

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, August 4, 2014**  
**7:00 PM**

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

Approval of the minutes of the regular meeting held July 21, 2014 and the special meeting held July 28, 2014. **Pgs. 1-8**

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

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

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE COMMITTEE ON FINANCE

- A.1. By the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #1 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (Also referred to City Plan Commission)
- A.2. By the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #5 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (Also referred to City Plan Commission)
- A.3. By the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #6 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 2) (Also referred to City Plan Commission)
- A.4. By the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #8 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (Also referred to City Plan Commission)
- A.5. By the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #9 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 1) (Also referred to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.6. Conditional Use Permit for a tattoo and body piercing establishment to be located at 2231-63rd Street. (Wis-Compton Tattoo) (District 3)
- A.7. Request to extend the Conditional Use Permit for a 70-unit apartment complex to be located at the southwest corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District 14)

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

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. 26 Operator's (Bartender's) licenses.
  - b. 0 Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. 2 Temporary Class "B" Beer and/or Special "Class B" Wine licenses.
  - d. 0 Taxi Driver Licenses. **Pgs. 9-10**

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

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

- C.1. Approve applications for new Operator's (Bartender's) licenses subject to:
- 10 demerit points:
    - a. Matthew Madole
  - 20 demerit points:
    - b. Jessica Schmidt
    - c. Catherine Sorensen
  - 40 demerit points:
    - d. Shane Rutherford
  - 45 demerit points:
    - e. Chintan Patel
  - 75 demerit points:
    - f. Heather Jennings
- (Ayes 3, Noes 0) **HEARING Pgs. 11-16**
- C.2. Approve application of Raul Ortiz for a new Operator's (Bartender's) license subject to 75 demerit points. (Ayes 3, Noes 0) **HEARING Pgs. 17-23**
- C.3. Deny applications for new Operator's (Bartender's) licenses based on material police record:
- a. Christian Hoffman
  - b. Ignacio Cervantes
- (Ayes 3, Noes 0) **HEARING Pgs. 24-29**
- C.4. Approve renewal application of Rachel Krueger for an Operator's (Bartender's) license subject to nonrenewal revocation. (Ayes 3, Noes 0) **HEARING Pgs. 30-32**
- C.5. Approve renewal application of A-N-T Transportation, Inc. (A-N-T Transportation), 6221-122<sup>nd</sup> Avenue, for a Taxicab Permit, with no adverse recommendations. (District 16) (Ayes 3, Noes 0) **HEARING Pgs. 33-38**

- C.6. Approve application of Frankie D's Vino & Pizzeria, LLC. (Frankie D's Vino & Pizzeria), for a Daily Cabaret License located at 6316-52nd Street, on August 8, 2014, with no adverse recommendations. (District 16) (Ayes 3, Noes 0) **HEARING Pgs. 39-40**
- C.7. Approve application of Frankie D's Vino & Pizzeria, LLC. (Frankie D's Vino & Pizzeria), for a Temporary Outdoor Extension located at 6316-52nd Street, on August 8, 2014, with no adverse recommendations. (District 16) (Ayes 3, Noes 0) **HEARING Pgs. 41-44**
- C.8. Approve application of Swedish American Club (Swedish American Club), for a Temporary Outdoor Extension located at 7002-30th Avenue, on September 13, 2014, with no adverse recommendations. (District 8) (Ayes 3, Noes 0) **HEARING Pgs. 45-49**
- C.9. Approve application of Saddlehorns Saloon, LLC (Saddlehorns Saloon), for a Permanent Outdoor Extension located at 5006-7th Avenue, with no adverse recommendations. (District 2) (Ayes 3, Noes 0) **HEARING Pgs. 50-54**
- C.10. Approve application of Kathleen Bezotte for a Request to Change the Closing Hours of the Outdoor Extension located at 4619-8th Avenue (Cheers) to 1:30 am, with no adverse recommendations. (District 2) (Ayes 3, Noes 0) **HEARING Pg. 55**

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

- D.1. Request to Amend the Conditional Use Permit for a restaurant with a drive-thru at 1820-30th Avenue. (McDonald's) (District 4) (CP - Ayes 10, Noes 0) **PUBLIC HEARING Pgs. 56-65**
- D.2. Request to Amend the Conditional Use Permit for a restaurant with a drive-thru at 8058 Sheridan Road. (McDonald's) (District 12) (CP - Ayes 10, Noes 0) **PUBLIC HEARING Pgs. 66-75**

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

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

- F.1. Ordinance by the City Plan Commission - To Create Subsection 18.02 ee. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (FEMA) (District 1) (CP - Ayes 8, Noes 0) **Pgs. 76-78**

- F.2. Rezoning Ordinance by the Mayor - To Rezone various properties located in the City of Kenosha in accordance with the Letter of Map Revision to the Federal Emergency Management Agency Flood Insurance Rate Maps with an effective date of May 13, 2014. (FEMA) (District 1) (CP - Ayes 8, Noes 0) **Pgs. 79-86**
- F.3. Rezoning Ordinance by the City Plan Commission - To Rezone property at the northwest corner of 55th Street and 22nd Avenue. (City of Kenosha) (District 7) (CP - Ayes 10, Noes 0) **Pgs. 87-92**

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

- G.1. Ordinance by Alderperson Anthony Kennedy - To Repeal and Recreate Subsection 1.025 C. (of the Code of General Ordinances of the City of Kenosha) Regarding Attire for Members at Meetings of the Common Council. (Fin. - Ayes 6, Noes 0; PW – Ayes 5, Noes 1; SWU – Ayes 5, Noes 1; PSW- Ayes 5, Noes 0; LP – Ayes 3, Noes 0) **PUBLIC HEARING Pgs. 93**

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

- H.1. Zoning Ordinance by City Plan Commission - To Repeal and Recreate Subsection 3.02 A. (of the Zoning Ordinance for the City of Kenosha) Regarding Incorporation. (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 94-95**

### **I. RESOLUTIONS**

- I.1. Resolution by the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT10-001 “Overpass Painting” in the amount of \$45,000 and Decreasing OT14-004 “Downtown Street Lighting Upgrade” in the amount of \$45,000 for a net change of \$0. (PW and Fin. - recommendations pending) **Pgs. 96-97**
- I.2. Resolution by the Finance Committee – Resolution to Correct Resolution #55-14, Snow Removal From Sidewalks - Project #13-001. (Fin. - recommendation pending) **HEARING Pgs. 98-122**
- I.3. Resolution by the Committee on Public Works – Resolution to Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property (Project 14-1015 39th Avenue Resurfacing). (District 10) (PW – recommendation pending) **PUBLIC HEARING Pgs. 123-131**

- I.4. Resolution by the Mayor – Resolution to approve a one-lot Certified Survey Map for property at 3501-120th Avenue. (Project Onyx) (District 16) (CP – Ayes 9, Noes 0; PW – recommendation pending) **Pgs. 132-144**
- I.5. Resolution by the Mayor – Resolution Awarding the Sale of \$10,000,000 General Obligation Promissory Notes, Series 2014. (Fin. - recommendation pending) **Pgs. 145-162**

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

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

- K.1. Award of Contract for Project 14-1016 104th Avenue Resurfacing (104th Avenue – 60th Street to 321 feet North of 64th Street, 55th Avenue – 45th Street to 298 feet North of 45th Street) to Black Diamond Group Inc. (Oak Creek, WI) in the amount of \$207,000.00. (Districts 16 & 17) (PW – recommendation pending) **Pg. 163**
- K.2. Award of Contract for Project 14-1019 Joint, Crack Cleaning and Sealing (Citywide Locations) to Fahrner Asphalt Sealers (Waunakee, WI) in the amount of \$150,000.00. (All Districts) (PW – recommendation pending) **Pg. 164**
- K.3. Award of Contract for Project 14-2002 Overpass Painting Phase IV (1200 Block of 43rd Street, 1300 Block of 57th Street, 1300 Block of 68th Street) to Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of \$195,000.00. (Districts 1, 2 & 3) (PW – recommendation pending) **Pg. 165**

**L. OTHER CONTRACTS AND AGREEMENTS**

- L.1. Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership (Hampton Inn). (District 16) (CP – Ayes 10, Noes 0; PW, Board of Water, and SWU – recommendations pending) **Pgs. 166-199**
- L.2. Stormwater Management Practices Maintenance Agreement for Stormwater Management Facilities between the City of Kenosha, Wisconsin (a Municipal Corporation), and 125th Avenue Hotel, LLC (a Wisconsin Limited Liability Company) and SMMFLP Limited Partnership (a Delaware Limited Liability Partnership). (SWU – recommendation pending) **Pgs. 200-216**
- L.3. Permanent Storm Sewer and Detention Pond Easement and Agreement between 125th Avenue Hotel, LLC and SMMFLP Limited Partnership and the City of Kenosha, Wisconsin. (SWU – recommendation pending) **Pgs. 217-224**

- L.4. ITEM REMOVED. **Pgs. 225-230**
- L.5. Approve Lease Renewal Agreement between City of Kenosha, Wisconsin and Bird's Roost Hangar Company Limited Partnership **#9516**. (Airport Comm. - Ayes 3, Noes 0) (Fin. - recommendation pending) **Pgs. 231-254**
- L.6. Approve Lease Renewal Agreement between City of Kenosha, Wisconsin and Hangar Fifty-One, Inc. **#10150**. (Airport Comm. - Ayes 3, Noes 0) (Fin. - recommendation pending) **Pg. 255-278**
- L.7. Approval of the Permanent Easement by and between the City (of Kenosha) and Stephen F. Estes (CSM on 7th Avenue & 39th Street). (District 1) (Park and SWU - recommendations pending) **Pgs. 279-280**

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

- M.1. Disbursement Record #13 - \$10,014,037.50. (Fin. - recommendation pending) **Pgs. 281-313**

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

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

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

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

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 21, 2014**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL BUILDING  
COUNCIL CHAMBERS - ROOM 200**

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

The meeting was called to order at 7:06 p.m.

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

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

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

It was moved by Alderperson Gordon, seconded by Alderperson Michalski to approve the minutes of the meetings held June 16, 2014 and July 7, 2014.

Motion carried unanimously.

4 Citizens spoke during Citizen's Comments: Diana Kanecki, Virginia Hoekstra, Scott Martell, and Mark Molinaro.

**A. REFERRALS  
TO THE PUBLIC WORKS COMMITTEE**

A.1. By the Mayor - Resolution to approve a one-lot Certified Survey Map for property at 3501 120th Avenue. (Project Onyx)

A.2. Petition to Vacate an alley east of 40th Avenue and north of 79th Street.

A.3. First Amendment to Development Agreement between the City of Kenosha and the Kenosha Water Utility and KTR WIS III, LLC and KTR WIS IV, LLC.

A.4. Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership.

**TO THE CITY PLAN COMMISSION**

A.5. Request to Amend the Conditional Use Permit for a restaurant with a drive-thru at 1820 30th Avenue.

A.6. Request to Amend the Conditional Use Permit for a restaurant with a drive-thru at 1820 30th Avenue.

A.7. Conditional Use Permit for a 20-bed Community Based Residential Facility to be located at 4600 52nd Avenue.

A.8. By the City Plan Commission: Petition to rezone property at the northwest corner of 55th Street and 22nd Avenue from B-2 Community Business District to Rg-2 General Residential District.

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

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

a. 35 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. 1 application for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

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

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

On a voice vote, motion carried with Alderperson Gordon abstaining from a.18.

B.2. It was moved by Alderperson Wicklund, seconded by Alderperson Juliana to approve fence Code (Section 16 of the Zoning Ordinance) Appeal/Special Exception Request to Install a Six-foot Privacy Fence in the Front Yard; Petitioner: Leopoldo Suarez, Jr.; Location: 4609 74th Place. A public hearing was held. Leopoldo Suarez, Jr. spoke.

On roll call vote, motion carried unanimously.

B.3. It was moved by Alderperson Bostrom, seconded by Alderperson Ruffolo to approve Appointment by Alderperson Bostrom (12<sup>th</sup> District): Appointment of Mitchell Pederson, (1215-80<sup>th</sup> Street), to the Southport Beach House Citizen Committee for a term lasting up to three years.

On roll call vote, motion failed (4-12) with Alderpersons Kennedy, Bostrom, Jenkins, and Ruffolo voting aye.

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

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

- 0 demerit points:

a. Joshua Ruiz

- 10 demerit points:

b. Michael Perkins

- 30 demerit points:

c. Brittany Gidcumb

- 40 demerit points:

d. Timothy Carney

e. Christopher Parker

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

C.2. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to deny application of Brandy Hickey for a new Operator's (Bartender) licenses, based on material police record.

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

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to approve renewal applications for Operator's (Bartender) licenses, subject to:

- 0 demerit points:

a. Anthony Perrine

b. Brandon Manske

- 10 demerit points:

c. Rachel Rorie

- 40 demerit points:

d. Ricky Minor

- 50 demerit points:

e. Kelly Montague

- 55 demerit points:

f. Courtney Carls

- nonrenewal revocation:

g. Priscella Gazda

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

C.4. It was moved by Alderperson Michalski, seconded by Alderperson Gordon to approve application of Lloria Lacey, for a new Taxi Driver License, subject to 50 demerit points.

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

C.5. It was moved by Alderperson Michalski, seconded by Alderperson Rose to approve application of Kenosha Performing Arts Association (Donald Miller, Agent, Fusion, 5014 7th Avenue), for a Class "B" Beer/"Class C" Wine License, to be effective July 22, 2014, with no adverse recommendations.

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 21, 2014**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

C.6. It was moved by Alderperson Gordon, seconded by Alderperson Michalski to approve renewal application of Afije Mahmudi, (Red Apple Restaurant, 3314 60th Street), for a Class “B” Beer/“Class B” Liquor License, with no adverse recommendations.

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

C.7. It was moved by Alderperson Juliana, seconded by Alderperson Michalski to approve application of Public Craft Brewing Company, LLC, (Public Craft Brewing, 716 58th Street), for an Outdoor Cafe Area license, with no adverse recommendations.

A hearing was held. Matt Geary spoke. On a voice vote, motion carried.

C.8. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve application of Antonio's Pizza & Pasta, LLC, for a Yearly Cabaret License, (Dale Rice, Agent, Snapfire Grill & Pub, 2410 52nd Street), with no adverse recommendations.

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

C.9. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia to approve applications for Probationary Cabaret Licenses, with no adverse recommendations:

- a. Kenosha Performing Arts Association (Donald Miller, Agent, Fusion, 5014 – 7th Avenue).
- b. James M. Pruett, (Interlude II Bar & Grill, 514 – 57th Street).

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

C.10. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to approve applications for Public Entertainment Licenses, with no adverse recommendations:

- a. Yolanda Green (Children's Recreational Club DF8, 3010 Roosevelt Road).
- b. Gighive, Inc. (Charles Johnson, Agent, Gighive Independent Artists, 616 - 58th Street).

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

C.11. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to approve Findings of Fact, Conclusions of Law and Recommendation to revoke the Class “A” Beer License of 22nd Avenue Mobil, Inc., d/b/a 22nd Avenue Mobil, (4433 22nd Ave., Gurinder S. Nagra, Agent).

A hearing was held. An attorney for 22<sup>nd</sup> Ave Mobil spoke. Attorney Cain spoke on behalf of the City of Kenosha. Alderperson Gordon called Gurinder Nagra to the podium to speak.

On roll call vote, motion carried (14-2) with Alderpersons Paff and LaMacchia voting nay.

C.12. It was moved by Alderperson Wilson, seconded by Alderperson Haugaard to approve Findings of Fact, Conclusions of Law and Recommendation to revoke the Class “A” Beer License of Kenosha Gas Stop, Inc., d/b/a Kenosha Gas Stop, (2207 – 60th Street, Dina Kattoum, Agent).

A hearing was held. The Licensee did not appear. On roll call vote, motion carried (15-1) with Alderperson Michalski voting nay.

C.13. It was moved by Alderperson Juliana, seconded by Alderperson Wicklund to approve First Amended Findings of Fact, Conclusions of Law and Recommendation to suspend the Class “A” Beer License of PDQ Food Stores, Inc., d/b/a PDQ Store #351, for 60 days (8012 – 39th Avenue, Kathy Loberger, Agent).

A hearing was held. The Licensee did not appear. Attorney Cain spoke on behalf of the City of Kenosha. On roll call vote, motion carried unanimously.

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

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

D.1. Request to Amend the Conditional Use Permit for a 93-room hotel to be located at 7300 125th Avenue.

A public hearing was held. Jonah Hetland of Bear Development spoke and Virginia Hoekstra spoke. On roll call vote, motion carried unanimously.

**E. ORDINANCES 1ST READING**

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

E.1. Ordinance by Alderperson Anthony Kennedy - To Repeal and Recreate Subsection 1.025 C (of the Code of General Ordinances of the City of Kenosha) Regarding Attire for Members at Meetings of the Common Council.

On a voice vote, motion carried.

#### **F. ZONING ORDINANCES 1ST READING**

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

F.1. Zoning Ordinance by City Plan Commission - To Repeal and Recreate Subsection 3.02 A. of the Zoning Ordinance for the City of Kenosha Regarding Incorporation.

On a voice vote, motion carried.

#### **G. ORDINANCES 2ND READING**

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

G.1. It was moved by Alderperson Juliana, seconded by Alderperson Michalski, to adopt Ordinance 30-14.

On roll call vote, motion carried (14-2) with Alderpersons Bostrom and Ruffolo voting nay and said ordinance was thereupon adopted:

##### **Ordinance 30-14**

**By Alderperson Patrick A. Juliana, Co-Sponsors: Alderpersons Jan Michalski And Bob Johnson - To Repeal And Recreate Subsection 16.02 B. (of The Code Of General Ordinances For The City Of Kenosha) Regarding The Definition Of “Exterior Premises”.**

G.2. It was moved by Alderperson Johnson, seconded by Alderperson Juliana to deny Ordinance by Alderperson David F. Bogdala – To Repeal and Recreate Subsections 10.063 D.9. and E.10. (of the Code of General Ordinances for the City of Kenosha) Regarding Offenses Not Considered for License Revocation, Nonrenewal or Suspension.

A public hearing was held. Jesse Glithero, Tammy Covelli, Shirley Wooley, Lawrence Hollens, Mary Magdalen-Moser, and Diana Kanecki spoke.

G.2.1. It was then moved by Alderperson Bostrom, seconded by Alderperson Ruffolo to defer the item for two weeks.

There was much discussion

On a roll call vote, motion to defer failed (6-10) with Alderpersons Haugaard, Kennedy, Bostrom, Jenkins, Michalski, and Ruffolo voting aye.

Alderperson Rosenberg left the meeting at 9:24pm.

G.2.2. It was then moved by Alderperson Juliana, seconded by Alderperson Kennedy to call the question.

On roll call vote, motion failed (10-5) due to lack of 2/3 of an aye vote with Alderpersons Haugaard, Kennedy, Prozanski, Jenkins, and Ruffolo voting nay.

Alderperson Bostrom left the meeting 9:34pm.

On roll call vote, motion to deny the item carried (13-1) with Alderperson Ruffolo voting nay.

Alderperson Ruffolo left the meeting at 9:41pm.

G.3. It was moved by Alderperson Juliana, seconded by Alderperson Rose, to adopt Ordinance 31-14.

A public hearing was held. No one spoke. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

##### **Ordinance 31-14**

**By Alderperson Jan Michalski, Co-Sponsor Curt Wilson – To Repeal and Recreate Subsection 6.02 A.18. and to Repeal and Recreate Subsection 6.05 A. (of the Code of General Ordinances for the City of Kenosha) Regarding Park Rules & Regulations.**

#### **H. ZONING ORDINANCES 2ND READING**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 21, 2014**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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**I. RESOLUTIONS**

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

I.1. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy, to approve Resolutions 72-14 through 74-14.

A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolutions were thereupon approved Resolutions by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

**Resolution 72-14  
Boarding and Securing -\$3,256.60  
Resolution 73-14  
Grass and Weed Cutting -\$39,704.57  
Resolution 74-14  
Property Maintenance Reinspection Fees -\$2,022.00**

It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to approve Resolutions 75-14 through 79-14.

On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

**Resolution 75-14**

**By Committee on Public Works – Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach for Project 14-1026 56th Street Sidewalk (56th Street – Sheridan Road to 13th Avenue).**

**Resolution 76-14**

**By the Mayor - Initial Resolution Authorizing The Borrowing Of Not To Exceed \$10,000,000 To Finance Capital Improvement Projects; Providing For The Issuance Of General Obligation Promissory Notes Therefor; And Levying A Tax In Connection Therewith.**

**Resolution 77-14**

**By the Mayor - To Declare The Intent Of The City Of Kenosha, Wisconsin To Accept A Disbursement From The Irrevocable Trust Established By The Estate Of Franklin Allen Tess.**

**Resolution 78-14**

**By Alderperson Rhonda Jenkins – To Subname 52nd Street at its Intersection with Sheridan Road as “Lou Perrine, Sr. Way”.**

**Resolution 79-14**

**By Alderperson Anthony Kennedy; Co-Sponsors: Alderperson Jan Michalski, Alderperson Jack Rose, Alderperson Scott N. Gordon, Alderperson Keith W. Rosenberg and Alderperson Kurt Wicklund - To Urge the Mayor of the City (of Kenosha) to Meet with the County Executive and Officers of the Shalom Center and Other Community-Based Entities to Discuss Visions and Strategies to Bring to Fruition a Transitional Shelter that Would Assist Kenoshans from State of Homelessness to a State of Home Dwelling and Direct the Various Departments of the City (of Kenosha) to Engage in a Review of Their Respective Assets and Resources to Locate Opportunities to Assist in the Providing of Affordable Housing and the Providing of the Supportive Services.**

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

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

J.1. Reappointment of Richard Smart, (1775-21st Avenue, Kenosha), to the Civil Service

Commission for a term to expire June 7, 2019.

J.2. Appointment of Barbara J. Stein-Lendman, (402-73rd Street, Kenosha), to the Southport Beach House Citizen Committee for a term lasting up to three years.

On roll call vote, motion carried unanimously.

## **K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

### **L. OTHER CONTRACTS AND AGREEMENTS**

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

L.1. Quit Claim Deed from the City of Kenosha to Trolley Square, LLC for property at 5607 6th Avenue.

L.2. Amendment to the 2013 Community Development Block Grant Subgrantee Agreements:

a. Women and Children's Horizons, Inc. - Facility Improvements (Scope of Services)

b. Urban League of Racine/Kenosha, Inc. - Facility Improvements (Budget and Scope of Services/Extension)

On roll call vote, motion carried unanimously.

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

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to defer to the August 18, 2014 meeting: KABA 2014 2nd Quarter Loan Reports.

M.2. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to approve Disbursement Record #12 - \$4,824,249.41.

M.3. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve 2015-2019 Consolidated Plan for the CDBG and HOME Programs.

A public hearing was held. No one spoke. On roll call vote, motion carried unanimously.

M.4. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to concur with the recommendation of The Finance Committee to reduce to \$208.60 request from Robert Newell, 3800-19th Avenue to rescind the snow removal special assessment in the amount of \$446.00 from parcel 11-223-30-327-017.

A hearing was held. Robert Newell spoke. On roll call vote, motion carried (12-1) with Alderperson Wilson voting nay.

M.5. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve as recommended by The Finance Committee: City v. Williams (Kenosha Co. Case No. 12CV1807) (Fin.- approve that the City waive costs in exchange for an agreement for no appeal).

On roll call vote motion carried unanimously.

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

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve Final Acceptance of:

N.1. Award of Contract for Project 14-1012 2014 Resurfacing Phase I (18th Avenue – 67th Street to 69th Street, 51st Street – 68th Avenue to 650 feet West, 68th Avenue – 52nd Street to 1050 feet North) to Payne & Dolan, Inc. (Kenosha, Wisconsin) in the amount of \$550,000.

N.2. Award of Contract for Project 14-1015 39th Avenue Resurfacing (39th Avenue – 45th Street to Washington Road and 52nd Street to 500 feet north) to Payne & Dolan, Inc. (Kenosha, Wisconsin) in the amount of \$776,000.

On roll call vote, motion carried unanimously.

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

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

O.1. Application for Kenosha Area Chamber of Commerce Foundation for a Carnival License on August 21-23, 2014 in HarborPark with no adverse recommendations.

A hearing was held. Lou Molitor, Director of Kenosha Area Chamber of Commerce spoke. On a

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 21, 2014**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

---

voice vote, motion carried unanimously.

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

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to adjourn at 10:23pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK/TREASURER**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 28, 2014**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL BUILDING  
COUNCIL CHAMBERS ROOM 200**

At a special meeting of the Common Council held this evening, Acting Mayor Alderperson LaMacchia, who voted as an Alderperson, presided. Alderperson Curt Wilson was seated as Council President.

The meeting was called to order at 6:00 pm.

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

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

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

It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to suspend the dress code rules. On a voice vote, motion carried.

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

1. Approve application of St. Peter's Parish, 2224 30<sup>th</sup> Avenue, for a Temporary Class "B" Beer license for "St. Peter's Family Festival", effective August 1, 2014 through August 3, 2014.

1.1. It was then moved by Alderperson Gordon, seconded by Alderperson Kennedy to open to a public hearing. On a voice vote, motion carried. Teresa Maerzke spoke.

On roll call vote, motion to approve carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Gordon, seconded by Alderperson Michalski, to adjourn at 6:02 pm.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK/TREASURER**

<b>B.1.</b>	<b>August 4, 2014</b>			<b>NO ADVERSE</b>
<b>a.</b>	<b>BARTENDERS</b>			
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
1	Deborah	Botsch	7006 27 <sup>th</sup> Ave	Legends
2	Lauren	Botsch	5100 Prairie View Dr – Sturtevant, WI	
3	Mary	Castillo	N2452 Crispus Attucks Dr – Burlington, WI	Aldi, Inc.
4	Bonnie	Chwala	3306 24 <sup>th</sup> Ave	
5	Brittany	Cross	38277 N. Manor Ave – Beach Park, IL	Bulls Eye
6	Erin	Cuevas	2427 Roosevelt Rd	Captain Mike's
7	Alaa Wael	Dar Ali	3623 15 <sup>th</sup> St #2H	Quality Grocery
8	Brittany	Dile	5900 16 <sup>th</sup> St #204 – Racine, WI	Bulls Eye
9	Beatrice	Greathouse	4214 30 <sup>th</sup> Ave	BP
10	Jill	Herman	6503 40 <sup>th</sup> Ave	Kwik Trip
11	Morgan	Juga	3338 99 <sup>th</sup> St	Rivals
12	Konstantinos	Katris	1757 Evergreen Ct – Lindenhurst, IL	La Fogata
13	Aleesha	Koslica	3716 89 <sup>th</sup> St #105	Infusino's
14	Samantha	Lafayette-Marrone	6310 50 <sup>th</sup> St	La Fogata
15	Taylor	Leamon	4013 39 <sup>th</sup> Ave #19	Bulls Eye
16	Michelle	Leittl	4301 Wilson Rd	
17	Justin	Lippert	7521 31 <sup>st</sup> Ave	PDQ
18	Tasha	Logsdon	641 58 <sup>th</sup> St	Uncle Mike's
19	Alexis	Lond	3525 121 <sup>st</sup> Pl	Kemper Center
20	Chandresh	Mehta	3126 56 <sup>th</sup> Ave #102	BP
21	Gordon	Peterson	2104 74 <sup>th</sup> St	
22	Leslie	Pogorzelski	3525 18 <sup>th</sup> St	Sir Arthur's
23	Mary	Ruffolo	2003 43 <sup>rd</sup> St	
24	Maxwell	Seebeck	518 72 <sup>nd</sup> St	Villa D' Carlo
25	Leonard	Van Duyn	2580 18 <sup>th</sup> St. #3	
26	Amanda	Wermeling	1638 ½ LaSalle St – Racine, WI	Boat House Pub
	<b>TOTAL =</b>	<b>26</b>		
<b>b.</b>	<b>TRANSFER OF AGENT</b>			
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
	<b>TOTAL =</b>			

<b>c.</b>			<b>TEMPORARY CLASS “B” BEER</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
1	08/08-10/14	Kiwanis Breakfast Club	Porio Park	Kiwanis Softball Tournament
			<b>TEMPORARY CLASS “Class B” WINE</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
			<b>TEMPORARY CLASS “B” BEER &amp; “Class B” WINE</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
2	10/10/14-10/12/14	Our Lady of Mt. Carmel Parish Ladies Society	1919 54 <sup>th</sup> St	Fall Spaghetti Dinner
	<b>TOTAL =</b>	<b>2</b>		
<b>d</b>			<b>TAXI DRIVERS</b>	
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
1				
	<b>TOTAL =</b>	<b>0</b>		





APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/16/2014	Catherine Sorensen		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150588	4305-53rd Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/30/2011	LICENSE NOT ON PERSON	GUILTY	N	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?	No - 20	
<b>TOTAL DEMERIT POINTS</b>	<b>20</b>	

CITY ATTORNEY'S COMMENTS

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





**NEW BARTENDER License**

C14

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/16/2014	Heather Jennings		ID Card Only- SUS
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150587	6824-27th Avenue	Festival Foods	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/8/2009	UNDERAGE LIQUOR VIOLATION	GUILTY	N	20
10/18/2013	OPERATING W/O LICENSE T534682	GUILTY	Y	5
2/2/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	10
3/14/2012	BATTERY/DV 2012CF0318 Misdemeanor 940.19	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	55	
Were all offenses listed on the application?	No-20	
<b>TOTAL DEMERIT POINTS</b>	<b>75</b>	

CITY ATTORNEY'S COMMENTS

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

**NEW BARTENDER License**

**Police Record Report**

C2

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/2/2014	Raul Ortiz		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
150545	6602-28th Avenue	Brat Stop II	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/8/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	50
11/23/2013	LIQUOR,SELL TO MINOR	GUILTY BY DEFAULT	Y	25
11/23/2013	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	15
4/28/2010	DISORDERLY CONDUCT	GUILTY DUE TO GUILTY PLEA	Y	10

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

CITY ATTORNEY'S COMMENTS
<b>ADDITIONAL INFORMATION ATTACHED SUBMITTED BY MR. ORTIZ 7/23/14</b>

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

Hi my name is Raul Ortiz I am reaching out to you because I am in the proses of losing my license. Its not only my license its also how I support my family. I did get a copy of the police report that I am also sending you. On November 22 I was bartending when I saw two ladies getting carded at the door and they approach the bar. At that time I was talking to another bartender when my manger approach the two ladies and ask them about their ID's. Then I saw the manager go up to the bouncer. He then said ok and he sat back down. So I assumed that it was ok since the bouncer check the ID and manager talked to the ladies and bouncer. I did not check their ID's and I did end up serving them. I have learned not to trust anyone because at the end of the day it falls on me and no one else. So I am asking for a second chance and I promise I will not let you down .

RECEIVED  
 JUL 23 2014  
 CITY OF LANSING  
 CITY CLERK TREASURER

*Raul Ortiz*

August 4, 2014 Pg. 18

7-23-14

# KENOSHA POLICE DEPARTMENT

## Supplementary Report

DATE OF SUPPLEMENT: **11/23/2013**      DATE & TIME REPORTED: **11/23/2013 @ 0026-Hours**      PAGE NUMBER: **1 of 2**      CASE NUMBER: **#13-172705**  
REPORTING OFFICER: **Officer B. Heid #579**  
TYPE OF INCIDENT: **SALE OF ALCOHOLIC BEVERAGE TO AN UNDERAGE PERSON 1<sup>ST</sup> OFFENSE; PERMIT UNDERAGE PERSON TO LOITER ON LICENSED PREMISES**

**INVOLVED PERSON:**

[REDACTED]

**INVOLVED PERSON:**

NAME: **ORTIZ, RAUL NMI**      DOB: [REDACTED]-75      SEX/RACE: **M/W**  
ADDRESS: [REDACTED]      PHONE: [REDACTED]

**INVOLVED PERSON:**

NAME: **LATESSA, ROBERT T.**      DOB: [REDACTED]-53      SEX/RACE: **M/W**  
ADDRESS: [REDACTED]      PHONE: [REDACTED]

On 11-22-13 at 0026 hrs I, Officer Heid 579 was assisting tavern unit and working with tavern decoy, [REDACTED] when she entered Brat Stop II at 5513 6 Av Kenosha, WI.

