING	NORWAY MAPLE			18	NORTH TREE	1	01/21/10	
906	WASHINGTON	HONEYLOCUST			15		2	01/21/10	

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
Addendum #1
PROPOSAL TO REMOVE TREES

PROPOSAL NO. 10-10

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 59

Total: \$ _____

All work will be completed no later than _____, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- ◆ \$ _____ per inch (from 1" to 16")
- ◆ \$ _____ per inch (from 17" to 29")
- ◆ \$ _____ per inch (from 30" to 35")
- ◆ \$ _____ per inch (from 36" to 56")

measure at Fifty-four (54") inches above ground level.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

<p>OPTIONAL</p> <p>For Informational Purposes Only.</p> <p>Are you a minority-owned business?</p> <p>Yes _____ No _____</p>
--

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

COPY

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
Addendum #1
PROPOSAL TO REMOVE TREES

PROPOSAL NO. 10-10

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 59

Total: \$ 21,495.⁰⁰/₁₀₀

All work will be completed no later than 12/31/10, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- ◆ \$ 13.00 per inch (from 1" to 16")
- ◆ \$ 13.50 per inch (from 17" to 29")
- ◆ \$ 17.50 per inch (from 30" to 35")
- ◆ \$ 21.00 per inch (from 36" to 56")

measure at Fifty-four (54") inches above ground level.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Respectfully submitted,

Firm: Droprite Tree + Landscape LLC

Signature: Daniel Tessman

Address: P.O. Box 163 Somers
WI 53171

Phone: 554-6610 Fax: 859-0369
(262) (262)

OPTIONAL	
For Informational Purposes Only.	
Are you a minority-owned business?	
Yes _____	No _____

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF WISCONSIN)
:SS.
COUNTY OF _____)

_____ being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is _____, its Secretary is _____, and it does have a corporate seal.

The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of WI. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____ General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:

Telephone Number: _____

STATUTORY SWORN STATEMENT.

Daniel Tessman also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]

Signed: Daniel Tessman
Typed Name: Daniel Tessman
Title: Managing Member
Date: 5/21/10

STATE OF WISCONSIN)
:SS.
COUNTY OF Kenosha)

Subscribed and sworn to before me
this 21 day of May, 2010.

Allye Leasure
Allye Leasure
Notary Public, Kenosha County, Wisconsin
My Commission expires/is: 6/18/13

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** City of Racine
Contact: Sam Aiello
Address: 730 Washington Ave Room 103
Phone: 262-636-9143 **Fax:** 262 636-9100
2. **Name:** City of Racine
Contact: Chuck Klimek
Address: _____
Phone: 262 497-9089 **Fax:** 262 636-9154
3. **Name:** Village of Greendale
Contact: Carl
Address: 6351 Industrial Loop
Phone: 414 - 423 - 2133 **Fax:** _____
414 - 303 - 5086
4. **Name:** City of Franklin
Contact: Jerry Schaefer
Address: 7979 W. Ryan Road
Phone: 414 659-2719 **Fax:** 414 425-7315

International Society of Arboriculture Certified Arborist

Daniel D. Jessmann

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



A handwritten signature in dark ink, appearing to read 'J. Skiera'.

Jim Skiera, Executive Director
International Society of Arboriculture

WI-0593A	Apr 9, 2003	Jun 30, 2012
Certification Number	Certified Since	Expiration Date

**2010 CONTRACT TO PROVIDE MAINTENANCE PRUNING
TO LAWN PARK AREA AND PUBLIC RIGHT-OF-WAY TREES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**TREES "R" US, INC.,
An Illinois Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$100,000.00

CONTRACT AMOUNT: \$67,230.00

**COMPENSATION FOR ADDITIONAL PRUNING AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$32,770.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **TREES "R" US, INC.**, an Illinois corporation, located at P.O. Box 6014, Wauconda, Illinois 60084, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to provide maintenance pruning work to lawn park area and public right-of-way trees located on all City streets and avenues East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**FORESTER**" shall mean the Forester of the City of Kenosha within the Park Division, and include designees.

c. **"CONTRACT"**. The following documents comprise the complete Contract: Request for Proposals, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Finance Department and Park Division, and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do Work herein described whose proposal was accepted by **CITY**. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Proposal as accepted, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

f. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by **CITY**.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Sixty-seven Thousand Two Hundred Thirty (\$67,230.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work, defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. In addition, **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Thirty-Two Thousand Seven Hundred Seventy Dollars (\$32,770.00). In the event of a conflict between the Request for Proposals, the Proposal and the Contract, the terms and conditions of the Contract shall control and supersede the other documents. Work shall consist of providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. In the event of a conflict with this Contract, said document will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within thirty (30) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting **CITY** Forester, in writing, prior to the

time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **CITY** Forester grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **CITY** Forester determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **CITY** Forester shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **CITY** Forester from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

a. Respecting Work, until completion and acceptance, or December 31, 2010, whichever is earlier.

b. Respecting warranty, until expiration of warranty term.

c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of statute of limitations where no claims filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **CITY** Forester, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. CITY FORESTER'S DECISION FINAL. Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of **CITY** Forester shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **CITY** Forester be challenged in Court, the Court may only set aside a decision of the **CITY** Forester if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. CITY Forester shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by CITY Forester for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary to temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in CITY Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the CITY Forester on behalf of the CITY, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in CITY Finance Department and Park Division, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided CITY Forester attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by CITY Forester. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to CITY for a period of one (1) year after final acceptance of Work by CITY.

15. CITY COOPERATION. CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CITY will physically mark trees to be removed and notify CONTRACTOR of the nature of the markings. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the CITY Forester or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although CONTRACTOR performs Work as an independent Contractor, CITY Forester shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom CITY Forester may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to CITY Forester in writing, upon commencement of Work.

19. SANITATION AND HEALTH. CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. CONTRACTOR shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction in the matter.

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. However, only CITY Forester can reject Work. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective Work shall not waive any rights of CITY Forester to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve CONTRACTOR of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions which affect Work and the Work site.

22. UTILITIES. CONTRACTOR has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within twenty-four (24) hours after the completion of Work on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **CITY** Forester may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **CITY** Forester. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any Personal Property Tax, forfeiture or fee, whether or not

related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **CITY** Forester may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **CITY** Forester or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **CITY** Forester executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

Payment will not be made for so long as any order relative to seeking compliance with this Contract made to **CONTRACTOR** by **CITY** Forester is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **CITY** Forester until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent Contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **CITY** Forester and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **CITY** Forester as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. However, if this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **CITY** Forester or until another contractor takes possession of the Work site. The

CONTRACTOR will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. CONTRACTOR agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance

with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

39. GOVERNING LAW; VENUE. This Contract shall be construed, enforced and governed in all respects, in accordance with the laws and statutes of the United States of America and the State of Wisconsin, and as they may be amended from time to time. All disputes between the parties to this Contract are to be venued in the courts of Kenosha County, Wisconsin, or the Federal Courts for the Eastern District of Wisconsin; the parties consent to personal jurisdiction thereto.

40. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **CITY** Forester or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

Notices required by or relevant to this Agreement shall be furnished by **CITY** to **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Nick Willis,
Vice President,
Trees "R" Us, Inc.,
P.O. Box 6014,
Wauconda, Illinois 60084

41. EXECUTION AUTHORITY. **CITY** and **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
CAROL STANCATO, Finance Director
Date: _____

BY: _____
RONALD L. BURSEK,
Director of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

TREES "R" US, INC.,
An Illinois Corporation

BY: _____
JENNI WILLIS, President
Date: _____

BY: _____
NICK WILLIS,
Vice President
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

EXHIBIT A

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PRUNING TREES IN LAWN PARK AREAS**

Proposal No. 08-10

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree pruning on lawn park areas and public rights-of-way in the following section of the City:

- ◆ East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification by Contractor of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2010 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City shall give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2010, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the contract, and terminate said contract.

The Kenosha Park Division may prioritize prunings at its discretion. The Contractor shall be given 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s). If any incidents occur that will impact any day's work, the Park Division must be contacted as soon as possible.

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Park Division of locations for that day's work. The Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

The Park Division shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to the Park Division at 653-4080.

SAFETY. Work will conform to the most recent revision of American National

Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Superintendent of Parks and Forestry, or his designee,

TREE PRUNING. The purpose of the Tree Pruning Contract is to raise the lawn park area trees so that they are in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4th) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground. Any deadwood within the tree shall be removed if the branch exceeds one (1) inch in diameter at its base.

Not every tree within the 2010 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, slash and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by Kenosha Park Division.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his or her supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearing operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or

apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes are not be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering

activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL
TO PRUNE TREES IN THE LAWN PARK AREA
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 09-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to prune trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Friday, May 21, 2010, at 2:00 P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree maintenance as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work, including work around utility lines. The City requires proof of the Contractor's involvement in tree service work and successful completion of similar projects. An International Society of Arboriculture (ISA) Certified Arborist shall be on the job site at all times during all tree pruning operations.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is December 31, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident - One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000) Dollars;
OR a combined single limit of One Million (\$1,000,000.00) Dollars.

- **Worker's Compensation: Statutory limits.**

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

- **Release and waiver of liens.**

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the site upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the proposer deemed most qualified. In making this determination, City will consider with respect to each proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming proposers, to reject all proposers and request new proposals to accept the proposal most advantageous to the City, or to select the most qualified proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.
- Written certification that Contractor's employees working on tree pruning have successfully passed the Electrical Hazards Awareness Program run by the National Arborist Association, Inc. (NAA) or equivalent.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PRUNING TREES IN LAWN PARK AREAS**

Proposal No. 09-10

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

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- ◆ East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification by Contractor of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2010 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City shall give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2010, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

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The Kenosha Park Division may prioritize prunings at its discretion. The Contractor shall be given 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

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SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s). If any incidents occur that will impact any day's work, the Park Division must be contacted as soon as possible.

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Park Division of locations for that day's work. The Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

The Park Division shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to the Park Division at 653-4080.

SAFETY. Work will conform to the most recent revision of American National

Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

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Not every tree within the 2010 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, slash and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by Kenosha Park Division.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his or her supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearing operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or

apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes are not to be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering

activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit Insurance certificates as per the Contract requirements prior to any removals.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 09-10**

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: _____ Per Tree

All work will be completed no later than December 31, 2010, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Firm: _____

Signature: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Optional:

Are you a minority owned business? Yes _____ No _____



ASPLUNDH
5907 Municipal Street
Schofield, WI 54476

BEST WOOD JUDGE
2905 Minot Lane
Waukesha, Wisconsin 53188

THE CARE OF TREES
275 C 12 Street
Wheeling, Illinois 60090-2004

BEST TREES
1435 Yorkshire Drive
Streamwood, Illinois 60107

CORE SERVICES LLC
220 LIBERTY STREET
P O BOX 964
BARBOURVILLE KY 40900

COMPLETE TREE SERVICE
204 Front Street
Burlington, Wisconsin 53105

T & T TREE SERVICE
3603 Maple Road
Burlington, Wisconsin 53105

DAVEY TREE EXPERT
2180 S DANNY RD
NEW BERLIN WI 53146

HENRICKSEN THE CARE OF TREES
8733 Ridgefield Rd
Crystal Lake, Illinois 60012-2715

OLY'S STUMP REMOVAL
8000 109th Avenue
Pleasant Prairie, Wisconsin 53158

MIKE'S TREE SERVICE
9011 24th Avenue
Kenosha, Wisconsin 53143

A & J TREE SERVICE
23333 124th Street
Trevor, Wisconsin 53179

AMERICAN TREE SERVICE
8720 184th Avenue
Bristol, Wisconsin 53104

THE DOCTORS OF LANDSCAPING
1225 45 Avenue
Kenosha, Wisconsin 53144-1172

RELIABLE TREE SERVICE
9031 24th Avenue
Kenosha, Wisconsin 53143

LAKESIDE TREE CARE
1621 43rd Avenue
Kenosha, Wisconsin 53144

AERIAL WORK SERVICES
13805 Wadsworth Road
Wadsworth, Illinois 60083

JOHN'S TREE SERVICE
5607 13th Avenue
Kenosha, Wisconsin 53140

THE CARE OF TREES
28981 North Henry Drive
Lake Bluff, Illinois 60044

ARBOR IMAGES
W296 Spring Prairie Road
Burlington, Wisconsin 53105



PETER AIELLO
AIELLO'S BUDGET TREE SERVICE LLC
6597 WILLIAMSBURG WAY
RACINE WI 53406

WHITNEY TREE SERVICE
N3137 AEBLY RD
MONROE WI 53566

BELLA LANDSCAPING
DINA SURINO
410 SHERIDAN ROAD
RACINE WI 53403

TREES-B-GONE
3600 13 AVENUE
KENOSHA WI 53140

BEYOND GREEN INC
1831 ROLLING GREEN DR
RACINE WI 53406

CLEAN CUT TREE SERVICE
PO BOX 545
LAKE VILLA IL 60046

LANDSCAPE CONCEPTS MANAGMENT INC
31745 N ALLEGHANY ROAD
GRAYSLAKE IL 60030

NATIVE CONSTRUCTION
PO BOX 125
KANSASVILLE WI 53139

CREATING CURB APPEAL
ATTN: MATTHEW SMITH
7819 15TH AVENUE
KENOSHA WI 53143

CASSITY TREE SERVICE
9160 CHARLES
STURTEVANT, WI 53177

DROPRITE TREE & TUB GRINDING
PO BOX 163
SOMERS, WI 53171

Label #5161
9/15/09
MAILING LISTS/Tree Pruning.wp

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 09-10

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: \$14.94 Per Tree

All work will be completed no later than December 31, 2010, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

 % Days

Net 30 Days

Date:

Firm: TREES "R" US, INC.

Signature: [Signature]

Title: Resident

Address: P.O. Box 6014

WAUCONDA, IL 60084

Phone: (547) 913-9069 Fax: (847) 487-3753

Optional:

Are you a minority owned business? Yes No



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

847-913-9069
847-506-0272
Fax: 847-487-3753

January 11, 2010

**Statement of Competency
Equipment List
All Equipment Owned by Company**

- 1995 Ford L800 30yd chip truck
- 1992 International 20yd chip truck
- 1986 GMC 7000 20yd chip truck
- 1998 International Forestry chip truck with 55' bucket
- 1992 International 60' bucket truck
- 1989 GMC 7000 65' bucket truck
- 1995 Ford F350 dump truck
- 1995 Ford F350 pickup
- 2006 Rayco RG Super50 stump grinder
- 2004 Brush Bandit 15" drum chipper
- 1999 Brush Bandit 18" drum chipper
- 1992 Brush Bandit 15" disc chipper
- 1999 Mack log truck
- 2004 Caterpillar 252B skid steer

Tree Removal
Stump Removal

Tree Trimming
Cabling

Lot Clearing
Firewood

Common Council Agenda Item #K.3

Trees "R" Us, Inc.

PO Box 6014
Wauconda, IL 60084
(847)913-9069 Lincolnshire
(847)506-0272 Prospect Heights
(847)487-3753 FAX

FAX TRANSMITTAL SHEET

TO: Dirk Nelson **FROM:** Jenni Willis

FAX #: (262) 853-4093 **DATE:** 6/4/2010

PAGES: 1

SUBJECT: ISA Certification

COMMENTS:

Dirk-

Nick asked me to fax you our certified arborist information.

Tony Gliot's ISA certifiatoin number is IL1719A

Please let me know if you have further questions

Thanks

Jenni

DUMP SITE IS LORENZ TOPSOIL
8020 75 STREET

Tabulation Regarding Lawn Tree Pruning #09-10 (Park)

05/25/10

Preparer: mkl

100,000

	Arbor Images Inc.	Droprite Tree & Landscape, LLC	Lakeside Tree Care	Trees-B-Gone	Asplundh Tree Expert Co.	Aerial Work Services Co.	Trees "R" Us Inc.	Water, Wood and Stone
Estimated quantity	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Price Each	18.00	100.00	16.00	19.91	42.80	35.00	14.94	126.00
Payment Terms	No response	No response	No response	No response	Net 30	No response	Net 30	No response
Notes:	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Disposal Sites or Certification	No Certification

847-343-8256

\$ 67,230

LORENZ
8020 75 ST
DUMP SITE

**2010 CONTRACT TO PROVIDE TREES
AND TO PLANT SAID TREES IN CITY LAWN PARK AREAS
AND PUBLIC RIGHTS-OF-WAY**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Finance]**

And

**PAUL SWARTZ NURSERY & GARDEN SHOP, INC.,
A Wisconsin Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$50,000.00

CONTRACT AMOUNT: \$26,670.00

**COMPENSATION FOR ADDITIONAL TREES AND PLANTING AS REQUIRED BY THE CITY
OF KENOSHA: NOT TO EXCEED \$23,330.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, located at 30728 - 93rd Street, Burlington, Wisconsin 53105, hereinafter referred to as "**CONTRACTOR**".

W I T N E S S E T H:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to provide the trees and the labor and equipment to plant said trees on parkways and public rights-of-way within the City of Kenosha according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "**AGREEMENT**". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way", Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of project, Change Orders, Affidavit Respecting

Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and Park Division, and are incorporated into this Contract by reference.

b. **"CONTRACTOR"** shall mean Paul Swartz Nursery & Garden Shop, Inc., and any subcontractors approved by the **CITY**.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by **CITY**.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, including, but not limited to, the furnishing of trees, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.

f. **"WORKING DAY"** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-six Thousand Six Hundred Seventy (\$26,670.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In addition, **CONTRACTOR** will provide additional trees and perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Twenty-three Thousand, Three Hundred Thirty dollars (\$23,330.00). In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the terms and conditions of the 2010 Contract shall control and supersede the other documents. Work comprises the planting of trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Provide Trees and Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract to provide trees and plant said trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein required and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting Work, until completion and acceptance, or November 30, 2010, whichever is earlier.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes of limitations where no claims were filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. FORESTER'S DECISION FINAL. Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. FORESTER shall have authority to suspend Work where he/she believes that CONTRACTOR is not performing Work in accordance with this Contract. CONTRACTOR shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by FORESTER for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although CONTRACTOR shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of CONTRACTOR shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in CITY Request for Proposals. Increases in the scope of Work shall result in a determination of CONTRACTOR'S additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the FORESTER on behalf of the CITY, and by CONTRACTOR, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in CITY Department of Finance and Park Division, and incorporated into this Contract by reference. Should CONTRACTOR refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided FORESTER attaches thereto a written report so indicating.

11. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. CONTRACTOR will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by FORESTER. CONTRACTOR is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. CONTRACTOR shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective, including replacing any tree that dies, or any Work not in conformity with this Contract at no cost

to **CITY** for a period of one (1) year after final acceptance of Work by **CITY**.

15. CITY COOPERATION. **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. **CONTRACTOR** is authorized to perform work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although **CONTRACTOR** performs Work as an independent Contractor, **FORESTER** shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with Work. **CONTRACTOR** will comply with any reasonable request.

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom **FORESTER** may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to **FORESTER** in writing, upon commencement of Work.

19. SANITATION AND HEALTH. **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction in the matter.

20. INSPECTION. **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only **FORESTER**, however, can reject Work. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of **FORESTER** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

22. UTILITIES. **CONTRACTOR** has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all rights-of-way, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within twenty-four (24) hours after the completion of the planting process of a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any Personal Property Tax, forfeiture or fee, whether or not related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours.

FORESTER may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within thirty (30) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

Work shall not be accepted by **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY** Finance Director.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent

act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident- One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to Work site at all times.

35. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

37. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

38. FULL AGREEMENT - MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve

**PAUL SWARTZ NURSERY &
GARDEN SHOP, INC.,**
A Wisconsin Corporation

BY: _____
ROSS P. SWARTZ, President
Date: _____

BY: _____
ELIZABETH A. SWARTZ, Secretary
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

EXHIBIT A

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST	TOTAL
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25	\$92.00	\$55.00	\$147.00	\$3,675.00
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15	\$98.00	\$55.00	\$153.00	\$2,295.00
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20	\$110.00	\$55.00	\$165.00	\$3,300.00
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20	\$75.00	\$55.00	\$130.00	\$2,600.00
Redmond Linden	tilia americana x euchlora "Redmond"	2"	B&B	30	\$98.00	\$55.00	\$153.00	\$4,590.00
Common Hackberry	celtis occidentalis	2"	B&B	20	\$98.00	\$55.00	\$153.00	\$3,060.00
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50	\$88.00	\$55.00	\$143.00	\$7,150.00
							TOTAL COST	\$26,670.00

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PLANTING TREES IN LAWN PARK AREAS**

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

WORK HOURS. The Contractor shall schedule work between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payments shall be made on a monthly basis unless otherwise agreed upon between the parties. Payment shall be made within fifteen (15) working days after City receives an invoice or application for payment, with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis.