[REDACTED] and I entered the bar and were stopped by a m/u who asked to see our ID's. [REDACTED] and I both produced our ID's and the m/u took them, looked at them, and commented on the distance we had both traveled according to the address listed on each of our ID's. He allowed us to enter. [REDACTED] and I approached the bar and a m/w approached us and asked to see our ID's. I told him, "Another man looked at our ID's when we entered, but you can see them if you want". He told me, "No" and walked over to talk with the first m/u that looked at our ID's when we walked in.

The bartender (later ID'd as: Ortiz, Raul NMI) asked [REDACTED] what she wanted. [REDACTED] told Raul, "Mike's Hard Lemonade", and he said, "Ok" and brought back a Mike's Hard Lemonade. Raul opened the bottle, and placed it in front of [REDACTED]. Stefanie gave Raul a \$5 bill and got \$1.50 in change. [REDACTED] did not drink the Mike's Hard Lemonade. At no time did Raul ask to see [REDACTED] ID and at no time did he ask her age.

I alerted tavern Officer's, Tetrick #560 and Cochran #548 that [REDACTED] had been served an alcoholic beverage by the bartender. Raul was issued a citation for: Sale of Alcoholic Beverage to Underage Person 1<sup>st</sup> Offense. Licensee, Robert Latessa, was issued citations for:

Reporting Officer: *[Signature]* **B. HEID #579**      2nd Officer:      Supervisor: *[Signature]*

\\kpdstorage\users\lbnh579\my documents\13-172705tav.doc

**RECORDS BUREAU**

Stamp: AUG 23 2014  
August 4, 2014 Pg. 19

City of Kenosha Police Dept.

STATEMENT

Page 1 of 1  
Case Number: 2013-177705

County of Kenosha Sheriff Dept.

Date of Birth: [REDACTED]

[REDACTED]

On 11-22-13 12:20 at Brat too I saw and heard the following:

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

PLEASE PRINT

I [REDACTED] 20 years old, born [REDACTED] was assisting the Kenosha Police Department Tavern Unit on November 22nd 2013. At about 12:20pm officer Heid and I entered "Brat too" by the front entrance. We were carded by a tall guy, he gave us back our IDs, we walked toward the bar and the manager walked up to us and asked to see our IDs. We told him the other guy looked like the bartender, a shorter guy with a black shirt asked what I wanted. He served me a Mike's, I gave him 5\$ and he gave me \$1.50 back in change. The Tavern officers then entered and asked for my ID, and took me outside. At no time did I try to deceive the bouncer, manager, or bartender. At no time did I consume any alcohol.

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

Witness: [Signature] Heid 579

Sign: [REDACTED]

Date: [REDACTED]

11/23/2014  
If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

To whom it may concern,

Raul Ortiz has been employed by The Brat Stop Inc. for about 2 years. In that time he has worked as a security guard, as a bartender, and as a manger. In his time as a security guard, Mr. Ortiz always carried himself in a highly professional and trust worthy manner. He perfectly balanced a friendly report with the customers, all while maintaining an awareness of his surroundings that led to a welcoming and safe environment.

On the night of November 22<sup>nd</sup> 2013 Mr. Ortiz was working as lead bartender at The Brat Stop Too. The security guard, Josh Grashen, was stationed that evening at the sole entrance to the premises. His job was to ID every person who comes through the door. When the underage person working with local law enforcement offered their ID to Mr. Grashen he failed to correctly identify them as underage. Mr. Grashen has since been let go from The Brat Stop Inc.'s employment for ineptitude.

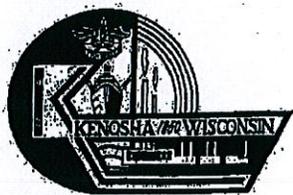
Law dictates that it is the bartender's responsibility for everyone they serve, and on the night of the 22<sup>nd</sup> Mr. Ortiz was punished for not meeting that responsibility. In this instance however, the fault did not lie with Mr. Ortiz, but with the security guard Mr. Grashen and on The Brat Stop Inc.'s systems of operation. To prevent this from happening again, we now have every customer ID'd at least twice; by the security guard when they enter, and by the bartender before they are served. We have posted signage throughout the establishment that serves to inform customers to have their ID ready, as well as a constant reminder for the staff to ID. Management also meets weekly where they are reminded to "Check ID's."

Raul Ortiz is a hard working responsible bartender who was let down by a coworker and the place of his employment. Please consider the circumstances of that night's incident as well as the implemented changes we have made as a company stated above and find in favor of Mr. Ortiz and allow him to keep his bartender license.

Sincerely,

Nick Klein  
GM The Brat Stop Inc.  
(262) 325-7652  
thebsmess@gmail.com

Adverse C2



# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>7-2-14</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 HOLD for Beverage Course

License # ~~150545~~ 150545  
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2014. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Ortiz First Name: Raul MI: NA  
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: M Phone: 262-412-5208

Home Address: 1002-28ave Kenosha WI 53143  
CITY STATE ZIP

Email: rortizm32@yahoo.com  
 (correspondence will be via email if address is given)

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

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

### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No If yes, state: charge, year, result:  
Child abuse, around 2010, misdemeanor

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

-OVER-

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?  
 Yes  No If yes, explain:  
 ONCE FOR A DUI, ONCE FOR UNPAID SEATBELT TICKET

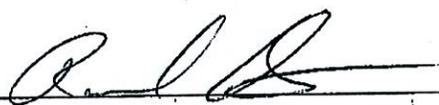
4. Have you received any traffic citations in Wisconsin or in any other state within the past five (5) years; or do you have any such citations pending?  Yes  No If yes, state: charge, year, result:  
 SPEEDING 2009, OPERATING W/O INSURANCE 2011, SEATBELT & DWIKING TICKETS

5. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination?  Yes  No  
 If yes, state: charge, year, result:  
 SALE TO UNDERAGE PERSON 11-23-13

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:  
 BRAT STOP TOO, BRAT STOP, TOOLBENDERS, RUST-OLEUM, TEMP AGENCIES

7. List all addresses at which you have lived in the past five (5) years:  
 6602 28 Ave Kenosha, WI 53143

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

Applicant's Signature:  Date: 7-2-14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office \_\_\_\_\_  
 (Applicant's Initials)



Adverse



# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	5/20/14
INITIALS	dkk
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 **HOLD** for Beverage Course

*eff July 1*

License # N150150  
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2016. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Hoffman First Name: CHRISTIAN MI: A  
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: M Phone: 224-730-1140

Home Address: 12920 W. 27th Place Beach Park IL 60099  
CITY STATE ZIP

Email: christian.hoffman74@gmail.com  
 (correspondence will be via email if address is given)

Driver's License or State ID Number 92 STATE          NUMBER

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

### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

\* felony - 2008 - time served 2010

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

maximum 2010 - 2012 - time served

-OVER-

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

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

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

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

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

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

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

Fritz's Corner 1670 North Greenbay Zion IL 60099

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

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

12920 W. 27th Place Beach Park IL 60099

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

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

Applicant's Signature:  Date: 5-20-14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office CAM  
(Applicant's Initials)

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
5/30/2014	Ignacio Cervantes		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150277	6601-99th Avenue	Gas BP	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/23/2012	OPERATING W/O LICENSE	GUILTY	N	5
6/26/2009	FALSE INFORMATION,GIVE	GUILTY	N	>5 yrs
3/11/2010	D.C.	GUILTY-AMENDED CHARGE	N	10
* ACTIVE WARRANT: PLEASANT PRAIRIE PD / DATE OF WARRANT: 03-19-14 -CONTEMPT OF COURT/ \$485 OR 10 DAYS JAIL-MULTIPLE COMMITMENTS ON FILE				

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER

Adverse



# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>5/30</u>
INITIALS	<u>dk</u>
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 **HOLD** for Beverage Course

*eff. July 1*

License # N 150277  
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2016. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Cervantes First Name: Ignacio MI: \_\_\_\_\_  
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: m Phone: 262-764-4190

Home Address: 6601 99<sup>th</sup> Ave Kenosha WI 53142  
CITY STATE ZIP

Email: \_\_\_\_\_  
 (correspondence will be via email if address is given)

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

Name of Business Where License will be used Gas bp 1-94 & 122nd  
 (PLEASE NOTE: license may be utilized in the City of Kenosha only.)

### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

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

-OVER-

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

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

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

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

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

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

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

Wendy's 122 Ave Kenosha WI  
\_\_\_\_\_  
\_\_\_\_\_

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

661 99<sup>th</sup> Ave Kenosha WI 53142  
\_\_\_\_\_  
\_\_\_\_\_

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

Applicant's Signature: [Signature] Date: 5/30/14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office I.C  
(Applicant's Initials)





# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

Adverse C4

FILED	6-30-14
INITIALS	JAD
ADVERSE/NO ADV	
LP	
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # 150538  
 Provisional Issued: yes

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2016. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed; and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Krueger First Name: Rachel MI: A  
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: [REDACTED] Gender: F Phone: (262) 220 5018

Home Address: 2422 Johnson Rd Kenosha WI 53143  
CITY STATE ZIP

Email: \_\_\_\_\_  
 (correspondence will be via email if address is given)

Driver's License or State ID Number WI [REDACTED]  
STATE NUMBER

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

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

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
 If yes, state: **charge, year, result**  
1997 party to the crime of theft misdemeanor

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

-OVER-

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

15 + years ago

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Bull N Bear Eatery & Tavern 4077 80<sup>th</sup> St Kenosha  
Hooligans Pub (former Jills Place) 1400 52<sup>nd</sup> St. Kenosha  
Paddy O's Pub 7<sup>th</sup> Ave Kenosha

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

2422 Johnson Rd Kenosha, WI

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

Applicant's Signature: Rachel Kueper

Date: 5-21-14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

(Applicant's Initials)



E-MAILED JUL 18 REC'D

FILED 6/3/14

INITIALS RS

ADVERSE/NO ADV

LP 7/28

CC 8/4

PP TAX

105

TAXICAB PERMIT (\$13.07 City of Kenosha Code of General Ordinances)

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

I hereby apply for permit to engage in the business of conveyance of persons for hire (taxicab) within the City of Kenosha to and including the 30th day of June, 2015

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE PRINT).

Licensee Name A-N-T Transportation, Inc
Business Name A-N-T Transportation
Business Address 6221 - 122nd Ave (formerly 5701 - 75th St) District# 16
Phone # 262-969-4133 cell # Email tterina8@aol.com
How would you like to receive your license? pick up mail

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

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

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

[Signature]
Applicant

Subscribed and sworn to before me this 18 day of July, 2014
Notary Public
Mr. Commission Expires 4-11-17

APPLICANT'S REPORT - POLICE RECORD

C5

53142

Name Aloysius Ali Nelson

Address 7325 150th Ave - Kenosha, WI

Date of Birth \_\_\_\_\_

License/Permit Applied For TAXI

Driver's License Number \_\_\_\_\_

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

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

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

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

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

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

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

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

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

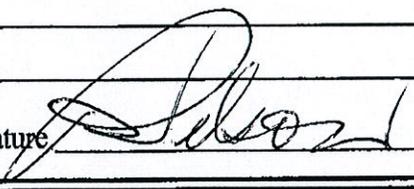
Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges, or do you have such charges pending at this time involving unfair trade practices, unethical conduct, or discrimination?  Yes  No If yes, state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

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

A-N-T TRANSPORTATION  
RACINE COUNTY  
U.S. NAVY

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

7225 150th AVE - KENOSHA, WI 53142

Applicant's Signature 

Date 6/3/14

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

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

Penalty

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

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

**§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS**

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



LICENSEE NAME (OWNER) TERINA & Aloysius Nelson CITY LICENSE NO. \_\_\_\_\_

C5

COMPANY NAME A-N-T TRANSPORTATION

TYPE OF INSPECTIONS (CHECK ONE): NEW \_\_\_\_\_ RENEWAL  6 MONTH \_\_\_\_\_

VEHICLE INSPECTED: MAKE DODGE CARAVAN YEAR 2006

VEHICLE IDENTIFICATION NO. 1D4GP24R26B617527 STATE LICENSE PLATE NO. \_\_\_\_\_

Operation of all exterior lights.	Check radiator for leaks/looseness.	Transmission/transaxle mounts.
All reflectors and lenses	Check nonelectric cooling fan for play.	Driveline/U-joints/support bearings.
Mirror mounts and glass.	Pressure test cooling system.	Engine exhaust system.
Vehicle body/paint.	Coolant hoses/recovery system.	Inspect rear axle for oil leaks (if applicable).
Bumpers.	Record coolant protection level.	Rear suspension.
Hood/door/truck hatch hinges.	Pressure test radiator cap.	Rear brakes and hydraulic lines.
Windshield/windows.	Tension/Condition of all belts.	Parking brake cables/operation.
Roof.	Power steering fluid level/hoses.	Record rear brake lining thickness.
	All accessory mounts/brackets.	Inspect rear brake drum/rotor condition.
Seats/seatbelts/shoulder harness	Fuel throttle linkage/cables.	Fuel tank/supports/lines/cap.
Door locks/latches/releases.	Check engine for major oil leaks.	
Floorboard and covering.	Integrity of air intake system	Operation of vehicle systems at normal.
Interior lighting.	Wiring/connections to electrical devices.	Engine throttle response & performance.
Instrument panel warning lights/gauges.	Battery area.	Observe exhaust for excessive smoke.
Engine operation.	Check/record battery state of charge and load.	Transmission/clutch operation.
Horn operation.	Ignition/distributor system.	Operation of all gauges & indicators.
Heater-A/C-Defroster controls.	Emissions related component-visual.	Steering wheel travel or bind.
Rear view mirror/sun visors.	Check all fluid levels.	Observe road handling.
Parking brake operation.		Test brake operation at various road speeds.
Windshield, door and rear glass.	Steering gear/rack & pinion mounts.	Parking brake operation.
Switches & accessories operation.	Steering shaft and linkage.	Listen for any unusual noises.
Steering wheel free travel.	Check ball joints for wear.	
Clutch pedal free travel (if applicable).	Check struts/shocks for leaks.	
	Front wheel bearing adjustments.	
Irregular wear (alignment).	C.V. Shafts and boots.	
Cuts and sidewall damage.	Front brakes and hydraulic lines.	
Inspect valve caps.	Front brake drum/rotor condition.	Wear limits, out of service criteria, and specifications are obtained by the vehicle or component manufacturer.  Accepted Industry standards, practices and methods should be followed while performing the inspections.
Inspect thread depth at three locations - 2/32"	Record front brake lining thickness	
Record thread depth for each tire.	Record front brake rotor thickness.	
Check/record tire pressure. Include spare tire.	Brake vacuum/hydroboost operation.	
Wheelnut torque.	Front springs and mounts.	
Missing or damaged axle studs.	Engine supports/cushions.	
Bent/damaged wheels.	Starter and cables.	
Check for spare & jack/lug wrench.	Check for under car fluid leaks.	

IS VEHICLE SATISFACTORY AND SAFE FOR USE? Yes

DATE OF INSPECTION 7-7-14

NAME OF BUSINESS PERFORMING INSPECTION Richloms fire and service center

NAME OF PERSON PERFORMING INSPECTION Bradley Moeller

INSPECTOR'S AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATE NUMBER ASE-5311-1602 EXPIRES 12/2016 (ATTACH COPY)

SIGNATURE OF INSPECTOR [Signature] August 4, 2014 Pg. 37

CODE OF GENERAL ORDINANCES, 2013 - KENOSHA, WISCONSIN

ZONE FARE

1. \$5.25

2. \$5.50

3. 6.00

4. 6.50

5. 7.00

6. 8.00

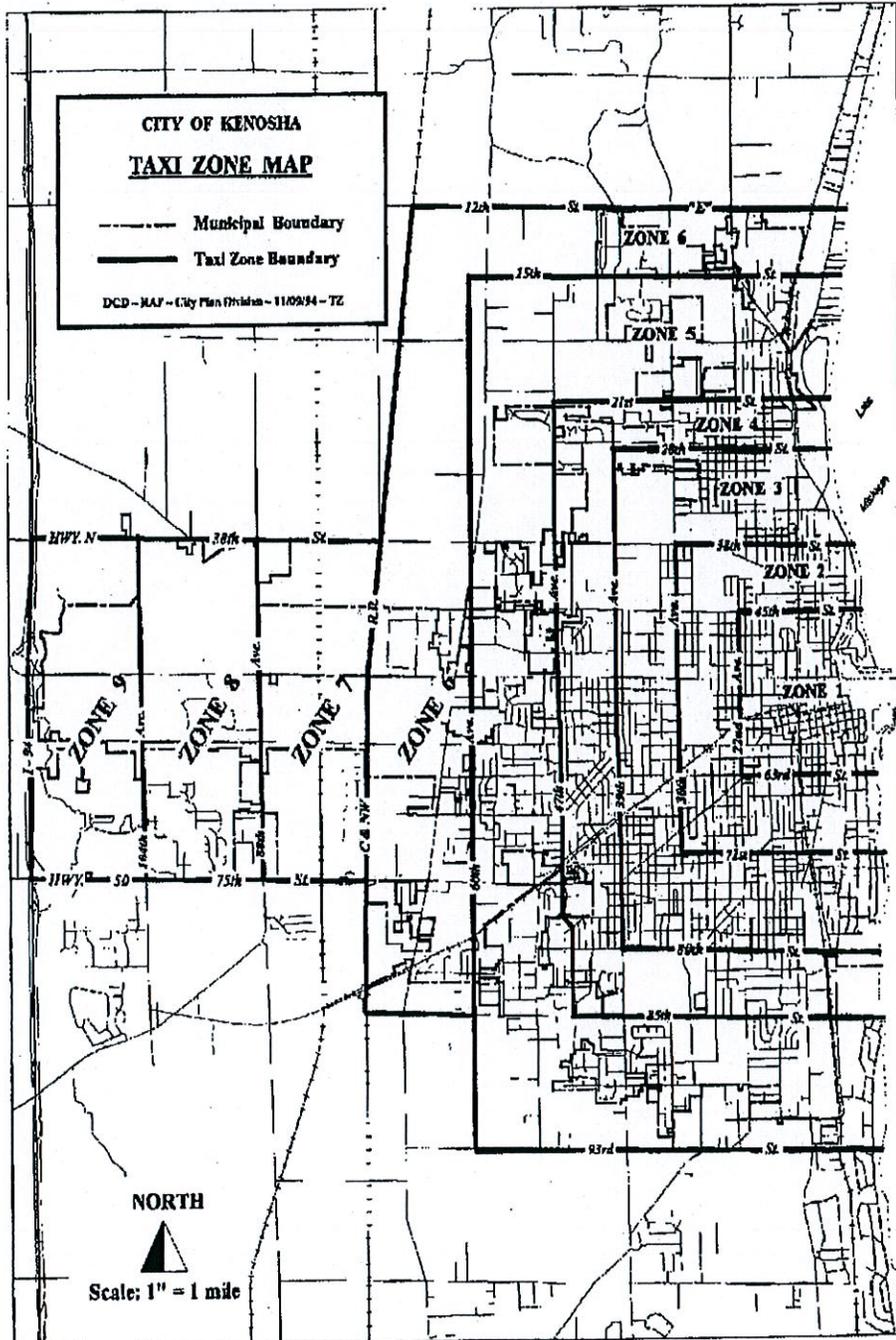
7. 9.00

8. 11.00

9. 13.00

10. 15.00

11. 17.00



EFFECTIVE: July 24, 2013

XIII-53

Updated on July 18, 2013

*[Signature]*

C6

E-MAILED JUL 21 REC'D



# CABARET LICENSE DAILY

Type: 213 Fee: \$50.00/day

FILED 7/21  
 INITIALS mm  
 ADVERSE/NO ADV (NO ADV)  
 LP 7/28  
 CC 8/14

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

Date(s) of Event: 8-8-14 Explanation of Event: Class Reunion

Licensee Name: Frankie D's Vino & Pizzeria, LLC  
Anthony J. DeBartolo District # 14  
 (NOTE: must be same name as beer/liquor license)

Trade Name & Address: Frankie D's Vino & Pizzeria, LLC 6316-52 Street  
Kenosha WI 53144

If license is in the name of a Corporation or LLC, Agent Name: Anthony DeBartolo

Date of Birth of Agent (if Corporation/LLC) or Individual: [REDACTED]

Address: 1336 38 Ave Kenosha WI Phone: 658188669 Email: tony@prudentialkenosha.com  
 (correspondence will be via email if address is given)

Driver's License Number: [REDACTED]  
 (must indicate if this is not a Wisconsin DL)

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

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

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

-OVER-

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

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

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

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

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

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

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

Prudential Premier Properties, Kenosha  
Beav Realty, Kenosha  
\_\_\_\_\_  
\_\_\_\_\_

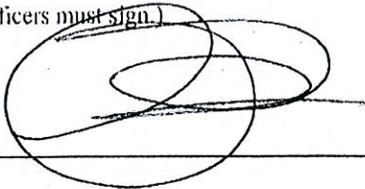
14. List all addresses at which you have lived in the past five (5) years:

1336 - 38 Ave  
Kenosha WI 53144  
\_\_\_\_\_  
\_\_\_\_\_

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

Applicant's Signature: \_\_\_\_\_

Date: 7-21-14



(Individual/Agent of Corporation)

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

AD  
(Applicant's Initials)



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

FILED 7/21 INITIALS mn ADVERSE/NO ADV LP CC

Type: 211 Fee: \$ 50.00/app Date(s) of Event: 8/8/14 (Limit 3 days/year)

1. Licensee: Anthony J. DeBartolo Frankie D's Vino & Pizzeria, LLC District # 116 Note: must be same name as beer/liquor license

2. Trade Name & Address: Frankie D's Vino & Pizzeria, LLC 6316 52nd Street Kenosha WI 53141

3. Contact Person: Tony DeBartolo Phone: 818-8669 Email: Tony.e.prudentialkenosha.com (correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Class Reunion

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

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

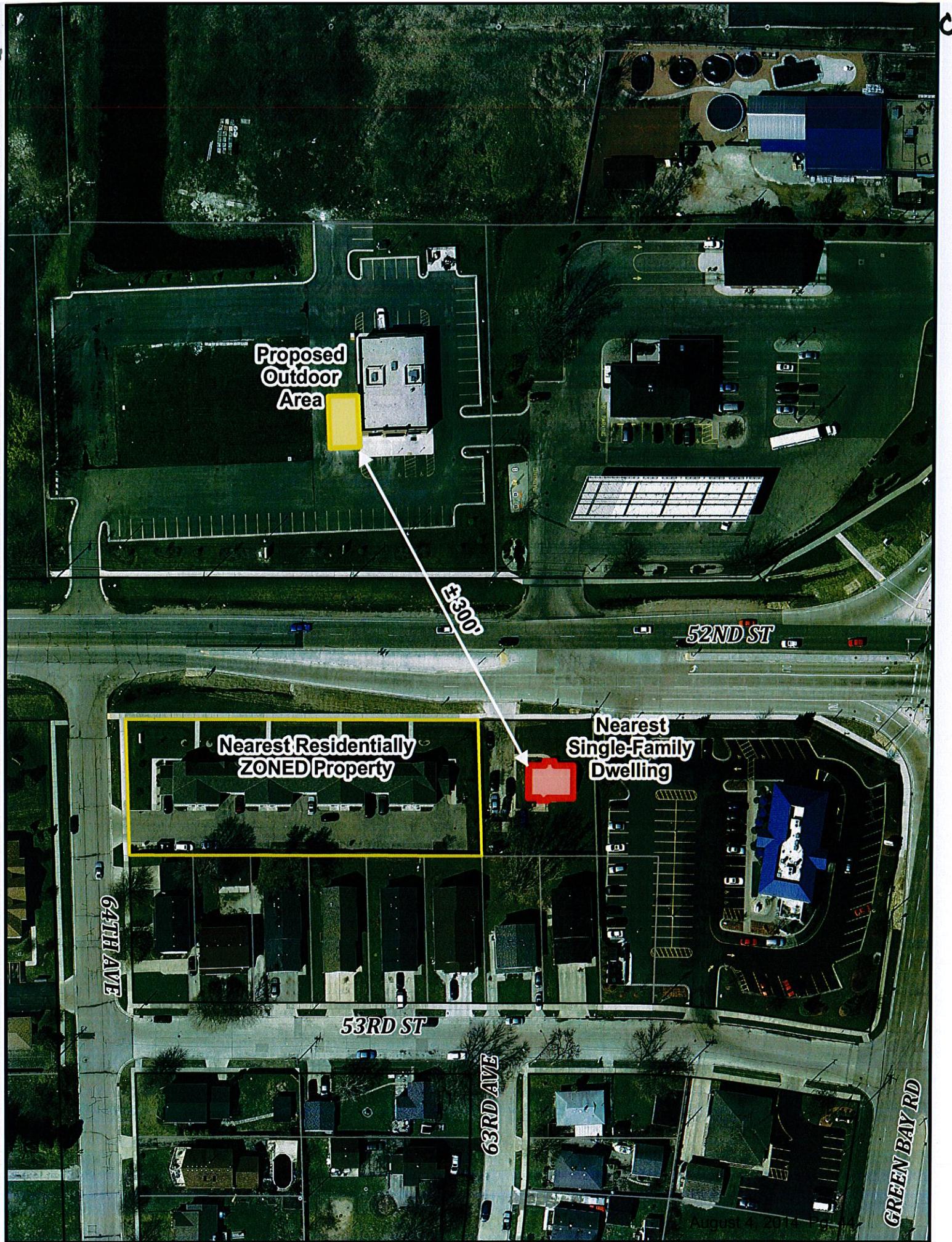
7. The closing hours for a temporary outdoor extension are 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 am. [ ] application attached

To be completed by The Community Development & Inspections Department:

Zoning Classification: B-2 if SFR, choose: Waiver [ ] B1 (institutional), [ ] B2 (restaurant), [ ] B3 (outdoor dining), or [ ] N/A The outdoor area sought is +/- 300 ft from any single-family dwelling. If less than 25ft from single family, choose: Waiver [ ] B1 (institutional), [ ] B2 (restaurant), [ ] B3 (outdoor dining), or [ ] N/A if dwelling is two-family, multi-family, zoned B-1, B-2, B-3, B-4 districts; or dwelling within twenty-five (25') feet of said boundary is occupied by the applicant and/or his/her immediate family and no others. The outdoor area has a boundary: [X] within 750 ft of any residentially zoned property. Live music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.) [ ] greater than 750 ft of any residentially zoned property. Live music/entertainment is allowed in outdoor area 10:00am to 1:00am (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.) Recommendation: Approval CDI Staff Member: Michael Callovi Date: July 22, 2014







**Proposed  
Outdoor  
Area**

**E 300**

**52ND ST**

**Nearest Residentially  
ZONED Property**

**Nearest  
Single-Family  
Dwelling**

**64TH AVE**

**53RD ST**

**63RD AVE**

**GREEN BAY RD**

August 4, 2011

C8



**Temporary  
OUTDOOR EXTENSION**  
of Class "B", "Class B", and/or "Class C" License(s)

CITY ORDINANCE §10.075

FILED	<u>7/14</u>
INITIALS	<u>mn</u>
ADVERSE/NO ADV	
LP	
CC	

Type: 211 Fee: \$ 50.00/app Date(s) of Event: 9-13-14  
(Limit 3 days/year)

1. Licensee: SWEDISH AMERICAN CLUB District # 8  
Note: must be same name as beer/liquor license

2. Trade Name & Address: SWEDISH AMERICAN CLUB - 7002-30TH AVE.

3. Contact Person: SALIA MUSATEP Phone: 960-0935 Email: SMUSATEP AT YAHOO .COM  
(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: PTC NTC

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

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

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

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

Zoning Classification: B-2 if SFR, choose: **Waiver**  B1 (institutional),  B2 (restaurant),  B3 (outdoor dining), or  N/A

The outdoor area sought is ± 45 ft from any single-family dwelling. If less than 25ft from single family, choose:

**Waiver**  B1 (institutional),  B2 (restaurant),  B3 (outdoor dining), or  N/A if dwelling is two-family, multi-family, zoned B-1, B-2, B-3, B-4 districts; or dwelling within twenty-five (25') feet of said boundary is occupied by the applicant and/or his/her immediate family and no others.

The outdoor area has a boundary:

within 750 ft of any residentially zoned property.  
*Live music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)*

greater than 750 ft of any residentially zoned property.  
*Live music/entertainment is allowed in outdoor area 10:00am to 1:00am (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)*

**Recommendation:**

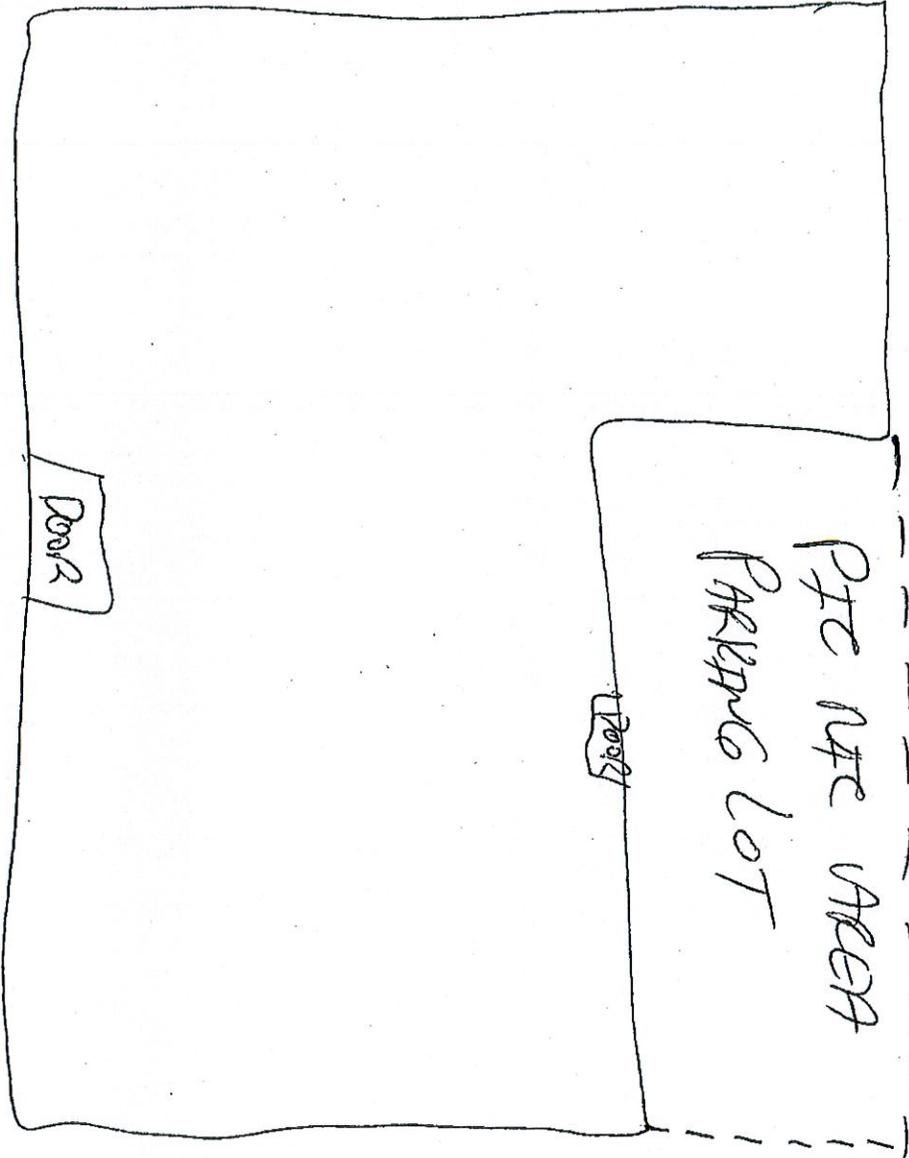
Approval

CDI Staff Member: [Signature] Common Council Agenda Item C-8. Date: August 4, 2014 Pg. 45  
July 14, 2014



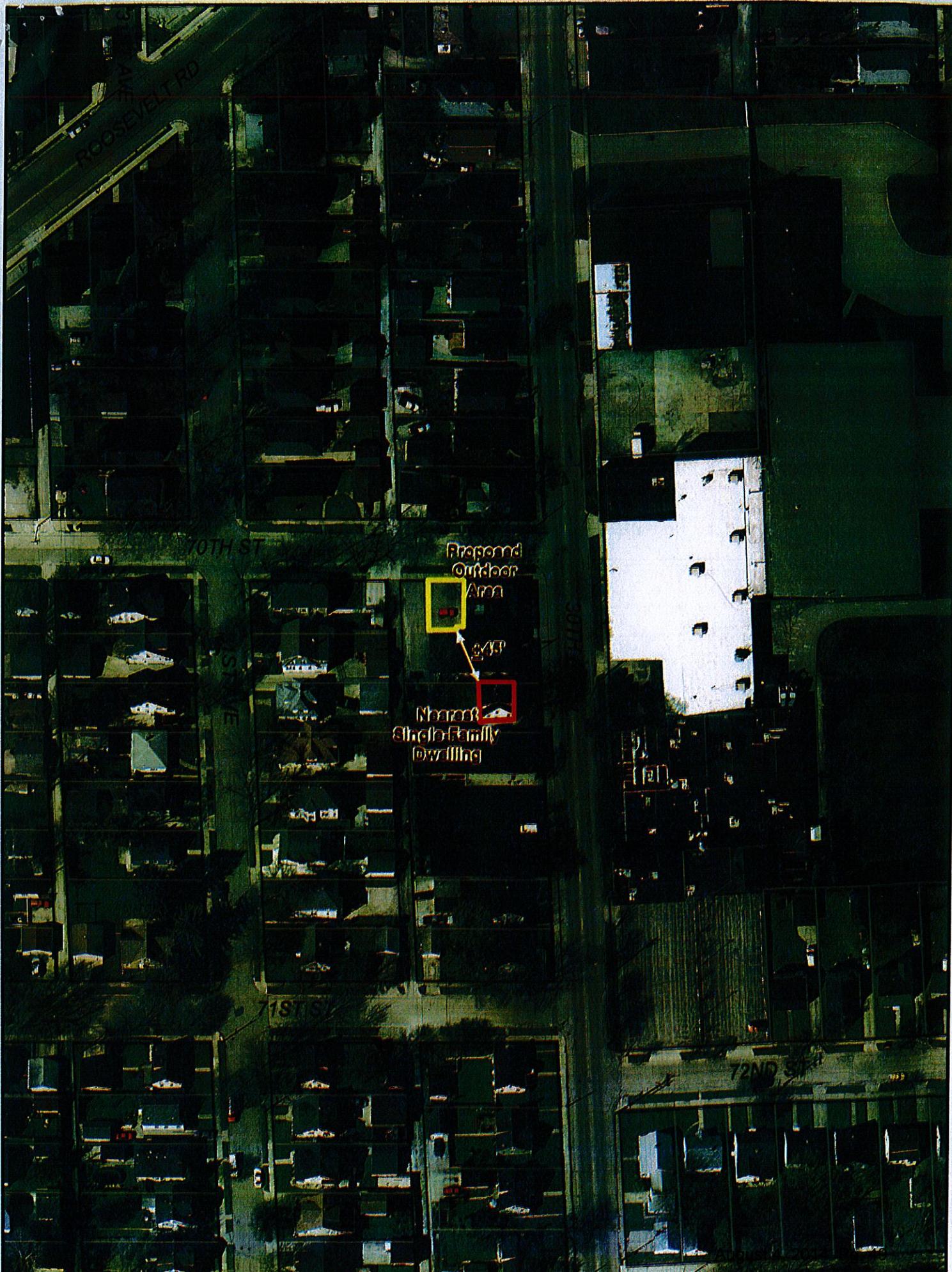


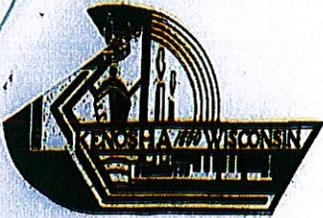
ALLEY



S 30TH AVE N

E 70TH STREET W





PERMANENT E-MAILED JUL 03 2014  
**OUTDOOR EXTENSION**  
 of Class "B", "Class B", and/or "Class C" License(s)

FILED 7-3-14  
 RECD  
 INITIALS JAD  
 ADVERSE/NO ADV  
 LP \_\_\_\_\_  
 CC \_\_\_\_\_

C9

CITY ORDINANCE §10.075

Type: 210 Fee: \$150.00

1. Licensee: Saddlehorns Saloon LLC District # 2

Note: must be same name as beer/liquor license

2. Trade Name & Address: Saddlehorns Saloon LLC

3. Contact Person: Matt Berg Phone: 224-588-7975 Email: mberg@saddlehorns.com

(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Smoking section

5. A detailed map (scaled site plan) and two (2) pictures describing the outdoor area is required.  
 map  pictures attached. If assistance is needed, contact Mike Callovi (Community Development & Inspections) at 653-4032 to schedule an appointment. (see example attached to this application)

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

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

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

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

The outdoor area sought is ±210 ft from any single-family dwelling. If less than 25ft from single family, choose:  Waiver  B1 (institutional),  B2 (restaurant),  B3 (outdoor dining), or  N/A if dwelling is two-family, multi-family, zoned B-1, B-2, B-3, B-4 districts; or dwelling within twenty-five (25') feet of said boundary is occupied by the applicant and/or his/her immediate family and no others.

The outdoor area has a boundary:  
 within 750 ft of any residentially zoned property.  
 Live music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)  
 greater than 750 ft of any residentially zoned property.  
 Live music/entertainment is allowed in outdoor area 10:00am to 1:00am (or earlier in accordance with the closing time of the outdoor extension) with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

Recommendation:

Approval

CDI Staff Member: Michael Callovi Date: July 10, 2014

PLEASE NOTE: Be sure to include appropriate attachments/waivers and file with the City Clerk's office no later than fourteen (14) days before final action of the Common Council. Meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. Pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.

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

Matt B 24 June 2014  
(Individual/Partner/Member) Date

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

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office KRS  
(Applicant's Initials)

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

**OUTDOOR EXTENSION**

Saddlehorn Saloon II

Licensee Name

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area:

- B1.**  is located wholly within an area in the City zoned Institutional.
- B2.**  is operating as a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3, or B-4 Zoning Districts (as defined by Section 5.046 A.10. Of the Code of General Ordinances).
- B3.**  is licensed by the City of Kenosha for Outdoor Dining.

Please find below a list of names and addresses of all property owners residing within 25 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine licensed premises.

This list will be forwarded to the Building Inspector for verification.

Rebecca A Robert Venn                      5000 7th Ave                      262 652-9782

Don Mulken                                      5014 7th Ave

[Signature]    3 July 2014

(Individual/Partner/Member)                      Date

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

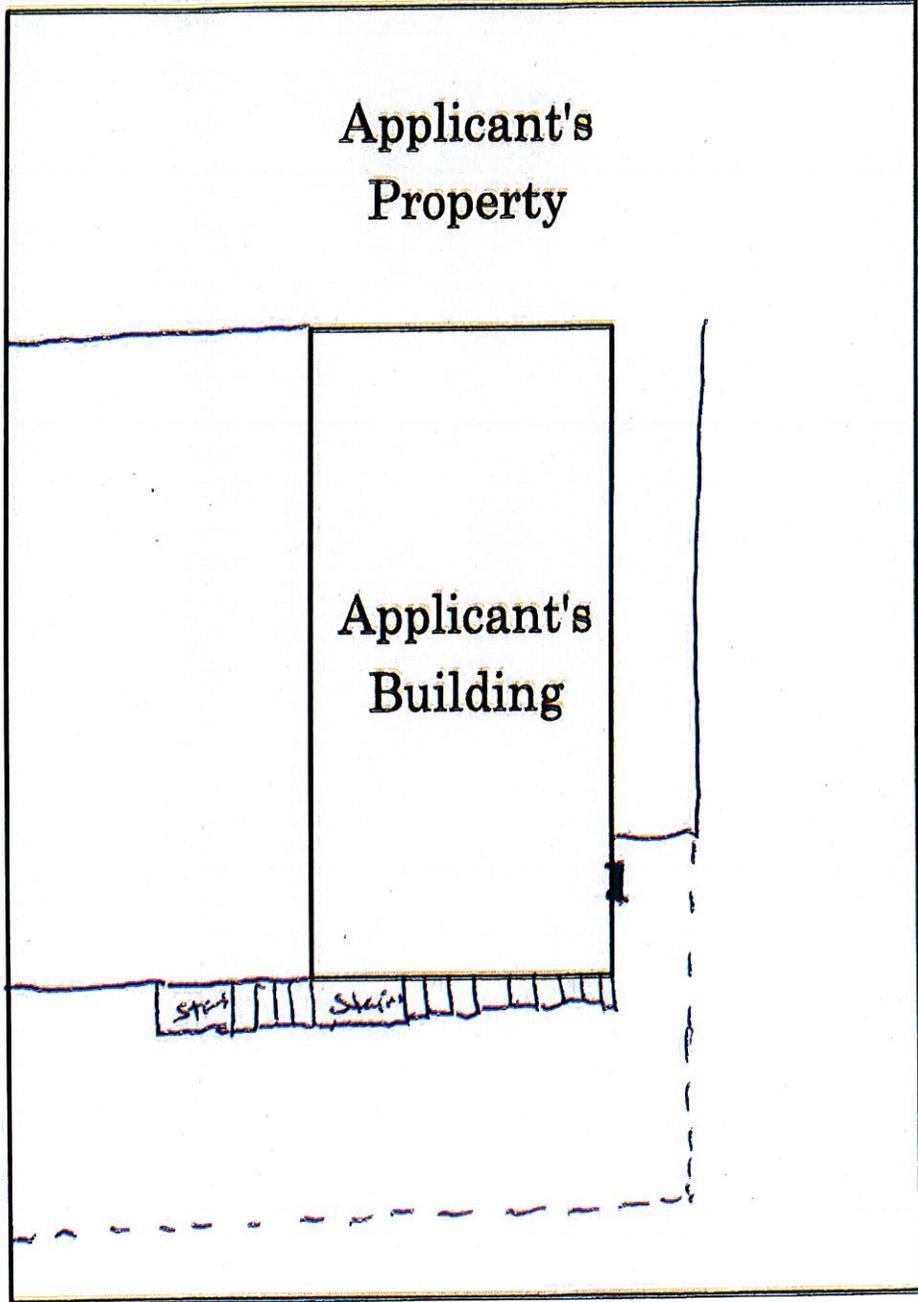
Received by Building Inspector <u>Michael Callovi</u>	Date <u>July 10, 2014</u>
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City of Kenosha  
Site Plan for  
Outdoor Extension

Public Street 7th AVE

Applicant's  
Property

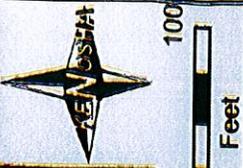
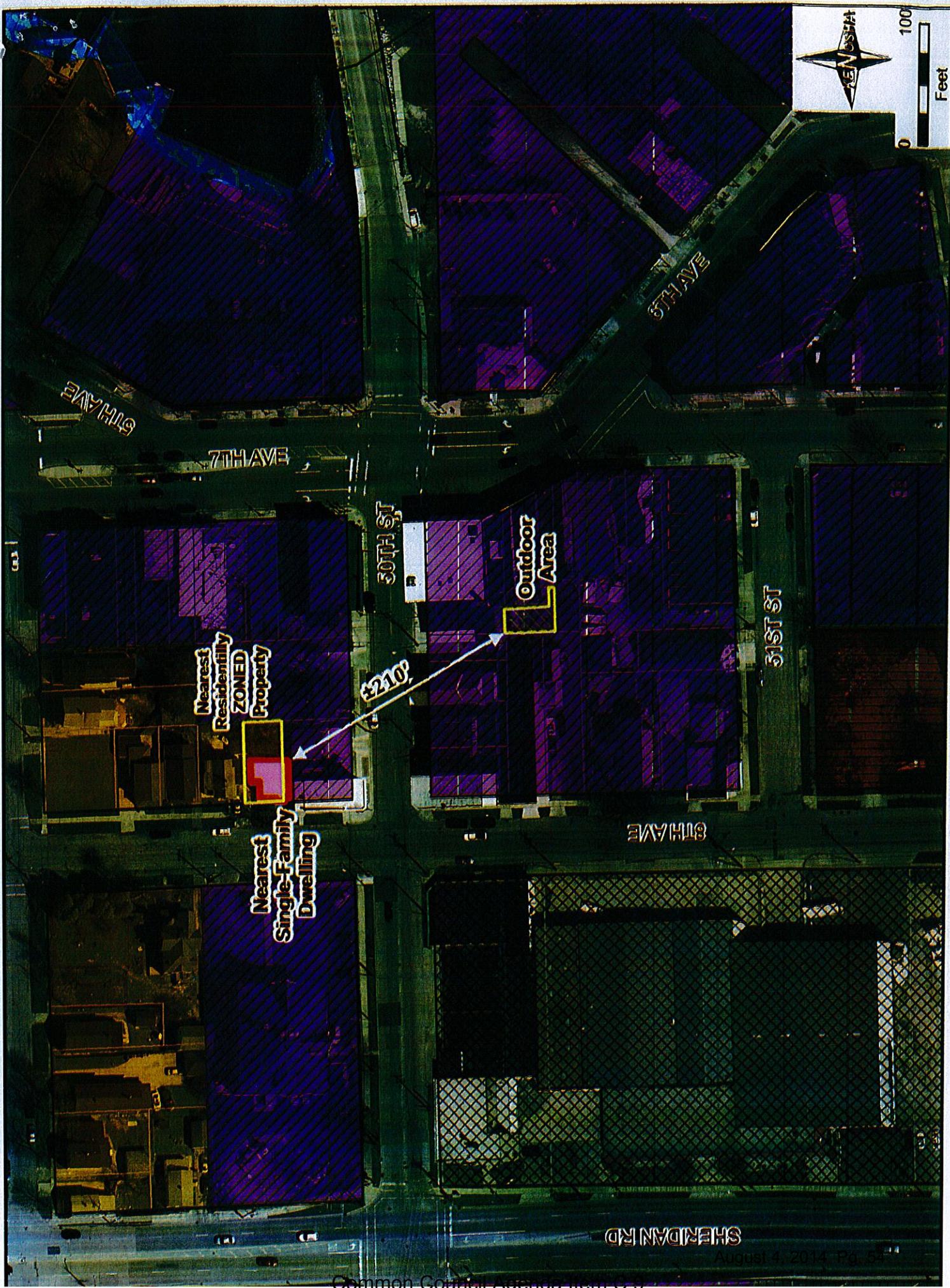
Public Street / Public Alley / Private Property  
(Circle One)



Public Street / Public Alley / Private Property  
(Circle One)

Public Street / Public Alley / Private Property  
(Circle One)

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



Nearest  
Residentially  
ZONED  
Property

Nearest  
Single-Family  
Dwelling

Outdoor  
Area

4210'

SHERIDAN RD

E-MAILED JUL 11 2014



**OUTDOOR EXTENSION  
CITY ORDINANCE §10.075**

**REQUEST TO CHANGE CLOSING HOURS TO  
1:30 AM TO 8:00 AM**

FILED	7/11
INITIALS	MB
ADVERSE/NO ADV	
LP	7/28
CC	8/4

Licensee Name: Kathleen Bezotte

Trade Name: Cheers

Trade Address: 4619 8th AVE District # 2

Contact Person: Kathleen Bezotte Phone: 262-656-1314 Email: Packerbar@yahoo.com  
(correspondence will be via email if address is given)

**VERIFICATION BY CITY CLERK'S OFFICE:**

The outdoor hours of the above referenced outdoor extension were extended to 12:00 midnight to 8:00 am in the previous license term.

[Signature] \_\_\_\_\_ 7/11/14  
Signature: City Clerk Staff Date

The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine license(s) in accordance with §10.075 of the Code of General Ordinances to 1:30 am to 8:00 am. The licensed premises in the previous licensing term had its outdoor hours extended to 12:00 midnight to 8:00 am by Common Council.

In making this application, I understand that amplified music or sound shall not be allowed unless the Outdoor Area's boundaries are greater than seven hundred fifty feet (750) of any residentially zoned property. When a waiver is granted pursuant to Section 10.75 E.2., of the Code of General Ordinances, amplified music or sound shall not be allowed after 10:00pm.

Kathleen A. Bezotte 7/11/14  
(Individual/Partner/Member) Date

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

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office Kathleen Bezotte  
(Applicant's Initials)

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 24, 2014	Item 4
<b>Request to amend the Conditional Use Permit for a restaurant with a drive-thru for property located at 1820 30<sup>th</sup> Avenue (McDonald's) (District #4) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 1820 30<sup>th</sup> Avenue  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

The Alderperson of the district, Alderperson Ruffolo, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

- The City Plan Commission approved a new McDonald's restaurant at this site on January 5, 2006. The building was constructed with a drive-thru that has one service window for payment and one service window for delivery of the product. The restaurant desires to modify their drive-thru by adding a third window. The third window would be for delivery of the product to customers if it is not ready at the second window. Since a drive-thru facility is a Conditional Use in the B-2 Community Business District, an amendment is required through the City Plan Commission and Common Council.
- The new window complies with the dimensional requirement of a minimum of twenty-five (25') feet between service windows. The only physical change to the site will be the installation of a new service window where there is currently an existing inoperable window.
- All of the original conditions of approval for the project still apply.

**RECOMMENDATION:**

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



\_\_\_\_\_  
 Brian R. Wilke, Development Coordinator



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

/u2/acct/cp/crobym/cpc/July24/2fact-item5-BW-cup.072414odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan Commission Conditions of Approval</i></b>	<b>1820 30<sup>th</sup> Avenue</b>	<b>July 24, 2014</b>
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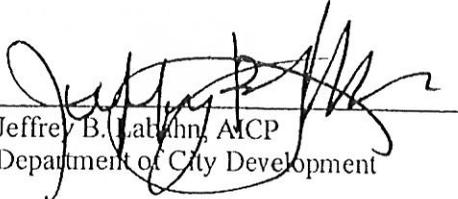
1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. Compliance with Conditional Use Permit dated August 3, 2006.

Department of City Development  
 625 - 52nd Street  
 Kenosha, Wisconsin 53140  
 (262) 653-4030, (262) 653-4045 (fax)

**Conditional Use Permit Approval**

Project Name:	McDonald's at Hunter's Plaza	Date: August 3, 2006
Location:	1820 30 <sup>th</sup> Avenue	
Issued to:	Mr. Rick Dolan McDonald's Corporation 4320 Winfield Rd. - Suite 420 Warrenville, IL 60555	
Architect/Engineer/ Contractor (if applicable):	Mr. Steve Jeske Haag Muller, Inc. 101 E. Grand Avenue Port Washington, WI 53074	
Approval Date(s):	City Plan Commission – January 5, 2006 Department of City Development – August 3, 2006	
<ul style="list-style-type: none"> <li>• Conditions of approval (see attachment)</li> <li>• Conditional use permit shall be null and void if a building permit is not obtained by: N/A</li> </ul>		

Any questions regarding the approved conditional use permit should be directed to Rich Schroeder, Development Coordinator, at 262-653-4030.

  
 Jeffrey B. Labuhn, AICP  
 Department of City Development

- cc Ed St. Peter, Water Utility Manager  
 Daniel Wade, Police Chief  
 Ron Bursek, Public Works Administrator  
 Jim Schultz, Director of Neighborhood Services and Inspections  
 Patrick Ryan, Fire Prevention Bureau Chief  
 Mike Higgins, City Clerk/Treasurer/Assessor  
 Paula Blise, Zoning Coordinator  
 Nick Torcivia, Senior Building Inspector

Project Name:	McDonald's at Hunter's Plaza	Date: August 3, 2006
Location:	1820 30 <sup>th</sup> Avenue	

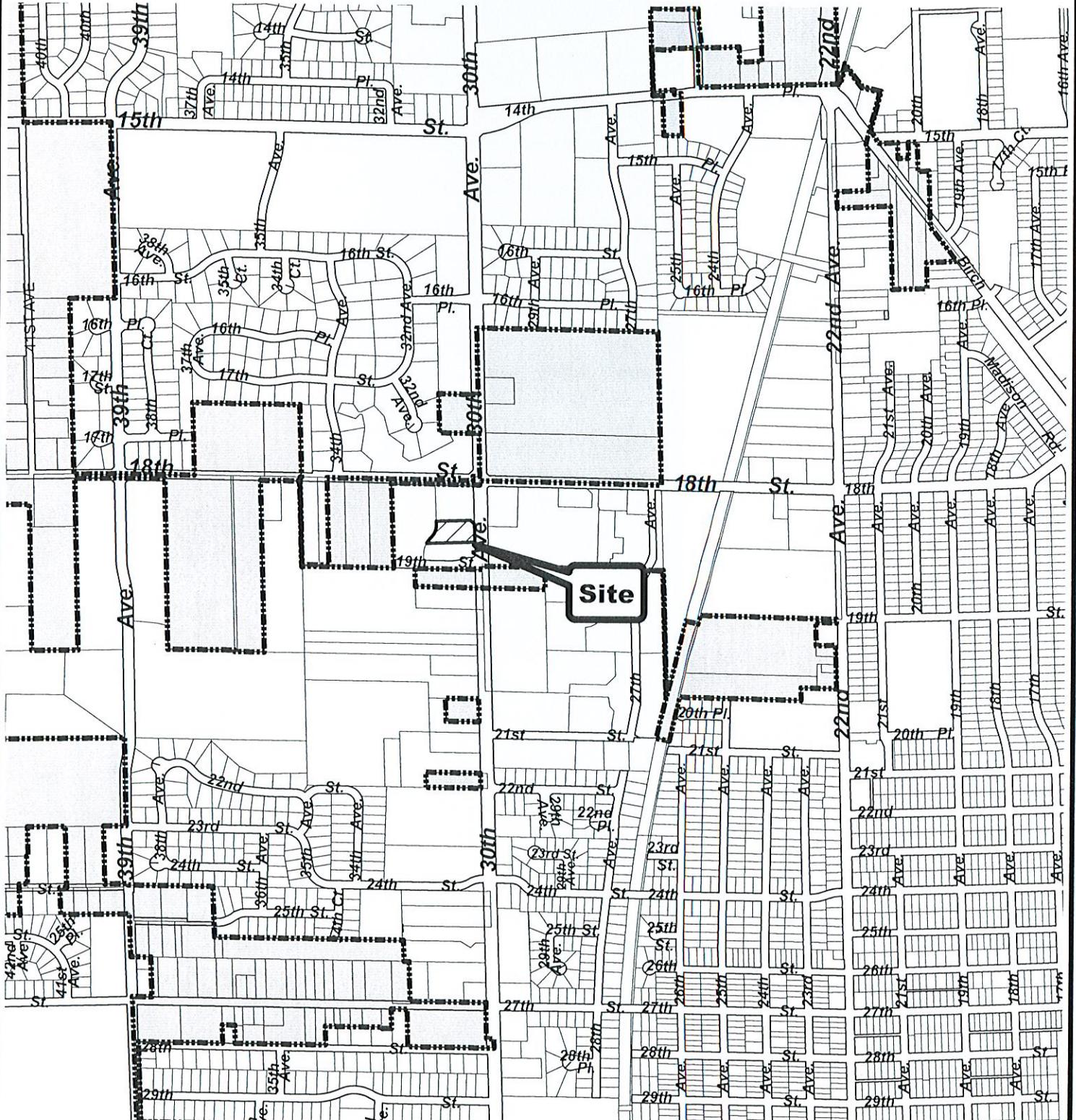
**Conditions of Approval:**

1. Applicant shall obtain erosion control, building, plumbing, electrical, occupancy and any other required construction permits from the Department of Neighborhood Services and Inspections.
2. Applicant shall obtain sidewalk, street opening, driveway and parking lot permits from the Department of Public Works.
3. All signs shall comply with Chapter 15 of the Code of General Ordinances and a sign permit shall be obtained from the Department of Neighborhood Services and Inspections. The site is permitted one monument sign.
4. Storm water detention basins shall be constructed and operational prior to the issuance of a footing and foundation permit.
5. Applicant shall meet all applicable conditions of approval and obtain a construction permit by July 5, 2006 or the conditional use permit shall be null and void per Section 4.04I of the Zoning Ordinance.
6. Compliance with all City and State codes.
7. Any changes to the approved plans shall require an amendment to the approved conditional use permit. All changes shall be submitted to the Department of City Development for review and approval.
8. The development shall be constructed in accordance with the approved plans on file with the Department of City Development. All parking areas, drives, and designated paved areas shall be paved with the initial lift of asphalt, building exterior completed and site lighting installed prior to the issuance of any occupancy permits. All other improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final occupancy permit.
9. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.
10. All trash containers shall be stored within the enclosure. All trash shall be picked up by a private contractor.
11. Outdoor display of products is prohibited.
12. All vehicles shall be parked on the designated paved areas.
13. Compliance with any conditions noted in the recorded Developer's Agreement. All required off-site improvements shall be completed prior to the issuance of any occupancy permits.

# City of Kenosha

## Vicinity Map

### McDonald's Drive-Thru Modification CUP



----- Municipal Boundary

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

**MAILING INFORMATION**

**NAME OF PROJECT:** McDonald's Forward Present Window remodel

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

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: Dawn Conklin Lingle Design Group 158 W. Main St. Lena, IL 60148	Phone: (847)271-6201 Fax: E-Mail: dawnconklin@lingledesign.com
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: Fred Matthias Lingle Design Group 158 W. Main St. Lena, IL 60148	Phone: (847) 833-3241 Fax: E-Mail: fredmatthias@lingledesign.com
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: McDonald's LLC Libby Fisher 4320 Winfield Rd Warrenville, IL 60555	Phone: (630) 836-4940 Fax: E-Mail: libby.fisher@us.mcd.com

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 1820 30th Ave Kenosha, WI

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
Fax: 262.653.4045

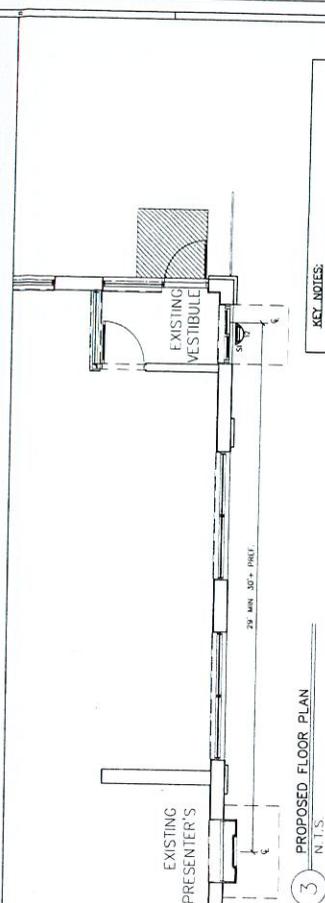
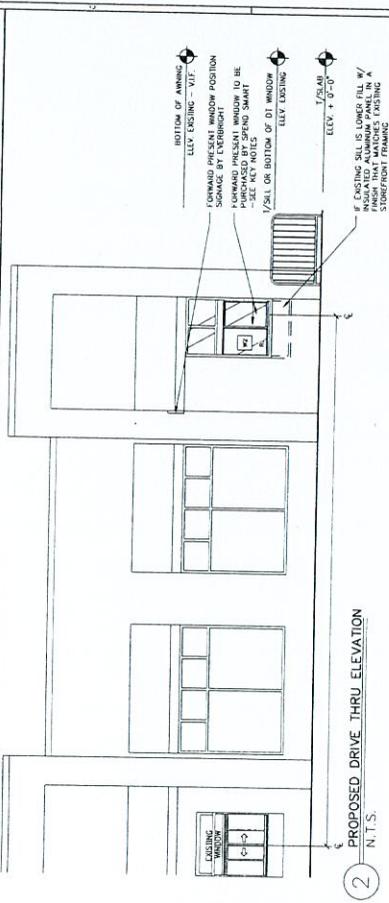
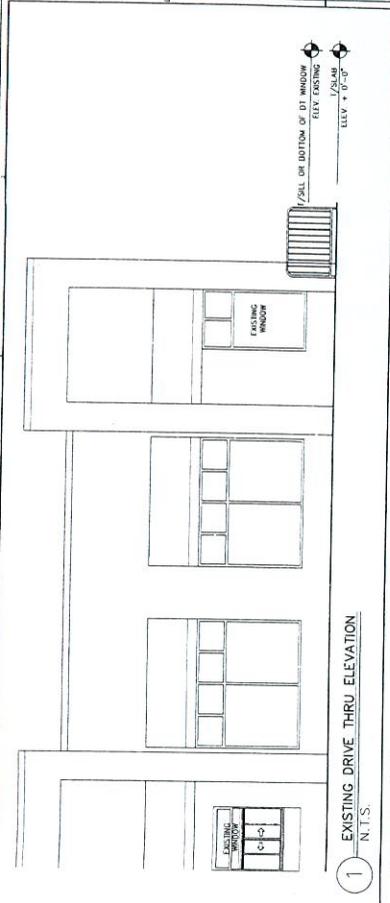
Office Hours:  
M - F 8:00 am - 4:30 pm

**SECTION 4  
CONDITIONAL USE PERMIT**

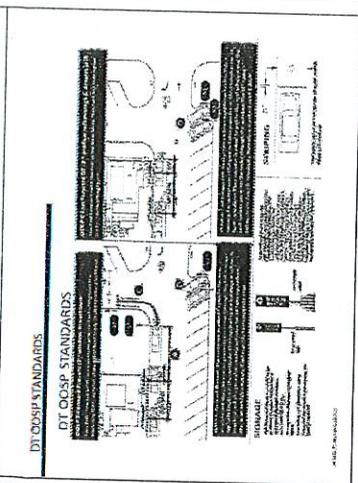
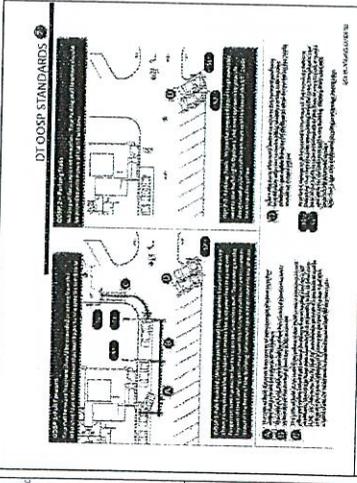
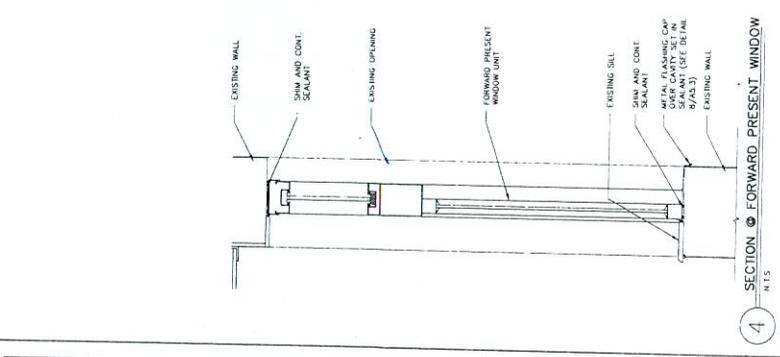
<b>Additional Information Required:</b>	<b>Building or Addition Square Footage:</b> <u>4273 sq ft existing, +0 sq ft remodel</u> <b>Existing Building Size:</b> <u>38'- 7" x 111'</u> <b>Site Size:</b> _____ <b>Current # of Employees</b> <u>16</u> <b>Anticipated # of New Employees</b> <u>16</u> <b>Anticipated Value of Improvements</b> <u>\$7,000</u>			
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ <b>Ten (10) full size scaled copies of Specified Plans</b> indicated below drawn at a standard engineering scale</li> <li>➤ <b>Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</b></li> </ul>			
<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ <b>One (1) 8 1/2" x 11" reduction or twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</b></li> <li>➤ <b>Sample Board containing colored samples of all exterior building materials</b></li> </ul>			
<b>Fees:</b>	<b>Level 1</b>	<b>Building or Addition Size</b> <= 10,000 sq. ft.	<b>Site size</b> <= 1 acre	<b>Review Fee</b> \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	<b>Level 2</b>	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	<b>Level 3</b>	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	<b>Level 4</b>	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ <b>If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</b></li> <li>➤ <b>Application fee entitles applicant to an initial review and one re-submittal.</b></li> <li>➤ <b>Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</b></li> <li>➤ <b>CUP Amendment = 50% of the applicable fee as determined above.</b></li> </ul>			
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ <b>All</b></li> </ul>			
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ <b>30 days for Staff Review</b></li> <li>➤ <b>45-60 days for City Plan Commission/Common Council Review</b></li> </ul>			
<p>The conditional use permit plans, <i>prepared to a standard engineering scale</i>, shall be submitted with this application &amp; shall include the following information:</p>				
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>			
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>			
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>			



**SCOPE OF WORK**  
 -RETROFIT EXISTING VESTIBULE  
 FRAMING WITH AN ADDITIONAL  
 DRIVE THROUGH WINDOW  
 -ASSEMBLY U FACTOR MAX .32



**KEY NOTES:**  
 1. 1" TYPED GLASS  
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NOTE: ALL IS FOR SITE PLANNING PURPOSES ONLY AND NOT FOR CONSTRUCTION. ALL DIMENSIONS AND AREA CALCULATIONS ARE APPROXIMATE. ALL DIMENSIONS SHOULD BE FIELD VERIFIED. EXISTING CONDITIONS SHOWN ARE FROM AERIAL PHOTOGRAPHY. FOR AN ACCURATE REPRESENTATION OF THE EXISTING CONDITIONS, AN ALTA/ACSM LAND TITLE SURVEY WITH TOPOGRAPHY SHOULD BE ORDERED.