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall it change the terms of the Contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any plantings.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO PLANT TREES IN LAWN PARK AREAS
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 11-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to plant trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Thursday, May 20, 2010, at 2:00P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree plantings as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from landscape work and whose employees are highly trained and skilled in all phases of landscaping work, including work around utility lines. The City requires proof of the Contractor's involvement in landscaping work and successful completion of similar projects.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is November 30, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident - One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000) Dollars;
 - OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the sites upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer deemed most qualified. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

**Carol L. Stancato
Director of Finance**

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 05-09

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

A representative of this organization has reviewed the proposal documents noted in the 2009 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by _____, 2009.
- ◆ Alternate itemized and included with response? Yes _____ No _____
- ◆ Warranty Offered _____

- ◆ Comments: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

Cash Discount Terms: _____ % _____ Days , Net _____ Days

Optional:

E-Mail Address: _____

Minority Owned Business: Yes _____ No _____

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PLANTING TREES IN LAWN PARK AREAS**

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

WORK HOURS. The Contractor shall schedule work between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1.*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th) inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payments shall be made on a monthly basis unless otherwise agreed upon between the parties. Payment shall be made within fifteen (15) working days after City receives an invoice or application for payment, with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis.

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall it change the terms of the Contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any plantings.

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25			
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15			
Skyline Honeylocust	gleditsia triacanthos enermis	2"	B&B	20			
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20			
Redmond Linden	lilja americana x euclora "Redmond"	2"	B&B	30			
Common Hackberry	celtis occidentalis	2"	B&B	20			
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50			

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____



Arthur Weiler Nursery
12247 Russell Road
Zion IL 60099

Beaver Creek
6604 Randall Road
Poplar Grove IL 61065

Berthold Nursery
434 East Devon Avenue
Elk Grove IL 60007

Breezy Hill Nursery
7530 288th Avenue
Salem WI 53168

D Hill Nursery
16111 Route 176
Union IL 60180

Discount Trees Sales and Service
1808 Hagadorn Road
Mason MI 48854

Johnson's Nursery
W180 N6275 Marcy Road
Menomonee Falls WI 53051

Kankakee Nursery
PO Box 288
Aroma Park IL 60910

KLEHM NURSERY
197 W PENNY RD
BARRINGTON IL 60010

Lake County Nursery
Route 84 Box 122
Perry OH 44081

Lieds Nursery Farms, Inc.
N63 W22039 HWY 74
Sussex WI 53089

Mariani Nursery
13715 Horton Road
Kenosha WI 53142

McKay Nursery
PO Box 185
Waterloo WI 53594

Midpark Nurseries
W5757 Lost Arrow Road
Fond Du Lac WI 54935

Paul Swartz Nursery
30728 93rd Street
Burlington WI 53105

Princeton Nurseries
PO Box 185
Allentown NJ 08501

SILVER CREEK NURSERY
PO BOX 1988
MANITOWOC WI 54221-1988

ST AUBIN NURSERY
35445 IRENE RD
KIRKLAND IL 60146

Sunset Nursery
7715 Beverly Way
Spring Grove IL 60081

The Bruce Company of Wisconsin
2830 W Beltline Hwy
Middleton WI 53562



The Davey Tree Farm
5509 Congress Road
Wooster OH 44691

The Swartz Nursery
1743 30th Avenue
Kenosha WI 53142

Beeson's McHenry County Nursery
8501 White Oaks Road
Harvard IL 60033

A-1 LANDSCAPE
200 CHERRY COURT
BOWLING BROOK IL 60440

GLACIER OAKS NURSERY
8216 WHITE OAKS ROAD
HARVARD IL 60033

TIMBERLINE TREES
4288 ELM LAWN ROAD
OCONTO FALLS WI 54154

SCHICHTEL'S
7420 PETERS RD
SPRINGFIELD NY 14141

AUGIE STARK
BRUCE CO
254 STRANGWAY DRIVE #3
LODI WI 53555

WANDELL'S NURSERY INC
1898 COUNTY ROAD 1700 N
URBANA IL 61802

KENDALL HILL NURSERY
15990 NEWARK ROAD
NEWARK IL 60541

Label #5161
4-22-09
MAILING LISTS/Trees.wp

APPLIED ECOLOGICAL SERVICES
17921 SMITH ROAD
PO BOX 256
BRODHEAD WI 53520

NATIVE CONSTRUCTION
PO BOX 125
KANSASVILLE WI 53139

FINISHING TOUCHES LANDSCAPING LLC
5364 HWY 36
BURLINGTON WI 53105

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO PLANT TREES IN LAWN PARK AREAS
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 11-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to plant trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Thursday, May 20, 2010, at 2:00P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree plantings as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from landscape work and whose employees are highly trained and skilled in all phases of landscaping work, including work around utility lines. The City requires proof of the Contractor's involvement in landscaping work and successful completion of similar projects.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is November 30, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- Automobile Liability:
 - Bodily injury per person - One Million (\$1,000,000.00) Dollars;
 - Bodily injury per accident - One Million (\$1,000,000.00) Dollars;
 - Property damage - Two Hundred Thousand (\$200,000) Dollars;
 - OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the sites upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer deemed most qualified. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Carol L. Stancato". The signature is written in a cursive style with a large initial 'C'.

Carol L. Stancato
Director of Finance

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 11-10

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

A representative of this organization has reviewed the proposal documents noted in the 2010 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by _____, 2010.
- ◆ Alternate itemized and included with response? Yes _____ No _____
- ◆ Warranty Offered _____

- ◆ Comments: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

Cash Discount Terms: _____ % _____ Days , Net _____ Days

Optional:

E-Mail Address: _____

Minority Owned Business: Yes _____ No _____

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PLANTING TREES IN LAWN PARK AREAS**

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

WORK HOURS. The Contractor shall schedule work between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1.*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payments shall be made on a monthly basis unless otherwise agreed upon between the parties. Payment shall be made within fifteen (15) working days after City receives an invoice or application for payment, with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis.

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall it change the terms of the Contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any plantings.

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25			
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15			
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20			
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20			
Redmond Linden	tilia americana x euchlora "Redmond"	2"	B&B	30			
Common Hackberry	celtis occidentalis	2"	B&B	20			
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50			

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 11-10

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

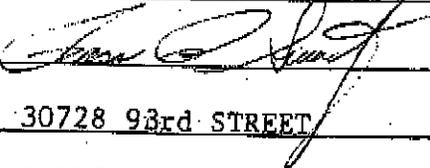
A representative of this organization has reviewed the proposal documents noted in the 2010 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal; subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by NOVEMBER 30th, 2010.
- ◆ Alternate itemized and included with response? Yes _____ No X
- ◆ Warranty Offered ONE YEAR: AS STATED IN CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS

◆ Comments: _____

Respectfully submitted,

Firm: PAUL SWARTZ NURSERY & GARDEN SHOP, INC.

Signature: 

Address: 30728 93rd STREET
BURLINGTON WI, 53105

Phone: 262-889-4301 Fax: 262 889-8361

Date: 5/10/10

Cash Discount Terms: _____ % _____ Days, Net 30 Days

Optional:

E-Mail Address: ross@paulswartznursery.com

Minority Owned Business: Yes _____ No X

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST
Chanticleer Callery Pear	<i>Pyrus calleryana</i> "Chanticleer"	2"	B&B	25	92		147
Japanese Tree Lilac	<i>Syringia reticulata</i> "Ivory Silk" tree form	2"	B&B	15	98	55	153
Skyline Honeylocust	<i>Gleditsia triacanthos</i> <i>enermis</i>	2"	B&B	20	110	55	165
Red Jewel Crabapple	<i>Malus</i> "Jewelcole"	2"	B&B	20	75	55	130
Redmond Linden	<i>Tilia americana</i> x <i>euchlora</i> "Redmond"	2"	B&B	30	98	55	153
Common Hackberry	<i> Celtis occidentalis</i>	2"	B&B	20	98	55	163
Autumn Blaze Maple	<i>Acer</i> x <i>freemanii</i> "Jeffersred"	2"	B&B	50	88	55	143
Total Q							3675
							2295
							3300
							2600
							4590
							3060
							7150

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** Kenosha County Public Works/Parks Dept.
Contact: Jon Rudie
Address: P.O. Box 549 Bristol, WI 53104
Phone: (262) 857-1861 **Fax:** _____

2. **Name:** Racine County Public Works
Contact: Jim Metzger
Address: 14200 Washington Ave. Sturtevant, WI 53177
Phone: 262-886-8440 **Fax:** 262-886-8480

3. **Name:** Village of Waterford
Contact: Rebecca Ewald
Address: 123 N. River St, Waterford, WI 53185
Phone: 262-534-7912 **Fax:** _____

4. **Name:** Bushman Homes, LLC
Contact: Gary Bushman
Address: 7500 W. Grand Ave, Suite 22
Phone: 847-265-0230 **Fax:** _____

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee
Mayor Bosman and Members of the Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: NSP Developer's Agreement between the City of Kenosha and
the Kenosha Housing Authority for property at 6105 25th Avenue, District #12

DATE: July 27, 2010

Attached is the Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority under the Neighborhood Stabilization Program (NSP) for property at 6105 25th Avenue.

The Common Council approved the other six Agreements at the July 19, 2010 meeting. Additional backup from the July 19, 2010 meeting agenda is attached for your reference.

If you have any questions, please contact me at 653.4030

TG:kas
Attachments

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of Finance Committee
Members of Common Council

FROM: Anthony Gelicbe, Community Development Specialist *AG*

DATE: July 14, 2010

SUBJECT: *NSP Developer's Agreements between the City of Kenosha and the Kenosha Housing Authority*

On August 3, 2009, Item K.2., the Common Council approved a Contract between the City of Kenosha and the State of Wisconsin for the Neighborhood Stabilization Program (NSP).

As indicated in our memo of June 11, 2009 to the Council, the Kenosha Housing Authority is being utilized as the mechanism to acquire the properties under the NSP. Staff was informed through a Statewide webinar, that HUD issued guidance on the requirement of communities to have obligated all of their NSP funds by August 15, 2010. HUD has defined obligated as either having contracts in place for the work to be performed, or a development agreement between the city and the entity owning the property. After discussing the obligation requirement with the State of Wisconsin, it was determined that the City could enter into a Development Agreement with the Kenosha Housing Authority to satisfy the obligation requirement.

As a result we are providing to you, six (6) NSP Development Agreements between the City of Kenosha and the Kenosha Housing Authority. These Agreements spell out the scope of work to be undertaken, the funding that will be utilized (please note that the properties have already been acquired), and the time-frame for completing the project. With the approval of the Common Council and the Kenosha Housing Authority, we will have satisfied our obligation requirements for these six (6) properties.

We will have two (2) additional NSP Development Agreements that will be brought forward once the properties have been identified and offers have been accepted. We anticipate this to occur no later than the Council's August 16, 2010 meeting.

If you have any questions, please contact me at 653.4030.

AG:sks
Attachments

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

August 3, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

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

- I.1. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve appointment of Jeanette Stevenson to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010 (to fulfill an unexpired term). On roll call vote, motion carried unanimously.
- I.2. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the reappointment of Paul Hegland to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried (9-7) with Alderpersons Ruffolo, Carpenter, Ruef, Nudo, Misner, Downing, and Bogdala voting nay.
- I.3. It was moved by Alderperson Casey, seconded by Alderperson Carpenter, to approve the appointment of John Andersen, to the Airport Commission for a term to expire May 1, 2015. On roll call vote, motion carried (15-1) with Alderperson Downing voting nay.
- I.4. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Len Iaquina, to the Library Board for a term to expire July 1, 2012. On roll call vote, motion carried (10-6) with Alderpersons Ruffolo, Ruef, Nudo, Misner, Downing and Bogdala voting nay.
- I.5. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Frank Pacetti to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried unanimously.
- I.6. It was moved by Alderperson Haugaard, seconded by Alderperson Misner, to approve the appointment of Charles W. Bradley to the Police and Fire Commission for a term to expire the May 3, 2010 (to fulfill an unexpired term). Discussion occurred regarding whether or not the appointment was in compliance with Statutes in regards to political party affiliation. City Administrator Frank Pacetti confirmed the appointment would be in compliance since Mr. Bradley advised he was not a card-carrying member of any political party. On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Casey, seconded by Alderperson Juliana, to:

- K.1. Approve Stormwater Management Practices Maintenance Agreement (Access to Sites) By and Between the City of Kenosha (Wisconsin) and the Kenosha Unified School District No. 1. (Indian Trails) (16th District)
- K.2. Approve Contract between the City of Kenosha and the State of Wisconsin Department of Commerce (Neighborhood Stabilization Program Contract). On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. It was moved by Alderperson Casey, seconded by Alderperson Juliana, to approve Disbursement Record #13 - \$5,221,746.92. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.
- L.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy to defer and refer back to the Finance Committee, HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions. A public hearing was held. No one spoke. On roll call vote, motion carried (15-1) with Alderperson Misner voting nay.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ruef to approve Final Acceptance of: Projects Completed by Bane Nelson (Kenosha, Wisconsin):
- a. #08-1409 Southport Beach House Restroom Renovations (7825-1st Avenue) -\$146,284.50. (3rd District)
- b. #05-1416 Anderson Park Skateboard Park (8730 -22nd Avenue)-\$155,788.42. (9th District)
- On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Carpenter, seconded by Alderperson Juliana, to adjourn at 9:12 p.m.

Tony

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of the Common Council

FROM: Jeffrey B. Labahn, Director of City Development
Anthony Geliche, Community Development Specialist *AG*

DATE: June 11, 2009

SUBJECT: *Neighborhood Stabilization Program*

The State of Wisconsin has awarded the City of Kenosha \$1,737,467 under the Wisconsin Neighborhood Stabilization Program. The Neighborhood Stabilization Program (NSP) was established for the purpose of stabilizing communities that have suffered from residential foreclosures and abandonment.

The City intends to use the funding for the acquisition of eight (8) foreclosed residential properties, of which six (6) properties will be rehabilitated and two (2) properties will be demolished and constructed new. The City also intends to provide direct homeownership assistance (in the form of a second mortgage) to all eight (8) of the properties rehabilitated and newly constructed.

Activities must be located within the areas defined by HUD as having the highest foreclosure risk score. These areas are identified on the attached map with the highest foreclosure risk scores (10, 9 and 8) being the darkest colors.

The funds will be administered by the City of Kenosha Housing Authority as the Housing Authority has been the mechanism utilized by the City for oversight of housing activities.

If you should have any questions on the NSP funding, please contact Tony Geliche at 653.4030.

sks
c Mayor Keith Bosman
Frank Pacetti, City Administrator

Attachments: Map
Budget

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(6105 25th Avenue)

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,255 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence redevelopment of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

- VII. **ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. **AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. **THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. **ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

Attachment "A"

07/27/2010

NSP Project Scope / Budget / Timeline 6105-25th Avenue, "Piedmont" Model

Sources of Funds	Budget Amt.	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$220,355	
Total Sources of Funds	\$220,355	
Uses of Funds		
Property acquisition and property maintenance until sale	\$22,100	
Building Environmental/Demolition	\$10,000	
Estimated Construction Contract Cost	\$173,040	3 bdrm, 1 1/2 bath, 1,564 (heated area)
KWU Sewer/Water Connection Fee & Storm Drain Connection Fee	Included in contract amt.	
New Sewer/Water/Storm laterals to mains, including street opening and restoration	Included in contract amt.	
Landscaping	\$6,800	
Fencing	\$0	
Tree/Brush Removal	\$0	
Survey Work	\$565	
Utilities	\$1,500	
Appraisal	\$350	
Construction Inspection Services	\$3,500	
Contingency	\$2,500	
Total Uses of Funds	\$220,355	

Total New Construction Cost	\$188,255
------------------------------------	------------------

Piedmont Model (T. Christiansen) Construction Cost Estimate Basis:		
2009 Construction Cost	\$168,000	Basso Builders, 5422-22 nd Ave.
2011 Est. Construction Cost (+ 3% added to 2009 price)	\$173,040	

Timeline:		
Project Bidding:	03/15/11	
Bid Due Date	04/30/11	
Contract Approval	05/17/11	
Est. Start of Construction	06/15/11	
Construction Completion	12/31/11	

City Development
625 - 52nd Street
Kenosha, WI 53140
262.653.4030

FACT SHEET

Public Works Committee
Finance Committee
Common Council

July 7, 2010

Permanent Limited Easement and Temporary Construction Easement between the City of Kenosha and Kent & Angela Morton for property at 1338 20th Avenue, District #1.

LOCATION:

1338 20th Avenue

NOTIFICATIONS:

The alderman of the district, Alderman Haugaard, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the proposed Permanent Limited Easement and Temporary Construction Easement for Storm Water Management that is needed in this area for the installation of a storm inlet.
- An appraisal was completed for the City and the payment for the Permanent Limited Easement and Construction Easement is \$2,600.00.

RECOMMENDATION:

A recommendation is made to approve Permanent Limited Easement and Temporary Construction Easement.


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labahn, Director of City Development

PERMANENT LIMITED EASEMENT

PERMANENT LIMITED EASEMENT

THIS EASEMENT, made by Kent T. and Angela Morton, grantor(s) conveys a permanent limited easement as described below to the City of Kenosha, a Municipal Corporation, grantee, for the sum of \$2,600.00 (Two Thousand Six Hundred and 00/100) for the purpose of permission and authority to construct, install, operate and maintain a storm sewer and appurtenances.

Other persons having an interest of record in the property: lender of record, if any.

Legal Description: See attached.

Property Address: 1338 20th Avenue

Recording Area

Name and Return Address
Sharon K. Krewson
City of Kenosha
Dept. of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Parcel Identification Number:

10-223-18-230-060

(Signature)

(Signature)

Kent T. Morton

Kent T. Morton

(Print Name)

(Print Name)

(Signature)

(Signature), M.

Angela Morton

ANGELA M. MORTON

(Print Name)

(Print Name)

Subscribed and sworn to before me this date

26 of May 2010.

(Signature, Notary Public, State of Wisconsin)

Joan M. Ruffolo
JOAN M. RUFFOLO, NOTARY PUBLIC
STATE OF WISCONSIN

(Print or Type Name, Notary Public, State of Wisconsin)

Feb. 17, 2013

(Date Commission Expires)

(SEAL)

THIS INSTRUMENT DRAFTED BY:
S. K. Krewson, City of Kenosha

Parcel No. 060

Storm Sewer Easement
Kent T. and Angela Morton
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel 10-223-18-230-060
Emailed to csusans@kenosha.org on May , 2010
File name: Morton_Easement.doc

A **Permanent Easement** for the right, permission and authority to construct, install, operate and maintain a storm sewer and appurtenances, on Grantor's premises, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long-as required for such purpose, and including the right to preserve, protect, plant or remove any trees, shrubbery or vegetation that Grantee deems necessary, in and to the following tract of land:

Part of Lot "C" of Certified Survey Map 1551, recorded on February 17, 1992 in Volume 1488, Page 34 with the Kenosha County Register of Deeds Office, in the Northwest Quarter of the Northwest Quarter of Section 18, Town 2 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin and being further described as follows:

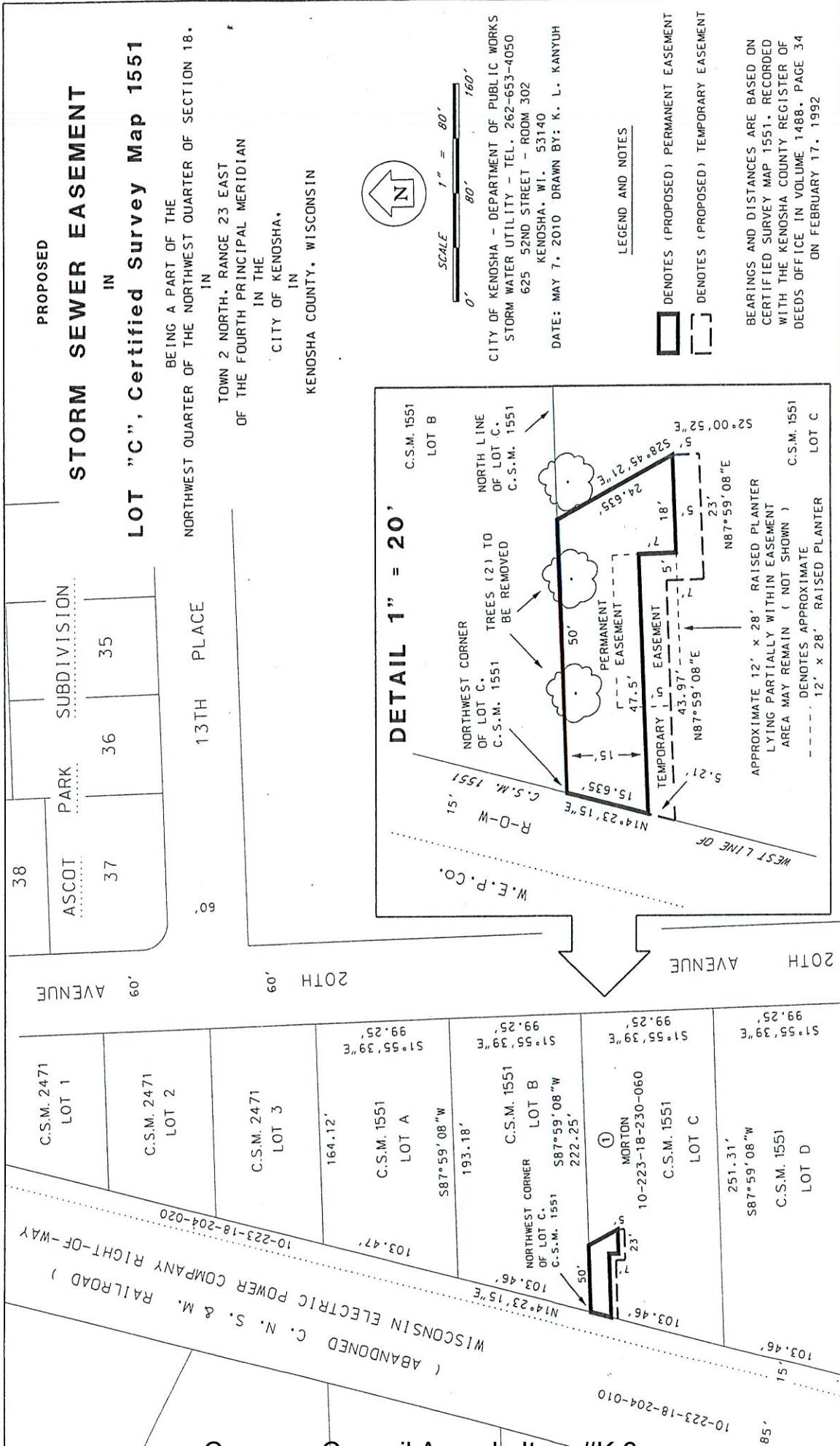
Beginning at the northwest corner of said Lot "C"; thence North 87°59'08" East along the north line of said Lot "C", 50 feet; thence South 28°45'21" East, 24.635 feet; thence South 87°59'08" West parallel to said north line, 18 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 47.5 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 15.635 feet to the point of beginning;

Grantor further agrees to not alter the surface grade by more than 0.4 feet, unless approved by Grantee, and to keep said permanent easement area free and clear of all physical structures so as to afford access at all times, except that the existing approximate 12 feet by 28 feet raised planter may remain.