**ON SITE PARKING DATA**  
 EXISTING TOTAL SPACES 2  
 EXISTING ADA ACCESSIBLE SPACES 0  
 EXISTING TOTAL SPACES 2

**SITE DATA**  
 LOT AREA = 50,897 S.F. ± (1.17 AC±)  
 BUILDING AREA = 4,300 S.F. ±  
 F.A.R. = 0.08



**SITE PLAN**

1 of 1  
 LC #48-07B

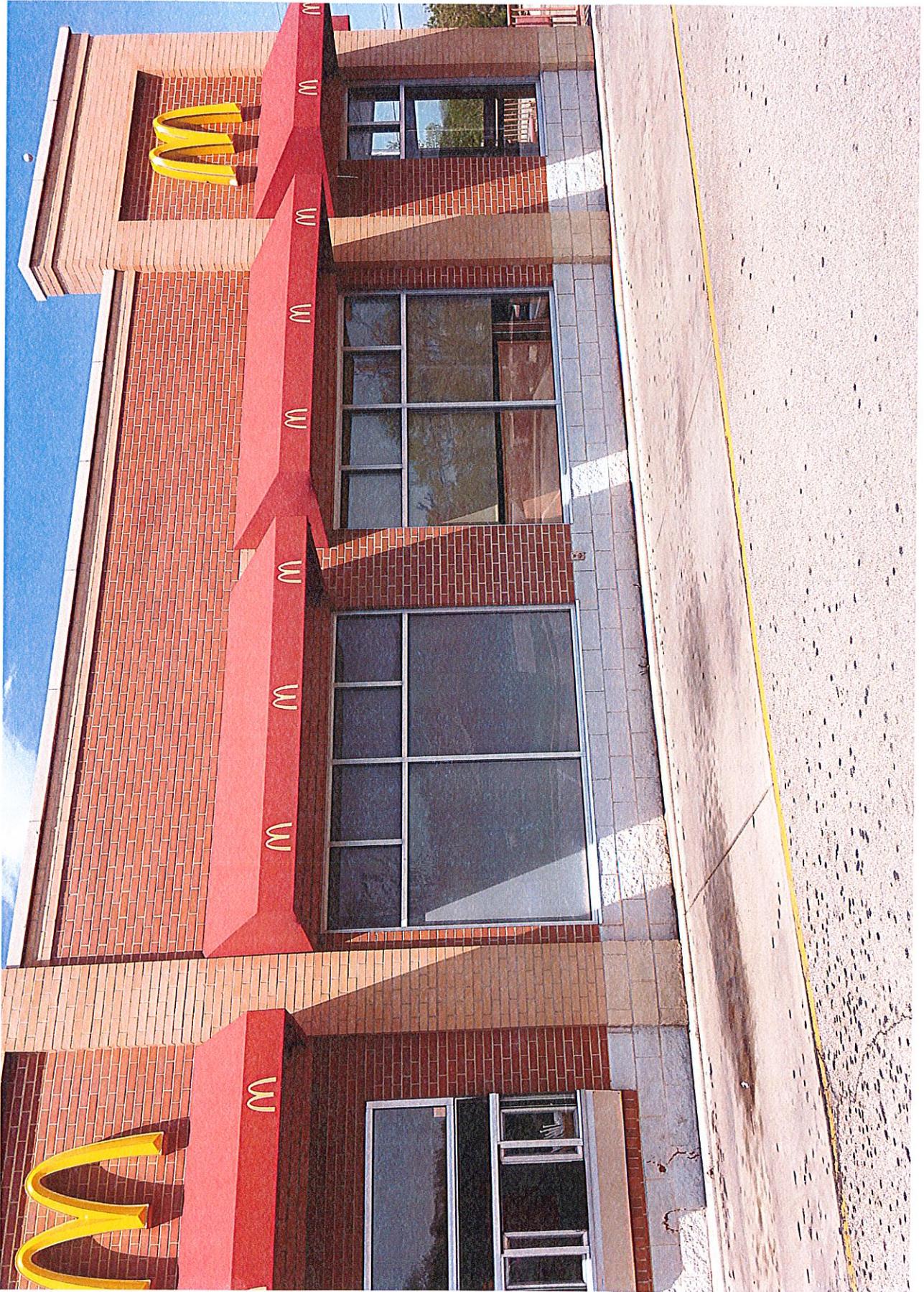
CHECKED BY: J. MILLER
DESIGN BY: D. OLSON
DATE: JUNE 20, 2014
SCALE: 1" = 20'
PROJECT NO.: 14-045

**Watermark**  
 RESOURCES, LTD.  
 2531 Orange Grove Parkway, Suite 100, Aurora, IL 60502  
 Phone: 630-275-1800 Fax: 630-275-2900 www.watermarkresources.com

Prepared By:  
**McDonald's**  
 Lingie Design Group  
 158 W. Main Street  
 Lena, IL 61048  
 McDonald's - KENOSHA, WI  
 1820 30th Ave  
 Kenosha, WI

Prepared For:  
 McDonald's

CONTRACT NO.



Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 24, 2014	Item 5
<b>Request to amend the Conditional Use Permit for a restaurant with a drive-thru for property located at 8058 Sheridan Road. (McDonald's) (District #12) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 8058 Sheridan Road  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

The Alderperson of the district, Alderperson Bostrom, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

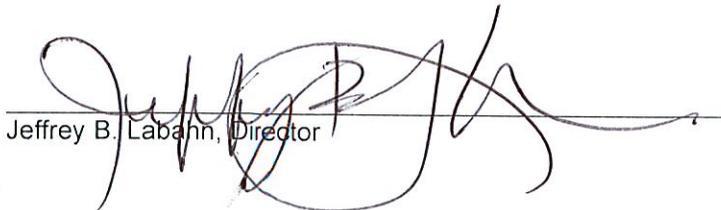
- The City Plan Commission approved a new McDonald's restaurant at this site on May 18, 2006. The building was constructed with a drive-thru that has one service window for payment and one service window for delivery of the product. The restaurant desires to modify their drive-thru by adding a third window. The third window would be for delivery of the product to customers if it is not ready at the second window. Since a drive-thru facility is a Conditional Use in the B-2 Community Business District, an amendment is required through the City Plan Commission and Common Council.
- The new window complies with the dimensional requirement of a minimum of twenty-five (25') feet between service windows. The only physical change to the site will be the installation of a new service window where there is currently an existing inoperable window.
- All of the original conditions of approval for the project still apply.

**RECOMMENDATION:**

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



\_\_\_\_\_  
 Brian R. Wilke, Development Coordinator



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

/u2/acct/cp/crobynm/cpc/July24/2fact-item6-BW-cup.072414odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b><i>Kenosha City Plan Commission Conditions of Approval</i></b>	<b>8058 Sheridan Road</b>	July 24,2014
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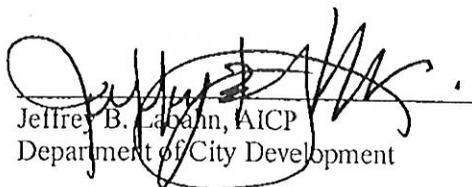
1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. Compliance with the Conditional Use Permit dated July 27, 2006.

Department of City Development  
 625 - 52nd Street  
 Kenosha, Wisconsin 53140  
 (262) 653-4030, (262) 653-4045 (fax)

**Conditional Use Permit Approval**

Project Name:	McDonald's	Date: July 27, 2006
Location:	8056 Sheridan Road	
Issued to:	Mr. Rich Neubauer McDonald's Corporation 4320 Winfield Rd. - Suite 400 Warrenville, IL 60555	
Architect/Engineer/ Contractor (if applicable):	Mr. Steve Jeske Haag Muller, Inc. 101 E. Grand Avenue Port Washington, WI 53074	
Approval Date(s):	City Plan Commission – May 18, 2006 Department of City Development – July 26, 2006	
<ul style="list-style-type: none"> <li>• Conditions of approval (see attachment)</li> <li>• Conditional use permit shall be null and void if a building permit is not obtained by: November 18, 2006</li> </ul>		

Any questions regarding the approved conditional use permit should be directed to Rich Schroeder, Development Coordinator, at 262-653-4030.

  
 Jeffrey B. Labahn, AICP  
 Department of City Development

- cc Ed St. Peter, Water Utility Manager  
 Daniel Wade, Police Chief  
 Ron Bursek, Public Works Administrator  
 Jim Schultz, Director of Neighborhood Services and Inspections  
 Patrick Ryan, Fire Prevention Bureau Chief  
 Mike Higgins, City Clerk/Treasurer/Assessor  
 Paula Blise, Zoning Coordinator  
 Nick Torcivia, Senior Building Inspector

Project Name:	McDonald's	Date: July 27, 2006
Location:	8056 Sheridan Road	

**Conditions of Approval:**

1. Applicant shall obtain raze, erosion control, building, plumbing, electrical, occupancy and any other required construction permits from the Department of Neighborhood Services and Inspections.
2. Applicant shall obtain sidewalk, street opening, driveway and parking lot permits from the Department of Public Works.
3. All signs shall comply with Chapter 15 of the Code of General Ordinances and a sign permit shall be obtained from the Department of Neighborhood Services and Inspections. The existing non-conforming sign shall be removed.
4. Applicant shall meet all applicable conditions of approval and obtain a building permit by November 18, 2006 or the conditional use permit shall be null and void per Section 4.04I of the Zoning Ordinance.
5. Compliance with all City and State codes.
6. Any changes to the approved plans shall require an amendment to the approved conditional use permit. All changes shall be submitted to the Department of City Development for review and approval.
7. The development shall be constructed in accordance with the approved plans on file with the Department of City Development. All parking areas, drives, and designated paved areas shall be paved with the initial lift of asphalt, building exterior completed and site lighting installed prior to the issuance of any occupancy permits. All other improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final occupancy permit.
8. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.
9. All trash containers shall be stored within the enclosure.
10. Outdoor display of products is prohibited.
11. All vehicles shall be parked on the designated paved areas.
12. All approvals for cross access shall be provided to adjacent parcels if required at a future date by the City.



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

**MAILING INFORMATION**

**NAME OF PROJECT:** McDonald's Forward Present Window remodel

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

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: Dawn Conklin Lingle Design Group 158 W. Main St. Lena, IL 60148	Phone: <u>(847)271-6201</u> Fax: _____ E-Mail: <u>dawnconklin@lingledesign.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: Fred Matthias Lingle Design Group 158 W. Main St. Lena, IL 60148	Phone: <u>(847) 833-3241</u> Fax: _____ E-Mail: <u>fredmatthias@lingledesign.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: McDonald's LLC Libby Fisher 4320 Winfield Rd Warrenville, IL 60555	Phone: <u>(630) 836-4940</u> Fax: _____ E-Mail: <u>libby.fisher@us.mcd.com</u>

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 8056 Sheridan Rd Kenosha, WI

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

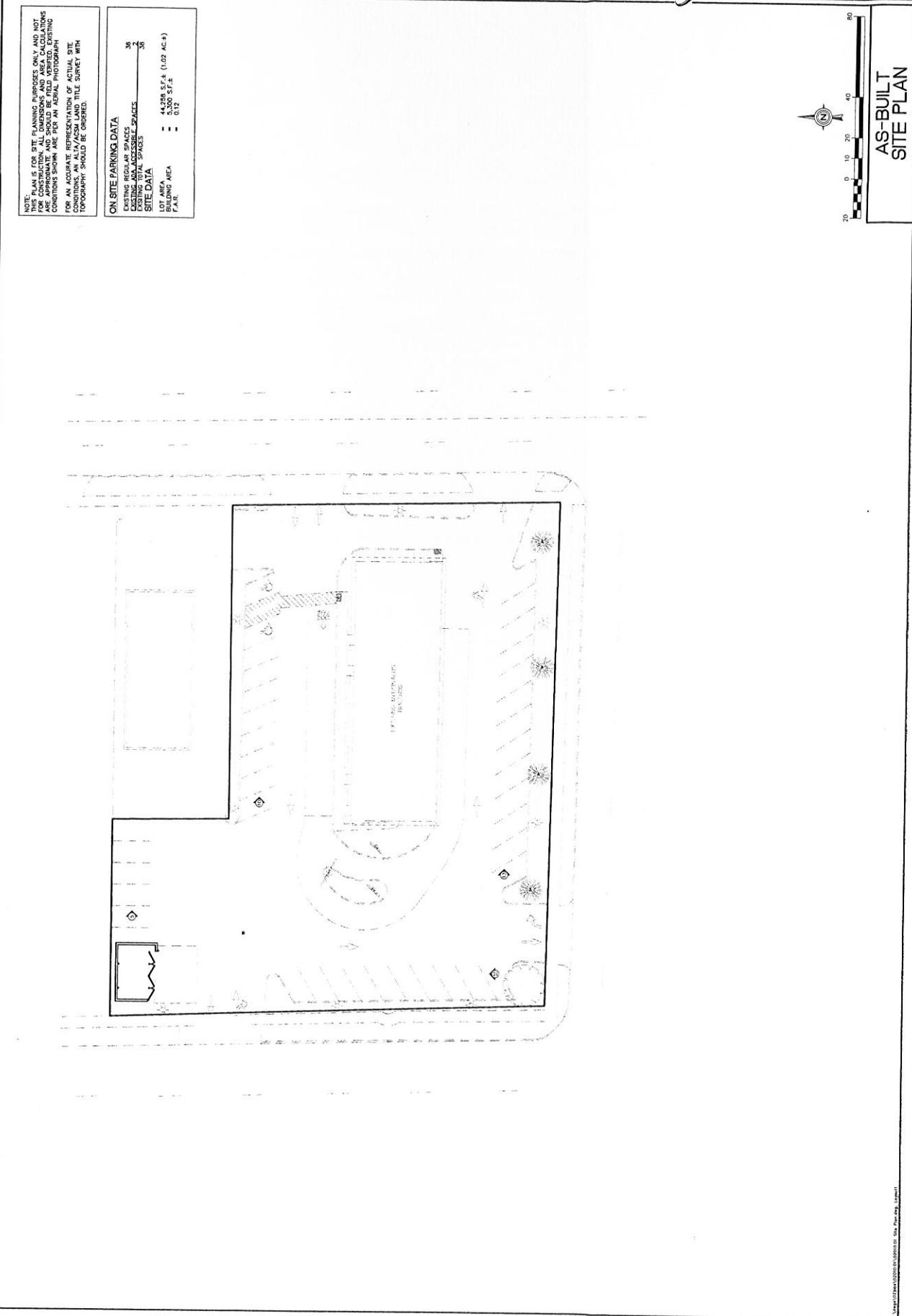
Phone: 262.653.4030  
Fax: 262.653.4045

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

**SECTION 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	<b>Building or Addition Square Footage:</b> <u>5300 sq ft existing, +0 sq ft remodel</u> <b>Existing Building Size:</b> <u>39'- 5" x 111'-4"</u> <b>Site Size:</b> _____ <b>Current # of Employees</b> <u>16</u> <b>Anticipated # of New Employees</b> <u>16</u> <b>Anticipated Value of Improvements</b> <u>\$7,000</u>																						
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>																						
<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>																						
<b>Fees:</b>	<table border="1"> <thead> <tr> <th></th> <th><u>Building or Addition Size</u></th> <th><u>Site size</u></th> <th><u>Review Fee</u></th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>&lt;= 10,000 sq. ft.</td> <td>&lt;= 1 acre</td> <td>\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td>Level 2</td> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> <td>\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td>Level 3</td> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> <td>\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td>Level 4</td> <td>&gt; 100,001 sq. ft.</td> <td>&gt; 25.01 acres</td> <td>\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC	<ul style="list-style-type: none"> <li>➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>	
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<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ All</li> </ul>																						
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>																						
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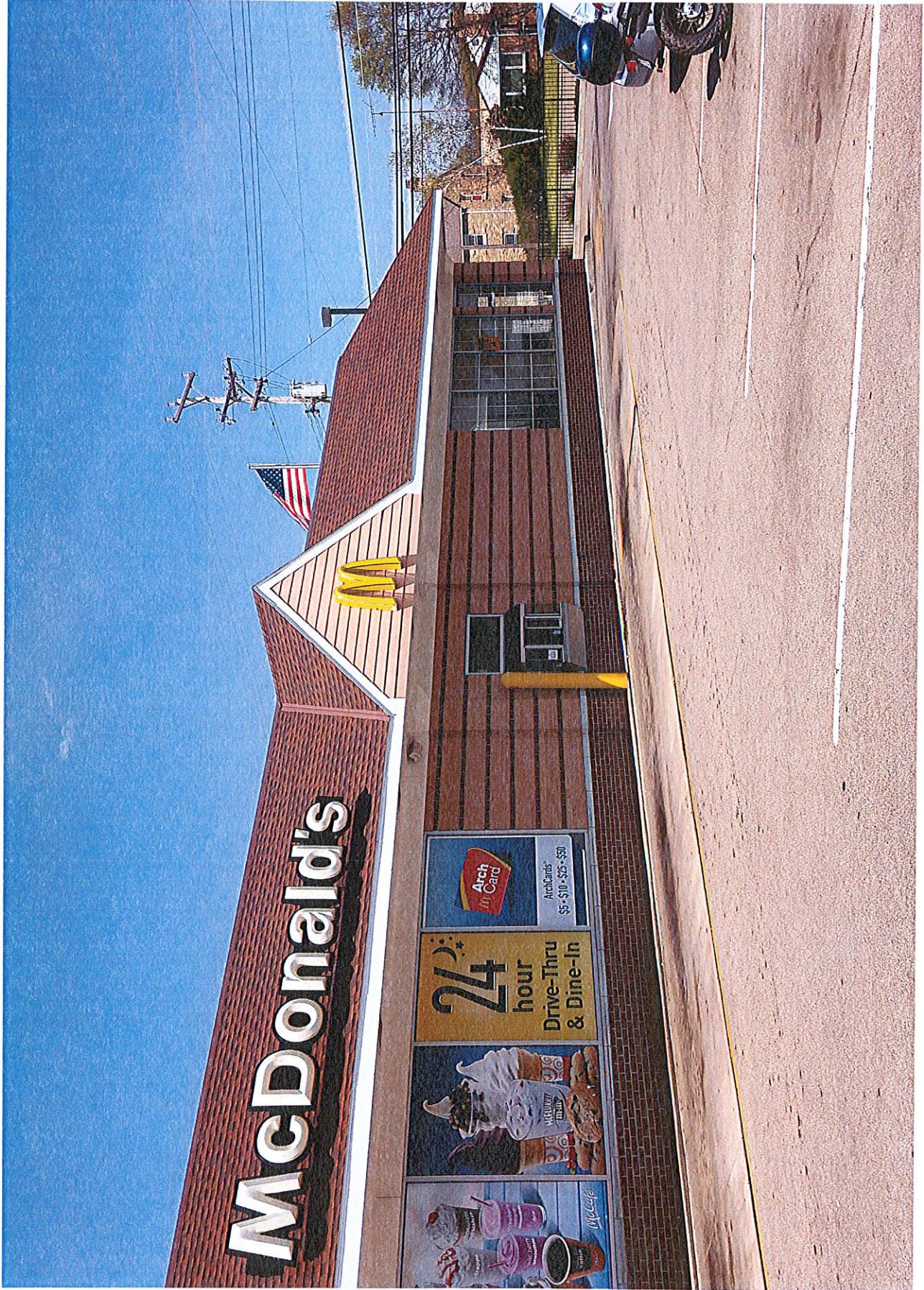




NOTE: THIS PLAN IS FOR SITE PLANNING PURPOSES ONLY AND NOT FOR CONSTRUCTION. ALL DIMENSIONS AND AREA CALCULATIONS ARE APPROXIMATE. ALL DIMENSIONS AND AREAS SHOWN ARE BASED ON THE AS-BUILT CONDITIONS SHOWN ARE PER AN AERIAL PHOTOGRAPHY. FOR AN ACCURATE REPRESENTATION OF ACTUAL SITE CONDITIONS, AN ALTA/ACSM LAND TITLE SURVEY WITH TOPOGRAPHY SHOULD BE ORDERED.

**ON-SITE PARKING DATA**

EXISTING REGULAR SPACES	36
EXISTING ADA ACCESSIBLE SPACES	38
<b>SITE DATA</b>	
LOT AREA	44,288 SF ± (1.02 AC ±)
BUILDING AREA	5,300 SF ±
P.A.R.	0.12



Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 10, 2014	Item 4
<b>By the City Plan Commission - To Create Subsection 18.02 ee. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035. (FEMA) (District #1) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Along Pike River, North of Alford Park Drive to South of Alford Park Drive

**NOTIFICATIONS/PROCEDURES:**

The alderperson of the district, Alderperson Haugaard, has been notified. The Common Council is the final review authority.

**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 Map C5-14, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan.
- The Amendment will amend the land use designation for the referenced properties by adding or removing existing floodplain in compliance with the Letter of Map Revision (LOMR) with the effective date of May 13, 2014.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/JULY10/4Fact-zo-1802ee-FEMA.odt

ORDINANCE NO. \_\_\_\_\_

SPONSOR: CITY PLAN COMMISSION

TO CREATE SUBSECTION 18.02 ee. OF THE ZONING  
ORDINANCE TO AMEND THE LAND USE PLAN MAP  
FOR THE CITY OF KENOSHA: 2035

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

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

ee. By map C5-14 on file with the Department of Community Development and  
Inspections.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

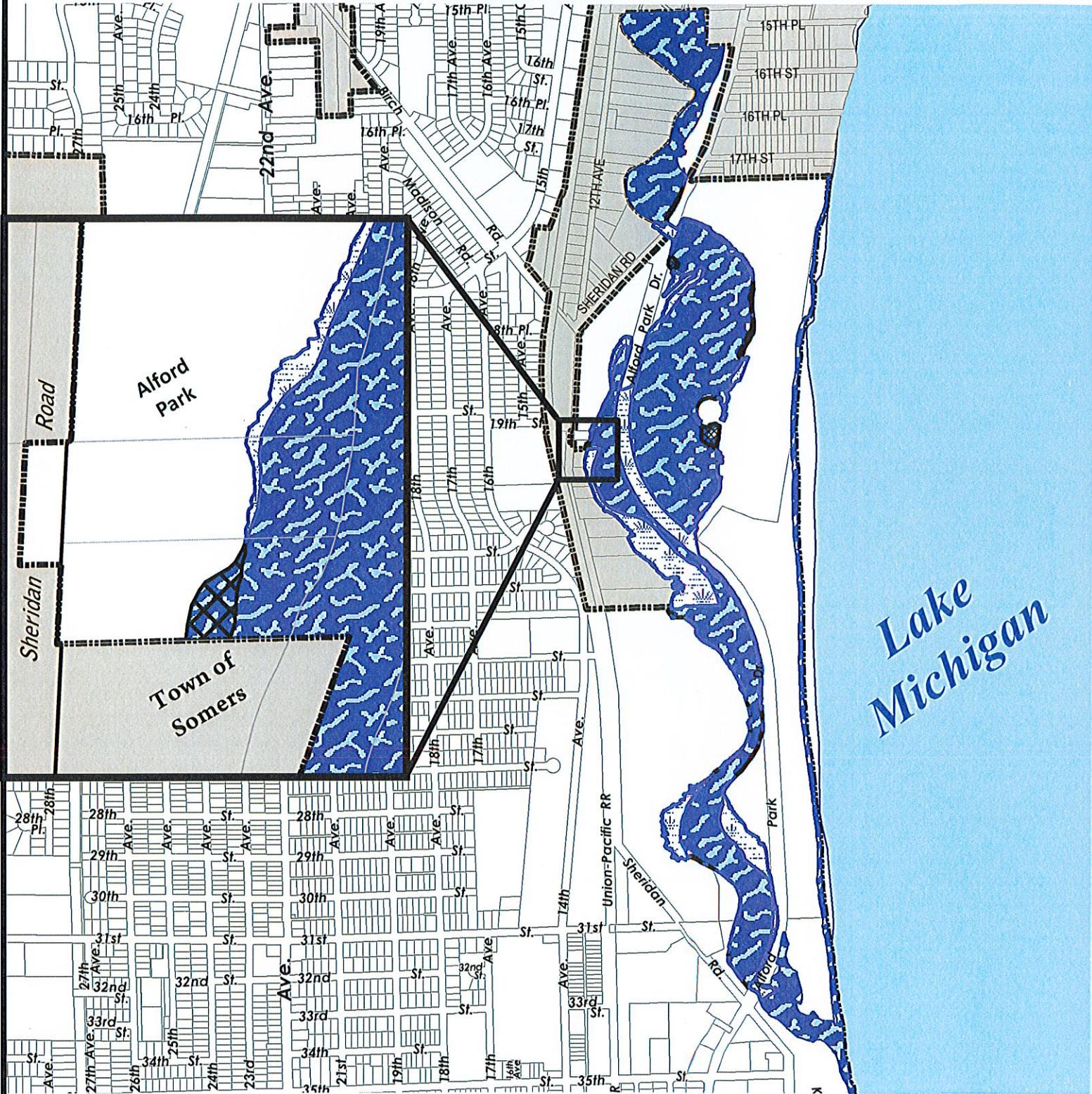
# City of Kenosha

## Comprehensive Plan Amendment

Supplement No. C5-14

City Plan Commission petition

Ordinance No. \_\_\_\_\_



### Floodplains Requested to be:

-  Added
-  Existing Floodplain
-  Removed



August 4, 2014 Pg. 78

**By the Mayor - To Rezone Various properties located in the City of Kenosha in accordance with the Letter of Map Revision to the Federal Emergency Management Agency Flood Insurance Rate Maps with an effective Date of May 13, 2014. (FEMA) (District #1) PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

Site: Along Pike River, North of Alford Park Drive to South of Alford Park Drive

**NOTIFICATIONS/PROCEDURES:**

The alderperson of the district, Alderperson Haugaard, has been notified. Owners who have property which will be placed within a floodplain, removed from a floodplain or remain in a floodplain have been notified, along with property owners within one hundred (100') feet of the subject properties. The Common Council is the final review authority.

**ANALYSIS:**

- The City's current Flood Insurance Rate Maps (FIRMs) are dated June 19, 2012.
- The purpose of the FIRM is to show the areas in a community that are subject to flooding and the risk associated with those flood hazards. The flood hazard and risk information presented on the FIRMs is the result of engineering studies that are performed by engineering companies, other Federal agencies, or communities, which are reviewed for compliance with FEMA guidelines and approved by FEMA.
- Because of limitations of scale or topographic definition of the source maps used to prepare a FIRM, small areas may be inadvertently shown within a Special Flood Hazard Area (SFHA) on a FIRM even though the property is on natural ground and is at or above the elevation of the 1-percent-annual-chance flood. This elevation is most commonly referred to as the Base Flood Elevation, or BFE. Such cases are referred to as "inadvertent inclusions".
- For other areas, earthen fill may have been placed during construction, thereby elevating a small area within the SFHA to an elevation that is at or above the BFE. This construction may have taken place during the time the engineering study was being performed or subsequent to that study. Because of the limited extent of the elevated area and the limitations of the map scale, it may not have been possible for FEMA to show this area as being outside the SFHA and so these areas have been incorrectly included in the SFHA on the FIRM.
- Recognizing that these situations do occur, FEMA established administrative procedures to change the designation for these properties on the FIRM. These processes are referred to as the Letter of Map Amendment, or LOMA, process and the Letter of Map Revision Based on Fill, or LOMR, process. Through these processes, an individual who owns, rents, or leases property may submit certain mapping and survey information to FEMA and request that FEMA issue a document that officially removes a property and or structure from the SFHA.
- Information has been submitted to, and accepted by, FEMA to revise the SFHA along the Pike River from northwest of the intersection of Alford Park Drive and Sheridan Road to northeast of the intersection of Alford Park Drive and Seventh Avenue. As a result, FEMA has issued a LOMR with an effective date of May 13, 2014.

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

Kenosha City Plan Commission

FACT SHEET

July 10, 2014

Item 5  
Page 2

**By the Mayor - To Rezone Various properties located in the City of Kenosha in accordance with the Letter of Map Revision to the Federal Emergency Management Agency Flood Insurance Rate Maps with an effective Date of May 13, 2014. (FEMA) (District #1) PUBLIC HEARING**

- Zoning of those properties affected by the LOMR will be revised to reflect the new SFHA shown as part of the LOMR. Changes to the zoning of those properties included:
  - a. Removal of areas currently zoned as FW (Floodway) on portions of the affected parcels.
  - b. Additions to areas within FW (Floodway) zoning district that are currently in other zoning districts.

**RECOMMENDATION:**

A recommendation is made to approve the rezonings based on the LOMR with an effective date of May 13, 2014.



Rich Schroeder, Deputy Director

/u2/acct/cp/ckays/1CPC/2014/JULY10/5Fact-rezone-FEMA-revised.odt

REZONING ORDINANCE NO. \_\_\_\_\_

BY: THE MAYOR

**Zoning:** TO REZONE VARIOUS PROPERTIES LOCATED IN THE CITY OF KENOSHA IN ACCORDANCE WITH THE LETTER OF MAP REVISION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS WITH AN EFFECTIVE DATE OF MAY 13, 2014

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

**Section One:** That the properties located in the City of Kenosha which are in a flood hazard area as shown on Flood Insurance Rate Map Panels: 55059C0089D and 55059C0202D, on file in the Department of Community Development & Inspections with an effective date of June 19, 2012 and corrected by the Letter of Map Revision accompanying FEMA's Case #13-05-8170P, are hereby zoned and districted into the appropriate Floodway District (FW), Floodplain Fringe Overlay District (FFO), or General Floodplain District (GFP).