Also, a **temporary construction easement** described as:

Commencing at the northwest corner of said Lot "C"; thence South 14°23'15" West along said west line, 15.635 feet to the point of beginning; thence North 87°59'08" East parallel to the north line of said Lot "C", 47.5 feet; thence South 2°00'52" East, 7 feet; thence North 87°59'08" East parallel to said north line, 18 feet; thence South 2°00'52" East, 5 feet; thence South 87°59'08" West parallel to said north line, 23 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 43.97 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 5.21 feet to the point of beginning;

The described temporary construction easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose; said temporary construction easement will terminate upon completion of the construction and installation of said storm sewer, and the proper restoration of all easement areas.



**PROPOSED
STORM SEWER EASEMENT**

IN
LOT "C", Certified Survey Map 1551

BEING A PART OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18,
IN
TOWN 2 NORTH, RANGE 23 EAST
OF THE FOURTH PRINCIPAL MERIDIAN
IN THE
CITY OF KENOSHA,
IN
KENOSHA COUNTY, WISCONSIN

13TH PLACE

20TH AVENUE

ASCOT PARK SUBDIVISION

38 37 36 35

60' 60' 60'

W.E.P.CO.

R-D-W

WEST LINE OF

15' 15' 15' 15'

52°00'52"E

528°45'21"E

24.635'

18'

23'

N87°59'08"E

APPROXIMATE 12' x 28' RAISED PLANTER
LYING PARTIALLY WITHIN EASEMENT
AREA MAY REMAIN (NOT SHOWN)

----- 12' x 28' RAISED PLANTER

C.S.M. 1551

LOT C

DETAIL 1" = 20'

NORTHWEST CORNER
OF LOT C,
C.S.M. 1551

TREES (2) TO
BE REMOVED

PERMANENT
EASEMENT

TEMPORARY
EASEMENT

47.5'

43.97'

N87°59'08"E

5.21'

15.635'

N14°23'15"E

5'

5'

5'

5'

5'

5'

5'

5'

SCALE 1" = 80'

0' 80' 160'

CITY OF KENOSHA - DEPARTMENT OF PUBLIC WORKS
STORM WATER UTILITY - TEL. 262-653-4050
625 52ND STREET - ROOM 302
KENOSHA, WI. 53140

DATE: MAY 7, 2010 DRAWN BY: K. L. KANYUH

LEGEND AND NOTES

□ DENOTES (PROPOSED) PERMANENT EASEMENT

□ DENOTES (PROPOSED) TEMPORARY EASEMENT

BEARINGS AND DISTANCES ARE BASED ON
CERTIFIED SURVEY MAP 1551, RECORDED
WITH THE KENOSHA COUNTY REGISTER OF
DEEDS OFFICE IN VOLUME 1488, PAGE 34
ON FEBRUARY 17, 1992



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

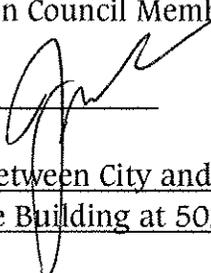
JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

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

FROM: James M. Schultz, Director 

SUBJECT: Proposed Contract By and Between City and Guelig Waste Removal and Demolition, LLC, to Raze the Building at 5024 47th Avenue in the Amount of \$11,820.00

DATE: July 29, 2010

We are requesting approval of the attached contract to raze a fire-damaged residential building located at the subject address.

The owner of the property is Willis Johnson of Kenosha, Wisconsin.

The property is in a serious state of disrepair – to an extent that the cost of repair exceeds more than 50% of the improved value. Its physical condition represents a public safety hazard and a blighting influence on the surrounding area. The condemnation process is complete; and, the City is legally able to raze the building.

Your favorable approval of this contract is requested.

JMS:kah

PROPOSAL NOTICE NO. 16-10

CONTRACT TO RAZE BUILDING

**5024 47th Avenue,
Kenosha, Wisconsin 53144,**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,
[Through Its Department of Finance]**

And

**GUELG WASTE REMOVAL AND DEMOLITION, LLC.,
A Wisconsin Limited Liability Company**

THIS AGREEMENT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and Guelig Waste Removal and Demolition, LLC, a Wisconsin limited liability company, with its principal place of business located at N4456, HWY 45, Eden, Wisconsin 53019, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to the **CITY** a written proposal to raze two (2) buildings according to the specifications and special conditions contained in the Request for Proposals, and the **CITY** has accepted said Proposal, subject to the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**DIRECTOR**" shall mean the Director of the City of Kenosha Department of Neighborhood Services and Inspections, and includes designees.
- c. "**CONTRACT**". The following documents to the extent applicable to this Contract comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Conditions, Performance Bond, Certificates of Insurance, Raze Permit, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are

referenced herein. Any of such documents which are not physically attached to this Contract and which apply to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do the Work herein described whose Proposal was accepted by the **CITY** Director of Finance. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by the **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the razing of specified building(s), including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the razing.

f. **"OVERPAYMENT"** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by the **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.** The **CONTRACTOR**, for the sum of Eleven Thousand Eight Hundred Twenty dollars (\$11,820.00), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, including asbestos removal and disposal, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. Work shall consist of razing the following buildings:

Address: 5024 47th Avenue, Kenosha, Wisconsin 53144

Tax Parcel No: 08-222-35-276-013

Description: A two story wood frame dwelling consisting of approximately 5,478 square feet together with a full basement and indoor swimming pool plus a wood burning unit outbuilding consisting of approximately 64 square feet. A picture of the buildings and a map of their location is attached.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** The **CONTRACTOR** will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall obtain required permits and commence demolition Work no later than August 16, 2010. Demolition work is to be completed within seven (7) days of the start of the demolition.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **CITY** Director of Neighborhood Services and Inspections, in writing, prior to the time for Contract completion, where the progress of the Work was delayed such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **CITY** Director of Neighborhood Services and Inspections grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **CITY** Director of Neighborhood Services and Inspections determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was

not justified, the **CITY** Director of Neighborhood Services and Inspections shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent the **CITY** Director of Neighborhood Services and Inspections from stopping the the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. CONTRACT TERM. The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting the Work, until completion and acceptance.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the nonbreaching party shall have the right to terminate the Contract by giving a five (5) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **CITY** Director of Neighborhood Services and Inspections, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. PERFORMANCE AND PAYMENT BOND/ASSURANCE. The **CONTRACTOR** has executed a Performance and Payment Bond or other assurance required by the **CITY**, in a form approved by the City Attorney, as a precondition of this Contract, in the sum of the accepted Proposal, effective as of the date of the execution of this Contract. The **CONTRACTOR** understands that the **CITY** may file a claim against this bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by the **CONTRACTOR**.

7. DIRECTOR OF NEIGHBORHOOD SERVICES AND INSPECTIONS DECISION FINAL. Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **CITY** Director of Neighborhood Services and Inspections shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the Director of Neighborhood Services and Inspections be challenged in Court, the Court may only set aside a decision of the Director of Neighborhood Services and Inspections if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. In addition to selecting such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the

timely completion of the Work, the **CONTRACTOR** shall wet down the Category I non-friable asbestos in accordance with Administrative Rule NR 415 during the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

9. SUSPENSION OF WORK BY THE CITY. The **CITY** Director of Neighborhood Services and Inspections shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **CITY** Director of Neighborhood Services and Inspections for good cause.

10. INJUNCTIONS. Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

11. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work respecting the buildings identified in the **CITY** Request for Proposals. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Finance, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **CITY** Director of Neighborhood Services and Inspections attaches thereto a written report so indicating.

12. CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION. Any claim by the **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the **CITY** Director of Neighborhood Services and Inspections within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then the **CONTRACTOR** shall promptly provide the **CITY** Director of Neighborhood Services and Inspections with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. The **CONTRACTOR** further has a duty to, from time to time, notify the **CITY** Director of Neighborhood Services and Inspections of any facts or events which may lead to a claim for additional compensation as soon as the **CONTRACTOR** is aware of such facts or events.

13. WAIVER OF RIGHTS. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default

other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites approved by the **CITY**. Any changes in subcontractors, major suppliers, and dumping or disposal sites must be approved by the **CITY**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

15. CONTROL AND PROTECTION OF WORK SITE. The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed. The **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. SALVAGE RIGHTS. The **CONTRACTOR** shall have all salvage rights by virtue of this contract.

17. WARRANTY. The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.

18. CITY COOPERATION. The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.

19. GOVERNMENTAL PERMITS AND APPROVALS. The **CONTRACTOR** is fully responsible, at the **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of the Work, including, but not limited to, a Raze Permit, permits to temporarily obstruct streets, and a demolition permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.

20. LAW, RULES AND REGULATIONS. The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

21. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent contractor, the **CITY** Director of Neighborhood Services and Inspections shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **CITY** Director of Neighborhood

Services and Inspections may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the CITY Director of Neighborhood Services and Inspections, in writing, upon commencement of the Work.

22. WATER USE. The **CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance. The **CONTRACTOR**, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee will be required to be paid by the **CONTRACTOR**.

23. SANITATION AND HEALTH. The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee public health, safety or welfare.

24. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with this Contract. However, only the **CITY** Director of Neighborhood Services and Inspections can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective work shall not waive any rights of the **CITY** Director of Neighborhood Services and Inspections to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

25. WORKMANSHIP. Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, work site and prevailing year-round weather conditions which affect the Work and the work site.

26. UTILITIES. The **CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at the **CONTRACTOR'S** cost and expense.

27. CLEANUP. The **CONTRACTOR** shall at all times keep the site and off-site areas related to the Work, including all rights-of-way easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

The **CONTRACTOR** shall also remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **CITY** Director of Neighborhood Services and Inspections may cause any such work to be performed at the **CONTRACTOR'S** cost and expense.

28. FOUNDATIONS AND EXCAVATIONS. The **CONTRACTOR** assumes all

risks and costs and expenses associated with foundations and excavations, including collapse, damage to abutting public or private property and problems associated with subsurface or surface waters, ice or snow.

29. PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS. The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Finance. The **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development whenever demolition costs for a building exceed Ten Thousand (\$10,000.00) Dollars. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. The **CONTRACTOR** shall submit an affidavit with the final request for payment stating they they have complied with all the prevailing wage conditions.

30. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the time limit or time extension provided, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

31. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to relet all or part of the Work or to itself perform such work as may be required to ensure the timely completion of the Work or to replace improper or defective work, as determined necessary by the **CITY** Director of Neighborhood Services and Inspections. However, none of the above shall relieve the **CONTRACTOR** of its obligations under this Contract.

32. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Neighborhood Services and Inspections, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.

33. SAFETY PRECAUTIONS. The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **CITY** Director of Neighborhood Services and Inspections

may order the **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **CITY** Director of Neighborhood Services and Inspections or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

34. PAYMENT – ACCEPTANCE OF WORK. Payment shall be made by the **CITY** upon completion of the Work and submission of invoice to the **CITY** Director of Finance, within fifteen (15) days after the **CITY** Director of Neighborhood Services and Inspections executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.

- ◆ Payment will not be made for so long as any order relative to seeking compliance with this Contract made to the **CONTRACTOR** by the **CITY** Director of Neighborhood Services and Inspections is not complied with. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective or rejected work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.
- ◆ Work shall not be accepted by the **CITY** Director of Neighborhood Services and Inspections until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Neighborhood Services and Inspections.

35. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

36. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **CITY** Director of Neighborhood Services and Inspections, and the **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the Director of Neighborhood Services and Inspections as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any work performed by an unauthorized party. However, if this Contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **CITY** Director of Neighborhood Services and Inspections or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

37. INDEMNITY AND HOLD HARMLESS AGREEMENT. The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and

representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the CITY or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the CONTRACTOR or as a result of the willful or negligent act or omission of the CONTRACTOR and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the CONTRACTOR'S failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

38. INSURANCE. The CONTRACTOR, prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- ◆ Commercial General Liability: General Aggregate – One Million (\$1,000,000) Dollars; each occurrence – One Million (\$1,000,000) Dollars.
- ◆ Automobile Liability:
 - ◆ Bodily injury per person – One Million (\$1,000,000) Dollars;
 - ◆ Bodily injury per accident – One Million (\$1,000,000) Dollars;
 - ◆ Property damage – Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000) Dollars.
- ◆ Workers' Compensation: Statutory Limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to the CITY, which shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

39. COOPERATION. The CONTRACTOR shall cooperate with representatives of any and all Federal or State agencies having authority over or providing funding for the Work. Further, although the CONTRACTOR has possession of the work site, it shall permit the CITY employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to the work site at all times.

40. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.

41. NONDISCRIMINATION. In the performance of the Work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. The Work is to be performed in accordance with the federal Americans With Disabilities Act.

42. FULL AGREEMENT – MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or

documents inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that the Common Council must approve any amendment of this Contract.

43. NOTICES. Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the Director of Neighborhood Services and Inspections and to the City Clerk at the Municipal Building, 625 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney, 625 52nd Street, Kenosha, Wisconsin 53140.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Mr. Robert J. Guelig
GUELG WASTE REMOVAL AND DEMOLITION, LLC
N4456, HWY 45
Eden, Wisconsin 53019.

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

44. EXHIBITS. The following Exhibits are attached hereto and are a part hereof:

- a. Proposal;
- b. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Bid Proposal or Bid;
- c. Full and complete list of subcontractors and major suppliers

45. EXECUTION AUTHORITY. The **CITY** and the **CONTRACTOR** each certify that they have the authority under their respective organizational structure and governing laws to execute this Contract.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor of THE CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

CONTRACTOR:
GUELIG WASTE REMOVAL AND
DEMOLITION, LLC,
A Wisconsin Limited Liability Company

BY: _____
ROBERT J. GUELIG, Managing Member

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **ROBERT J. GUELIG**, of **GUELIG WASTE REMOVAL AND DEMOLITION, LLC**, a Wisconsin limited liability company, to me known to be such Managing Member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such managing member as the contract of said limited liability company, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is:

Examined and Approved As To Form:

JONATHAN A. MULLIGAN,
Assistant City Attorney

Date: _____

THE CITY OF KENOSHA

PROPOSAL NO. 16-10

RAZING 5024 47th Avenue,

KENOSHA, WISCONSIN 53144

Finance:

A representative of this organization has inspected the building described below at the specified location, and hereby submits the following Proposal to Raze said building and restore the site in accordance with the City of Kenosha Specifications and Special Conditions at the following prices, to be firm for sixty (60) days from the date of Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

\$ 11,820.00
Kenosha, Wisconsin 53144

RAZING AND LOT RESTORATION (With Structure, Outbuilding, Foundation, Indoor Swimming Pool, Concrete, Driveway Approach, Curb and Gutter, Trees, Shrubs, Junk and Debris Removed Per Attached Specifications.)

\$ 11,820.00
Numerals

eleven thousand eight hundred
Written twenty dollars &
zero cents.

The effective date of the Contract shall be the date of return of the executed Contract with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment and supervision to complete the Work according to the approved time schedule.

Respectfully submitted,

Cash Discount Terms:

N/A Days

Net _____ Days

Date: _____

Firm: Guelig Waste Removal & Demolition, LLC

Signature: Robert J. Guelig

Type/Print Name: Robert J. Guelig

Address: N4456 St Rd 45

EDEN, WI 53019

Phone: 920-948-1304 Fax: 920-477-3050

E-Mail Address: queliq.waste@yahoo.com
[Optional]

<p>Optional For Information Purposes Only:</p> <p>Are you a minority owned Business?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF WISCONSIN)
COUNTY OF Fond du Lac :SS.

Robert J Guelig, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

~~CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of Wisconsin, and its President is Robert J Guelig, Secretary is _____, and it does have a corporate seal. single member owner~~

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]~~

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of WISCONSIN. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members ~~[strike one]~~.

~~PARTNERSHIP. The Bidder is a partnership consisting of _____, General Partners, doing business under the name of _____.~~

~~SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.~~

ADDRESS. The business address of the Bidder is as follows:

N4450 St Rd 45
Eden WI 53019

Telephone Number: 920-948-1304

STATUTORY SWORN STATEMENT.

Robert J Guelig, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal] L.S.

Signed: Robert J Guelig
Typed Name: Robert J Guelig
Title: Single member Owner
Date: 7-5-2010

STATE OF WISCONSIN)
COUNTY OF Fond du Lac :SS.

Subscribed and sworn to before me
this 5th day of July, 2010

Beatrice G. Smith

Notary Public Fond du Lac County, Wisconsin
My Commission expires/is August 26, 2010

Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand (\$5,000.00) Dollars in materials.

MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP
Director of City Development

Frank Pacetti
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance
Kenosha Area Business Alliance, Inc.

WR 7/15/10

DATE: July 15, 2010

SUBJECT: 2010 2nd Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending June 30, 2010. The enclosed reports are for the following projects:

1. City RLF Loan Fund
2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, August 2, 2010 at 5:30pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director
Council Members

**Kenosha Area Business Alliance, Inc. and Its Subsidiary
 Summary of Scheduled Maturity Dates
 For the Period Ending June 30, 2010**

<u>CITY Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
M&P Properties, LLC	\$ 224,213.79	02/01/20
MCR Properties, LLC	\$ 362,069.56	07/01/20
R&R Properties of WI, LLC	\$ 237,760.37	09/01/19
Bradshaw Medical, Inc.	\$ 228,380.37	01/01/17
Madson Investments, LLC	\$ 467,636.82	10/01/28
Bradshaw Medical, Inc.	\$ 173,713.55	10/01/18
Centralestate, Inc.	\$ 323,366.19	05/01/25
Total	\$ 2,017,140.65	

<u>UDAG Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
MCR Properties, LLC	\$ 609,973.93	09/01/19
R&R Properties of WI, LLC	\$ 273,662.16	09/01/14
Monarch Plastics, Inc.	\$ 680,901.12	08/01/22
Garetto Real Estate, LLC	\$ 463,382.73	01/01/28
R&R Properties of WI, LLC	\$ 211,868.49	12/01/23
Total	\$ 2,239,788.43	

**KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report**

Period April 1, 2010 through June 30, 2010

Bank Account Balance as of 4/1/10:	\$ 252,953.26
Plus Loan Principal & Interest Received:	\$ 60,897.59
Plus Bank Interest Income:	\$ 37.31
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ 37,795.71
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2010:	\$ -
Balance In Bank Account as of 6/30/10:	<u>\$ 276,092.45</u>
Balance of CDs as of 6/30/10:	<u>\$ -</u>
Less Outstanding Commitments as of 6/30/10:	<u>\$ -</u>
Balance Available for Loans as of 6/30/10:	<u><u>\$ 276,092.45</u></u>

Narrative: There were no loans in arrears as of June 30, 2010. See attached summary for all active loans in this account as of June 30, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
For the Six Months Ended June 30, 2010

	Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 6/30/2010	Principal Receipts YTD 6/30/2010	Principal Balance 6/30/2010
City Revolving Loan Fund (City/RLF)						
M & P Properties, LLC	378,000.00	233,915.81		4,882.18	9,702.02	224,213.79
MCR Properties, LLC	500,000.00	377,122.83		6,026.65	15,053.27	362,069.56
R & R Properties of WI, LLC	500,000.00	263,636.77		4,109.44	25,876.40	237,760.37
Bradshaw Medical, Inc.	300,000.00	241,261.76		6,782.83	12,881.39	228,380.37
Bradshaw Medical, Inc.	202,715.76	182,411.01		3,576.02	8,697.46	173,713.55
Madson Investments, LLC	500,000.00	477,135.40		7,097.84	9,498.58	467,636.82
Centrealstate, Inc.	325,000.00	234,937.72	90,062.28	3,732.40	1,633.81	323,366.19
Total	2,705,715.76	2,010,421.30	90,062.28	36,207.36	83,342.93	2,017,140.65

This information should be read only in connection with the accompanying accountant's report.

**KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report**

Period April 1, 2010 through June 30, 2010

Bank Account Balance as of 4/1/10:	\$ 333,492.38
Plus Loan Principal & Interest Received:	\$ 78,623.20
Plus Bank Interest Income:	\$ 68.65
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 250.00
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2010:	\$ -
Balance In Bank Account as of 6/30/10:	<u>\$ 412,434.23</u>
Balance of CDs as of 6/30/10:	<u>\$ -</u>
Less Outstanding Commitments as of 6/30/10:	<u>\$ -</u>
Balance Available for Loans as of 6/30/10:	<u><u>\$ 412,434.23</u></u>

Narrative: There were no loans in arrears as of June 30, 2010. See attached summary for all active loans in this account as of June 30, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
 For the Six Months Ended June 30, 2010

	Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 6/30/2010	Principal Receipts YTD 6/30/2010	Principal Balance 6/30/2010
Urban Development Action Grant						
Revolving Loan Fund (UDAG)						
MCR Properties, LLC	900,000.00	634,938.36		17,176.27	24,964.43	609,973.93
R & R Properties of WI, LLC	575,500.00	303,445.94		4,729.96	29,783.78	273,662.16
Monarch Plastics, Inc.	800,000.00	702,418.41		13,869.75	21,517.29	680,901.12
Garetto Real Estate, LLC	500,000.00	468,748.03		11,640.58	5,365.30	463,382.73
R & R Properties of WI, LLC	225,000.00	216,121.56		3,215.31	4,253.07	211,868.49
Total	3,000,500.00	2,325,672.30	0.00	50,631.87	85,883.87	2,239,788.43

This information should be read only in connection with the accompanying accountant's report.

1902 62nd St Bobby & Anna Sexton

From : Scott Buck <SBuck@co.kenosha.wi.us>

Wed, May 19, 2010 10:39 AM

Subject : 1902 62nd St Bobby & Anna Sexton

 17 attachments

To : dsalas@kenosha.org

Cc : Randy Wergin <RWergin@co.kenosha.wi.us>

An anonymous complaint was called in about trash on the parkway on 01/21/2010. I inspected the property on 01/21/2010 at 10:01am and found a decent amount of trash at the curb. January 21st was a Thursday and the garbage collection for that area was Wednesday the 20th. Upon further inspection of the property, I discovered a large amount of open garbage piled next to the garage with organic waste in it and squirrels going through it. I posted a 24hr notice on the property and documented the scene with photographs.

On 01/22/2010, I returned to the property at 9:10 am and found that nothing had changed from the previous day. At 11:22 am, I had Jerry Malsack, one of our contractors, come and remove all of the garbage from the property.

Between the garbage on the parkway and the open bags of organic waste beside the garage, I deemed the situation to be an emergency health hazard that needed to be rectified within 24 hours.

I had been checking other complaints in the area earlier in the week and had seen the trash on the parkway before the complaint came in on the property.

I have attached the pictures that I took of the property for the 24hr notice and of the cleanup.

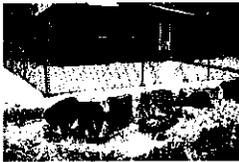
Thanks, Scott



1902 62st 01-22-10.jpg
595 KB



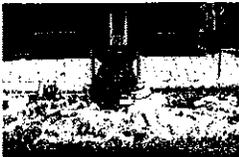
1902 62st 01-21-10 1.jpg
635 KB



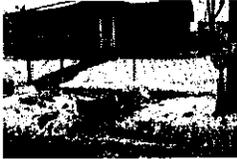
1902 62st 01-21-10 2.jpg
615 KB



1902 62st 01-21-10 3.jpg
605 KB



1902 62st 01-21-10 4.jpg
597 KB



1902 62st 01-21-10 5.jpg
592 KB



1902 62st 01-22-10 1a.jpg
621 KB



1902 62st 01-22-10 1b.jpg
631 KB



1902 62st 01-22-10 2a.jpg
703 KB



1902 62st 01-22-10 2b.jpg
585 KB



1902 62st 01-22-10 3a.jpg
598 KB



1902 62st 01-22-10 3b.jpg
624 KB



1902 62st 01-22-10 4a.jpg
554 KB



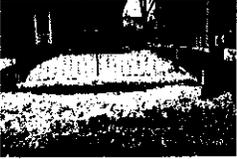
1902 62st 01-22-10 4b.jpg
658 KB



1902 62st 01-22-10 5b.jpg
526 KB



1902 62st 01-22-10 6b.jpg
641 KB



1902 62st 01-22-10 5a.jpg
562 KB



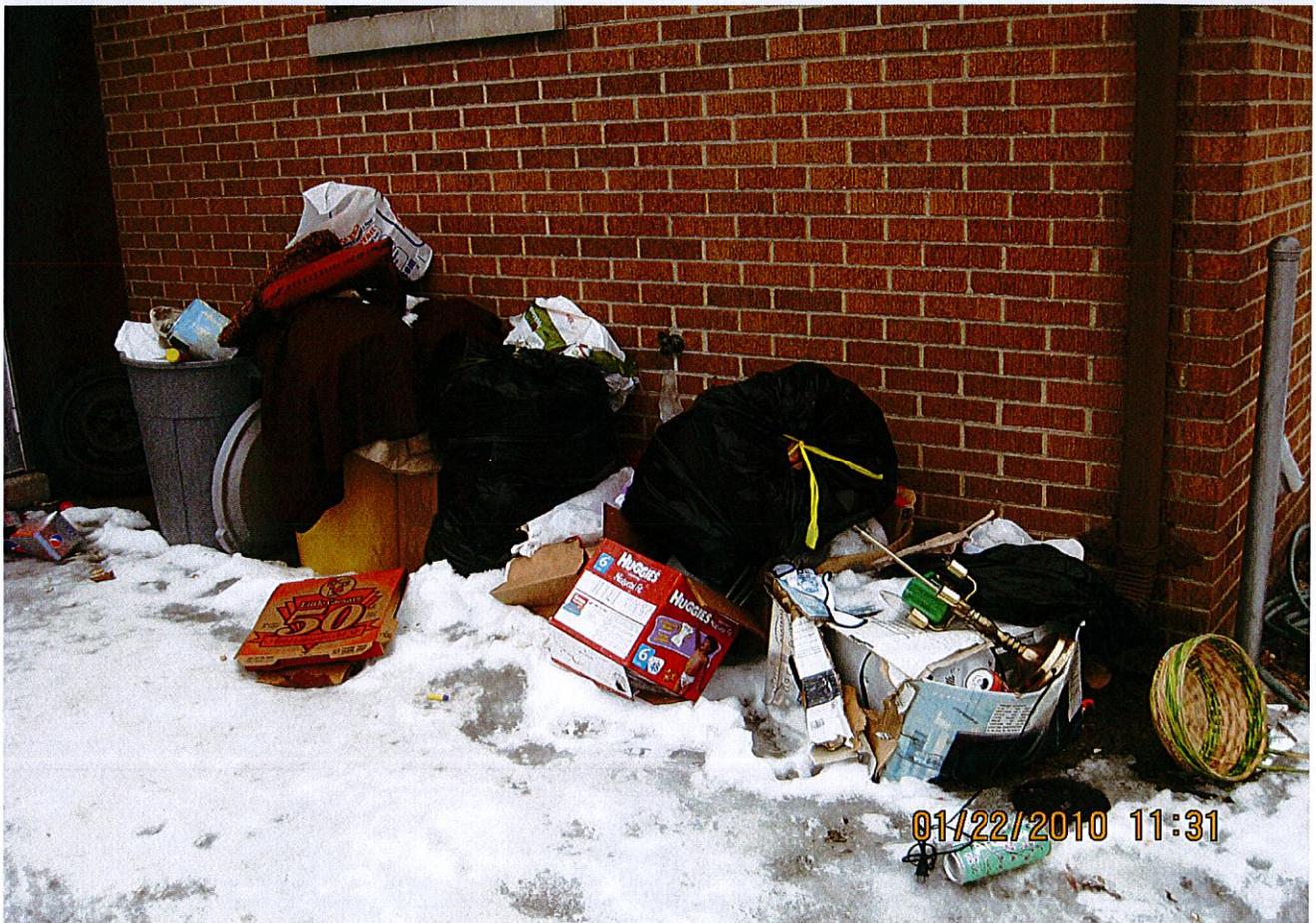
















Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 22, 2010

CERTIFIED DELIVERY

Bobby & Anna Sexton
7942-38th Avenue
Kenosha, WI 53142

Re: Trash & Debris Removal Special Assessment 1902-62nd Street, Parcel 05-123-06-232-014
Request to Rescind \$260.00

Dear Mr. and Mrs. Sexton:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, August 2, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

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

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Debra L. Salas'. The signature is fluid and cursive.

Debra L. Salas
Deputy City Clerk/Treasurer

C: Jonathan Mulligan, Assistant City Attorney
Scott Buck, Sanitarian
Katherine Marks-Alderman 8th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

Common Council Agenda Item #L.2.a

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bobby & Anna Sexton
 7942-38 Ave
 Kenosha, WI
 53142

A. Signature **X** *[Signature]* Agent Addressed **RECEIVED**

B. Received by (Printed Name) _____ C. Date of Delivery **JUL 27 2010**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

**CITY OF KENOSHA
 CITY CLERK-TREASURER**

3. Service Type
- Certified Mail Express Mail
 - Registered Return Receipt for Merchandise
 - Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7009 0080 0002 2323 6527

PS Form 3811, February 2004

Domestic Return Receipt

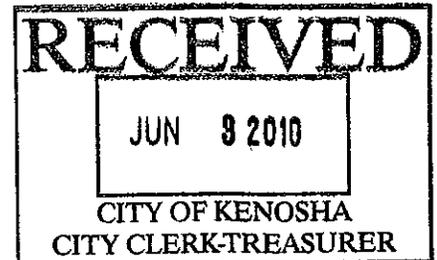
102595-02-M-154

6-2-10

WE ARE REQUESTING A HEARING
BEFORE THE CITY OF KENOSHA FINANCE
COMMITTEE, ABOUT THE TRASH AND
DEBRIS REMOVAL, AND ABOUT THE
ASSESSMENT LEVIED AGAINST US,
FOR PARCEL 05-123-06-232-014
THE ADDRESS IS 1902-62ST.

Sincerely,
Bobby & Anna Sexton

Bobby & ANNA SEXTON
7942-38 AVE
KENOSHA, WI 53142



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bobby: Anna Sexton
7942 38th Avenue
Kenosha, WI 53142

2. Article Number
 (Transfer from service label)

7002 0460 0000 7149 5410

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Bobby O. Sexton Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery
 MAY 29 1999
 PHOENIX, ARIZONA

D. Is delivery address different from item 1? Yes
 If "ES" enter delivery address below: No

3. Service Type Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery (Extra Fee) Yes

Domestic Return Receipt

102595-02-M-154

Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

May 26, 2010

CERTIFIED MAIL

Bobby & Anna Sexton
7942-38th Avenue
Kenosha, Wisconsin 53142

Re: Parcel 05-123-06-232-014, 1902-62nd Street, Trash & Debris Removal Special Assessment

Dear Mr. & Mrs. Sexton:

We are in receipt of a claim you recently filed with the City of Kenosha regarding a bill in the amount of \$260.00 which represents a trash and debris removal special assessment levied against parcel 05-123-06-232-014. The property address is 1902-62nd Street.

The circumstances of your claim have been reviewed. The City denies your claim for reimbursement as it appears that this special assessment was properly levied to this parcel. The following actions occurred:

January 21, 2010	Anonymous complaint received
January 21, 2010	24 Hour Order Posted (According to Charter Ordinance No. 26)
January 22, 2010	Garbage and open bags of organic waste removed by J. Malsack/Crown Services, LLC

You have the right to request a hearing before the City of Kenosha Finance Committee. To request a hearing, you must make written request to the City Clerk within ten (10) days of service of this letter.

Please be advised that pursuant to Section 893.80 (1g), Wisconsin Statutes, no action on your claim may be brought against the City of Kenosha, or any subdivision or agency of the City, or any officer, official, agent or employee of the City of Kenosha after 6 months from the date of service of this Notice of denial. If you have any questions, please contact me at 262-653-4026.

Sincerely,

CITY OF KENOSHA

Debra L. Salas
Deputy City Clerk/Treasurer

ds

C: City Attorney
Scott Buck, Sanitarian
Katherine Marks-Alderman 8th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

Common Council Agenda Item #L.2.a

SADL3PAY

26 MAY 10 10:04 CDEBS

SPECIAL ASSESSMENTS

NAME: BOBBY & ANNA SEXTON
ADDRESS: 1902 062 ST
PROJECT NO. 10-122 TYPE 11
BREAK 0 ORDER # 000 STREET

OLD PARCEL
00-000-00-000-000-0
S.A. TYPE: TRASH & DEBRIS
PARCEL NO. 05-123-06-232-014-0

RESOLUTION NUMBER	FILE TYPE	ORIGINAL YEARS	REMAINING YEARS	ANNUAL INTEREST RATE	EFFECTIVE BILLING DATE
056-10	A	01	01	07.5	05/01/10

MONTHLY INT CHARGED	ORIGINAL ASMT DUE	JAN 1 BALANCE DUE	ACCRUED INTEREST	TO BE APPLIED TO TAX ROLL
1.63	\$260.00	\$0.00	\$0.00	\$260.00

CURRENT BALANCE DUE	\$260.00	CURRENT INTEREST	\$0.00
---------------------	----------	------------------	--------

DATE PAID	PRINCIPAL PAID	INTEREST PAID	JE	RECEIPT NO
00/00/00	0.00	0.00		00000

MSG-WAIT/MENU

XMIT/NEXT RECORD

F3/GEN INFO

F4/PAY INFO

F5/PAY HIST

F6/LEGAL

()

City of Kenosha
Special Assessment Claim
City Clerk-Treasurer
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 262-653-4020
cityclerk@kenosha.org



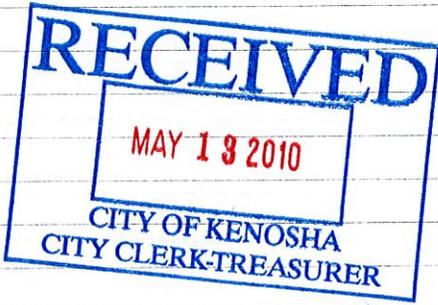
Date 5-12-10
 Claimant's Name Bobby & ANNA SEXTON
 Claimant's Phone Number 1-262-694-6392
 Claimant's Address (Addr/City/State/Zip) 7942-38 AVE KENOSHA, WI 53142
 Property Address 1902-62ND ST KENOSHA, WI
 Property Parcel Number 05-123-06-232-014

Type of Special Assessment (check appropriate box)

<input checked="" type="checkbox"/>	Trash and Debris Removal
<input type="checkbox"/>	Reinspection Fee(s)
<input type="checkbox"/>	Sidewalk
<input type="checkbox"/>	Snow Removal
<input type="checkbox"/>	Other _____

Date(s) of special assessment(s)	<u>JAN 22-23-2010</u>
How were you made aware of these charges?	<u>WHEN WE RECEIVED THE BILL FOR \$260.00</u>
Have you contacted any City Department?, if so, who did you speak with?	<u>I TALKED TO SCOTT, MY WIFE ANNA</u> <u>TALKED TO RANDY WHEN HE RETURNED FROM VAC.</u>

Provide an explanation as to why the special assessment should be reviewed: WE THINK IT WAS VERY UNFAIR THE WAY IT WAS HANDLED, NOBODY EVER NOTIFIED US, BY MAIL OR BY PHONE, THE FIRST TIME WE FOUND OUT ABOUT IT WAS WHEN WE GOT THE BILL MAY 1ST 2010.



Claimant's Signature Bobby Sexton, Anna Sexton



COUNTY OF KENOSHA

Department of Human Services
John Jansen, Director

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

July 29, 2010

City Clerks Office
625 52nd Street
Kenosha, WI 53140

RE: 1405-44th Street Trash & Debris Special Assessment

I received a complaint for trash and debris on April 6, 2010 for the above property. I inspected the property and talked to the neighbor who stated the tenants had to move because the house was being sold.

I took pictures of the trash and posted a 24 hour order on the front door. Once at the office I tried to call the owner of record (Jack Weidner), but his phone was disconnected.

On April 7, 2010 I re-inspected the property and found no work had been done. I contacted a contractor to remove the items from the parkway, but due to weather the items were not removed until April 8, 2010.

A few weeks ago Mr. Herbert Reuteler contacted me about the special assessment and stated he purchased the property at the end of March and then went on vacation until April 11, 2010. I told him I could do anything about the assessment, he would have to contact the City of Kenosha.

Sincerely,

Mark L. Melotik REHS/RS
Public Health Sanitarian
Kenosha County Division of Health

J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

Invoice

DATE	INVOICE #
4/8/10	4792

BILL TO
KENOSHA COUNTY HEALTH DEPT. 8600 SHERIDAN RD. SUITE 600 KENOSHA, WI 53143

DUE DATE	P.O. NUMBER
5/8/10	MARK

DESCRIPTION	AMOUNT
1405 44TH ST REMOVED TV, FURNITURE, BAGS OF GARBAGE, BOX OF GARBAGE, HUSEHOLD ITEMS, WOOD, FURNITURE, LITTER AND MISC DEBRIS CLEANED 4/8/2010	275.00

OK
RE
4-9-10

5%10 NET 30	Subtotal	275.00
	5.5% Tax	
	Total	275.00



COUNTY OF KENOSHA

Department of Human Services
John Jansen, Director

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

TRASH & DEBRIS SPECIAL ASSESSMENT

DATE: 04/09/2010

PARCEL # 11-223-30-380-005

ADDRESS: 1405-44th Street

CLEANUP DATE: 04/08/2010

CONTRACTOR: Jerry Malsack

MAIL COST \$ 0

PUBLICATION COST \$ 0

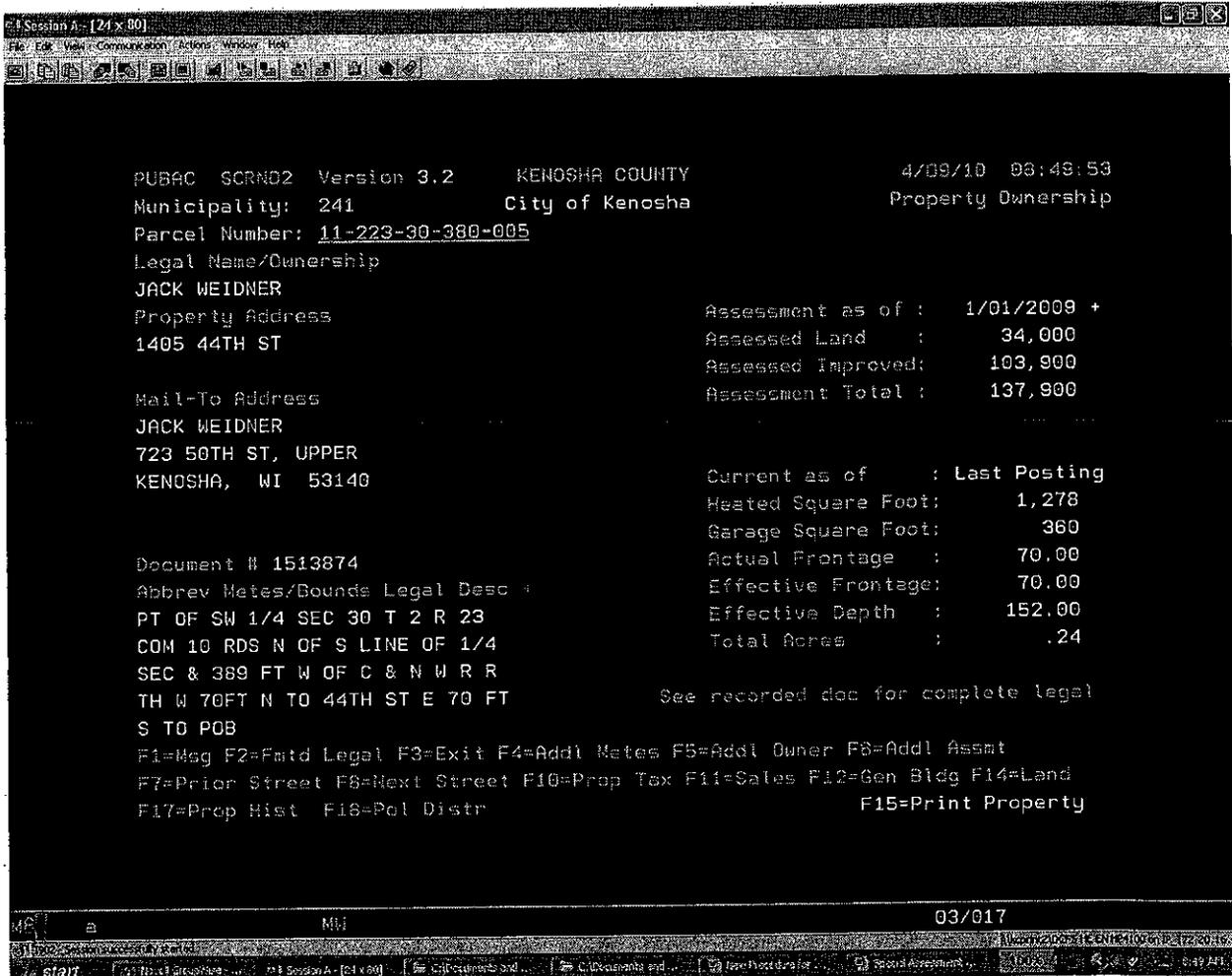
CLEANUP COST \$ \$275.00

ADMINISTRATION COST \$ 75.00

OTHER COST \$ 0.00

TOTAL \$ \$350.00

NOTES/COMMENTS:



Date 4/6/10 Compl. Name ANONYMOUS Compl. Addr. _____
Compl. Phone _____ N/P

Kenosha County Division of Health
Environmental Health Section - Complaint & Inspection Report

Addr. Of Complaint 1405 44th St. Rec. No. _____

Contact person and/or where to gain entrance _____

Complaint obtained with promise of confidentiality: Y N Par. # _____

OCCUPANT: Name _____ Unit _____ Tel. # _____
OWNER: Name _____ Addr. _____ Tel. # _____
Compl. Code _____ Dist _____ San _____ Viol. Code _____ Date _____ Res. Code _____ Date _____

REMARKS: Call to make appt. _____ Pre-scheduled appt. time _____
(Compl. taken by ME) Hours when home _____

JUNK @ CURB.