**Section Two:** This Ordinance shall become effective upon passage, publication and approval by the Wisconsin Department of Natural Resources and Federal Emergency Management Agency.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

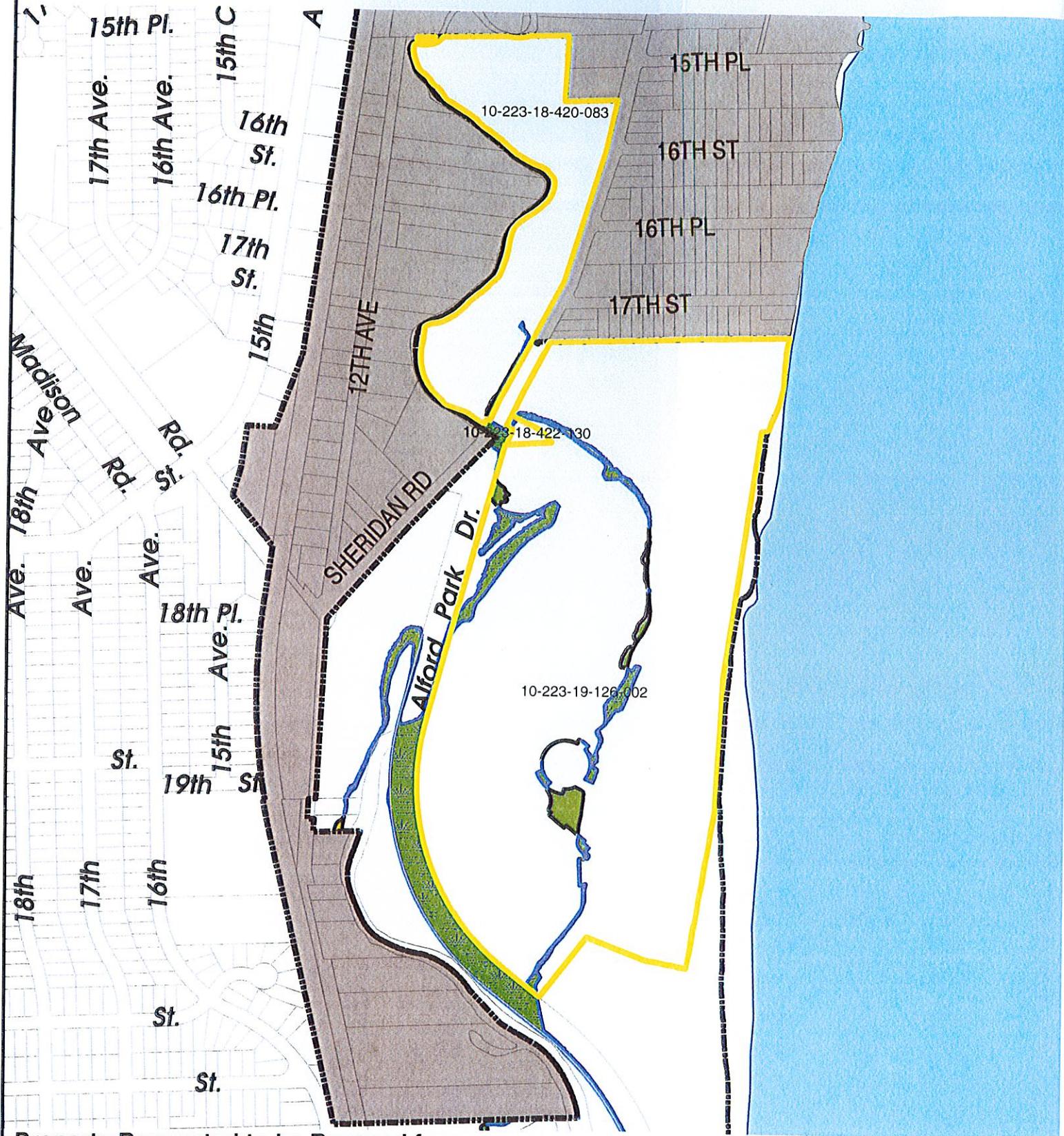
Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

# City of Kenosha

## General Location Map



**Property Requested to be Rezoned from:**

-  FW Floodway to IP Institutional Park
-  FW Floodway to RD Two-Family Residential
-  IP Institutional Park to FW Floodway
-  RD Two-Family Residential to FW Floodway



# City of Kenosha

## General Location Map



**Property Requested to be Rezoned From:**

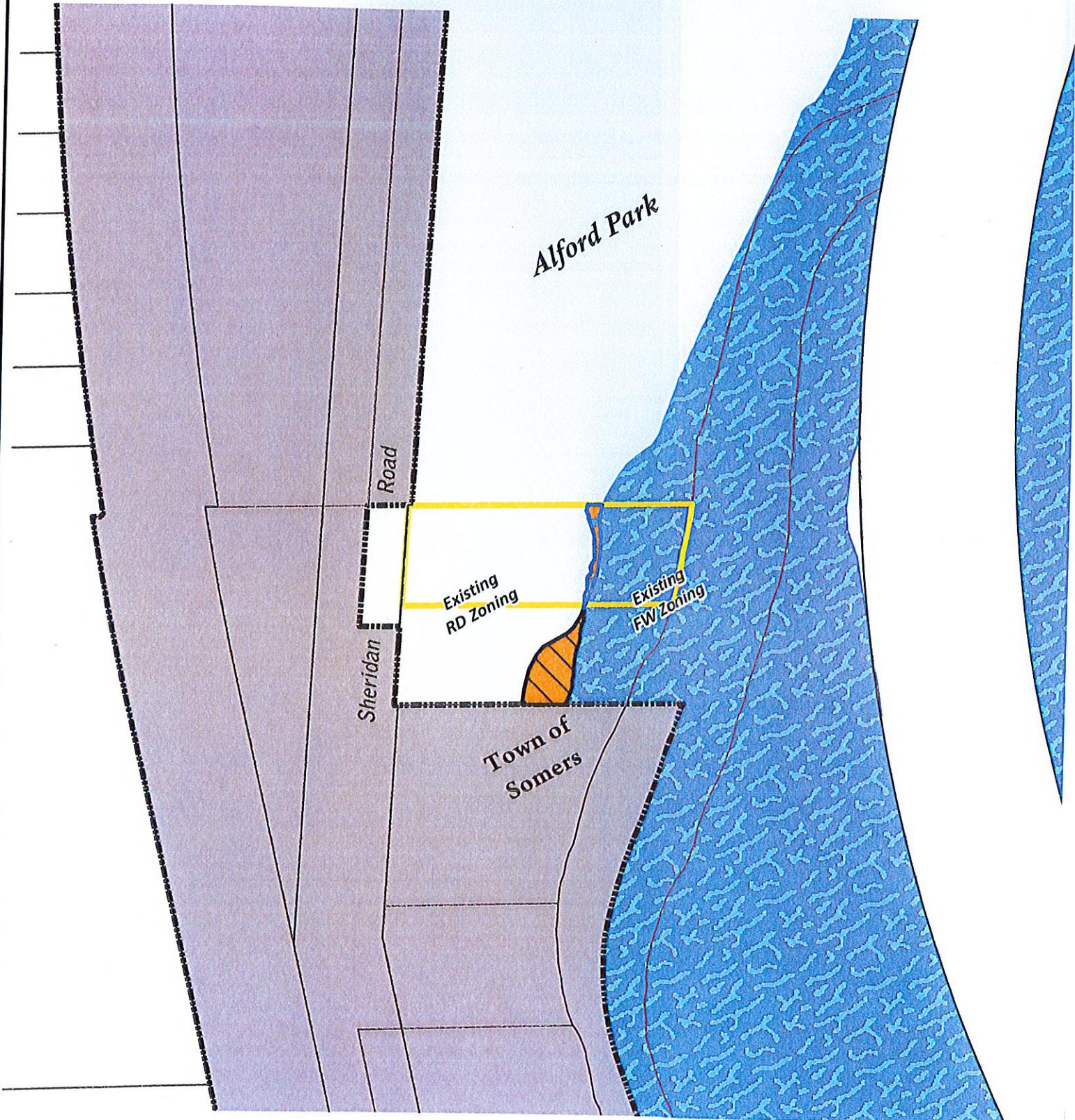
-  FW Floodway to IP Institutional Park
-  FW Flood way to RD Two-Family Residential
-  IP Institutional Park to FW Floodway
-  RD Two-Family Residential to FW Floodway



August 4, 2014 Pg 83  
 0 500  
 Feet

# City of Kenosha

## General Location Map



**Property Requested to be Rezoned From:**

-  FW Floodway to RD Two-Family Residential
-  RD Two-Family Residential to FW Floodway



August 4, 2014 Pg. 84

Feet

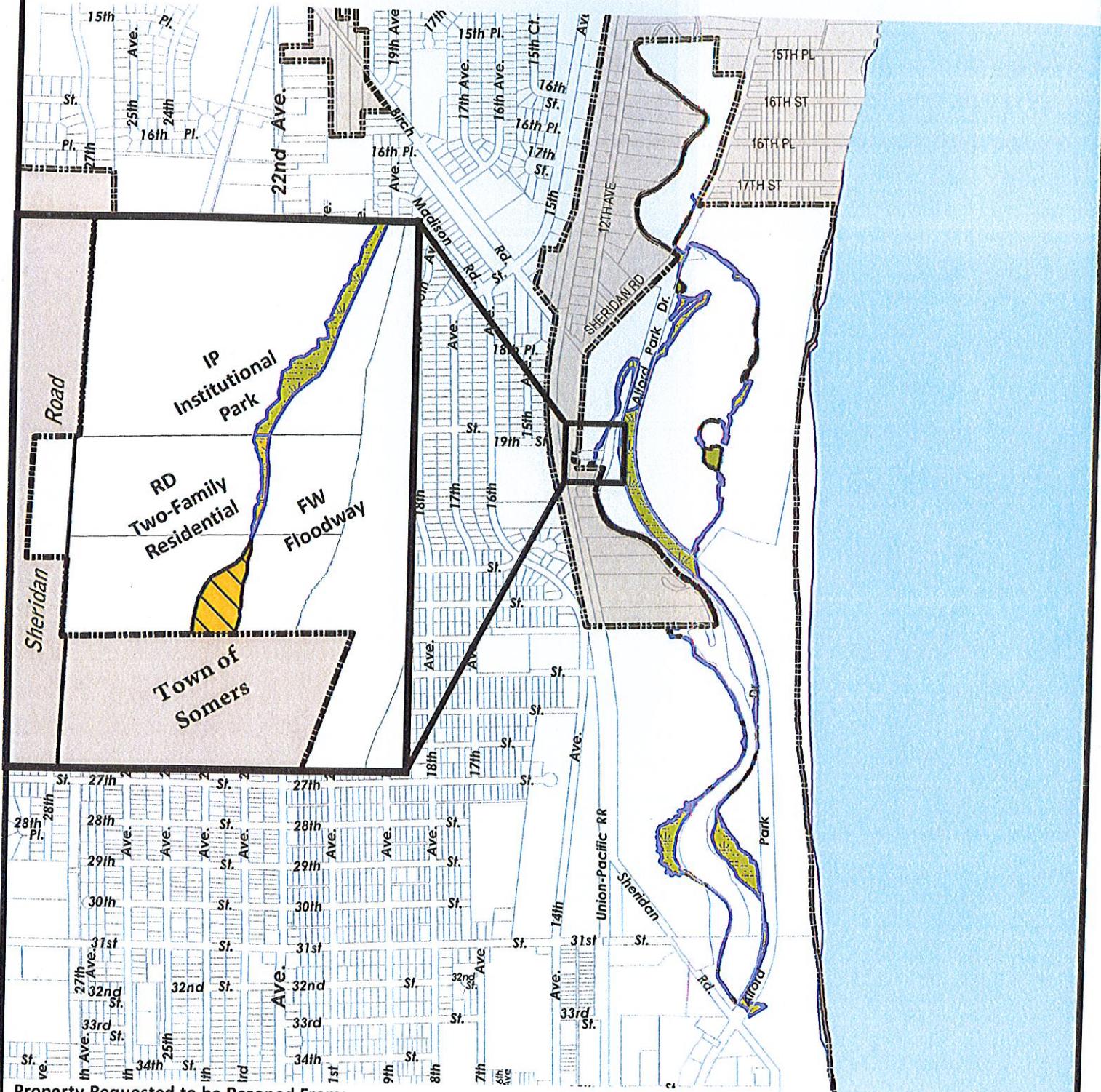
# City of Kenosha

## District Map Rezoning

City Plan Commission petition

Supplement No.   Z4-14  

Ordinance No.                   



**Property Requested to be Rezoned From:**

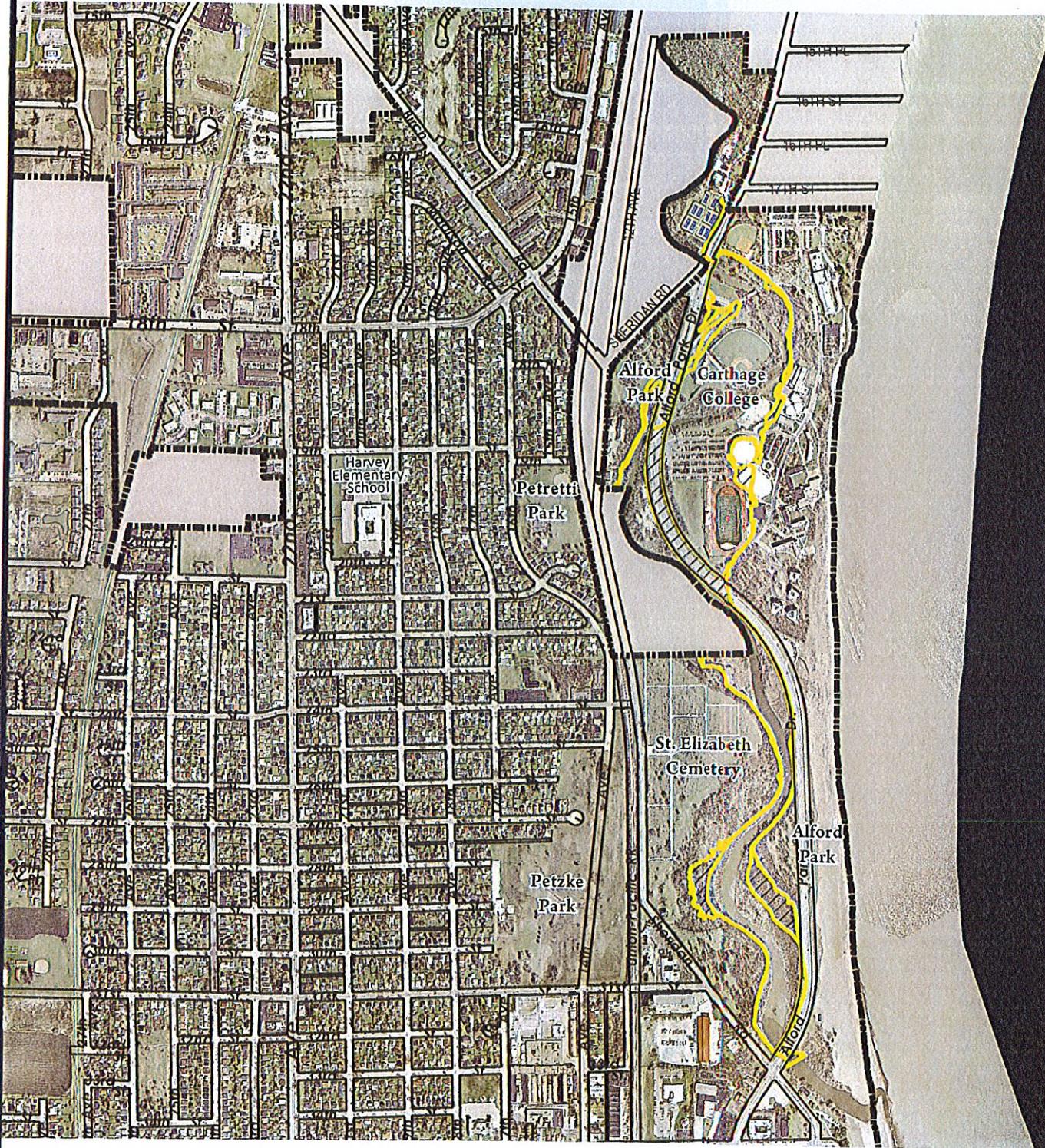
-  FW Floodway to IP Institutional Park
-  FW Flood way to RD Two-Family Residential
-  IP Institutional Park to FW Floodway
-  RD Two-Family Residential to FW Floodway



# City of Kenosha

## Land Use Map

### City Plan Commission Rezoning



Portions of Floodplain  
to be Rezoned



Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	July 24, 2014	Item 8
--	--	---------------	--------

**By the City Plan Commission: Petition to rezone property located at the northwest corner of 55<sup>th</sup> Street and 22<sup>nd</sup> Avenue from B-2 Community Business District to Rg-2 General Residential District (City of Kenosha) (District #7) PUBLIC HEARING**

**LOCATION/SURROUNDINGS:**

Site: Northwest corner of 55<sup>th</sup> Street and 22<sup>nd</sup> Avenue  
 Neighborhood: Columbus West

Vicinity Zoning/Land Use

North: Rg-2/Single-Family Residential

East: IP, B-2/Columbus Park, Vacant Commercial

South: Rg-2/Vacant

West: Rg-2/Single-Family Residential

**NOTIFICATIONS/PROCEDURES:**

The Alderperson of the district, Alderperson Juliana, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

**ANALYSIS:**

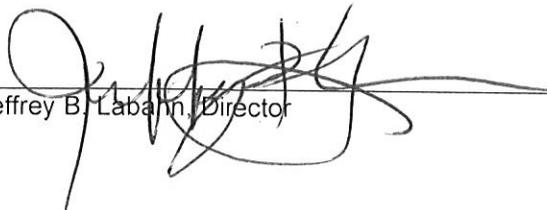
- At the meeting of the City Plan Commission on July 10, 2014, the City Plan Commission initiated the rezoning of the City-owned piece of property located at the northwest corner of 55<sup>th</sup> Street and 22<sup>nd</sup> Avenue. The request is to rezone the property from B-2 Community Business District to Rg-2 General Residential District. The purpose of the rezoning is to zone the land in conformance with the adopted *Comprehensive Plan for the City of Kenosha: 2035* which lists the site as *Medium-High Density Residential*. The plan would then be to deed the land over to the adjacent land owner to the west. Currently the City maintains this piece of property which is unbuildable. Deeding the property over to the adjacent land owner would transfer maintenance responsibilities of the property from the City to the private property owner.
- This piece of property used to be part of a parking lot that continued north. The parking lot was removed and replaced with grass when the three City homes were constructed to the north of this site. Since that time, the City has mowed the grass and shoveled the sidewalks.

**RECOMMENDATION:**

Since the proposed rezoning will be compatible with the *Comprehensive Plan for the City of Kenosha: 2035*, a recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-BW-rezone-7-24-14.odt

REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: CITY PLAN COMMISSION

To Rezone Property at the northwest corner of 55<sup>th</sup> Street and 22<sup>nd</sup> Avenue from B-2 Community Business District to RG-2 General Residential District in Conformance with Section 10.02 of the Zoning Ordinance (City Plan Commission) (District #7)

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

**Section One:** That the land shown on the attached Supplement Map No. Z5-14 be, and the same hereby is, zoned and districted as indicated on said map.

**Section Two:** This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor Date: \_\_\_\_\_

Passed:

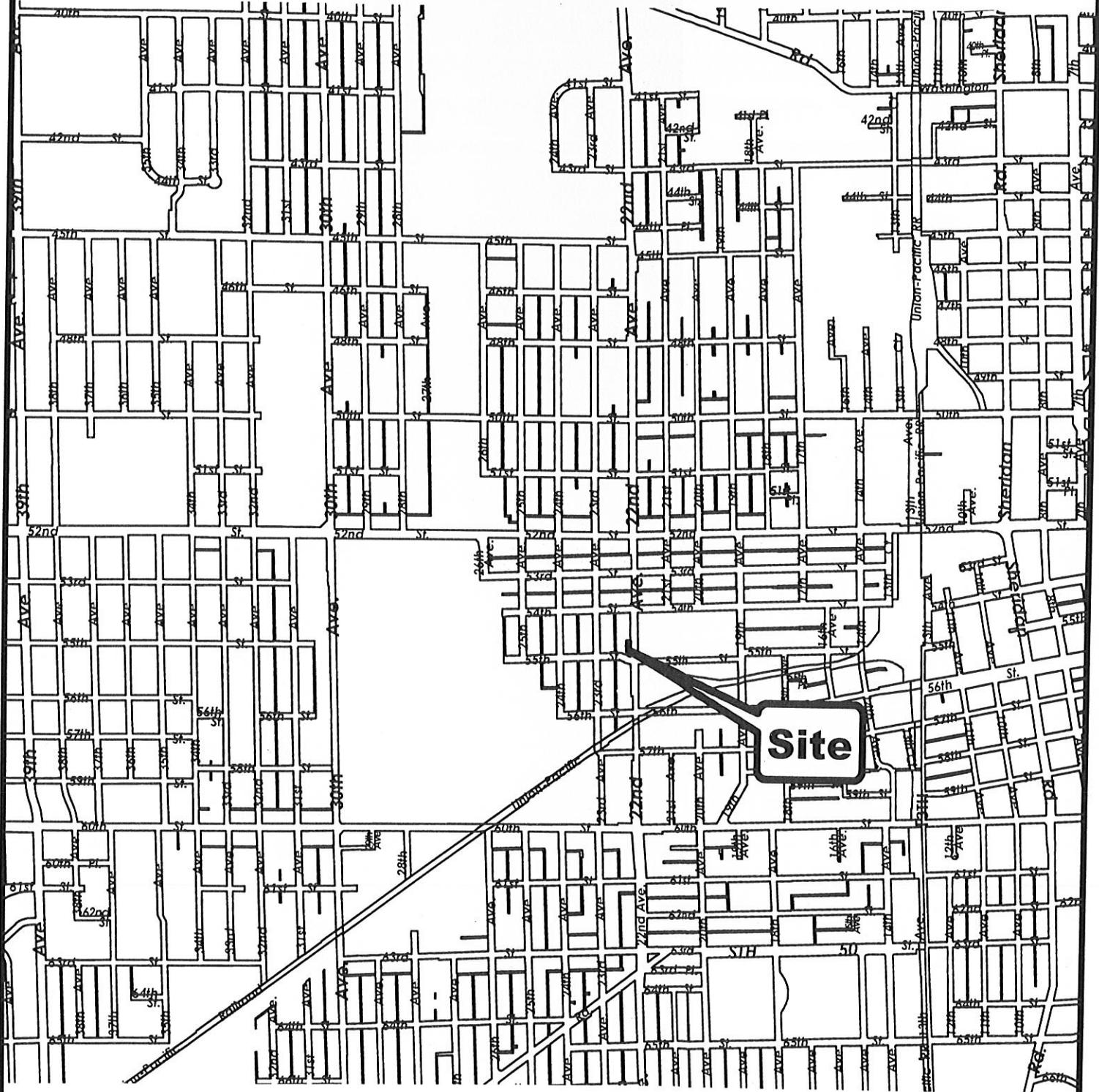
Published:

Drafted by:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# City of Kenosha

## Vicinity Map

### City of Kenosha rezoning



Property requested to be rezoned



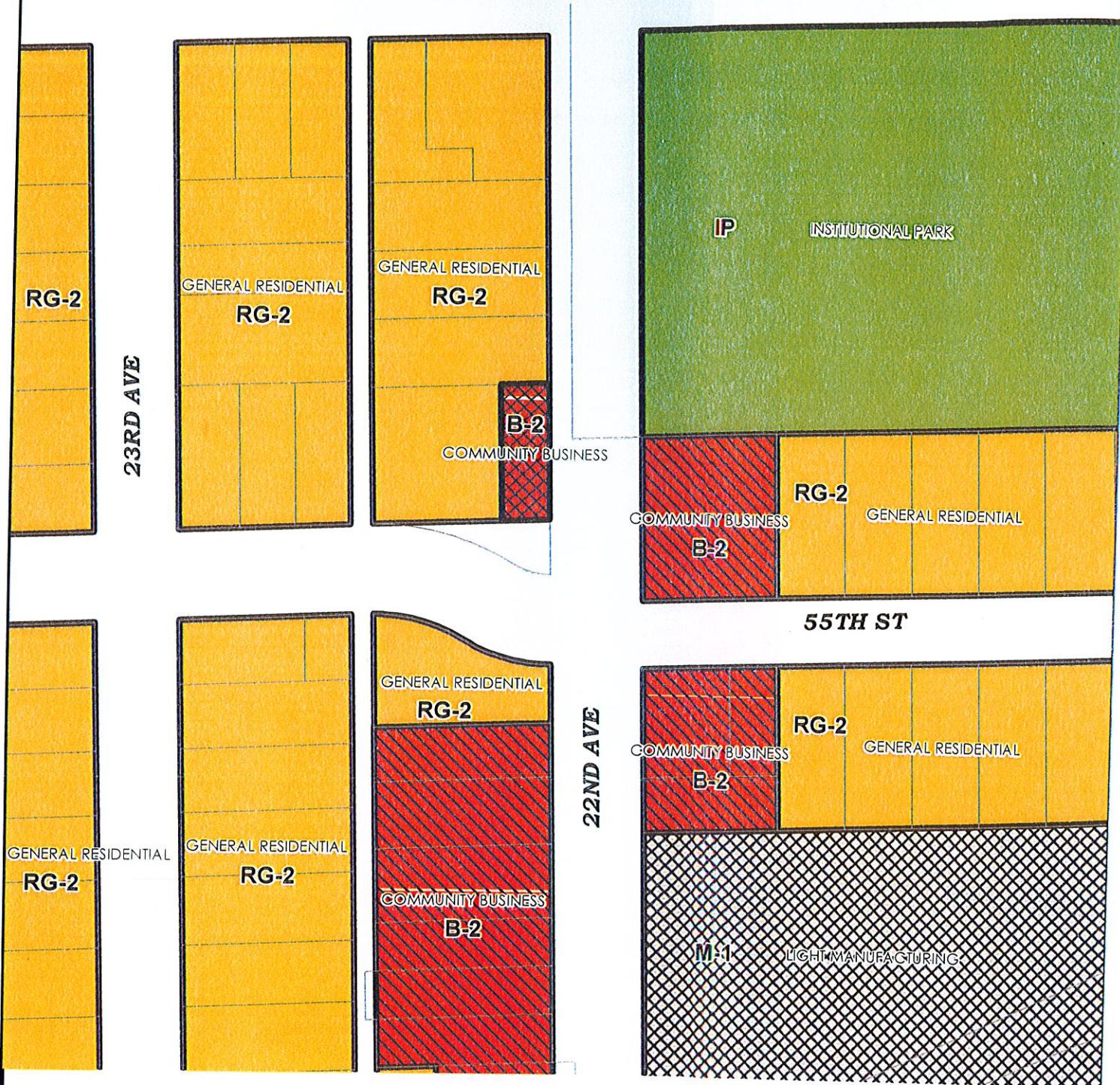
0 300 600 900 1,200 Feet

City of Kenosha

District Map  
Rezoning

Supplement No. Z5-14  
Ordinance No. \_\_\_\_\_

City Plan Commission petition

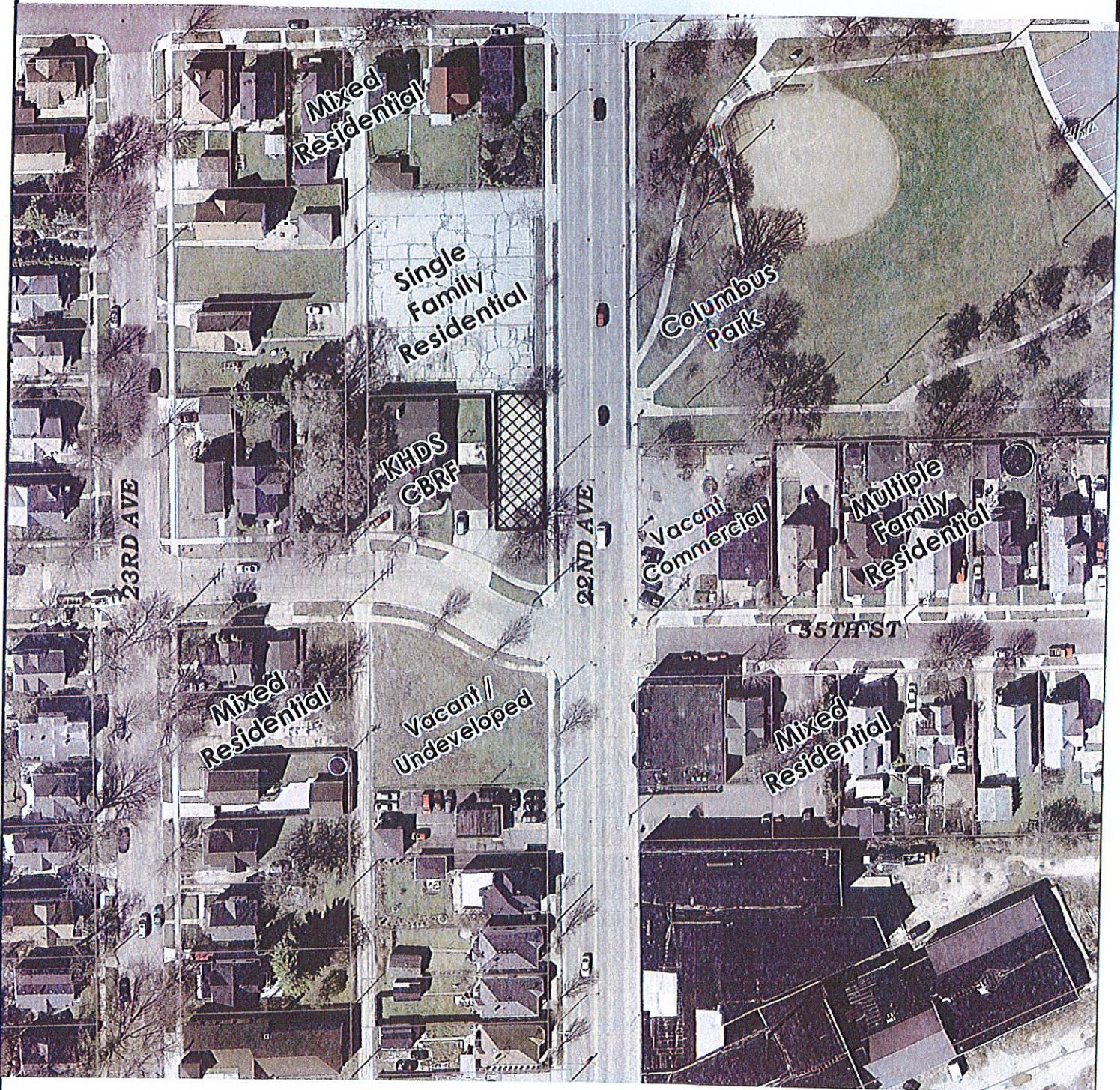


**Property Requested to be Rezoned from:**

 B-2 Community Business to  
RG-2 General Residential



*City of Kenosha*  
**Land Use Map**  
**City of Kenosha Rezoning**



 **Property Requested to be Rezoned**



·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

July 14, 2014

### Notice of Public Hearing

#### *Rezoning of property located at 55th Street and 22nd Avenue (City of Kenosha)*

The City Plan Commission will hold a public hearing on a Petition initiated by the City Plan Commission to rezone property at the northwest corner of 55th Street and 22nd Avenue, owned by the City of Kenosha. The proposed rezoning would amend the zoning on the property from *B-2 Community Business District* to *RG-2 General Residential District*. The rezoning request is to zone the property in conformance with the *City of Kenosha Comprehensive Land Use Plan: 2035* as a residential property.

The public hearing will be held at the City Plan Commission meeting as follows:

**Thursday, July 24, 2014 at 5:00 p.m.**  
**Municipal Building**  
**625 52nd Street - Room 202**  
**Kenosha, WI 53140**

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a protest petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, August 21, 2014 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org) or at 262.653.4049.

BW:kas  
Enclosure

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: ALDERPERSON ANTHONY KENNEDY**

TO REPEAL AND RECREATE SUBSECTION 1.025 C OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF KENOSHA REGARDING ATTIRE FOR MEMBERS AT MEETINGS OF THE COMMON COUNCIL

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

**Section One:** Subsections 1.025 C of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**C. Requirement.** All members of the Common Council shall wear proper attire to all regular meetings of the Common Council and Committee of the Whole meetings. **Business casual is optional attire for regular meetings of the Common Council and for meetings of the Committee of the Whole, during the months of June, July, August, and September.** During committee meetings of the Finance Committee, Public Works Committee, Board of Water Commissioners, Storm Water Utility Committee, Public Safety and Welfare Committee, Board of Park Commissioners, and License and Permit Committee, business casual attire shall be worn.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

Kenosha City Plan Commission

FACT SHEET

July 10, 2014

Item 6

By the City Plan Commission - To Repeal and Recreate Subsection 3.02 A. of the Zoning Ordinance for the City of Kenosha Regarding Incorporation. PUBLIC HEARING

**LOCATION/SURROUNDINGS:**

N/A

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority.

**ANALYSIS:**

- The Zoning Ordinance change incorporates any Letters of Map Revision (LOMR) that are approved by FEMA from time to time.

**RECOMMENDATION:**

A recommendation is made to approve the Zoning Ordinance.



Rich Schroeder, Deputy Director

/u2/acct/cp/ckays/1CPC/2014/JULY10/6Fact-zo-302-IncZonMap.odt



Jeffrey B. Labahn, Director

DRAFT 06/19/14

SPONSOR: CITY PLAN COMMISSION

**TO REPEAL AND RECREATE SUBSECTION 3.02 A. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA REGARDING INCORPORATION**

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

**Section One:** Subsection 3.02 A. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

**A. Incorporation.** The Official Zoning Map, the Flood Insurance Rate Maps and the Kenosha Regional Airport Zoning and Height Limitation Map are incorporated herein by reference and are deemed a part of this Ordinance as if fully set forth herein. Said maps shall be available to the public in the Department of Community Development and Inspections. The Flood Insurance Rate Map which will be effective June 19, 2012, Panel Numbers 55059C0088D, 55059C0089D, 55059C0177D, 55059C0178D, 55059C0179D, 55059C0181D, 55059C0182D, 55059C0183D, 55059C0184D, 55059C0192D, 55059C0201D, 55059C0202D, 55059C0204D, 55059C0208D, 55059C0211D, 55059C0212D, 55059C0216D, with corresponding profiles that are based on the Flood Insurance Study which will be effective June 19, 2012, 55059CV001A & 55059CV002A are incorporated by reference and are deemed as part of this Ordinance as if fully set forth herein; including revisions made thereto by letters of map revision issued by the United States Federal Emergency Management Agency; said maps and revisions shall be on file in the office of the Department of Community Development and Inspections for the City of Kenosha, Wisconsin.

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

ATTEST: \_\_\_\_\_ City Clerk  
Debra L. Salas

APPROVED: \_\_\_\_\_ Mayor  
Keith G. Bosman

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT  
WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS  
MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

July 30, 2014

To: Eric Haugaard, Chairman  
Public Works Committee

From: Shelly Billingsley, P.E.  
Deputy Director of Public Works / City Engineer

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT-10-001 “Overpass Painting” in the Amount of \$45,000 and Decreasing OT-14-004 “Downtown Street Lighting Upgrade” in the Amount of \$45,000 for a net change of \$0.***

**BACKGROUND INFORMATION**

Staff requested a CIP Amendment be drafted by Finance to amend the CIP for 2014 to allow for additional funds to be allocated to Overpass Painting to complete the Anti-Graffiti Coating on all bridges.

**RECOMMENDATION**

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2014 by Increasing OT-10-001 “Overpass Painting” in the Amount of \$45,000 and Decreasing OT-14-004 “Downtown Street Lighting Upgrade” in the Amount of \$45,000 for a net change of \$0.

RESOLUTION NO. \_\_\_\_\_

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2014  
By Increasing OT10-001 "Overpass Painting" in the Amount of \$45,000 and Decreasing  
OT14-004 "Downtown Street Lighting Upgrade" in the Amount of \$45,000 for a Net Change of \$0

WHEREAS, Public Works would like to award an anti-graffiti coating project piece to the  
overpass painting project; and

WHEREAS, the above amendment to the Capital Improvement Program has been  
approved by the Public Works Committee and the Finance Committee on August 4, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,  
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
OT-10-001	Overpass Painting (2014)	154,615	45,000	199,615
OT-14-004	Downtown Street Lighting Upgrade (2014)	69,949	(45,000)	24,949

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipOT-10-001.7.25.14)

**RESOLUTION NO.  
BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #55-14  
SNOW REMOVAL FROM SIDEWALKS**

**PROJECT #13-001**

WHEREAS, Resolution #55-14 for Project #13-001 (Citywide Locations) in the amount of \$31,891.74 was passed by the Kenosha Common Council on June 2, 2014,

WHEREAS, it has been determined that a special assessment against Parcel #07-222-24-251-064 in the amount of \$237.40 for snow removal from sidewalks was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$31,891.74 to \$31,654.34.

Passed this 4<sup>th</sup> day of August, 2014.

Approved:

---

Keith G. Bosman, Mayor

Attest:

---

Debra L. Salas, City Clerk-Treasurer

Debra L. Salas  
City Clerk - Treasurer

Karen J. Forsberg  
Deputy City Clerk-Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

July 14, 2014

Robert S. Newell, Jr.  
3800-19<sup>th</sup> Avenue  
Kenosha, WI 53140

Re: Request to Rescind Snow Removal Special Assessment-\$446.00  
Parcel 11-223-30-327-017  
3800-19<sup>th</sup> Avenue

Dear Mr. Newell:

Your request to rescind the above referenced special assessment will be reviewed by the Finance Committee and Common Council on July 21, 2014:

**Finance Committee - 6:00 pm - Room 204**  
**Common Council - 7:00 pm - Room 200**

Please attend both meetings. Should you have any questions do not hesitate to contact me.

Sincerely,

Debra L. Salas  
City Clerk-Treasurer

C: Alderperson Paff  
Mike Lemens-Public Works Director

7-14-14

KRISTIN -  
Please assemble

~~more~~ pertinent documents

Robert Newell  
3800-19<sup>th</sup> Avenue  
Kenosha, WI 53140

Kenosha Finance Committee c/o  
Kenosha city Clerk

I respectfully request for consideration that all costs incurred in "parcel # 11-223-30-327-017" be rescinded, or a future agenda vote be conducted by the Kenosha finance committee, also that it be conducted prior to a final action by the Kenosha Common Council.

The debt due for payment must be rescinded for the following reasons:

- #1. The incurred snow removal charges listed on documents received "see Attached" are for a new home I purchased on February 24<sup>th</sup> 2014, under Wisconsin law the lien on any home must be free of all debts incurred by the seller of every property unless otherwise specifically stated in the purchase agreement.
- #2. As of February 24<sup>th</sup> the city of Kenosha was notified that a free and clear title was submitted to purchase the property at 3800-19<sup>th</sup> Avenue Kenosha, WI 53140, and the city of Kenosha was paid a snow removal fee leaned against this address, and the city was satisfied. Title transfer then took place being free of all debts incurred by previous owners of said property.
- #3. Having spoken to the Clerks Office prior to this request as well as a simple resolution offered to rescind "parcel # 11-223-30-327-017", it is clear that the issue cannot be resolved without a review of the parcel itself "see Attached", the title and the city's handling of the title mortgage request "see Attached", and the proof of the owner incurred debts prior to closing the purchase of my home see attached".

The billing date of "parcel # 11-223-30-327-017" is 07/01/2014, prior to any interest, liens, credit reporting procedures, or public records held in the request for this debt to be withdrawn by the Kenosha Finance committee or Kenosha Common Council, the Kenosha City Treasurer shall be notified of the request for consideration in this matter and halt any further action until a final decision to the ownership of this debt has been clearly established by all parties.

Thank you and hopefully this issue can be resolved quickly for all parties.

Respectfully, Robert S. Newell Jr.



6-25-14

August 4, 2014 Pg. 100

**CITY OF KENOSHA  
OFFICE OF THE CITY TREASURER  
625 - 52ND STREET - ROOM 105  
KENOSHA, WI 53140  
SPECIAL ASSESSMENT or SPECIAL CHARGE BILL**

*Clear 8/16/14  
2/15/14*

ROBERT S NEWELL JR  
3800 19TH AVE  
KENOSHA, WI 53140

BILLING DATE: 07/01/14

PARCEL NO. 11-223-30-327-017

**FOR** RESOLUTION: 055-14 **DUE BY** JULY 31, 2014  
INST. OF .000 FT. OF SNOW REMOVAL WITHOUT INTEREST  
**PROPERTY**  
03800 019 AV

LOT 1 & N 21 FT OF LOT 2 BLK  
8 HOOD'S 2ND ADD PT SW 1/4  
SEC 30 T 2 R 23  
DOC#1443120  
DOC#1500954  
DOC#1531874  
DOC#1721798

**AMOUNT DUE\*** 446.00

**\*AMOUNT DUE IF PAID BY DATE ABOVE**

TAX BILL YEAR	AMOUNT	
2014	462.73	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	462.73	

7.5%.

Interest Included if not paid by November 30<sup>th</sup> of this year.

**If this bill is not paid in full by November 30<sup>th</sup> of this year, this assessment or charge will automatically be placed on your real estate tax bill for the year and amount(s) shown above. Interest is included at 7.5%.**

**If paid by check, receipt is contingent on check being paid by bank on which it is drawn. Partial payments of this bill are not allowed.**

**If you have questions regarding this bill, please contact the Department of Public Works at 262-653-4050.**

LT-132568

Document Number

STATE BAR OF WISCONSIN FORM 1-2000  
WARRANTY DEED

**This Deed, made between, Nabil #1 LLC, Grantor, and, Robert S. Newell, Jr., Grantee.**  
Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Kenosha County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum)

Lot 1 and the North 21 feet of Lot 2 in Block 8 of Hood's Second Addition, being part of the North Half of the Southwest Quarter and the South Half of the Northwest Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

For Informational Purposes Only  
Tax Key No. 11-223-30-327-017

Property Address: 3800 19th Avenue, Kenosha, WI 53140

Together with all appurtenant rights, title and interests

Grantor warrants that the title to the property is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restriction and covenants, general taxes levied in the year of closing.

Dated this 24<sup>th</sup> day of February, 2014.

*Witnessed by Attorney in Fact*  
Nabil #1 LLC  
By: Ola Ahmad, sole member, by: Hussein Kanan, Attorney in fact

Recording Area

Name and Return Address  
Robert S. Newell, Jr.

3800 19th Ave  
Kenosha, WI 53140

11-223-30-327-017

Parcel Identification Number (PIN)  
This is not homestead property.



DOCUMENT  
1721798

RECORDED

At Kenosha County, Wisconsin WI 53140  
Joë Lynn L. Storz, Registrar of Deeds  
February 26, 2014 12:57 PM  
\$30.00

Trans Fee \$162.00  
Pages 1

AUTHENTICATION

Signature(s) \_\_\_\_\_

Authenticated this \_\_\_\_\_ day of \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_)  
Authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Hussein Kanan

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN )

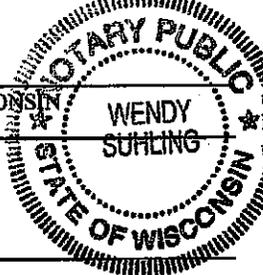
ss.

Kenosha County

I personally came before me this 24<sup>th</sup> day of February, 2014 the above named Nabil #1 LLC, By: Ola Ahmad, sole member, by: Hussein Kanan, Attorney in Fact to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date 5-18-14)



TRANSFER FEE  
\$162.00

*COPY #3*

201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	43,200.00	502. Settlement charges to seller (line 1400)	4,624.88
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Lender Credit For RESPA Cure	157.10	504. Payoff 1st Mtg. Ln. Tahner Bank & Trust	17,786.69
205. Closing Cost Rebate	690.00	505. Payoff 2nd Mtg. Ln.	
206. Origination Credit	480.00	506. Property Tax-2010-2012 Delinquent Taxes	23,917.03
207.		507. City Taxes-2013 Taxes	6,542.86
208. Seller's Paid Owners Policy	394.00	508. Seller's Paid Owners Policy	394.00
209.		509.	
<b>Adjustments For Items Unpaid By Seller:</b>		<b>Adjustments For Items Unpaid By Seller:</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/14 to 02/24/14	525.94	511. County taxes 01/01/14 to 02/24/14	525.94
212. Assessments to		512. Assessments to	
213. Towards Potential Snow Removal Asmt not billed yet	208.60	513. Towards Potential Snow Removal Asmt not billed yet	208.60
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower:</b>	<b>46,155.64</b>	<b>520. Total Reductions In Amount Due Seller:</b>	<b>54,000.00</b>
<b>300. Cash At Settlement From/To Borrower:</b>		<b>600. Cash At Settlement From/To Seller:</b>	
301. Gross amount due from borrower (line 120)	56,636.83	601. Gross amount due to seller (line 420)	54,000.00
302. Less amount paid by/for borrower (line 220)	46,155.64	602. Less reductions in amount due seller (line 520)	54,000.00
<b>303. Cash (<input checked="" type="checkbox"/>FROM) (<input type="checkbox"/>TO) Borrower:</b>	<b>10,481.19</b>	<b>603. Cash (<input type="checkbox"/>TO) (<input type="checkbox"/>FROM) Seller:</b>	<b>0.00</b>

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Previous editions are obsolete

Page 1 of 4

HUD-1

#2

COPY



**A. SETTLEMENT STATEMENT (HUD-1)**

**B. TYPE OF LOAN**

1.  FHA      2.  RHS      3.  CONV. UNINS.  
 4.  VA      5.  CONV. INS.  
 6. FILE NUMBER:      7. LOAN NUMBER  
 LT-132568      1144030740  
 8. MORTGAGE INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Robert S. Newell, Jr.  
6617 21st Avenue, Kenosha, WI 53143

E. NAME & ADDRESS OF SELLER: Nabil #1 LLC

F. NAME & ADDRESS OF LENDER: JPMorgan Chase Bank, N.A.  
3050 Highland Parkway, 7th Floor, Downers Grove, IL 60515

G. PROPERTY LOCATION: 3800 19th Avenue, Kenosha, WI 53140

H. SETTLEMENT AGENT: Landmark Title Corporation  
PLACE OF SETTLEMENT: 3501 30th Avenue, Kenosha, WI 53144 (262) 658-2066

I. SETTLEMENT DATE: 2/24/2014 CLOSING DATE: 2/24/2014 DISBURSEMENT DATE: 2/24/2014

**J. Summary of Borrower's Transaction      K. Summary of Seller's Transaction**

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower:</b>		<b>400. Gross Amount Due To Seller:</b>	
101. Contract sales price	54,000.00	401. Contract sales price	54,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)	2,636.83	403.	
104.		404.	
105.		405.	
<b>Adjustments For Items Paid By Seller In Advance:</b>		<b>Adjustments For Items Paid By Seller In Advance:</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower:</b>	<b>56,636.83</b>	<b>420. Gross Amount Due To Seller:</b>	<b>54,000.00</b>

*Copy #1*

SA0L3PAY

SPECIAL ASSESSMENTS

03 JUL 14 14:45 CDEBS

NAME: ROBERT S NEWELL JR  
 ADDRESS: 3800 019 AV  
 PROJECT NO. 13-001 TYPE 09 S.A. TYPE: SNOW REMOVAL  
 BREAK 0 ORDER # 000 STREET 019V PARCEL NO. 11-223-30-327-017-0

OLD PARCEL  
 00-000-00-000-000-0

RESOLUTION NUMBER	FILE TYPE	ORIGINAL YEARS	REMAINING YEARS	ANNUAL INTEREST RATE	EFFECTIVE BILLING DATE
055-14	A	01	01	07.5	07/01/14

MONTHLY INT CHARGED	ORIGINAL ASMT DUE	JAN 1 BALANCE DUE	ACCRUED INTEREST	TO BE APPLIED TO TAX ROLL
2.79	\$446.00	\$0.00	\$0.00	\$446.00

CURRENT BALANCE DUE	\$446.00	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

SA0L3S

03 JUL 14 14:45 CDEBS  
GENERAL INFO SCREEN

SPECIAL ASSESSMENTS VIEW  
SNOW REMOVAL

NAME: ROBERT S NEWELL JR  
ADDRESS: 03800 019 AV  
PROJECT NO. 13-001 TYPE 09  
ORDER # 0000 STREET 019V PARCEL NO. 11-223-30-327-017-0 000

FILE TYPE	TAX YEAR	# OF YRS	ANNUAL INTEREST	TYPE	RESOLUTION NUMBER	DATE	BILL DATE
A	2014	01	07.5	F	055-14	06/02/14	07/01/14
				ADMIN FEE	AMOUNT	TOTAL ASMT	
				140.00	306.00	\$446.00	

X SNOW CLEARED ON 1/17/14 & 2/15/14

MSG-WAIT/MENU XMIT/NEXT REC F4/PAY INFO F5/PAY HIST F6/LEGAL (U)

Screen  
print of 1st  
complaint

SCDL1A 03 JUL 14 15:04 PKRISB  
Date:07/03/14 PUBLIC WORKS SNOW COMPLAINTS  
Complainant Name:CDI - ROOM 100  
Addr:00625 052 ST

Property Addr:3800 019 AV 2 Parcel:11-223-30-327-017 Status:C

CMNT:VACANT PROPERTY

---

Taken by:PKRISB Date:01/08/14 Time:10:59

Inspection: No Action XTagged Ordered Cleared Ordered Cleared/Cited  
Inspected by:BK Date:01/10/14 Time:10:15  
CMNT:SIDEWALK NOT CLEARED ON CORNER LOT. TAGGED PROPERTY AND TOOK PICTURES.

---

Follow-up: No Action Tagged XOrdered Cleared Ordered Cleared/Cited  
Follow-up by:AFS Date:01/16/14 Time:09:05  
CMNT:SIDEWALK NOT CLEARED. ORDERED CLEARED.

---

Esc/Exit F1/Prev F2/Next F3/Add F4/Update F7/Print F10/Delete Enter/Cont[ ]

# Sidewalk Clearing

## Notice

City of Kenosha

Public Works

625 - 52<sup>nd</sup> Street, Room 305

Kenosha, WI 53140

(262) 653-4050

Common Council Item M4

July 21, 2014 Page 379

3800 14<sup>th</sup> Ave

Date: 2/12/14 Time: 11:35 AM

SIDEWALKS MUST BE CLEARED

FULL WIDTH

02.12.2014 12:31

3800



Common Council Item M4

July 21, 2014 Page 380

02.12.2014 12:33

August 4, 2014 Pg. 109

Common Council Agenda Item I.2.



Common Council Item M4  
July 21, 2014 Page 381

02.12.2014 12:33

August 4, 2014 Pg. 110

Common Council Agenda Item I.2.



Common Council Item M4  
July 21, 2014 Page 382

02.12.2014 12:33

August 4, 2014 Pg. 111

Common Council Agenda Item I.2.



Common Council Item M4  
July 21, 2014 Page 383

02.12.2014 12:33

August 4, 2014 Pg. 112

Common Council Agenda Item I.2.

JOB NUMBER 14054

DATE ORDERED 1-16-2014

ADDRESS 3800 19<sup>th</sup> ave

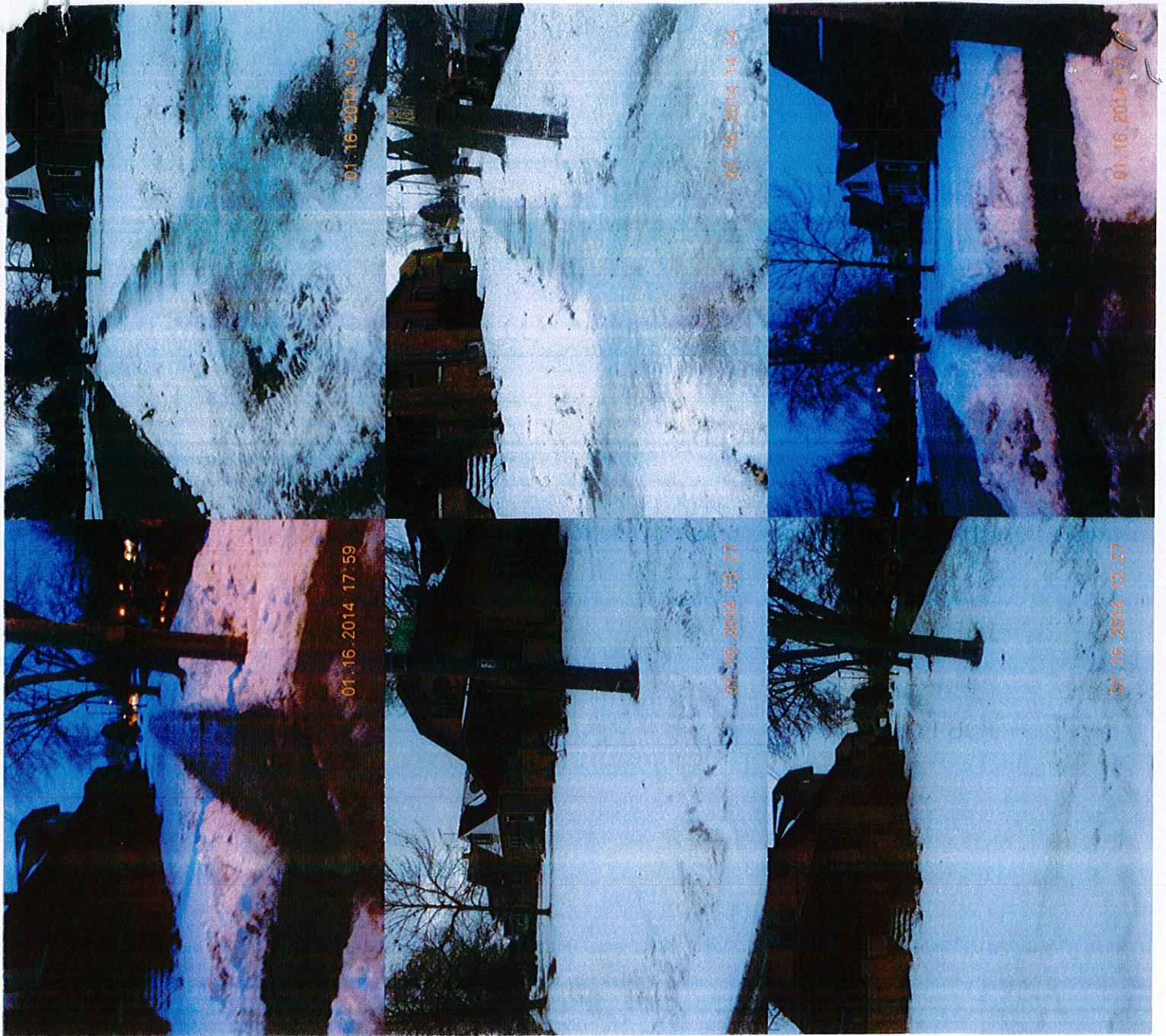
DATE SNOW REMOVED 1-17-2014

LINEAR FOOT 154

JOB COST 138<sup>60</sup>

JOB FOREMAN gm

copy of  
contractor  
invoice +  
before and  
after  
pictures



screen  
print of  
2nd complaint

SCOL1A 03 JUL 14 15:04 PKRISB  
Date:07/03/14 PUBLIC WORKS SNOW COMPLAINTS  
Complainant Name:CDI - ROOM 100  
Addr:00625 052 ST

Property Addr:03800 019 AV 3 Parcel:11-223-30-327-017 Status:C

CMNT:VACANT PROPERTY

Taken by:PKRISB Date:02/11/14 Time:13:45

Inspection: No Action XTagged Ordered Cleared Ordered Cleared/Cited

Inspected by:BK Date:02/12/14 Time:11:35

CMNT:SIDEWALK NOT CLEARED ON THIS CORNER LOT. TAGGED AND TOOK PICTURES.

Follow-up: No Action Tagged XOrdered Cleared Ordered Cleared/Cited

Follow-up by:AFS Date:02/14/14 Time:17:00

CMNT:AFS INSPECTED 2/14/14 13:08 PM SIDEWALK IS NOT CLEARED SO WILL ORDER CLEAR  
D. ORDERED CLEARED AT 17:00 PM

Esc/Exit F1/Prev F2/Next F3/Add F4/Update F7/Print F10/Delete Enter/Cont[ ]

Sidewalk Clearing

Notice

City of Kenosha  
Public Works

625 - 52<sup>nd</sup> Street, Room 303  
Kenosha, WI 53140

Common Council Item M4  
July 21, 2014 Page 387

(262) 653-4050

3800 - 19<sup>th</sup> Ave

Date: 1/10/14 Time: 10:15 AM

SIDEWALKS MUST BE CLEARED

FULL WIDTH

Per City Ordinance, Section 5.11, the owner, occupant or party in charge of the property abutting or fronting the sidewalk shall remove and clear away or cause to remove or clear away all snow and ice within 24 hours

01.10.2014 11:18

3800

01.10.2014 11:20

Common Council Item M4 July 21, 2014 Page 388  
August 4, 2014 Pg. 117

Common Council Agenda Item I.2.



Common Council Item M4  
July 21, 2014 Page 389

01.10.2014 11:21

August 4, 2014 Pg. 118

Common Council Agenda Item I.2.



Common Council Item M4  
July 21, 2014 Page 390

01.10.2014 11:22



Common Council Item M4  
July 21, 2014 Page 391

01.10.2014 11:22

JOB NUMBER 14147

DATE ORDERED 2-14-2014

ADDRESS 3800 19<sup>th</sup> Ave

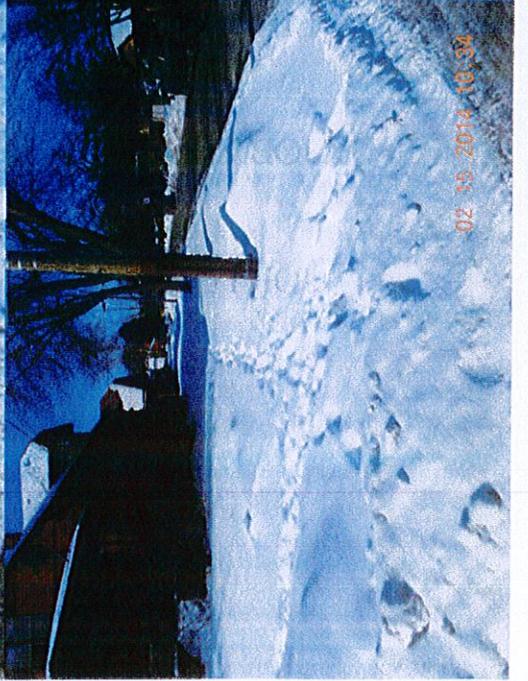
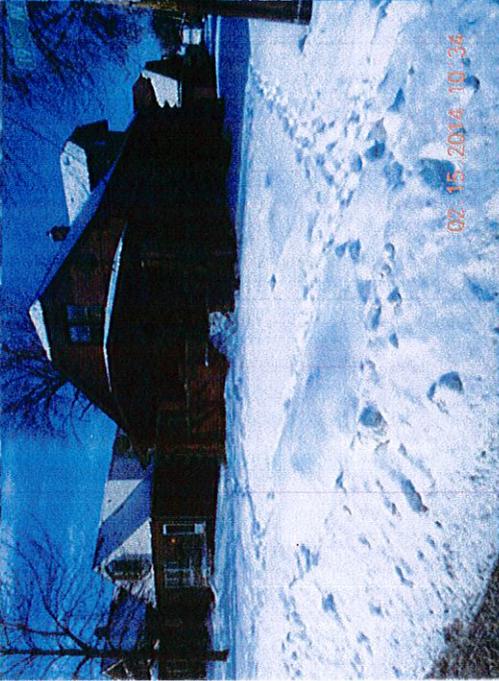
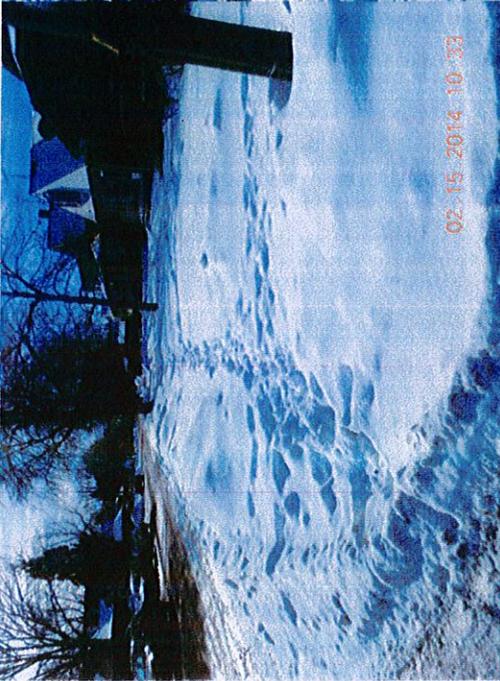
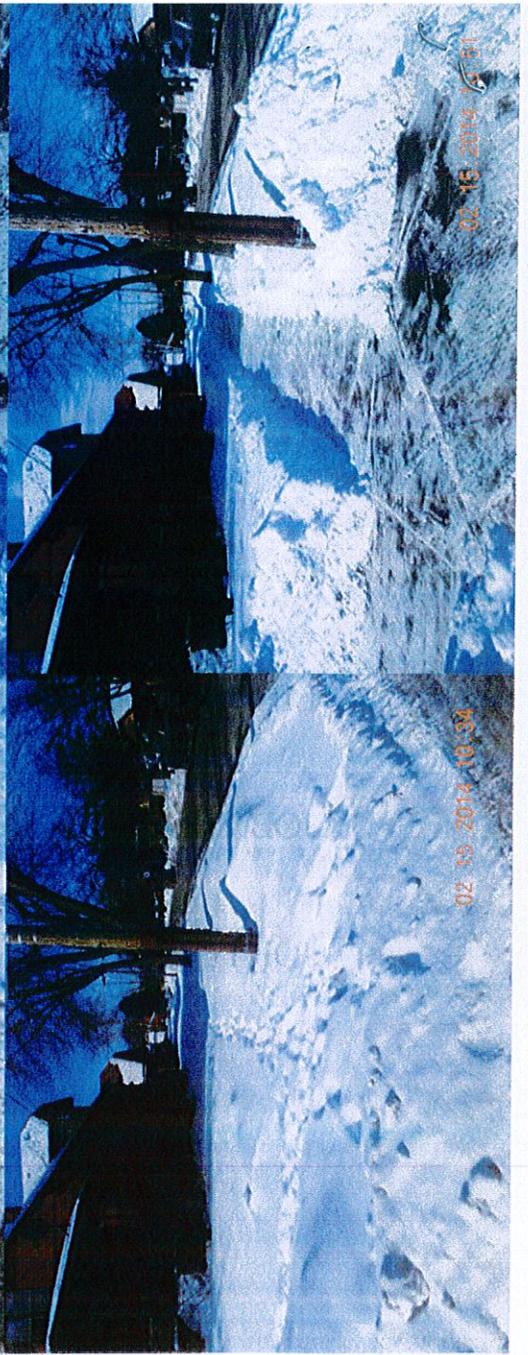
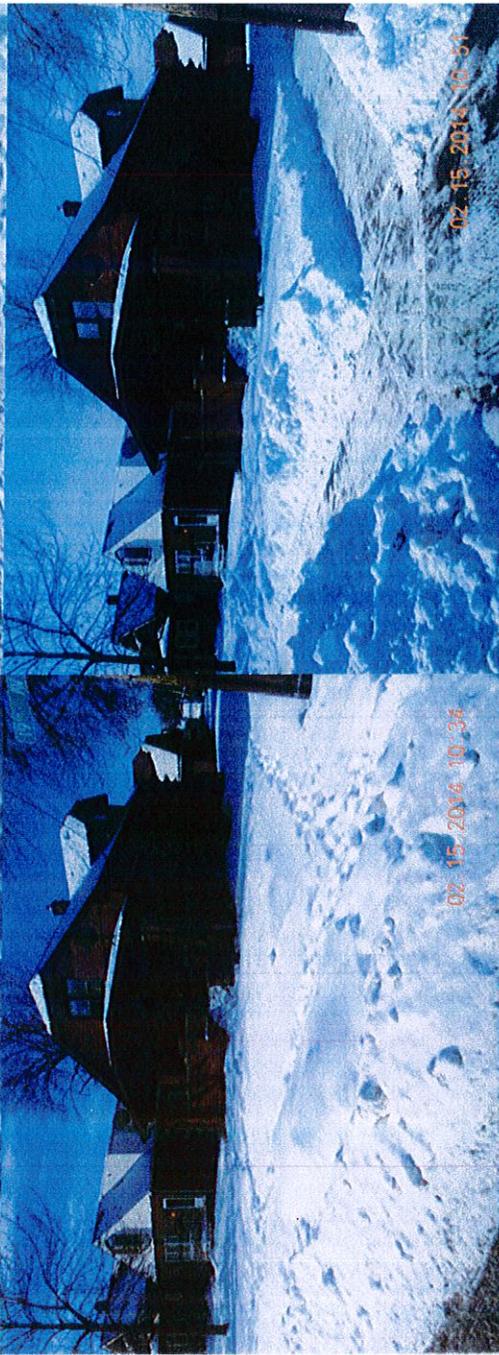
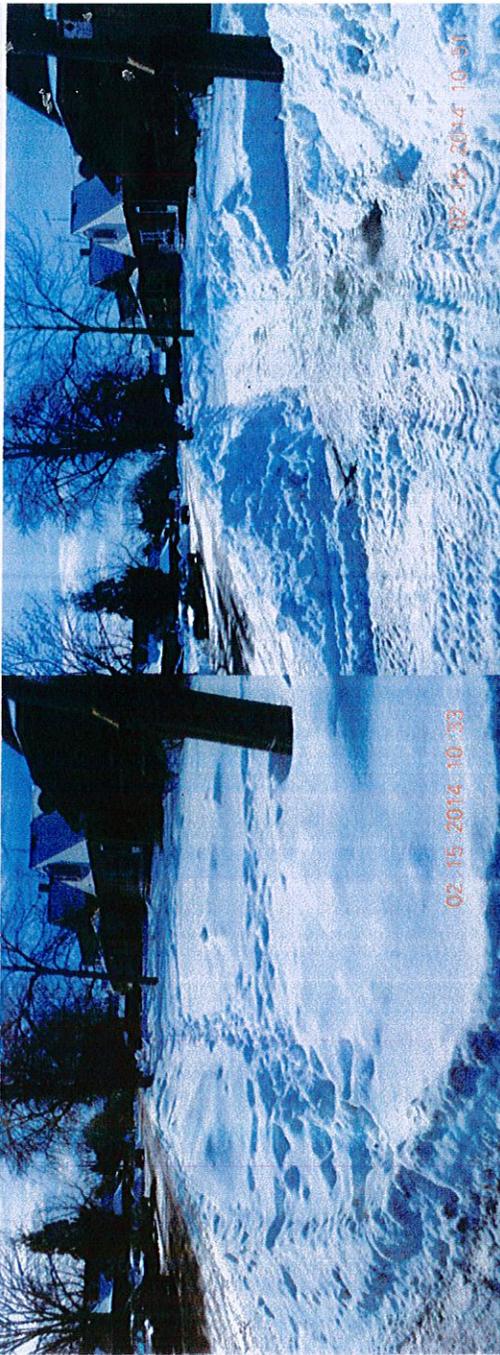
DATE SNOW REMOVED 2-15-2014

LINEAR FOOT 186

JOB COST 167<sup>40</sup>

JOB FOREMAN gm

copy of  
contractor  
invoice +  
before and  
after  
pictures



**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC WORKS**

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

**WHEREAS**, on the **4<sup>th</sup> day of August, 2014**, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

39<sup>th</sup> Avenue – 45<sup>th</sup> Street to Washington Road and 52<sup>nd</sup> Street to 500 feet North

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (“Work”) prior to the start of work on their block, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by

assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out after the first of the year following Work being completed. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 4<sup>th</sup> day of August, 2014.