→ Tenants moved out, left items on curb.
owner may have sold house.

→
Called owner number disconnected

- order posted on door
→ Not cleaned at 4/7/10 11:15 am.

Pictures taken just after 4:00 pm
Jerry's Price ~~275.00~~ (275.00)
Complied 1:45 pm nym



COUNTY OF KENOSHA

John Jansen, Acting Director
Department of Human Services

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

24 HOUR ORDER

CHARTER ORDINANCE NO. 26 BLIGHTED CITY LOTS

The Charter Ordinance empowers the City of Kenosha to abate certain public nuisances which arise when landowners permit their lots, whether developed or not, to deteriorate and otherwise exhibit signs of blight and to charge the cost of said nuisance to the landowner as a special assessment.

We attempted to contact you but were unable to do so. Please be advised that this property is in violation of Charter Ordinance No. 26.

You must:

- Clean parkway of all garbage, junk and debris.
- Clean yard/alley of all loose garbage and debris.
-

Property 1405-44th St. Kenosha.

This violation must be corrected within 24 hours.

You must clean up the above listed violation by 4-7-10 3:00pm.

Failure to do so will result in the nuisance being abated by a contractor. All costs associated with the abatement will be assessed as a special assessment to the property.

MARK Melotik.
Kenosha County Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
(262) 605-6700

Legal Name/Ownership

JACK WEIDNER

Property Address

1405 44TH ST

*652-7295
disconnected*

Mail-To Address

JACK WEIDNER

723 50TH ST, UPPER

KENOSHA, WI 53140

Assessment as of : 1/01/2009 +
Assessed Land : 34,000
Assessed Improved: 103,900
Assessment Total : 137,900

Current as of : Last Posting
Heated Square Foot: 1,278
Garage Square Foot: 360
Actual Frontage : 70.00
Effective Frontage: 70.00
Effective Depth : 152.00
Total Acres : .24

Document # 1513874

Abbrev Metes/Bounds Legal Desc +

PT OF SW 1/4 SEC 30 T 2 R 23

COM 10 RDS N OF S LINE OF 1/4

SEC & 389 FT W OF C & N W R R

TH W 70FT N TO 44TH ST E 70 FT

S TO POB

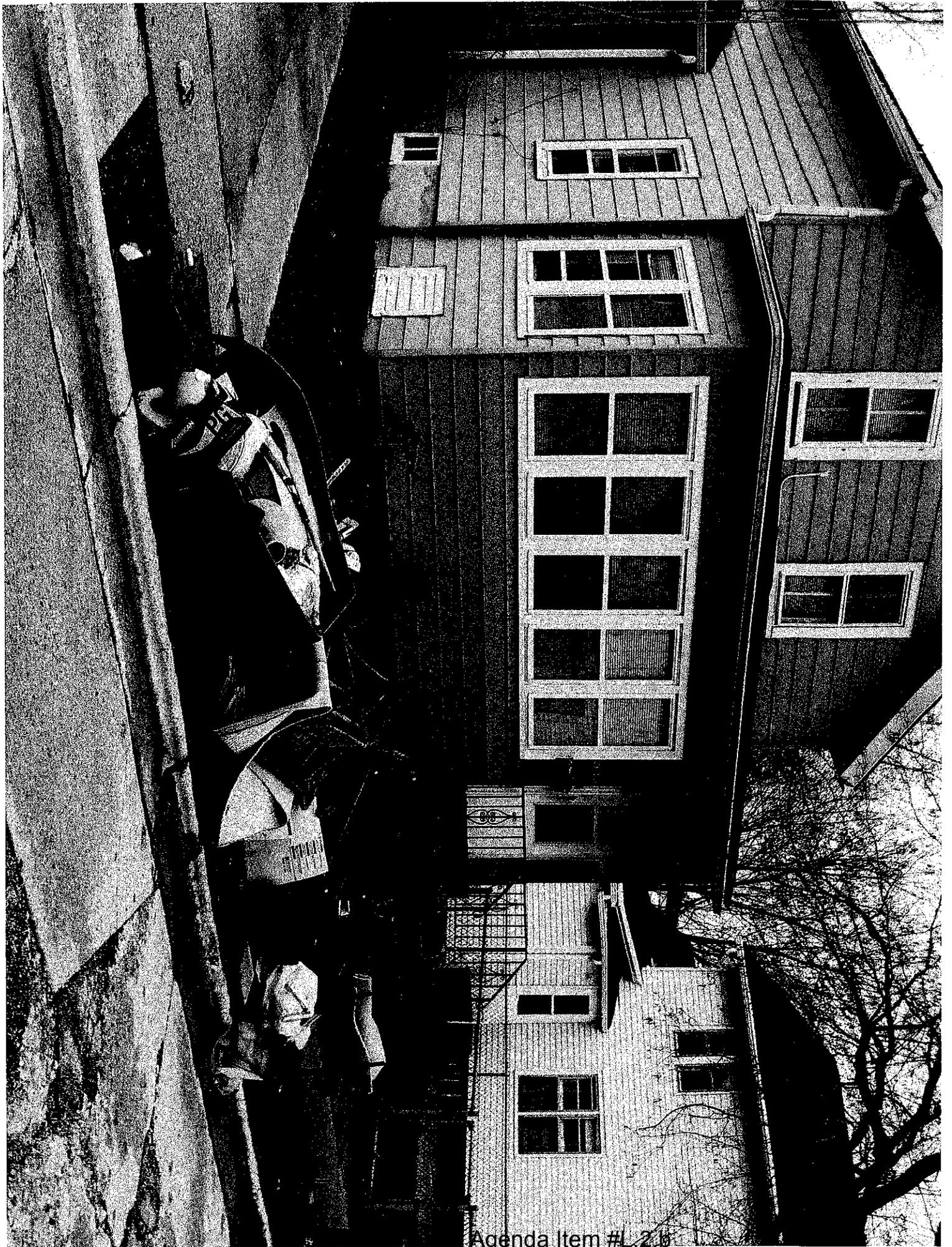
See recorded doc for complete legal

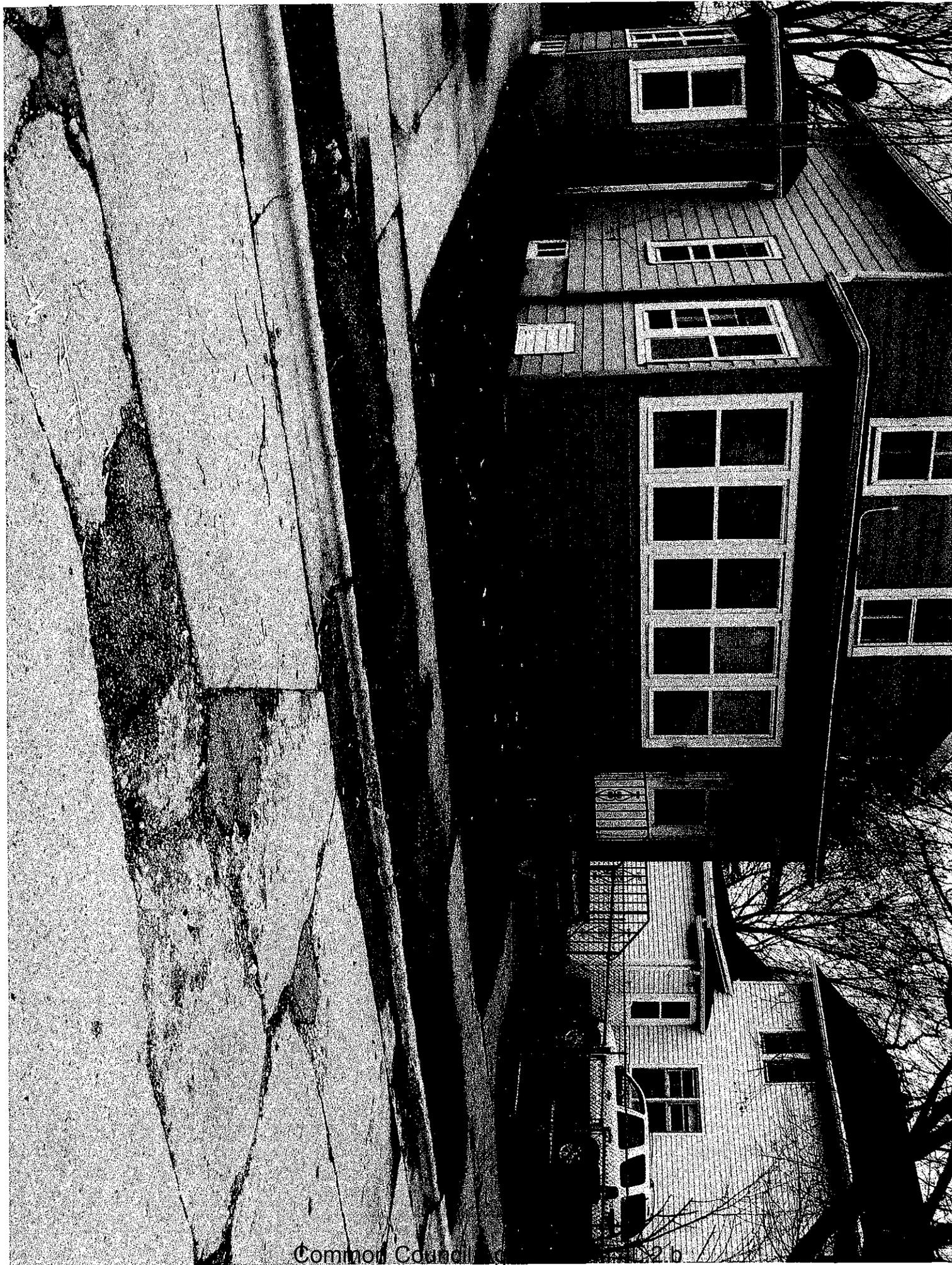
F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Street F8=Next Street F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property





Zimbra

dsalas@kenosha.org

± Font size -

Herbert Reuteler Assessment Review

From : Mark Melotik <MMelotik@co.kenosha.wi.us>

Mon, Jul 12, 2010 10:04 AM

Subject : Herbert Reuteler Assessment Review

To : cdebs@kenosha.org

City Clerk,

I receive a complaint for trash at 1405-44th Street Kenosha on April 6,2010. The parkway was piled high with items left by the last tenant. I tried to contact the owner of record Jack Weidner, but his phone was disconnected. I posted the orders on the house which was vacant. The neighbor stated the house was sold and the tenants only had a short time to move, that is why they left as much junk on the parkway as they did. I could not find the new owners name. Two months later I get a call from Herbert Reuteler about the special assessment. He stated he bought the house on March 30th and the left for vacation until April 11,2010. I told him I tried to contact the old owner but was unsuccessful, so the property was cleaned on April 8, 2010. Mr Reuteler may be a new owner, but he is still responsible for his property. If you have any further questions please feel free to contact me.

Mark Melotik
Public Health Sanitarian
Division of Public Health
(262) 605-6745
Fax: (262) 605-6715

NOTICE: This E-mail and attachments may contain confidential information. Use and Further disclosure of the information by the recipient must be consistent with applicable laws, regulations and agreements. If you receive this E-mail in error, please notify the sender; delete the E-mail; and do not use, disclose or store the information it contains.

cell-
262-446-1224

SA013TD

19 JUL 10 12:09 CDERS

SPECIAL ASSESSMENTS
TRASH & DEBRIS

NAME: HERBERT REUTELER
ADDRESS: 01405 044 ST
PROJECT NO. 10-409 TYPE CODE 11 S.A. TYPE:
BREAK 0 ORDER # 000 STREET PARCEL NO. 11-223-30-380-005-0 000

FILE TYPE	TAX YEAR	# OF YRS	REMAIN YEARS	ANNUAL INTEREST	RESOLUTION TYPE	NUMBER	DATE	EFFECTIVE BILL DATE
A	2010	01	01	07.5	F	079-10	06/07/10	07/01/10

MAIL COST	PUBLICATION COST	CLEANUP COST	ADMINISTRATIVE COST	OTHER COST	TOTAL ASSESSMENT
.00	.00	275.00	75.00	.00	350.00

COST ANALYSIS/COMMENTS

MSG-WAIT/CONTINUE XMIT/NEXT SCREEN F4/PAY INFO F5/PAY HIST F6/LEGAL []



Track & Confirm

Search Results

Label/Receipt Number: **7009 0080 0002 2323 6534**
Service(s): **Certified Mail™**
Status: **Notice Left**

We attempted to deliver your item at 9:27 AM on July 24, 2010 in PLEASANT PRAIRIE, WI 53158 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

Track & Confirm

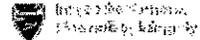
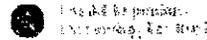
Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. **Go >**



4559 6222 2000 0800 6001

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Reuteler

Sent To _____
Street, Apt. No., or PO Box No. _____
City, State, ZIP+4 _____

PS Form 3800, August 2006 See Reverse for Instructions

Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 23, 2010

CERTIFIED DELIVERY

Herbert Reuteler
2222 Springbrook Road
Pleasant Prairie, WI 53158

Re: Trash & Debris Removal Special Assessment 1405-44th Street, Parcel 11-223-30-380-005
Request to Rescind \$350.00

Dear Mr. Reuteler:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, August 2, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

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

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Debra Salas', is written over the typed name.

Debra L. Salas
Deputy City Clerk/Treasurer

C: Jonathan Mulligan, Assistant City Attorney
Mark Melotik, Sanitarian
Tod Ohnstad, Alderman - 6th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

Common Council Agenda Item #L.2.b

Herbert Reuteler
1405 44 Street
Kenosha, WI. 53144
262-694-9047 cell phone- 262-496-1224

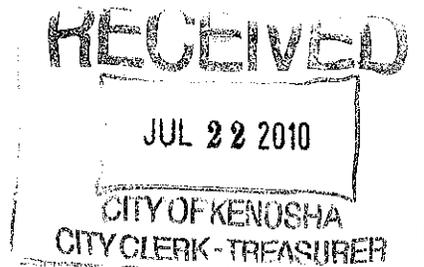
Parcel Number 11-223-30-380-005

I am requesting a hearing before the City of Kenosha Finance Committee concerning a special assessment for trash and debris removal.

An appeal was submitted on June 25, 2010 and was denied July 19, 2010.

The garbage left on the street belonged to the previous owner's tenants. The tenant had indicated that a special pick up had been scheduled. I became owner on March 31, 2010 and I received no notification that trash/debris was still on the street. I do not feel responsible for this assessment.

I do not know why regular garbage pick up did not handle this matter.



Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 19, 2010

HAND DELIVERED ON JULY 19, 2010 TO MR. REUTELER

Herbert Reuteler
2222 Springbrook Road
Pleasant Prairie, WI 53158

Re: Parcel 11-223-30-380-005, 1405-44th Street, Trash & Debris Removal Special Assessment

Dear Mr. Reuteler:

We are in receipt of a claim you recently filed with the City of Kenosha regarding a bill in the amount of \$350.00 which represents a trash and debris removal special assessment levied against parcel 11-223-30-380-005. The property address is 1405-44th Street.

The circumstances of your claim have been reviewed. The City denies your claim for reimbursement as it appears that this special assessment was properly levied to this parcel. The following actions occurred:

April 6, 2010	Anonymous complaint received, 24 Hour Order Posted (According to Charter Ordinance No. 26)
April 8, 2010	Items and debris left by tenant removed by contractor

You have the right to request a hearing before the City of Kenosha Finance Committee. To request a hearing, you must make written request to the City Clerk within ten (10) days of service of this letter.

Please be advised that pursuant to Section 893.80 (1g), Wisconsin Statutes, no action on your claim may be brought against the City of Kenosha, or any subdivision or agency of the City, or any officer, official, agent or employee of the City of Kenosha after 6 months from the date of service of this Notice of denial. If you have any questions, please contact me at 262-653-4026.

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Debra L. Salas', is written over the typed name.

Debra L. Salas
Deputy City Clerk/Treasurer

ds
C: City Attorney
Mark Melotik, Sanitarian
Tod Ohnstad-Alderman 6th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

Common Council Agenda Item #L.2.b

City of Kenosha
 Special Assessment Claim
 City Clerk-Treasurer
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 262-653-4020
cityclerk@kenosha.org



Date 6-25-10
 Claimant's Name Herbert Reuteler
 Claimant's Phone Number 262-694-9047
 Claimant's Address (Addr/City/State/Zip) 2222 Springbrook Rd. Pleasant Prairie, WI 53158
 Property Address 1405 44 Street Kenosha
 Property Parcel Number 11-223-30-380-005

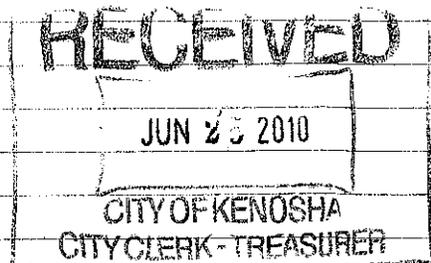
Type of Special Assessment (check appropriate box)

<input checked="" type="checkbox"/>	Trash and Debris Removal
<input type="checkbox"/>	Reinspection Fee(s)
<input type="checkbox"/>	Sidewalk
<input type="checkbox"/>	Snow Removal
<input type="checkbox"/>	Other _____

Date(s) of special assessment(s)	<u>Un Known</u>
How were you made aware of these charges?	<u>Assessment Bill received in mail on 6-23-10</u>
Have you contacted any City Department?, if so, who did you speak with?	<u>Sue, Karen + Kathy at clerk's office</u> <u>Mark + Scott at County division of Health</u>

Provide an explanation as to why the special assessment should be reviewed:

None of this garbage belonged to me. It must have belonged to the old owner or his tenants. I closed on this house on 3-31, and then was out of town until April 11. I saw no garbage at the house on that date



Claimant's Signature Herbert J Reuteler

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	July 22, 2010
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Request to extend the Conditional Use Permit for a 60-unit senior apartment complex to be located at 3508 7th Avenue, District #1. (Casa Del Mar)

ACTION TAKEN	AYES	NOES
APPROVE	8	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	MEETING DATE	INFO FORWARDED
COMMON COUNCIL	08/02/10	
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
PUBLIC NOTICE		


 Jeffrey B. Jabahn
 City Planner

1CPC/2010/July/action-cupx-casadelmar

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 7
Request to extend the Conditional Use Permit for a 60-unit senior apartment complex to be located at 3508 7th Avenue, District #1. (Casa Del Mar) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3508 7th Avenue
Zoned: RM-3 Elderly and Handicapped Housing District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Haugaard, has been notified. The Common Council is the final review authority.

ANALYSIS:

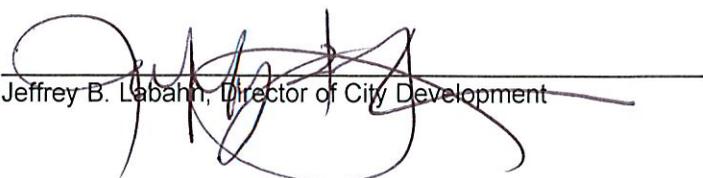
- The City Plan Commission approved this project on January 21, 2010. The approval allowed the applicant six months to obtain a building permit.
- The applicant has been working towards satisfying all of their Conditions of Approval and obtaining their financing, but has not yet been able to obtain a permit. The applicant is requesting a six-month extension to the Conditional Use Permit.
- The original Conditions of Approval still apply. There are a few conditions that must still be addressed.
- The extension will give the applicant additional time to obtain a building permit.

RECOMMENDATION:

A recommendation is made to approve the six-month extension, subject to the original Conditions of Approval.



Brian R. Wilke, Development Coordinator
1CPC/2010/July22/fact-cupx-casadelmar



Jeffrey B. Labahn, Director of City Development

TARANTINO & COMPANY

VIA US MAIL

July 7, 2010

TO: Jeffrey B. Labahn
Director of Community Development
Kenosha, Wisconsin

SUBJECT: Request for Extension of Conditional Use Permit
Casa del Mare

Dear Mr. Labahn:

Tarantino & Company is respectfully requesting a 6-month extension to the Conditional Use Permit approved January 21, 2010 (expiring July 21, 2010) for Casa del Mare at 3508 7th Avenue.

Please find enclosed the required review fee. If there are any questions, or if you require additional information, please contact me at 262-798-1224.