APPROVED:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA L. SALAS, CITY CLERK/TREASURER

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK

RUN DATE: 07/24/14  
FOR PROJECT: 14-115

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
07-222-25-325-001-0		75.000	
PROPERTY ADDRESS		ADDITIONAL	75.00 @ \$.00 = \$ .00
SMMFLP LIMITED PARTNERSHIP		NUMBER OF SQUARES	
3825 039 AV		HANDICAP RAMP DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
SMMFLP LIMITED PARTNERSHIP		UNIT 1 BRADFORD PLAZA CONDOMINIUMS	
4011 80TH ST		A RE-DIV OF LOT 2 CSM #2181 PT OF	
KENOSHA, WI 53142		SW 1/4 SEC 25 T 2 R 22 PLAT #563	
		DOC#1473951	
		(2007 PT 07-222-25-326-010)	
		DOC#1490495	
		DOC#1691206	
		DOC#1691207	

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PARCEL NUMBER	LOT		
07-222-25-326-009-0			
PROPERTY ADDRESS		NUMBER OF SQUARES	
LIZA REYNOLDS LTD PARTNERSHIP		NO WORK TO BE DONE	
3821 WAS RD			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LIZA REYNOLDS LTP PARTNERSHIP		LOT 1 CSM# 2181 DOC#1178331	
1022 EAST ADAMS		PT SW 1/4 SEC 25 T2 R22	
SPRINGFIELD, IL 62703		(2001 PT 07-222-25-326-005)	
		DOC#1085216	1.04 AC
		DOC #1184828	

-----

PARCEL NUMBER	LOT	575.000	\$3,507.50
07-222-25-327-002-0			
PROPERTY ADDRESS		4" CONC R-R	100.00SF @ \$6.60 = \$660.00
MILLS ENTERPRISES LLC		6" CONC R-R	250.00SF @ \$6.70 = \$1675.00
3807 040 ST		6" DRV APP	175.00SF @ \$6.70 = \$1172.50
		ADDITIONAL	50.00 @ \$.00 = \$.00

MAIL TO ADDRESS	LEGAL DESCRIPTION
MILLS ENTERPRISES LLC	PT SW 1/4 SEC 25 T 2 R 22 COM
4011 80TH ST	638.8 FT S OF NW COR OF SD SEC
KENOSHA, WI 53142	TH S'LY 331.78 FT E'LY 519.14
	FT N'LY 331.78 FT W'LY 519.14
	FT TO BEG EXC N 60 FT & W 33
	FT FOR STREET
	V 1583 P 938
	V 1670 P 909
	DOC #1234012
	DOC #1257225
	DOC #1257226
	DOC #1257227
	DOC #1531694

-----

PARCEL NUMBER	LOT	
07-222-25-351-002-0		
PROPERTY ADDRESS		NUMBER OF SQUARES
WIS ELECTRIC POWER CO		NO WORK TO BE DONE
4401 039 AV		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
WISCONSIN ELECTRIC POWER CO	SW 1/4 SEC 25 T 2 R 22 COM ON	
REAL ESTATE DEPARTMENT -A440	W 1/4 LINE & 223.5 FT N OF SW	
MILWAUKEE, WI 53203-0001	1/4 COR TH E 1339.8 FT N 127	
	FT W 1339.8 FT S 127 FT TO BEG	
	SUBJECT TO ROW ACROSS E 25 FT	

-----

PARCEL NUMBER	LOT	
07-222-25-351-003-0		
PROPERTY ADDRESS		NUMBER OF SQUARES
ATC TRANSPORTATION LLC F/K/A ATC L		NO WORK TO BE DONE
3700 045 ST		
MAIL TO ADDRESS	LEGAL DESCRIPTION	
ATC TRANSPORTATION LLC	SW 1/4 SEC 25 T 2 R 22 COM	
10801 CORPORATE DR	33FT N & 40 FT E OF SW COR OF	
PLEASANT PRAIRIE, WI 53158	SEC TH E 884.85 FT N 190.5 FT	
	W 885.38 FT S 190.5 FT TO BEG	
	DOC#977804	



PARCEL NUMBER                      LOT  
08-222-26-401-011-0

PROPERTY ADDRESS  
DENISE A KENDALL  
3816 039 AV

NUMBER OF SQUARES  
NO WORK TO BE DONE

MAIL TO ADDRESS  
DENISE A KENDALL  
3816 39TH AVE  
KENOSHA, WI 53144

LEGAL DESCRIPTION  
SE 1/4 SEC 26 T 2 R 22 BEG  
146.7 FT S OF NE COR OF SD 1/4  
SEC TH S 110 FT W 271 FT N  
75.2 FT E 120 FT N 34.8 FT E  
151 FT TO PT OF BEG EXC E  
40.02 FT FOR STREET  
DOC #988885  
DOC#1728198

-----

PARCEL NUMBER                      LOT  
08-222-26-401-013-0

PROPERTY ADDRESS  
BANE-NELSON, INC  
4000 039 AV

175.000                                      \$1,172.50  
6" DRV APP    175.00SF @ \$6.70 = \$1172.50  
NUMBER OF SQUARES

MAIL TO ADDRESS  
BANE-NELSON INC  
4019 43RD ST  
KENOSHA, WI 53144-3418

LEGAL DESCRIPTION  
PT SE 1/4 SEC 26 T 2 R 22 COM  
336.7 FT S & 40 FT W OF NE COR  
SD 1/4 TH W 1139.41 FT S  
813.25 FT E 521.67 FT N 145 FT  
E 620 FT TO W LN 39TH AV TH N  
668.3 FT TO BEG 1983 19.25 AC

-----

PARCEL NUMBER                      LOT  
08-222-26-476-002-0

PROPERTY ADDRESS  
WIS ELECTRIC POWER CO  
4400 039 AV

75.000                                      \$495.00  
4" CONC R-R    75.00SF @ \$6.60 = \$495.00  
NUMBER OF SQUARES 3

MAIL TO ADDRESS  
WISCONSIN ELECTRIC POWER CO  
REAL ESTATE DEPARTMENT -A440  
MILWAUKEE, WI 53203-0001

LEGAL DESCRIPTION  
SE 1/4 SEC 26 T 2 R 22 BEG 220  
FT N OF SE COR TH W 1331.34 FT  
N 100.74 FT E 1331 FT S 110 FT  
TO BEG

PARCEL NUMBER            LOT  
 08-222-26-476-006-0

PROPERTY ADDRESS  
 GROSSMAN FAMILY TRUST 25% BOODY &  
 4314 039 AV

NUMBER OF SQUARES  
 NO WORK TO BE DONE

MAIL TO ADDRESS  
 MARK ALAN & LISA BRAVER MOSS  
 300 FRANK H OGAWA PLAZA #30  
 OAKLAND, CA 94612

LEGAL DESCRIPTION  
 PT OF SE 1/4 SEC 26 T 2 R 22  
 COM 330 FT N FROM SE COR SD  
 1/4 SEC TH W 40 FT TO W LINE  
 OF 39TH AVE P O B TH N 288 FT  
 W 367.1 FT TH S 288 FT E 367.1  
 FT TO POB 1978  
 DOC#1010266  
 DOC#1407792

-----

PARCEL NUMBER            LOT  
 08-222-26-478-001-0

150.000

PROPERTY ADDRESS  
 COURTYARD REALTY LLC  
 3900 045 ST

ADDITIONAL    150.00AR @    \$.00 =        \$.00  
 NUMBER OF SQUARES  
 150 SF HANDICAP RAMP DONE AT CITY COST

MAIL TO ADDRESS  
 COURTYARD REALTY LLC  
 425 HUEHL RD UNIT 4-A  
 NORTHBROOK, IL 60062

LEGAL DESCRIPTION  
 SE 1/4 SEC 26 T2 R22 BEG SE COR  
 SD SEC TH W ON S 1/4 LN 263.72  
 FT N 221.84 FT E 263.67 FT TO  
 E 1/4 LN S 220 FT TO BEG EXC S  
 & E 40 FT FOR ST  
 V 1387 P 180  
 V 1571 P 652  
 DOC 1091847  
 DOC#1328662  
 DOC#1369017

-----

PARCEL NUMBER            LOT  
 08-222-26-486-002-0

525.000

\$2,817.50

PROPERTY ADDRESS  
 LH JOCKEY SPE LLC 1/8 DAN/39TH AVE  
 4200 039 AV

4" CONC R-R    300.00SF @ \$6.60 = \$1980.00  
 6" CONC R-R    125.00SF @ \$6.70 = \$837.50  
 ADDITIONAL    100.00AR @    \$.00 =        \$.00  
 NUMBER OF SQUARES 17

MAIL TO ADDRESS  
 SHAMROCK 4 - 39TH AVE LLC  
 C/O CARTER PROPERTY MGMT  
 MILWAUKEE, WI 53202

LEGAL DESCRIPTION  
 LOT 2 CSM# 2054 DOC#1110612  
 PT SE 1/4 SEC 28 T2 R22  
 (1999 PT 08-222-26-486-006)  
 DOC#1429154            19.2 AC  
 DOC#1442297  
 DOC#1464842  
 DOC#1516762  
 DOC#1516763  
 DOC#1516764



PARCEL NUMBER	LOT	430.000	\$2,876.00
09-222-36-253-001-0			
PROPERTY ADDRESS		4" CONC R-R	50.00SF @ \$6.60 = \$330.00
HUANG FAMILY TRUST DTD 6/23/2006 &		6" CONC R-R	170.00SF @ \$6.70 = \$1139.00
3820 052 ST		6" DRV APP	210.00SF @ \$6.70 = \$1407.00
		NUMBER OF SQUARES	9

MAIL TO ADDRESS  
 HUANG FAMILY TRUST  
 SILVER SHIELD LLC  
 SAN FRANCISCO, CA 94121

LEGAL DESCRIPTION  
 16958-1 PT NW 1/4 SEC 36 T2 R 22  
 COM SW COR OF SEC TH E 295.02 FT  
 ON S 1/4 LINE TH N 476.60 FT W  
 295.02 FT S 476.60 FT TO BEG EXC  
 THE S 50 FT & W 40 FT & E 30 FT  
 FOR STREETS  
 V 1368 P 557  
 DOC#1256712  
 DOC#1391099  
 DOC#1679874

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STREET TOTAL	2,625.00	\$15,000.00
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GRAND TOTALS	PARCELS 18	FOOTAGE	2,625.000	TOTAL COST	\$15,000.00
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Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 24, 2014	Item 1
<b>By the Mayor - Resolution to approve a one-lot Certified Survey Map for property at 3501 120<sup>th</sup> Avenue, (Project Onyx) (District 16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 3501 120<sup>th</sup> Ave  
 Zoned: M-2 Heavy Manufacturing/AIR-4 Airport Overlay District

**NOTIFICATIONS/PROCEDURES:**

The Alderperson of the district, Alderperson Johnson, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

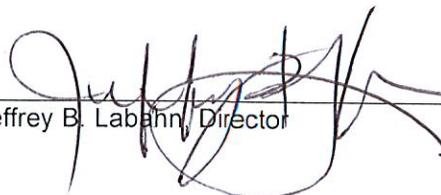
- The City previously approved a Certified Survey Map to create two (2) lots for the Amazon project. Lot 1 is the 1,000,000 square foot Fulfillment Center and Lot 2 is the 500,000 square foot Sortation Center.
- The developer has purchased the four (4) residential properties located on 38<sup>th</sup> Street at the south end of this project site. The properties have been attached to the City from the Town of Somers and rezoned to M-2 Heavy Manufacturing. The developer has now submitted the attached Certified Survey Map to combine the four (4) lots with the main development parcel.
- The Certified Survey Map has been reviewed by City Departments. Their comments are included in the attached resolution.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/1fact-csm-onyx.odt

RESOLUTION NO: \_\_\_\_ - 14

BY: THE MAYOR

**TO APPROVE ONE-LOT CERTIFIED SURVEY MAP**  
**Property located at 3501 120<sup>th</sup> Avenue (Project Onyx)**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to five (5) parcels located at 3501 120<sup>th</sup> Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

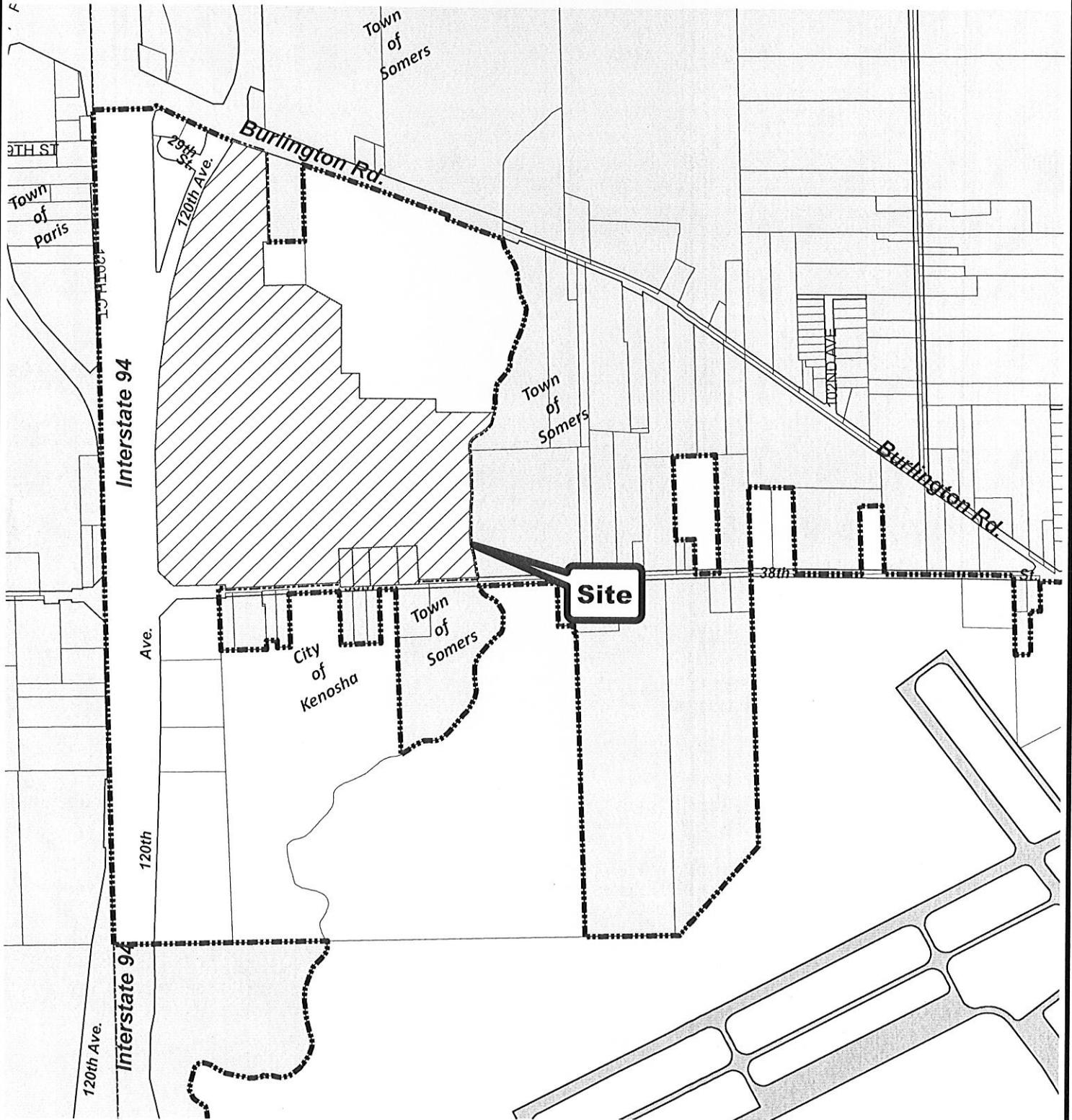
Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections  
/u2/acct/cp/crobynm/cpc/July24/3resol-csm-072414.odt

**City of Kenosha**  
**Vicinity Map**  
**Project Onyx 1-Lot CSM**



----- Municipal Boundary



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

**MAILING INFORMATION**

**NAME OF PROJECT:** Project Onyx

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

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: KTR WIS III LLC Attn: Jeffrey A. Zyglar 300 Barr Harbor Drive, Suite 150 Conshohocken, PA 19428	Phone: 212.710.5072 Fax: 212.710.5061 E-Mail: <a href="mailto:jzyglar@ktrcapital.com">jzyglar@ktrcapital.com</a>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: Pinnacle Engineering Group ATTN: Adam Artz 15850 W. Bluemound Road Suite 310 Brookfield, WI 53005	Phone: 262-754-8888 Fax: 262-754-8850 E-Mail: <a href="mailto:adam.artz@pinnacle-engr.com">adam.artz@pinnacle-engr.com</a>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: Next Partners ATTN: Phil Jennings 614 West Doty Street Suite 108 Madison, WI 53703	Phone: 649-665-1337 Fax: E-Mail: <a href="mailto:phil@nextpartners.us">phil@nextpartners.us</a>

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): Multiple parcels generally described as the land east of I-94, south of STH 142/CTH S, north of 38th Street, and west of the Kilbourn Road Ditch.

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
Fax: 262.653.4045

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

**SECTION 1  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	<b>Number of Lots:</b> <u>1</u> <b>Zoning District:</b> <u>Manufacturing</u> <b>Proposed Zoning Change, if any:</b> <u>N/A</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <b>Miscellaneous fees</b> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

**Checklist to be completed and signed:**

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

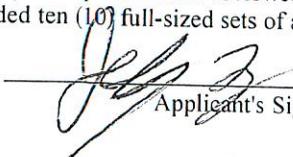
**Checklist to be completed and signed:**

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

**Plans to be submitted (when applicable)**

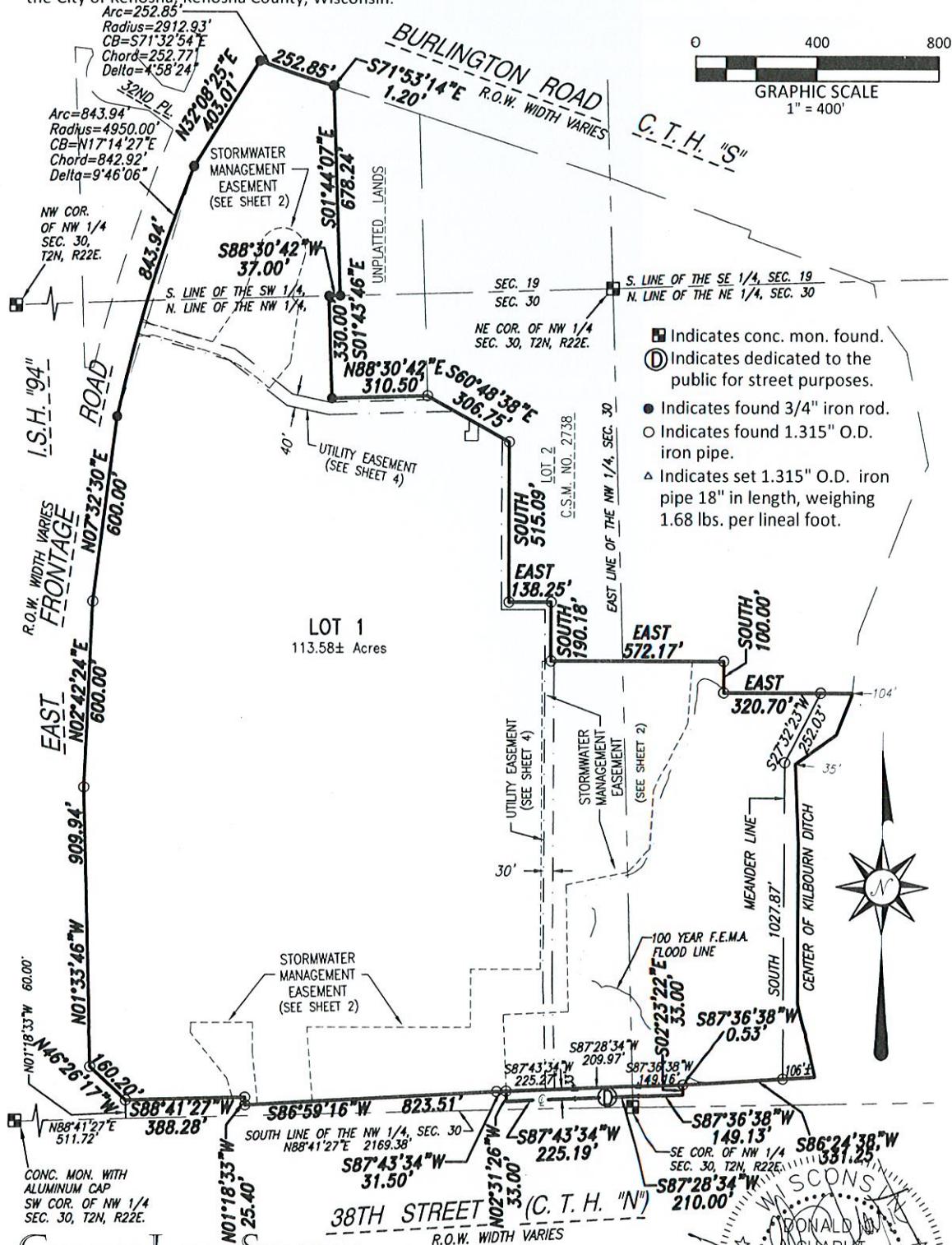
- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

  
 Applicant's Signature

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



- Indicates conc. mon. found.
- Ⓢ Indicates dedicated to the public for street purposes.
- Indicates found 3/4" iron rod.
- Indicates found 1.315" O.D. iron pipe.
- ▲ Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

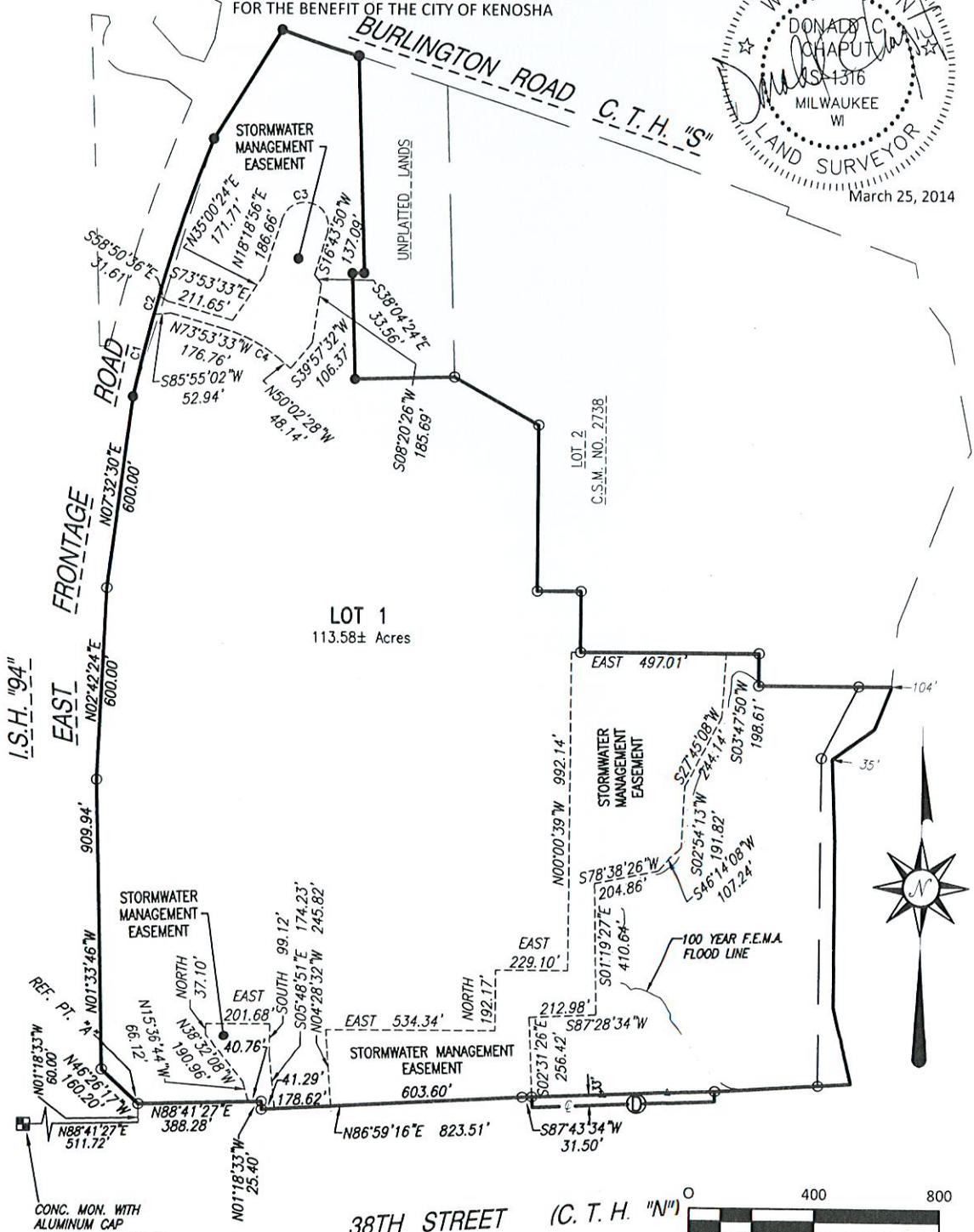
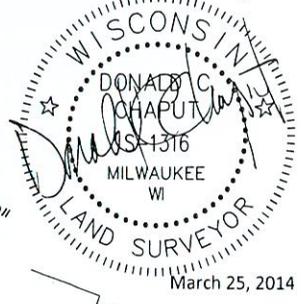
Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

March 25, 2014  
 DONALD C. CHAPUT  
 5-1316  
 MILWAUKEE, WI  
 AUGUST 4, 2014  
 L.S. 2738

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

## STORMWATER MANAGEMENT EASEMENT FOR THE BENEFIT OF THE CITY OF KENOSHA



CONC. MON. WITH ALUMINUM CAP SW COR. OF NW 1/4 SEC. 30, T2N, R22E.

CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	264.62	4950.00	3°03'47"	N13°53'18"E	264.59'
C2	59.48	4950.00	0°41'19"	N15°45'50"E	59.48'
C3	231.30	74.28	178°24'54"	S72°28'37"E	148.54'
C4	196.07	471.00	23°51'05"	N61°58'00"W	194.66'

This instrument was drafted by Donald C. Chaput  
Registered Land Surveyor S-1316

**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

Drawing No. 1281-esh  
August 26, 2014, sheet 138

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

### STORMWATER MANAGEMENT EASEMENT

FOR THE BENEFIT OF THE CITY OF KENOSHA

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

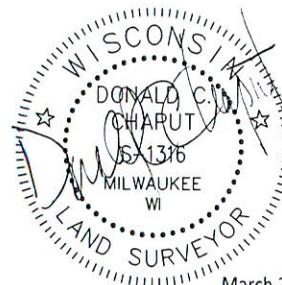
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road to a reference point "A"; thence North 88°41'27" East 347.52 feet to the point of beginning of lands to be described; thence North 15°36'44" West 66.12 feet to a point; thence North 38°32'08" West 190.96 feet to a point; thence North 37.10 feet to a point; thence East 201.68 feet to a point; thence South 99.12 feet to a point; thence South 05°48'51" East 174.23 feet to a point; thence South 86°59'16" West 41.29 feet to a point; thence North 01°18'33" West 25.40 feet to a point; thence South 88°41'27" West 40.76 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 88°41'27" East 388.28 feet; thence South 01°18'33" East 25.40 feet to a point; thence North 86°59'16" East 219.91 feet to the point of beginning of lands to be described; thence North 04°28'32" West 245.82 feet to a point; thence East 534.34 feet to a point; thence North 192.17 feet to a point; thence East 229.10 feet to a point; thence North 00°00'39" West 992.14 feet to a point; thence East 497.01 feet to a point; thence South 03°47'50" West 198.61 feet to a point; thence South 27°45'08" West 244.14 feet to a point; thence South 02°54'13" West 191.82 feet; thence South 46°14'08" West 107.24 feet to a point; thence South 78°38'26" West 204.86 feet to a point; thence South 01°19'27" East 410.64 feet to a point; thence South 87°28'34" West 212.98 feet to a point; thence South 02°31'26" East 256.42 feet to a point; thence South 87°43'34" West 31.50 feet to a point on the North line of 38th Street; thence South 86°59'16" West along said North line 603.60 feet to the point of beginning.