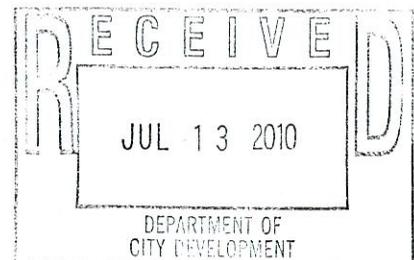
Sincerely,

TARANTINO & COMPANY, LLC



JAMES TARANTINO

Enclosures as referenced above



CONDITIONS OF APPROVAL	City Plan Division 625 52nd Street Kenosha, WI 53140 (262) 653 4030	Casa Del Mare 3508 7th Avenue	January 21, 2010
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1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved Site, Drainage, Utility, Landscape and Building Plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the

CONDITIONS OF APPROVAL	City Plan Division 625 52nd Street Kenosha, WI 53140 (262) 653 4030	Casa Del Mare 3508 7th Avenue	January 21, 2010
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approved plans.

- k. A Deed Restriction shall be recorded on the property which prevents the conversion of the site to conventional multi-family housing. The Deed Restriction shall be recorded prior to Occupancy.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated December 10, 2009.
 - b. A Land Division/Parcel Combination shall be recorded prior to the issuance of a Footing and Foundation permit, or an approved fire separation shall be included where the property line bisects the underground tunnel.
 - c. The applicant shall provide the Department of City Development with a certificate from the County Treasurer stating that there are no past due real estate taxes or special assessments on the site per Section 2.02.B.8 of the Zoning Ordinance. The current balance appears to be \$1,498.53.
 - d. Plans shall include the location of all Fire Department connections, building classification and smoke detection placement if applicable. The architect shall contact the Fire Prevention Bureau.
 - e. A letter shall be submitted for the file that this project will not seek tax exemption at a later date.
 - f. Submit a plan showing the location of any stockpiles. Stockpiles are to be removed prior to the issuance of any Occupancy permits.
 - g. A Landscape Plan shall be submitted that complies with Section 14 of the Zoning Ordinance.
 - h. An Operational Plan shall be submitted that indicates the types of services and level of care to be provided in the new building. Include a plan for trash pick-up and service deliveries.
 - i. The Site/Landscape Plan shall show a calculation with the amount of paving, landscaping, sidewalks, and/or buildings that is included on the site.
 - j. Provide a truck movement diagram showing all delivery trucks will move on-site only.

/u2/acct/cp/csusans/CPC/2010/0121 Mtg/conditions-casadelmare.odt

Engineering Services Division
 4401 Green Bay Road
 Kenosha, WI 53144-1716
 Phone: (262) 653-4315
 Fax: (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Mr. Brian Wilke, Development Coordinator
 From: Curt Czarnecki P.E., Water Engineer
 Date: December 10, 2009
 Subject: Casa Del Mar (St. Catherine's Commons Phase III)
 Location: Southeast Corner of 35th Street and Sheridan Road

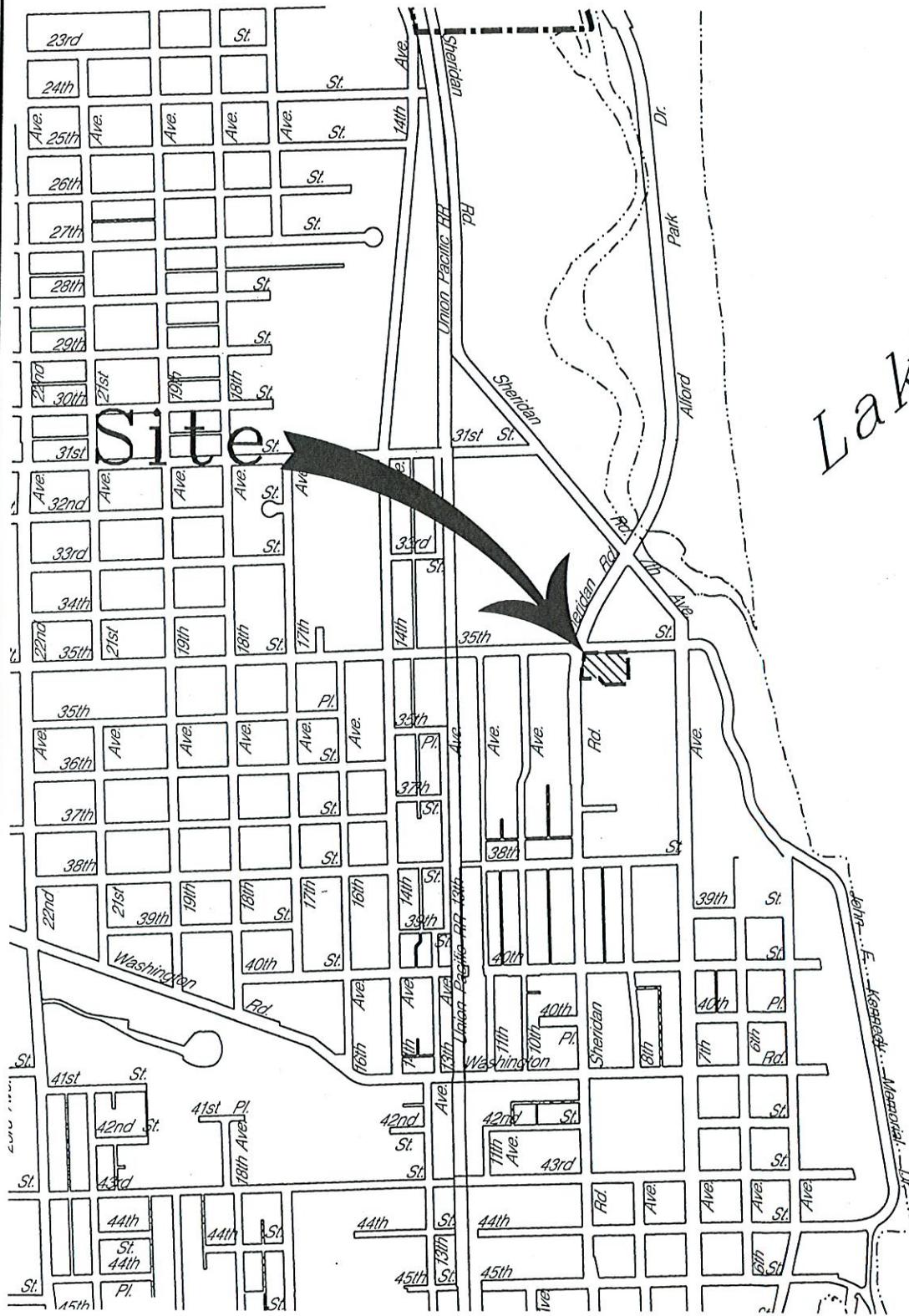
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. The water meter size and location, including a detail or diagram, must be provided in the revised plan set.
2. The following information shall be incorporated into the design of the water meter
 - All water meters 1-1/2" or greater shall have a bypass with a RUB two way ball valve with locking handle.
 - Meters 3" and larger shall have a 2" test plug provided between the outlet side of the meter and the outlet valve.
 - All water meters shall have a gate valve on the inlet and outlet pipe.
 - A 3C18 gage cable by Belden-M or approved equal shall be installed in 1/2" conduit through the exterior wall for the remote water meter reader. The remote reader shall be field located by KWU meter division.
3. The water service shall be constructed of C-900 PVC or Class 53 Ductile Iron.
4. Water services larger than 2" shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules and Regulations, Rule 06-29.
5. Water services shall have a blue #12 locator wire installed along the entire length. The locator wire shall be brought to the surface in the curb box.
6. Please provide justification as to why the proposed sewer lateral is being connected to the sewer in 35th Street as opposed to the private main located east of the proposed building. Connection to the private main would eliminate the need to open cut 35th Street.
7. The proposed sanitary lateral shall be constructed of PVC SDR-26 from the main to the property line.
8. Sanitary sewer laterals shall have a green #12 locator wire installed along the entire length. The locator wire shall be brought to the surface at the edge of the building and enclosed in a curb box with "sewer" on the cover.
9. A sampling manhole shall be added to the sanitary lateral.
10. Please add the following notes to the Utility Plan:
 - All sanitary sewer and water to be installed in accordance with Kenosha Water Utility (KWU) Standards.
 - All applications and fees for sanitary sewer and water must be completed and paid prior to connection to the sewer/water systems.
 - All water connections to existing public water mains shall be completed by KWU with excavation and backfill by the developer. All connections to private water mains shall be completed by the developer with inspection by KWU. Developer shall provide 48 hour notice prior to connection to the existing main.
 - Any utility work in the right-of-way and all sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to the sewer system.

Cc: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

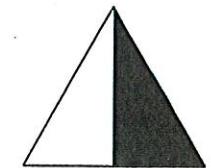
Vicinity Map
Casa del Mare CUP



Lake Michigan

Site

NORTH



0 1000'



----- Municipal Boundary

**Conditional Use Permit Application
City of Kenosha, Wisconsin**

<i>Mailing Information</i>	
Name of Project Casa del Mare	Name, Address and Phone of Architect / Engineer / Contractor (if applicable) AG Architects Land Information Services 1414 Underwood Ave. 10412 N. Baehr Road Wauwatosa, WI 53213 Mequon, WI 53092 (414) 431-3131 (262) 512-9000 <input type="checkbox"/> Send correspondence to this address? (Check only one)
Name, Address and Phone of Applicant Tarantino & Company, LLC 20711 Watertown Road, Suite A Waukesha, WI 53186 (262) 798-1224 <input type="checkbox"/> Send correspondence to this address? (Check only one)	Name, Address, Phone of Property Owner (if other than applicant) St. Catherine Commons II LLC 20711 Watertown Road, Suite A Waukesha, WI 53186 (262) 798-1224
<i>Site Description</i>	
Address of Site or Specific Location Land locked along Sheridan Road and 35th Street	Description of Site by Lot, Block and Recorded Subdivision or Metes and Bounds See attached Legal Description
Zoning District: RM-3 Elderly & Handicap Housing	Proposed zoning change, if any: None
Building or addition square footage*: 77,610	Site Size*: 1.218 acres
<i>Operational Description (including any other required submittals)</i>	
Type of Structure(s): Four story, wood and concrete frame	
Proposed Use/Operation of Structure(s): Supportive senior housing	
Anticipated Number of Occupants and/or Employees: 60 occupants, 20 full time equivalent employees	
Staff Use Only	
Review Authority (See Table 4.01 of the Kenosha Zoning Ordinance to determine Review Authority) <input type="checkbox"/> City Plan Division - CPD <input type="checkbox"/> City Plan Commission - CPC <input type="checkbox"/> Common Council - CC	
Fee collected: \$ _____ Date: _____ By: _____ (initials)	

* Information must be provided for the application to be processed.

Complete and return to Department of City Development, 625 52nd Street, Room 308, Kenosha, WI 53140

ST. CATHERINE COMMONS CASA DEL MARE



PARKING SUMMARY FOR APARTMENTS

80 APARTMENTS @ 1.5 SPACES
80 TOTAL APARTMENT SPACES
27 SURFACE PARKING SPACES
53 SURFACE PARKING SPACES
80 TOTAL PARKING SPACES

SURFACE LIGHTING KEY

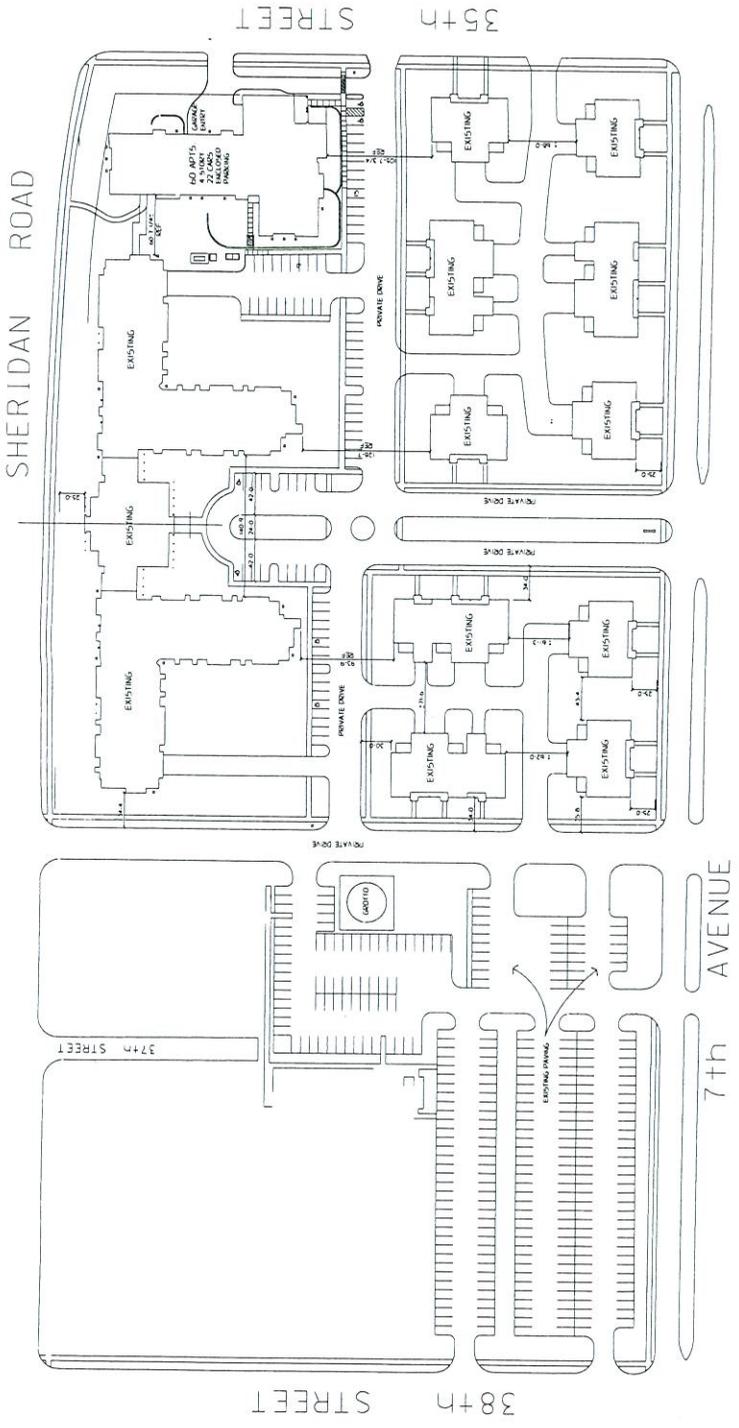
- 1.0 - SINGLE LAMP AT 20' SPACING
- 1.5 - SINGLE LAMP AT 15' SPACING
- 2.0 - SINGLE LAMP AT 10' SPACING
- 3.0 - SINGLE LAMP AT 5' SPACING
- 4.0 - SINGLE LAMP AT 3' SPACING

NOTE:
NO SCALE INFORMATION SHOWN IN THESE DRAWINGS FOR
DETAILED SITE INFORMATION.

DATE: 12/15/11
BY: J.F. KENNEDY
PROJECT: ST. CATHERINE COMMONS
SHEET: 01 OF 02



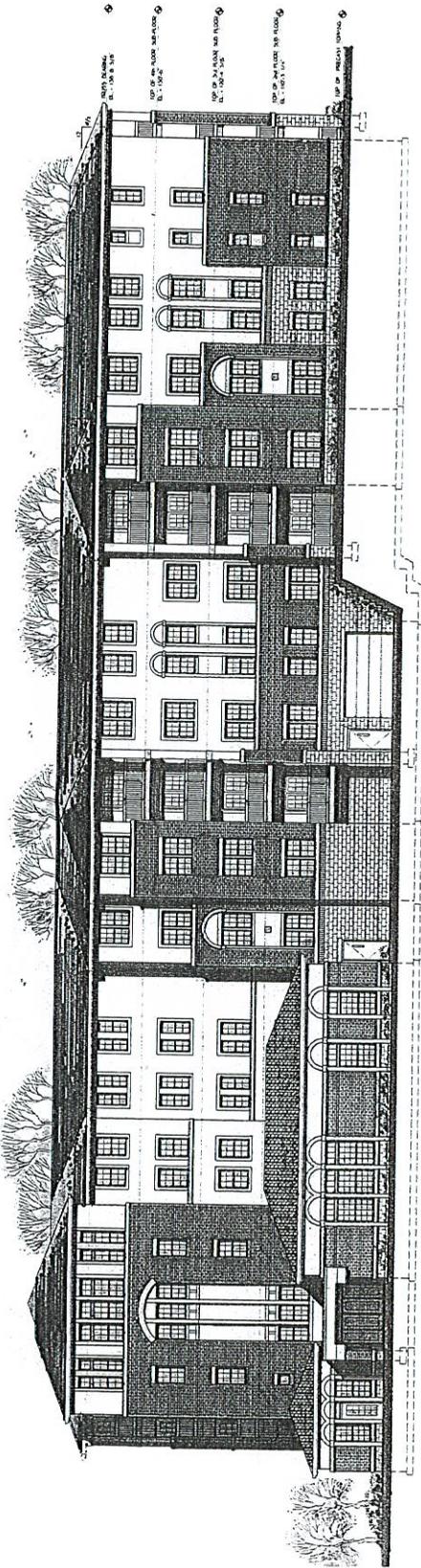
1" = 50'-0" SITE PLAN C200



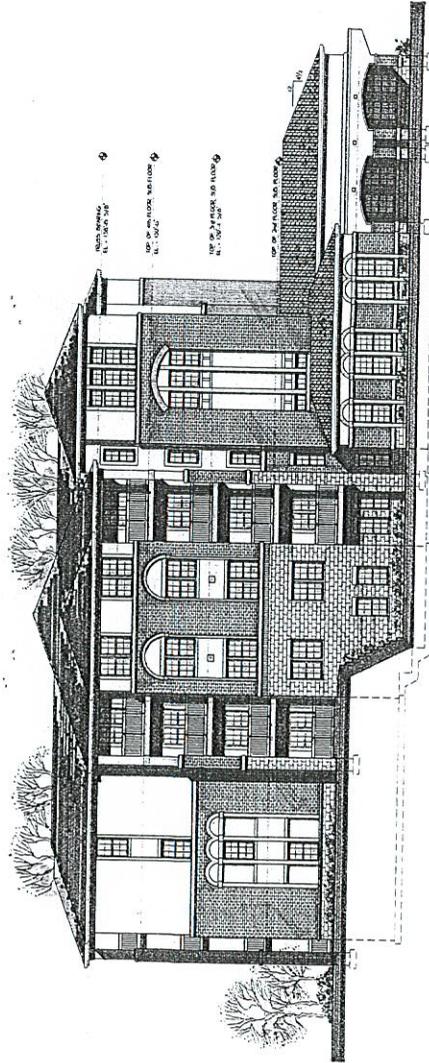
JOHN F. KENNEDY
MEMORIAL
DRIVE



ST. CATHERINE COMMONS
CASA DEL MARE
1215 SHERIDAN ROAD
KENOSHA, WI 53142
TEL: 262.392.1234
WWW.KENOSHACOMMONS.COM



NORTH ELEVATION



EAST ELEVATION

OCT 5, 2009



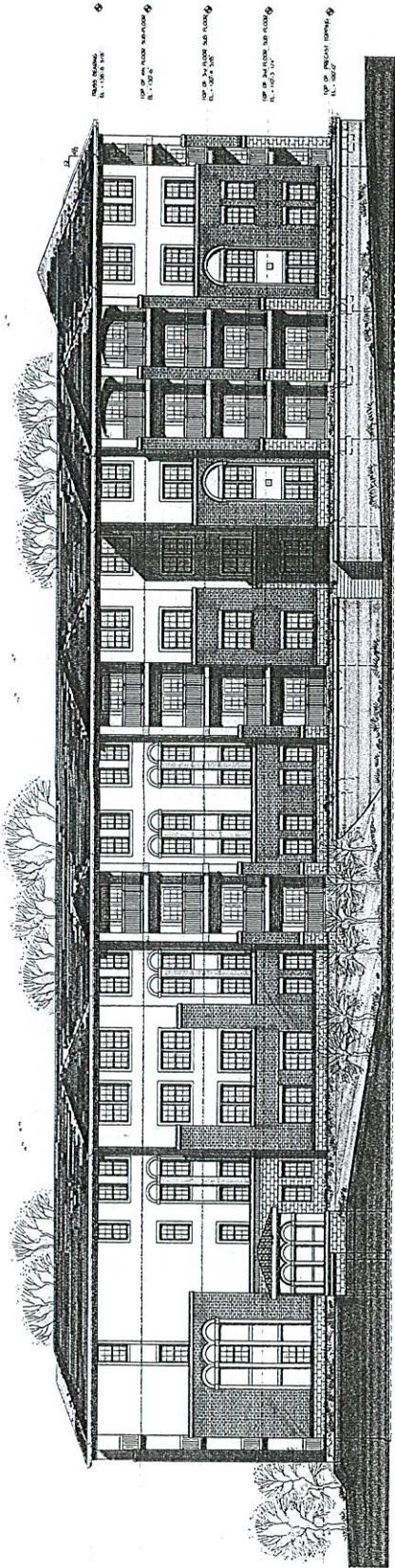
BUILDING ELEVATIONS

SCALE: N.T.S.

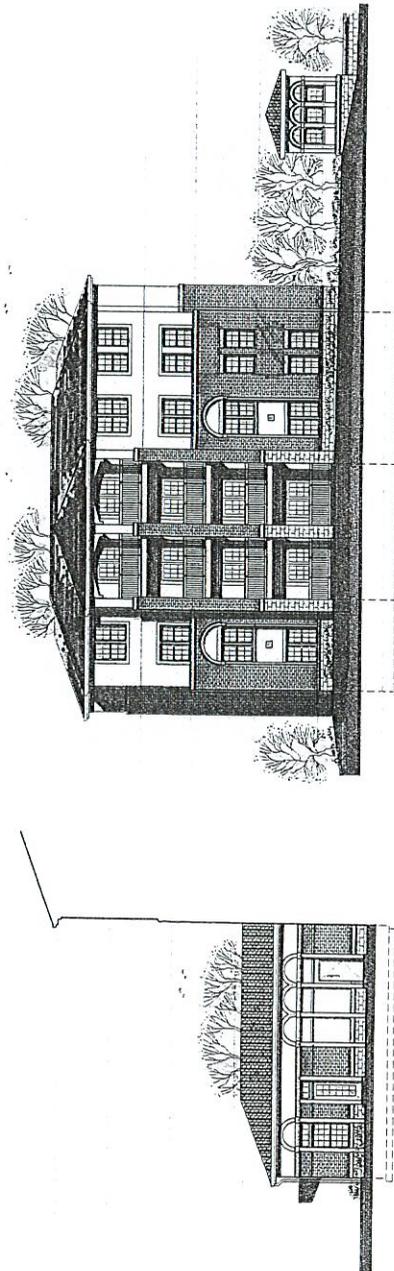
St. Catherine Commons

CASA DEL MARE

Kenosha, Wisconsin



SOUTH ELEVATION



WEST ELEVATION

OCT. 5, 2009



BUILDING ELEVATIONS
SCALE: N.T.S.

St. Catherine Commons
CASA DEL MARE
Kenosha, Wisconsin

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 4
Request for an extension for the temporary classroom located at 8560 26th Avenue, District #9. (Kenosha Unified School District/Tremper High School) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 8560 26th Avenue
Zoned: IP Institutional park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Green, has been notified. The City Plan Commission is the designated review authority.

ANALYSIS:

- Section 2.02 A.4. of the Zoning Ordinance allows the temporary use of a trailer for operating a business until a permanent building is constructed.
- The temporary use can be used for up to one year with City Plan Commission approval. The City Plan Commission has the ability to annually review and approve a request for an extension.
- The City Plan Commission granted approval of three temporary classrooms on May 4, 2006. One year extensions were granted on September 6, 2007, July 24, 2008 and July 23, 2009.
- The school district has requested a final one year extension and indicated that no further extensions for this site will be requested, since the Indian Trail Academy project will be completed in 2011.
- The extension will allow the district to continue to use the temporary classroom until the Indian Trail High School is completed in 2011.

RECOMMENDATION:

A recommendation is made to approve a final one year extension at this site.

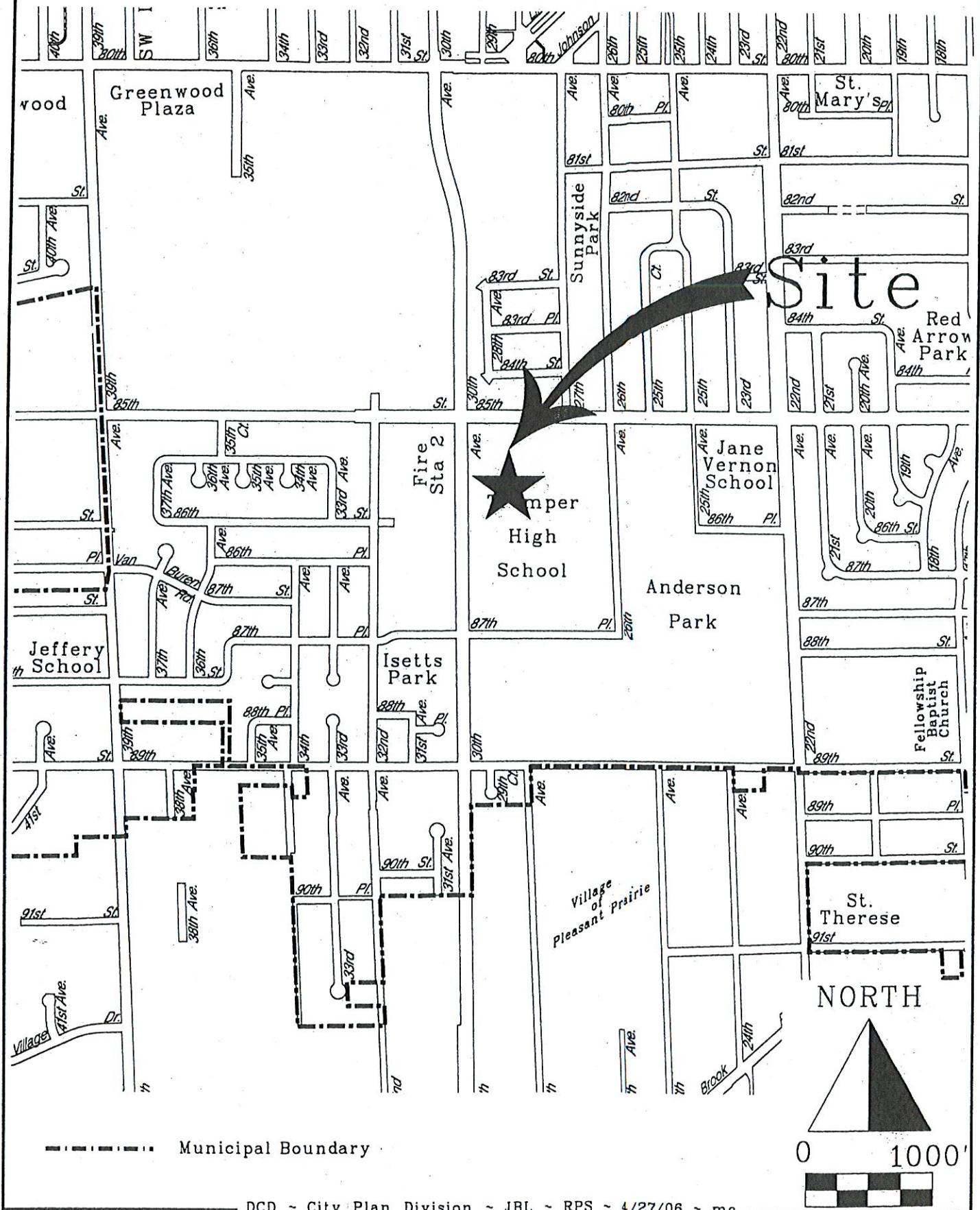


Brian R. Wilke, Development Coordinator
1CPC/2010/July22/fact-ext-tremper



Jeffrey B. Labahn, Director of City Development

General Location Map Tremper High School Portable Classrooms





KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

FACILITIES SERVICES

3600 52ND STREET • KENOSHA, WISCONSIN 53144-2697 • PHONE 262-653-6329

June 18, 2010

Mr. Brian Wilke
City of Kenosha
Department of City Development
625 – 52nd Street
Kenosha, WI 53140

Regarding: Temporary Classroom Unit Occupancy Permit Extensions
Tremper High School
Bradford High School
Bose Elementary School

Dear Mr. Wilke:

The Kenosha Unified School District is requesting a one-year extension of the occupancy permits for the three KUSD schools that have temporary classrooms units. We are submitting all three applications at this time to consolidate the renewal dates and expedite the permit process. The three schools which we are seeking to renew the permits are; Tremper High School, Bradford High School and Bose Elementary School.

It is the intent of the District to remove the temporary classroom units at Bradford and Tremper after the completion of the expansion at Indian Trails Academy in 2011. The classroom unit at Bose Elementary School will remain until the school board addresses the building of a new elementary school which will serve the north side of the city.

We thank you in advance for your consideration of this request, and we would be glad to answer any questions that you may have with respect to the temporary classrooms.

Sincerely,
Kenosha Unified School District No. 1

John E. Setter, AIA
KUSD Project Architect

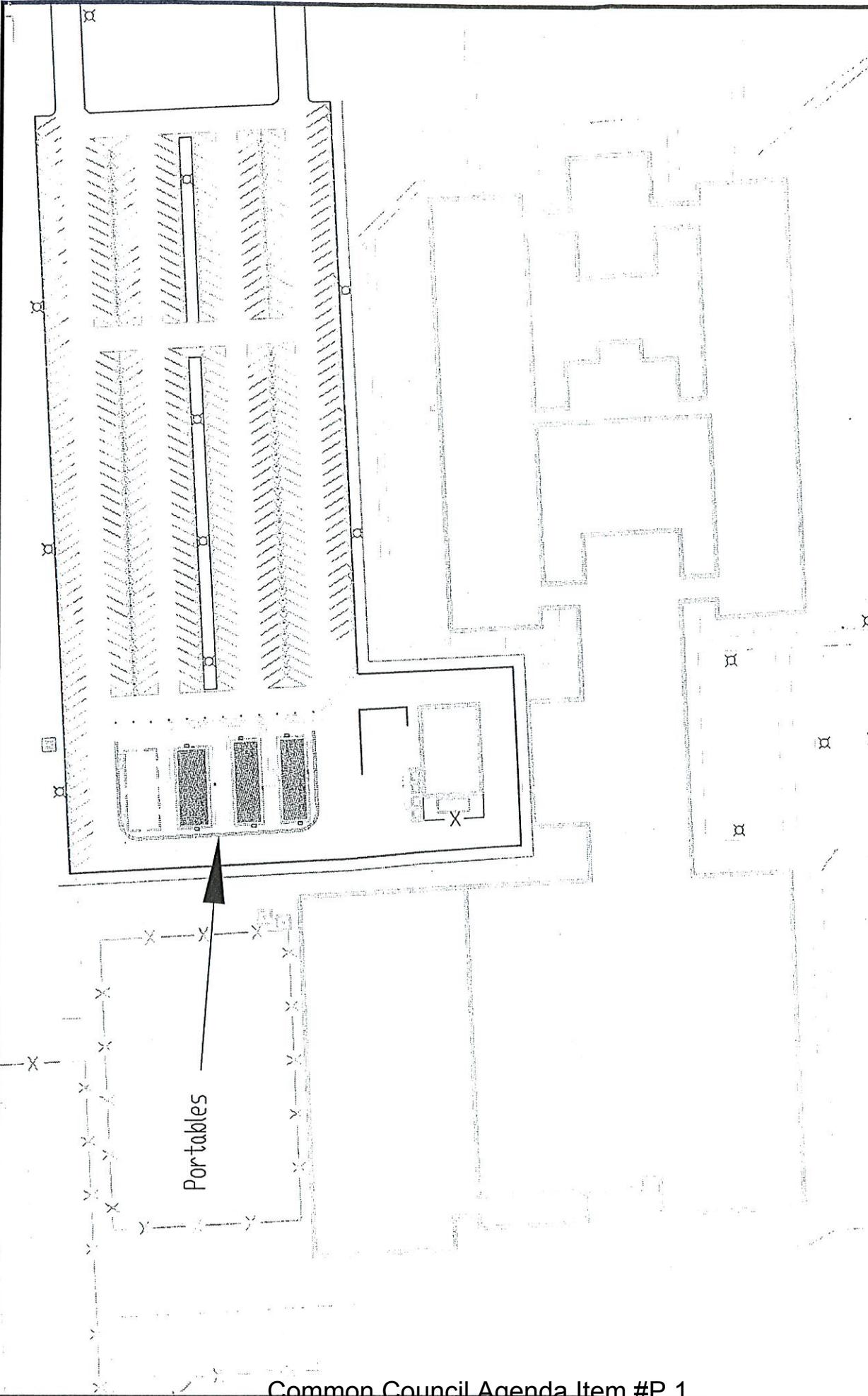
cc: Pat Finnemore, Director of Facilities

**Conditional Use Permit Application
City of Kenosha, Wisconsin**

<i>Mailing Information</i>	
Name of Project Bose Elementary School Tremper High School Bradford High School Temporary Classroom Unit Occupancy Permit Extension	Name, Address and Phone of Architect / Engineer / Contractor (if applicable) <input type="checkbox"/> Send correspondence to this address? (Check only one)
Name, Address and Phone of Applicant Kenosha Unified School District No. 1 3600 52nd Street Kenosha, WI 53143 262-359-6331 <input checked="" type="checkbox"/> Send correspondence to this address? (Check only one)	Name, Address, Phone of Property Owner (if other than applicant)
<i>Site Description</i>	
Address of Site or Specific Location 1900 15th St. Kenosha, WI: 8560 26th Ave. Kenosha, WI: 3700 Washington Road Kenosha, WI	Description of Site by Lot, Block and Recorded Subdivision or Metes and Bounds
Zoning District: IP	Proposed zoning change, if any:
Building or addition square footage*: 3 - 1,680; 2 - 1,645; 1 - 1,810	Site Size*: < 1 Acre Disturbed
<i>Operational Description (including any other required submittals)</i>	
Type of Structure(s): Wood Frame Portable Classroom Unit set on concrete piers.	
Proposed Use/Operation of Structure(s): Temporary Classroom Units on existing site.	
Anticipated Number of Occupants and/or Employees: 2 Teachers & 50 students per unit.	
Staff Use Only	
Review Authority (See Table 4.01 of the Kenosha Zoning Ordinance to determine Review Authority)	
<input type="checkbox"/> City Plan Division - CPD <input type="checkbox"/> City Plan Commission - CPC <input type="checkbox"/> Common Council - CC	
Fee collected: \$ _____ Date: _____ By: _____ (initials)	

* Information must be provided for the application to be processed.

Complete and return to Department of City Development, 625 52nd Street, Room 308, Kenosha, WI 53140



SITE PLAN
8560 26th Ave.



TREMPER HIGH SCHOOL

DATE	KENOSHA UNIFIED SCHOOL DISTRICT NO. 1	D.W.G. NO.
NAME	DEPARTMENT OF FACILITIES SERVICES	
SCALE	KENOSHA, WISCONSIN	1 OF 1

Tremper High School



Mayor Bosman asked that Items #4, #5 and #6 be taken together for public hearing purposes. All items were read.

4. **Request for an extension for the temporary classroom located at 1900 15th Street, District #1. (Kenosha Unified School District/Bose Elementary School) PUBLIC HEARING**
5. **Request for an extension for the temporary classroom located at 3700 Washington Road, District #5. (Kenosha Unified School District/Bradford High School) PUBLIC HEARING**
6. **Request for an extension for the temporary classroom located at 8560 26th Avenue, District #9. (Kenosha Unified School District/Tremper High School) PUBLIC HEARING**

Public hearing opened.

Pat Finnemore, Facilities Director for Kenosha Unified School District, 3600 52nd Street, was available for questions. At the prior meeting, concerns were raised over the length of time the portable classrooms have been at the schools. The classrooms at Bradford and Tremper will be removed during the summer of 2011, this was part of the 2008 referendum. There are three classrooms at Tremper and two at Bradford. The portable at Bose has been there since 1999 and there is no defined date for the removal of that portable. The School District is waiting to see when things require another north side school. In previous years, enrollment had increased by 400 new students. In the last few years there were only 170 students, the need has slowed down. The School District will revisit the Long Range Plan as far as additions or renovations. Of the five portables being eliminated, four will be sold and one will be demolished.

Public hearing closed.

Alderman Ruffolo asked how old the classroom was at Bose. Mr. Finnemore said it was new in 1999, so 10 years old. Alderman Ruffolo said it was interesting that the school does not have a plan for additional class room space. Those kids deserve a class room like all the other kids. The portable classrooms are not even landscaped, they don't follow other building structure rules. The School Board needs to come up with a plan, their priority should be a classroom, not a ball field. Alderman Ruffolo will not support the extension.

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Mayor Bosman asked that Items #7, #8 and #9 be taken together for public hearing purposes. All items were read.

7. **Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District #17. (Hawk's Ridge Subdivision)**
8. **Request to amend the Conditional Use Permit for a 112-unit apartment complex**

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 5
Request for an extension for the temporary classroom located at 3700 Washington Road, District #5. (Kenosha Unified School District/Bradford High School) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3700 Washington Road
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman LaMacchia, has been notified. The City Plan Commission is the designated review authority.

ANALYSIS:

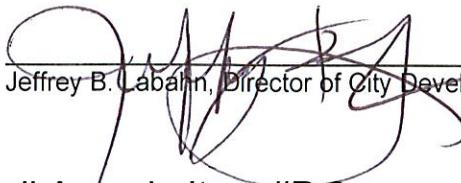
- Section 2.02 A.4. of the Zoning Ordinance allows the temporary use of a trailer for operating a business until a permanent building is constructed.
- The temporary use can be used for up to one year with City Plan Commission approval. The City Plan Commission has the ability to annually review and approve a request for an extension.
- The City Plan Commission granted approval of two temporary classrooms on May 4, 2006. One year extensions were granted on September 6, 2007, July 24, 2008 and July 23, 2009.
- The school district has requested a final one year extension and indicated that no further extensions for this site will be requested, since the Indian Trail Academy project will be completed in 2011.
- The extension will allow the district to continue to use the temporary classroom until the Indian Trail High School is completed in 2011.

RECOMMENDATION:

A recommendation is made to approve a final one year extension at this site.



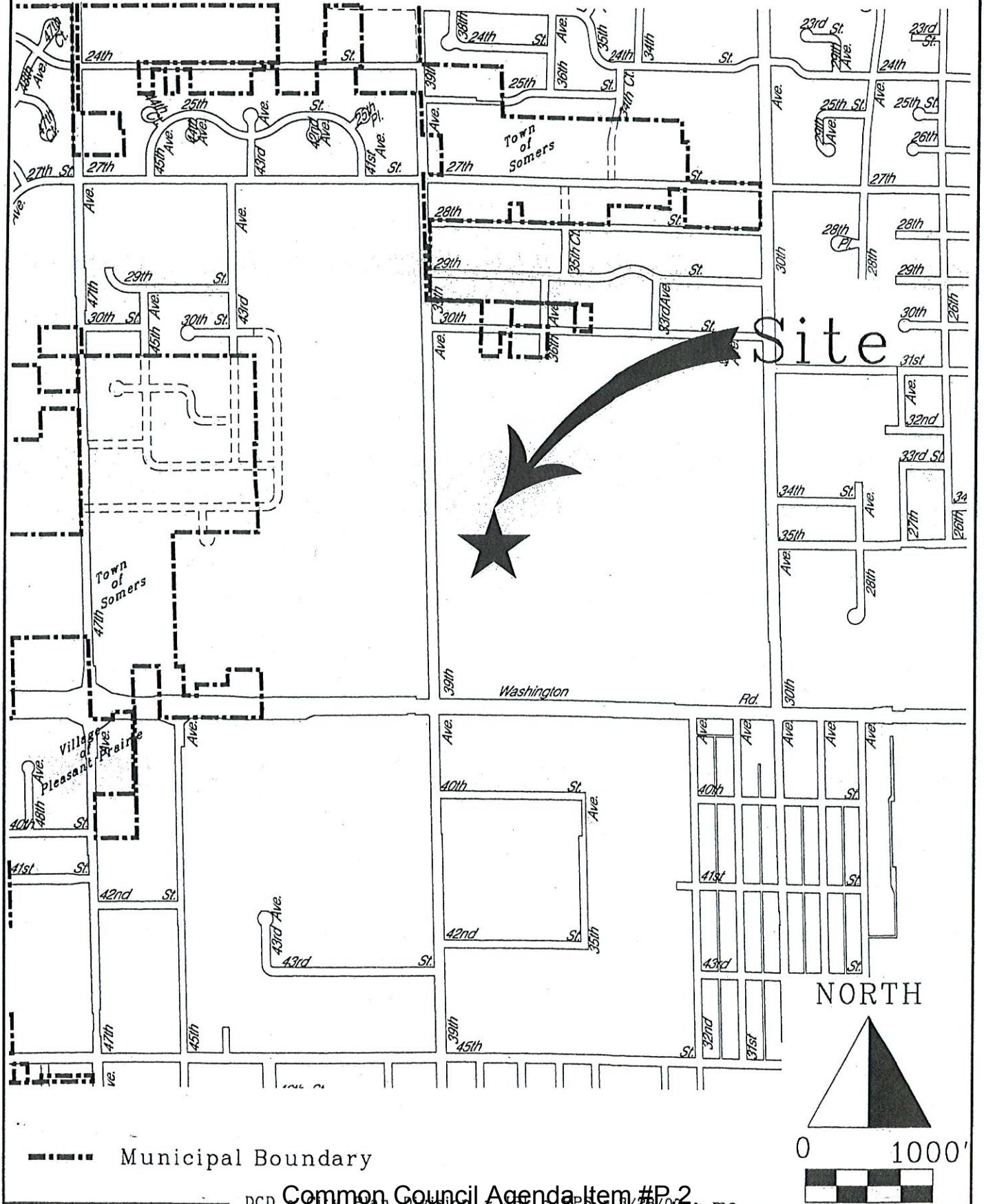
Brian R. Wilke, Development Coordinator
1CPC/2010/July22/fact-ext-bradford



Jeffrey B. Labahn, Director of City Development

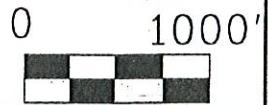
City of Kenosha

Vicinity Map
Bradford High School
Temporary Classrooms



----- Municipal Boundary

NORTH





KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

FACILITIES SERVICES

3600 52ND STREET • KENOSHA, WISCONSIN 53144-2697 • PHONE 262-653-6329

June 18, 2010

Mr. Brian Wilke
City of Kenosha
Department of City Development
625 – 52nd Street
Kenosha, WI 53140

Regarding: Temporary Classroom Unit Occupancy Permit Extensions
Tremper High School
Bradford High School
Bose Elementary School

Dear Mr. Wilke:

The Kenosha Unified School District is requesting a one-year extension of the occupancy permits for the three KUSD schools that have temporary classrooms units. We are submitting all three applications at this time to consolidate the renewal dates and expedite the permit process. The three schools which we are seeking to renew the permits are; Tremper High School, Bradford High School and Bose Elementary School.

It is the intent of the District to remove the temporary classroom units at Bradford and Tremper after the completion of the expansion at Indian Trails Academy in 2011. The classroom unit at Bose Elementary School will remain until the school board addresses the building of a new elementary school which will serve the north side of the city.

We thank you in advance for your consideration of this request, and we would be glad to answer any questions that you may have with respect to the temporary classrooms.

Sincerely,
Kenosha Unified School District No. 1

John E. Setter, AIA
KUSD Project Architect

cc: Pat Finnemore, Director of Facilities

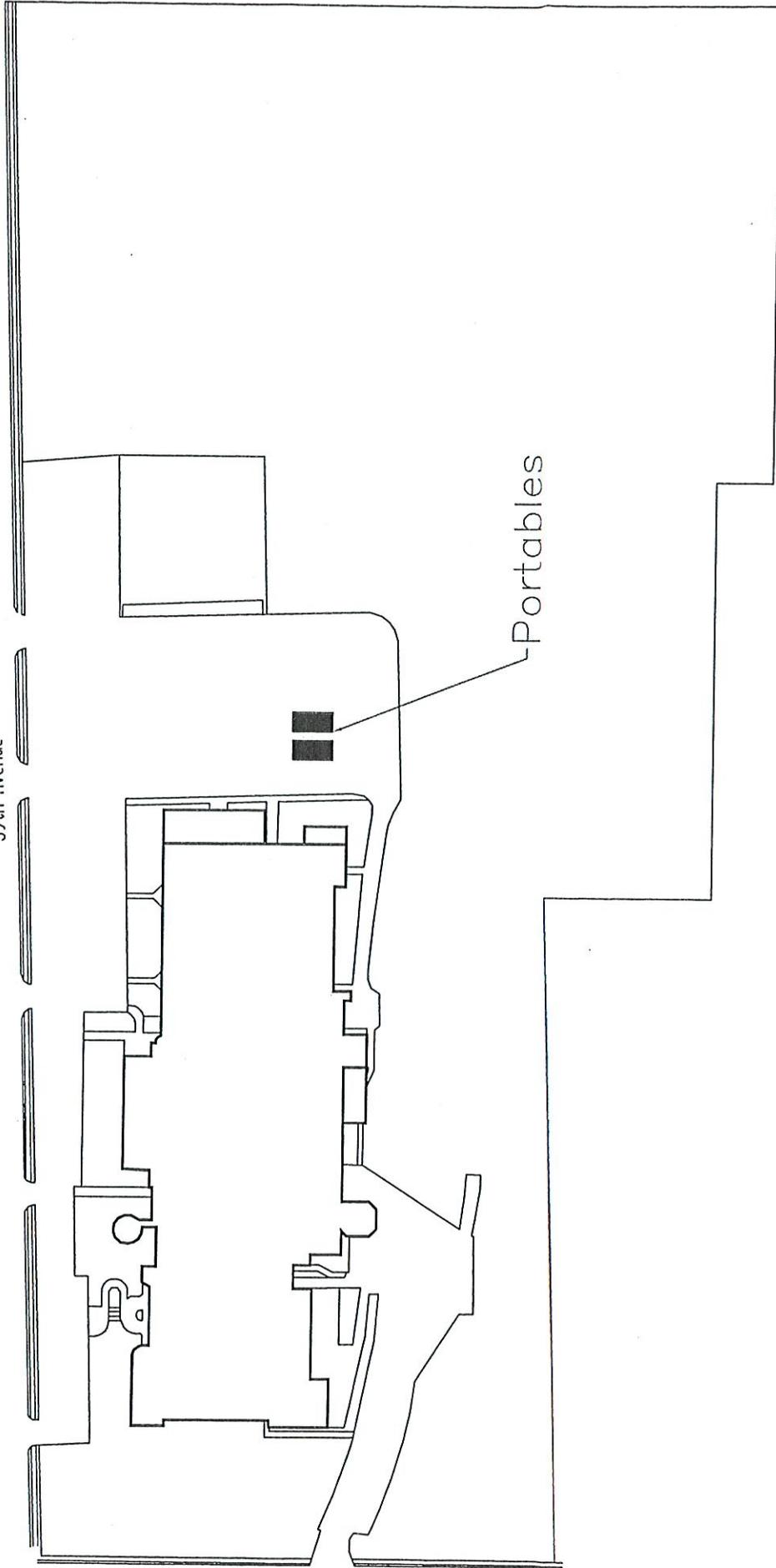
**Conditional Use Permit Application
City of Kenosha, Wisconsin**

<i>Mailing Information</i>	
Name of Project Bose Elementary School Tremper High School Bradford High School Temporary Classroom Unit Occupancy Permit Extension	Name, Address and Phone of Architect / Engineer / Contractor (if applicable) <input type="checkbox"/> Send correspondence to this address? (Check only one)
Name, Address and Phone of Applicant Kenosha Unified School District No. 1 3600 52nd Street Kenosha, WI 53143 262-359-6331 <input checked="" type="checkbox"/> Send correspondence to this address? (Check only one)	Name, Address, Phone of Property Owner (if other than applicant)
<i>Site Description</i>	
Address of Site or Specific Location 1900 15th St. Kenosha, WI: 8560 26th Ave. Kenosha, WI: 3700 Washington Road Kenosha, WI	Description of Site by Lot, Block and Recorded Subdivision or Metes and Bounds
Zoning District: IP	Proposed zoning change, if any:
Building or addition square footage*: 3 - 1,680; 2 - 1,645; 1 - 1,810	Site Size*: < 1 Acre Disturbed
<i>Operational Description (including any other required submittals)</i>	
Type of Structure(s): Wood Frame Portable Classroom Unit set on concrete piers.	
Proposed Use/Operation of Structure(s): Temporary Classroom Units on existing site.	
Anticipated Number of Occupants and/or Employees: 2 Teachers & 50 students per unit.	
Staff Use Only	
Review Authority (See Table 4.01 of the Kenosha Zoning Ordinance to determine Review Authority) <ul style="list-style-type: none"> <input type="checkbox"/> City Plan Division - CPD <input type="checkbox"/> City Plan Commission - CPC <input type="checkbox"/> Common Council - CC 	
Fee collected: \$ _____ Date: _____ By: _____ (initials)	

* Information must be provided for the application to be processed.

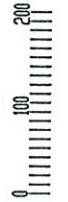
Complete and return to Department of City Development, 625 52nd Street, Room 308, Kenosha, WI 53140

39th Avenue



Portables

Washington Road
Common Council Agenda Item #P.2



SITE PLAN
 3700 Washington Rd
 553-6200

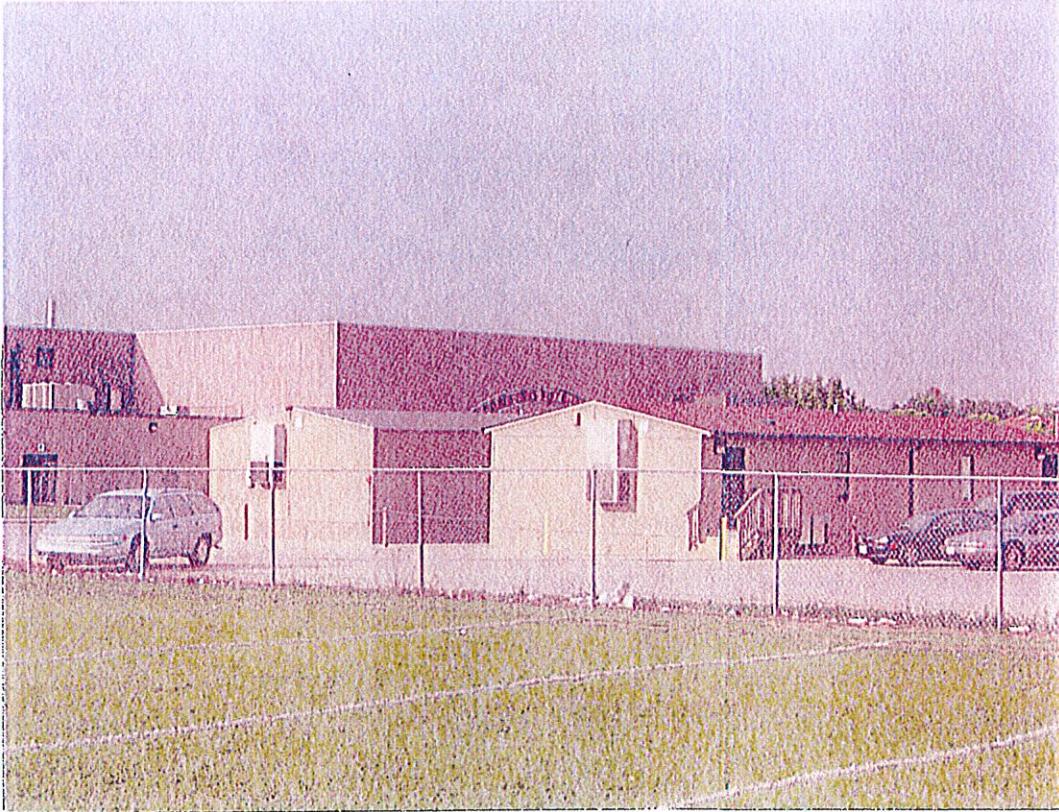
BRADFORD HIGH SCHOOL

DATE	
NAME	
SCALE	

KENOSHA UNIFIED
 SCHOOL DISTRICT NO. 1
 DEPARTMENT OF
 FACILITIES SERVICES
 KENOSHA, WISCONSIN

D.W.G. NO.
 425SITE
 1 OF 1

Bradford High School



Mayor Bosman asked that Items #4, #5 and #6 be taken together for public hearing purposes. All items were read.

4. **Request for an extension for the temporary classroom located at 1900 15th Street, District #1. (Kenosha Unified School District/Bose Elementary School) PUBLIC HEARING**
5. **Request for an extension for the temporary classroom located at 3700 Washington Road, District #5. (Kenosha Unified School District/Bradford High School) PUBLIC HEARING**
6. **Request for an extension for the temporary classroom located at 8560 26th Avenue, District #9. (Kenosha Unified School District/Tremper High School) PUBLIC HEARING**

Public hearing opened.

Pat Finnemore, Facilities Director for Kenosha Unified School District, 3600 52nd Street, was available for questions. At the prior meeting, concerns were raised over the length of time the portable classrooms have been at the schools. The classrooms at Bradford and Tremper will be removed during the summer of 2011, this was part of the 2008 referendum. There are three classrooms at Tremper and two at Bradford. The portable at Bose has been there since 1999 and there is no defined date for the removal of that portable. The School District is waiting to see when things require another north side school. In previous years, enrollment had increased by 400 new students. In the last few years there were only 170 students, the need has slowed down. The School District will revisit the Long Range Plan as far as additions or renovations. Of the five portables being eliminated, four will be sold and one will be demolished.

Public hearing closed.

Alderman Ruffolo asked how old the classroom was at Bose. Mr. Finnemore said it was new in 1999, so 10 years old. Alderman Ruffolo said it was interesting that the school does not have a plan for additional class room space. Those kids deserve a class room like all the other kids. The portable classrooms are not even landscaped, they don't follow other building structure rules. The School Board needs to come up with a plan, their priority should be a classroom, not a ball field. Alderman Ruffolo will not support the extension.

A motion was made by Ms. Barca and seconded by Mr. Landry to approve Item #4, the extension for Bose. The motion passed. (8 ayes; 1 no) *Ruffolo voted no.*

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8. **Request to amend the Conditional Use Permit for a 112-unit apartment complex**

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 22, 2010	Item 6
Request for an extension for the temporary classroom located at 1900 15th Street, District #1. (Kenosha Unified School District/Bose Elementary School) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 1900 15th Street
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Haugaard, has been notified. The City Plan Commission is the designated review authority.

ANALYSIS:

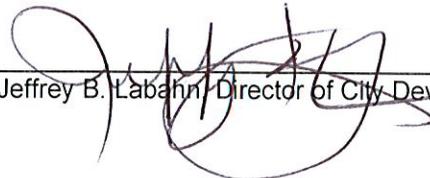
- Section 2.02 A.4. of the Zoning Ordinance allows the temporary use of a trailer for operating a business until a permanent building is constructed.
- The temporary use can be used for up to one year with City Plan Commission approval. The City Plan Commission has the ability to annually review and approve a request for an extension.
- The City Plan Commission granted one year extensions on September 2005, July 2006, August 2007, July 2008, and on July 23, 2009.
- The current temporary classroom has been at the school for ten years. The school district has requested another one year extension and indicated that the temporary classroom will remain at this school until a north side elementary school project is completed.
- The extension will allow the district to continue to use the temporary classroom until a permanent solution is approved.

RECOMMENDATION:

A recommendation is made to approve the one year extension at this site.

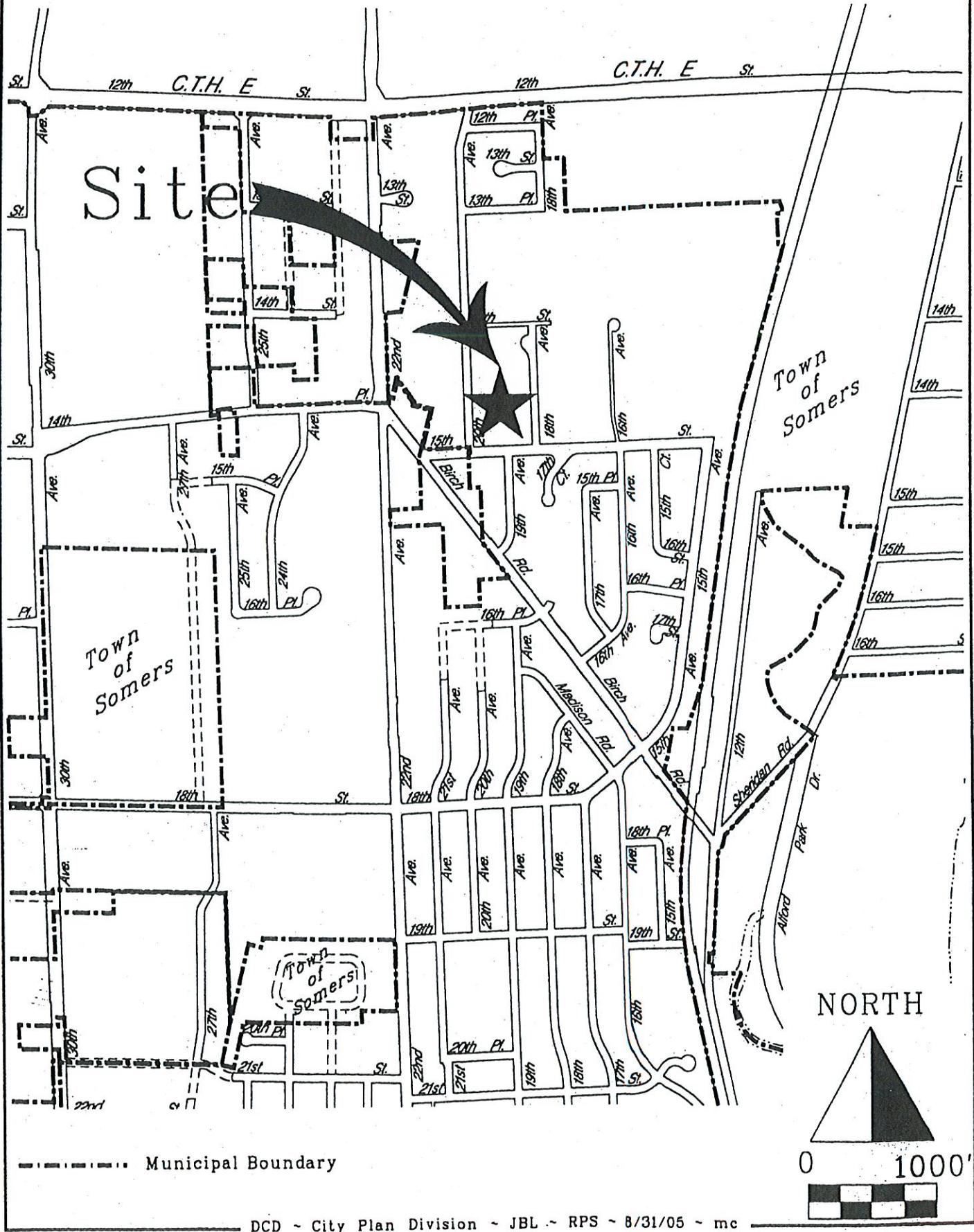


Brian R. Wilke, Development Coordinator
1CPC/2010/July22/fact-ext-bose



Jeffrey B. Labahn, Director of City Development

General Location Map Bose Elementary School Temporary Classroom





KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

FACILITIES SERVICES

3600 52ND STREET • KENOSHA, WISCONSIN 53144-2697 • PHONE 262-653-6329

June 18, 2010

Mr. Brian Wilke
City of Kenosha
Department of City Development
625 – 52nd Street
Kenosha, WI 53140

Regarding: Temporary Classroom Unit Occupancy Permit Extensions
Tremper High School
Bradford High School
Bose Elementary School

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We thank you in advance for your consideration of this request, and we would be glad to answer any questions that you may have with respect to the temporary classrooms.

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Kenosha Unified School District No. 1

A handwritten signature in cursive script that reads 'John E. Setter'.

John E. Setter, AIA
KUSD Project Architect

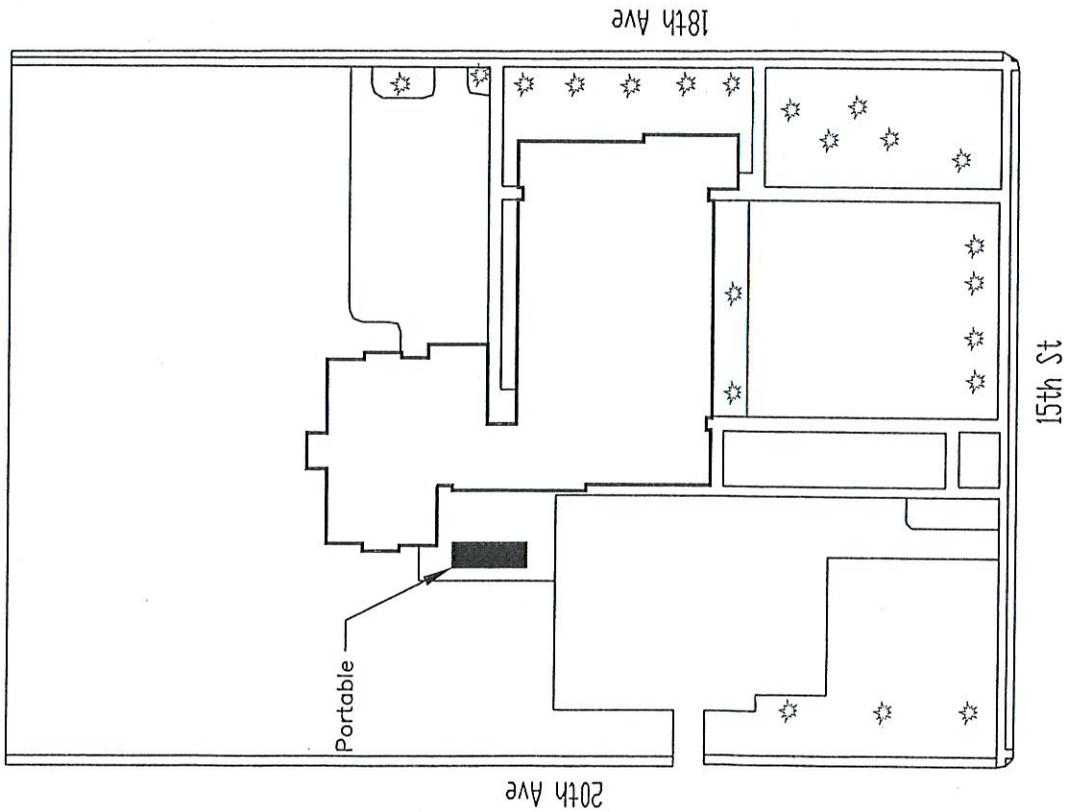
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**Conditional Use Permit Application
City of Kenosha, Wisconsin**

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Complete and return to Department of City Development, 625 52nd Street, Room 308, Kenosha, WI 53140



SITE PLAN
 1900 15th Street
 553-4044

BOSE ELEMENTARY SCHOOL		D.W.G. No.	168SITE
DATE	KENOSHA UNIFIED SCHOOL DISTRICT No. 1	DEPARTMENT OF FACILITIES SERVICES	KENOSHA, WISCONSIN
NAME			
SCALE			
			1 of 1

Bose Elementary School



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