Together with:

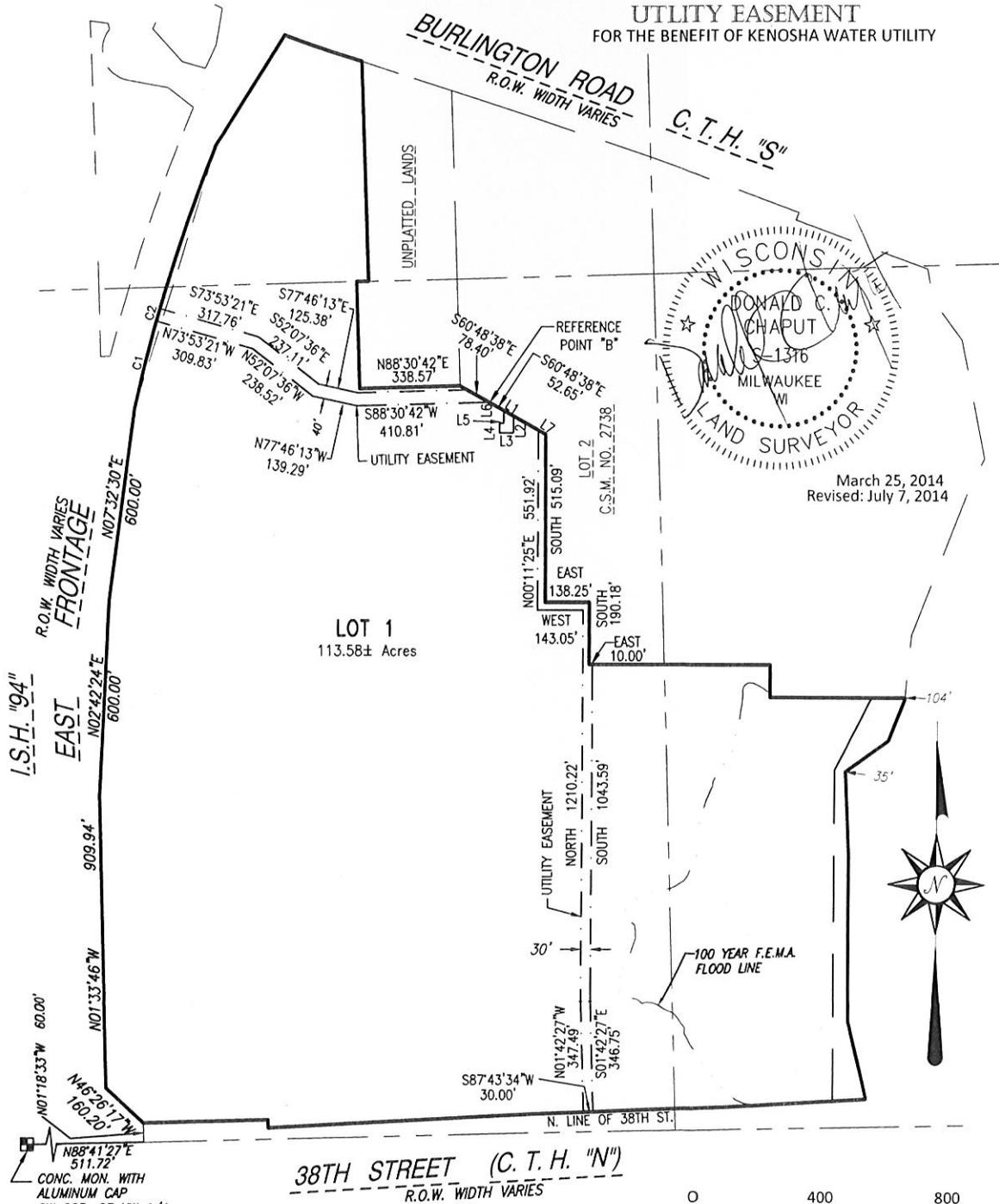
COMMENCING at reference point A; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 264.62 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°53'18" East 264.59 feet to the point of beginning of lands to be described; thence Northeasterly 59.48 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'50" East 59.48 feet to a point; thence South 58°50'36" East 31.61 feet to a point; thence South 73°53'33" East 211.65 feet to a point; thence North 35°00'24" East 171.71 feet to a point; thence North 18°18'56" East 186.66 feet to a point; thence Northeasterly 231.30 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 74.28 feet and whose chord bears South 72°28'37" East 148.54 feet to a point; thence South 16°43'50" West 137.09 feet to a point; thence South 38°04'24" East 33.56 feet to a point; thence South 08°20'26" West 185.69 feet to a point; thence South 39°57'32" West 106.37 feet to a point; thence North 50°02'28" West 48.14 feet to a point; thence Northwesterly 196.07 feet along the arc of a curve whose center lies to the Southwest, whose radius is 471.00 feet and whose chord bears North 61°58'00" West 194.66 feet to a point; thence North 73°53'33" West 176.76 feet to a point; thence South 85°55'02" West 52.94 feet to a point on said East line of Frontage Road and the point of beginning.



March 25, 2014

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

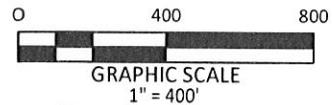
Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CONC. MON. WITH ALUMINUM CAP  
SW COR. OF NW 1/4  
SEC. 30, T2N, R22E.

CURVE	ARC	CHORD	DELTA ANG	CHORD BRNG	CHORD LNG
C1	274.41'	4950.00'	3°10'35"	N13°56'42"E	274.38'
C2	40.00'	4950.00'	0°27'47"	N15°45'53"E	40.00'

LINE	BEARING	DISTANCE
L1	S60°48'38"E	34.33'
L2	S00°02'16"W	52.42'
L3	N89°57'44"W	43.18'
L4	N00°02'16"E	30.00'
L5	S89°57'44"E	13.20'
L6	N00°02'16"E	39.14'
L7	S60°48'38"E	26.31'



**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204

This instrument was drafted by Donald C. Chaput

Common Council Agenda Item 4

August 4, 2014 Pg. 140

Drawing No. 1281-grb  
Sheet 4 of 7 Sheets

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

UTILITY EASEMENT  
FOR THE BENEFIT OF KENOSHA WATER UTILITY

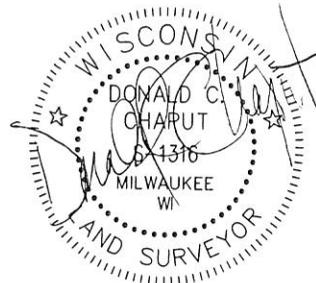
That portion of the utility easement described in Certified Survey Map No 2738 affecting Lot 1 in said map is hereby released and replaced with the following described lands:

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 274.41 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°56'42" East 274.38 feet to the point of beginning of lands to be described; thence Northeasterly 40.00 feet along said East line and arc of a curve whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'53" East 40.00 feet to a point; thence South 73°53'21" East 317.76 feet to a point; thence South 52°07'36" East 237.11 feet to a point; thence South 77°46'13" East 125.38 feet to a point; thence North 88°30'42" East 338.57 feet to a point on the East line of said Lot 1; thence South 60°48'38" East along said East line 78.40 feet to reference point "B"; thence South 88°30'42" West 410.81 feet to a point; thence North 77°46'13" West 139.29 feet to a point; thence North 52°07'36" West 238.52 feet to a point; thence North 73°53'21" West 309.83 feet to a point on the East line of a Frontage Road and the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 52.65 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 34.33 feet to a point; thence South 00°02'16" West 52.42 feet to a point; thence North 89°57'44" West 43.18 feet to a point; thence North 00°02'16" East 30.00 feet to a point; thence South 89°57'44" East 13.20 feet to a point; thence North 00°02'16" East 39.14 feet the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 177.54 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 26.31 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 10.00 feet to a point; thence South 1043.59 feet to a point; thence South 01°42'27" East 346.75 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 87°43'34" West along said North line 30.00 feet to a point; thence North 01°42'27" West 347.49 feet to a point; thence North 1210.22 feet to a point; thence West 143.05 feet to a point; thence North 00°11'25" East 551.92 feet to the point of beginning.



March 25, 2014  
Revised: July 7, 2014

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

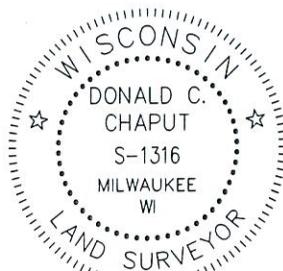
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of the Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears South 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point on the East line of said Lot 1; thence South 01°44'07" East along said East line 678.24 feet to a point; thence South 88°30'42" West along said East line 37.00 feet to a point; thence South 01°43'46" East along said East line 330.00 feet to a point; thence North 88°30'42" East along said East line 310.50 feet to a point; thence South 60°48'38" East along said East line 306.75 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 572.17 feet to a point; thence South along said East line 100.00 feet to a point; thence East along said East line 320.70 feet to a meander corner, said point being West 104 feet more or less from the center of the Kilbourn Ditch; thence South 27°32'23" West along said meander line 252.03 feet to a point; thence due South along said meander line 1027.87 feet to the North line of 38th Street, said point being South 86°24'38" West 106 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said North line 331.25 feet to a point; thence South 87°36'38" West along said North line 0.53 feet to a point; thence South 02°23'22" East 33.00 feet to a point on the centerline of 38th Street; thence South 87°36'38" West along said centerline 149.13 feet to a point; thence South 87°28'34" West along said centerline 210.00 feet to a point; thence South 87°43'34" West along said centerline 225.19 feet to a point; thence North 02°31'26" West 33.00 feet to a point on the North line of 38th Street; thence South 87°43'34" West along said North line 31.50 feet to a point; thence South 86°59'16" West along said North line 823.51 feet to a point; thence North 01°18'33" West along said North line 25.40 feet to a point; thence South 88°41'27" West along said North line 388.28 feet to the point of beginning. Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch.

THAT I have made this survey, land division and map by the direction of KTR WIS III LLC, a Delaware limited liability company, owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

DATE: March 25, 2014



Handwritten signature of Donald C. Chaput above the printed name DONALD C. CHAPUT REGISTERED LAND SURVEYOR S-1316.

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

KTR WIS III LLC, a Delaware limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of John P. DiCola, this 8<sup>th</sup> day of July, 2014.

*[Handwritten Signature]*

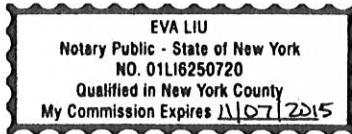
JOHN P. DICOLA  
SENIOR VICE PRESIDENT, KTR WIS III, LLC

NEW YORK EX  
STATE OF WISCONSIN}

:SS

COUNTY}

Personally came before me this 8 day of July, 2014, the above named John P. DiCola, to me known as the person who executed the foregoing instrument and acknowledged the same.



Eva Liu  
Notary Public, State of New York  
My commission expires. 11/07/2015  
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this \_\_\_ day of \_\_\_\_\_, 2014

ATTEST: \_\_\_\_\_  
Debra L. Salas, City Clerk - Treasurer

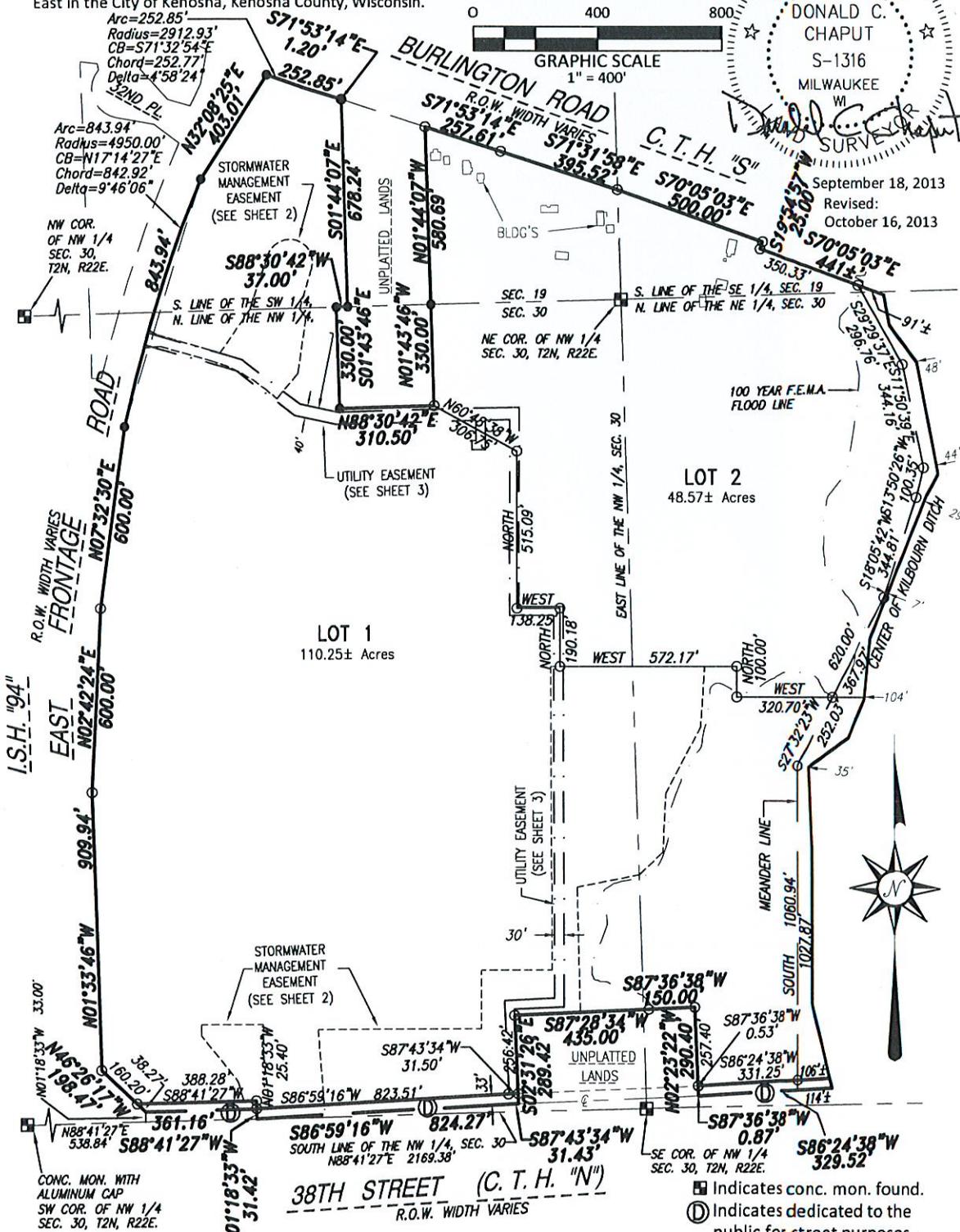
APPROVE: \_\_\_\_\_  
Keith G. Bosman, Mayor



\* PREVIOUSLY APPROVED 2-LOT CSM \*

CERTIFIED SURVEY MAP NO.

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

- Indicates conc. mon. found.
- Ⓧ Indicates dedicated to the public for street purposes.
- Indicates found 3/4" iron rod.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

Drawing No. 1281-grb/tjn  
 Sheet 1 of 53 sheets  
 August 4, 2014 Pg. 144

Resolution No. \_\_\_\_\_

By: the Mayor

RESOLUTION AWARDING THE SALE OF  
\$10,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on July 21, 2014 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed \$10,000,000 for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects; storm water control projects; park and public works projects; police, fire, public works, parks and storm water utility equipment; City development and redevelopment projects; and airport, museum, fire department, municipal office building and library building improvements (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of TEN MILLION DOLLARS (\$10,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2014"; shall be issued in the aggregate principal amount of \$10,000,000; shall be dated August 18, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on

the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on June 1, 2024 shall be subject to redemption prior to maturity, at the option of the City, on June 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2023 for the payments due in the years 2015 through 2024 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted

accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$10,000,000 General Obligation Promissory Notes, Series 2014, dated August 18, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued

have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and

acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official

Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 4th day of August, 2014.

Attest: \_\_\_\_\_, City Clerk  
Debra Salas

Dated: \_\_\_\_\_, 2014

Approved: \_\_\_\_\_, Mayor  
Keith G. Bosman

DRAFT

EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
KENOSHA COUNTY  
CITY OF KENOSHA \$ \_\_\_\_\_  
NO. R- \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
June 1, \_\_\_\_\_ August 18, 2014 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects; storm water control projects; park and public works projects; police, fire, public works, parks and storm water utility equipment; City development and redevelopment projects; and airport, museum, fire department, municipal office building and library building improvements, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on July 21, 2014 and August 4, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on June 1, 2024 are subject to redemption prior to maturity, at the option of the City, on June 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Keith G. Bosman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Debra Salas  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

CITY OF KENOSHA				07/08/14
CIP PROJECTS FINANCED TOTALLY OR PARTIALLY BY 2014 BORROWING		<b>DRAFT</b>		
		AUTHORIZED PROJECT AMOUNT		FINANCING AMOUNT
PROJECT				
<b>Infrastructure</b>				
Resurfacing	1,545,000			
Sidewalk Repairs	770,000			
Miscellaneous Right-of-Way purchases	40,000			
Pavement Markings	60,000			
Sheridan Road – 50 <sup>th</sup> Street – 7 <sup>th</sup> Ave.	764,500			
39 <sup>th</sup> Ave. - Washington Road – 45 <sup>th</sup> Street	1,400,000			
56 <sup>th</sup> Street – Sheridan Road – 13 <sup>th</sup> Aveue	270,000			
75 <sup>th</sup> Street – 43 <sup>rd</sup> Avenue – I-94	7,013,800			
Resurfacing – Cost Share with Town of Somers	770,000			
Prior Year Open Projects	2,403,306			
			15,036,606	
Less: Special Assessment & Interest Revenue				(150,000)
2014 Miscellaneous R-O-W not bonded				(40,000)
2014 Sher. Rd-50 <sup>th</sup> St-7 <sup>th</sup> Ave. not bonded				(168,620)
2014 39 <sup>th</sup> Ave.-Wash Rd. portion not bonded				(820,000)
Grant revenue for 2014 projects not bonded				(595,880)
Grant Revenue				(8,848,800)
Funds Available				(1,578,806)
				2,834,500
<b>Administration</b>				
Joint Services Project	900,000			
Classificatin & Compensation Study	75,000			
Prior Year Open Project	1,130,653			
			2,105,653	
Less: 2014 Joint Service portion not bonded				(900,000)
Prior year open projects				(350,000)
2013 Outside Funds				(50,000)
Funds Available				(573,453)
				232,200
<b>Airport</b>				
Crack Seal Slurry Seal				
Property Acquisition	550,000			
Airport Safety Enhancements	566,700			
Miscellaneous Maintance/updates	20,000			
Prior Year Open Projects	73,428			
			1,210,128	
Less: Grant Revenue				(1,060,865)
2014 Property Acquisition portion not bonded				(27,500)
Funds Available				(60,063)
				61,700
<b>City Development</b>				
Housing & Neighborhood Reinvestment	128,000			
Prior Year Open Projects	340,019			
			468,019	
Less: Prior year projects				(200,000)
Funds Available				(99,419)
				168,600
<b>Fire</b>				
Building & grounds improvements	75,000			
Engine company replacements (2)	890,400			
Fire System Study	50,000			
Prior Year Open Project	728,348			
			1,743,748	
Less: Funds Available				(394,648)
				1,349,100

CITY OF KENOSHA				07/08/14
CIP PROJECTS FINANCED TOTALLY OR PARTIALLY BY 2014 BORROWING		<b>DRAFT</b>		
		AUTHORIZED PROJECT		FINANCING
PROJECT		AMOUNT		AMOUNT
Other Public Works Projects				
Equipment		724,500		
Bike & Pedestrian plan Implementation		40,000		
Municipal Office Building Improvements		110,500		
Traffic Operations Bldg. Improvements		330,000		
Intersection Signal Control		200,000		
Site Remediation		1,842,826		
Overpass Painting		155,000		
Fuel Dispenser Card Reading System		60,000		
School Zone Signage		15,000		
Downtown Amenities		46,300		
Fuel Island Dispenser Upgrade		60,000		
74 <sup>th</sup> St. & 123 <sup>rd</sup> Avenue Street Lights		70,000		
Downtown Street Light upgrades		80,000		
Prior Year Open Projects		1,526,284		
			5,260,410	
Less: 2014 Bike & Pedestrian project not bonded				(25,000)
2014 Intersection Signal project not bonded				(200,000)
2014 Downtown Light project not bonded				(80,000)
2014 Site Remediation project not bonded				(500,000)
2014 Fuel Card project not bonded				(60,000)
2014 Fuel Island Upgrade project not bonded				(60,000)
Grant Funding				(1,342,826)
Prior year open projects				(200,000)
Funds Available				(1,400,484)
				1,392,100

CITY OF KENOSHA				07/08/14
CIP PROJECTS FINANCED TOTALLY OR PARTIALLY BY 2014 BORROWING		<b>DRAFT</b>		
		AUTHORIZED PROJECT AMOUNT		FINANCING AMOUNT
PROJECT				
<b>Police</b>				
Squad Cars		337,300		
Tasers		51,100		
Prior Year Open Projects		15,397		
			403,797	
Less: Funds Available				(28,097)
				375,700
<b>Park</b>				
Reforestation/Tree & Stump Removal/Ash Borer Program		305,000		
Equipment		182,000		
Mpark Master Plan		62,000		
Park Renovations - Various Parks		52,000		
Field office buildings		65,000		
Outdoor Rec Plan & Master Plan Implementation		684,320		
ADA Accessible Park		30,000		
Prior Year Projects		2,687,750		
			4,068,070	
Less: Outside Funding				(450,000)
2014 Field Office Project not bonded				(65,000)
2012/2013 CORP plan-portion not bonded				(1,000,000)
2014 Reforestation-portion not bonded				(25,000)
Funds Available				(1,402,170)
				1,125,900
<b>Library</b>				
Simmons Library Restoration		489,000		
Prior Year Open Project		82,422		
			571,422	
Less: Funds Available				(112,422)
				459,000
<b>Museum</b>				
Public Museum HVAC analysis & upgrade		150,000		
Prior Year Open Projects		99,885		
			249,885	
Less: Funds Available				(114,885)
				135,000
<b>Redevelopment Authority</b>				
General Acquisition/property maintenance		262,000		
Prior Year Open Project		65,721		
			327,721	
Less: Funds Available				(65,721)
				262,000
<b>Mass Transit</b>				
Parking Lot #3 Improvements		5,000		
Parking Lot #8 Improvements		10,000		
Streetcar expansion		10,057,710		
Prior Year Projects		707,587		
			10,780,297	
Less: 2014 Grant funds				(7,406,168)
2014 Streetcar Project not bonded				(2,651,542)
Prior year projects				(291,580)
Funds Available				(431,007)
				-
				-

CITY OF KENOSHA				07/08/14
CIP PROJECTS FINANCED TOTALLY OR PARTIALLY BY 2014 BORROWING		<b>DRAFT</b>		
		AUTHORIZED PROJECT AMOUNT		FINANCING AMOUNT
PROJECT				
Storm Water Utility				
Curb Gutter & Conveyance		125,000		
Storm Inlet Leads		1,035,000		
Equipment		366,000		
Multi-Plate Storm Sewer		50,000		
Wetland Mitigation Bank		100,000		
Recreational Water Quality Improvements		410,000		
Pollution Prevention		115,000		
Flood Control Management		1,821,000		
Stormwater Management Plan		250,000		
Detention Basin Dredging		240,000		
39 <sup>th</sup> Ave. - Washington Road – 45th Street		240,000		
Lincoln Lagoon		40,000		
Prior Year Projects		7,676,407		
			12,468,407	
Less: Prior year projects not bonded				(5,852,100)
2014 Flood Control Management not bonded				(1,821,000)
2014 Pollution Prevention not bonded				(115,000)
2014 Storm inlet/leads-portion not bonded				(1,035,000)
2014 Detention Basin Dredging not bonded				(240,000)
2014 Grant funds				(350,000)
Funds Available				(1,451,107)
				1,604,200
			54,694,163	
				10,000,000
				10,000,000
SHAREFIN/Bonding14/14 financed cip projects)				



**ENGINEERING DIVISION**  
 SHELLY BILLINGSLEY, P.E.  
 CITY ENGINEER

**PARK DIVISION**  
 JEFF WARNOCK  
 SUPERINTENDENT

**FLEET MAINTENANCE**  
 MAURO LENCI  
 SUPERINTENDENT

**STREET DIVISION**  
 JOHN H. PRIJIC  
 SUPERINTENDENT

**WASTE DIVISION**  
 ROCKY BEDNAR.  
 SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
 EMAIL PUBLICWORKS@KENOSHA.ORG

July 29, 2014

To: Eric J. Haugaard, Chairman  
 Public Works Committee

From: Michael M. Lemens, P.E.  
 Director of Public Works

Subject: Project: 14-1016 104<sup>th</sup> Avenue Resurfacing  
 Location: Base Bid - 104<sup>th</sup> Avenue from 60<sup>th</sup> Street to 321 feet north of 64<sup>th</sup> Street  
 Alternate Bid - 55<sup>th</sup> Avenue from 44<sup>th</sup> Street to 298 feet north of 45<sup>th</sup> Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. The Engineer's Estimate was \$181,000.00.

This project consists of the pulverization and preparation of existing roadways and foundations, restriping of the roadways, pavement marking arrows and words, asphalt pavement, and other incidental works necessary to complete said work.

**Following is the list of bidders:**

Contractor	Base Bid Total	Alternate Bid Total	Total
Black Diamond Group Inc., Oak Creek, WI	\$156,102.50	\$31,448.00	\$187,550.50
Cicchini Asphalt LLC, Kenosha, WI	\$227,241.80	\$33,096.00	\$260,337.80

It is recommended that the base bid and alternate bid for this contract be awarded to low bidder Black Diamond Group Inc., Oak Creek, WI in the amount of \$207,000.00 as follows:

	Bid Total	Contingency (if needed)	Total	Remaining Budget	Funding Source
Base Bid	\$156,102.50	\$15,897.50	\$172,000.00	\$192,500.00	CIP IN-14-001
Alternate Bid	\$31,448.00	\$3,552.00	\$35,000.00	\$310,000.00	CIP IN-93-002
<b>Total</b>			<b>\$207,000.00</b>		



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
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MAURO LENCI  
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STREET DIVISION  
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WASTE DIVISION  
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SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**  
MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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July 31, 2014

To: Eric J. Haugaard, Chairman,  
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley dm*  
Deputy Director of Public Works /City Engineer

Subject: Project: 14-1019 Joint, Crack Cleaning and Sealing  
Location: Citywide

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$150,000. Budget amount is \$150,000.

This project consists of routing, cleaning cracks and joints in asphalt or concrete pavements and sealing prepared cracks and joints with an approved sealing material.

**Following is the list of bidders:**

Contractor	Class I Routing & Sealing (Asphalt)	Class II Cleaning & Sealing (Asphalt or Concrete)	Bid Total
Fahrner Asphalt Sealers	\$168,000.00	\$154,000.00	\$322,000.00

It is recommended that this contract be awarded to Fahrner Asphalt Sealers, for the amount of \$150,000.00. This is a quantities and unit cost contract. Actual work will be adjusted to commensurate with available funding and will not exceed the budgeted amount of \$150,000.00. Funding is from CIP Line Item IN-93-002.

SAB/dm



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT  
FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
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WASTE DIVISION  
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SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS  
MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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July 23, 2014

To: Eric J. Haugaard, Chairman,  
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Deputy Director of Public Works / City Engineer

Subject: Project: 14-2002 Overpass Painting Phase IV  
Location: Base Bid – 1200 Block of 43<sup>rd</sup> Street, 1300 Block of 57<sup>th</sup> Street,  
1300 Block of 68<sup>th</sup> Street  
Alternate Bid (Removing graffiti and applying anti-graffiti coating) –  
43<sup>rd</sup> St, 50<sup>th</sup> St, 52<sup>nd</sup> St, 57<sup>th</sup> St, 60<sup>th</sup> St, 65<sup>th</sup> St, 68<sup>th</sup> St, Sheridan Road  
and Washington Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$150,000. Budget amount is \$195,000 with CIP amendment.

This project consists of cleaning and painting approximately 7,550 square feet of steel railroad overpass structures and removing graffiti and applying anti-graffiti coating to approximately 23,500 square feet of concrete surface.

**Following is the list of bidders:**

Contractor	Base Bid Total	Alternate Bid Total	Total
Mill Coatings, Inc., Suamico, WI	\$100,775	\$88,340	\$189,115
TMI Coatings, Inc., St. Paul, MN	\$226,800	\$246,000	\$472,800

It is recommended that this contract be awarded to Mill Coatings, Inc. Suamico, Wisconsin, for the base bid amount of \$100,775 and alternate bid amount of \$88,340 plus \$5,885 in contingency for unforeseen conditions (if needed), for total award amount of \$195,000. Funding is from CIP Line Item OT-10-001.

SAB/kjb

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 24, 2014	Item <b>3</b>
<b>Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125<sup>th</sup> Avenue Hotel, LLC and SMMFLP Limited Partnership (Hampton Inn) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 7300 125<sup>th</sup> Avenue  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

The Alderman of the district, Alderman Johnson, has been notified. The agreement was also referred to Public Works, Storm Water and Board of Water Committees before final review by the Common Council.

**ANALYSIS:**

- The Agreement details the public improvements that the developer must complete before occupancy permits can be issued.
- The developer is responsible for improvements in the 125<sup>th</sup> Avenue right-of-way, as well as on-site storm water improvements.
- The developer is constructing a 93-room hotel. As part of the Conditional Use Permit, the developer is required to enter into the Development Agreement.

**RECOMMENDATION:**

A recommendation is made to approve the the Agreement.



\_\_\_\_\_  
 Brian R. Wilke, Development Coordinator



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

/u2/acct/cp/crobynm/cpc/July24/2fact-item-BW-7-16-14.odt

DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF KENOSHA  
AND THE KENOSHA WATER UTILITY  
AND 125TH AVENUE HOTEL, LLC AND  
SMMFLP LIMITED PARTNERSHIP

Document Number

Document Title

This space is reserved for recording data

Return to

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Parcel Identification Number

03-121-01-440-350

**DEVELOPMENT AGREEMENT**

**Between**

**THE CITY OF KENOSHA, WISCONSIN  
A Municipal Corporation**

**And**

**THE KENOSHA WATER UTILITY  
A Municipal Water Utility**

**And**

**125TH AVENUE HOTEL, LLC  
A Wisconsin Limited Liability Company**

**And**

**SMMFLP LIMITED PARTNERSHIP  
A Delaware Limited Liability Partnership**

THIS DEVELOPMENT AGREEMENT, (“AGREEMENT”) effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“CITY”), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes (“UTILITY”), and 125th Avenue Hotel, LLC, a Wisconsin limited liability company and SMMFLP Limited Partnership, a Delaware limited liability partnership, each with principal offices located at 4011 80<sup>th</sup> Street, Kenosha, WI 53142 (“DEVELOPER”), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 4.77 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, hereinafter referred to as “REAL ESTATE”; and,

WHEREAS, DEVELOPER desires to develop REAL ESTATE for commercial purposes; and,

WHEREAS, REAL ESTATE is zoned B-2 Community Business District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the commercial development set forth in this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY and the CITY Public Works Committee have recommended to the Common Council and the Common Council of CITY has approved a certified survey map attached as Exhibit B for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY has recommended to the Common Council and the Common Council of CITY has approved a conditional use permit attached as Exhibit C for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, UTILITY is the accepting and approving agency for CITY with respect to sanitary sewerage facilities for REAL ESTATE, and UTILITY is willing to approve the provision of sanitary sewerage to REAL ESTATE subject to the terms and conditions of this AGREEMENT; and,

WHEREAS, DEVELOPER agrees to develop REAL ESTATE as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, including the approval by CITY of a certified survey map and conditional use permit for REAL ESTATE, the provision by UTILITY of sanitary sewerage and the agreement of DEVELOPER to develop REAL ESTATE, the Parties agree that REAL ESTATE will be developed as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

## **I. IMPROVEMENTS**

### **A. Sanitary Sewerage Facilities.**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit, the certified survey map, and the Sanitary Sewer Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from UTILITY Engineer. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the Wisconsin Department of Natural Resources (WDNR). DEVELOPER shall provide copies of all WDNR approvals to UTILITY upon receipt.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall cause the owner of Lot 1 of Certified Survey Map No. 1368 recorded with the Kenosha County Register of Deeds on June 25, 1990 in Volume 1400 Page 607 as Document No. 845433 to grant to UTILITY a Sanitary Sewer Easement to the sanitary sewerage facilities required by this AGREEMENT. A copy of the Sanitary Sewer Easement is attached as Exhibit E. The Sanitary Sewer Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of the land upon which the Sanitary Sewer Easement is located.
3. UTILITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the sanitary sewerage facilities required by this AGREEMENT, including sanitary sewerage extensions and connections.
4. Subject to the terms of this AGREEMENT, UTILITY shall allow DEVELOPER to extend and connect the sanitary sewerage facilities required by this AGREEMENT to the sanitary sewerage facilities of UTILITY at DEVELOPER'S cost and expense including payment by DEVELOPER of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.
5. UTILITY shall accept the sanitary sewerage facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT upon the following:
  - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
  - c. providing UTILITY with certified copies of the results of all tests and inspections of the sanitary sewerage facilities required by UTILITY, including density tests certifying proper compaction of sanitary sewerage facilities trench backfill.
  - d. certified "as-built" drawings of the sanitary sewerage facilities in print and digital form acceptable to UTILITY.

e. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the sanitary sewerage facilities pursuant to this AGREEMENT.

f. receipt of final lien waivers from all contractors, subcontractors and suppliers.

g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

h. certification of items a - g above by UTILITY Engineer.

i. approval by UTILITY Board of Water Commissioners of the sanitary sewerage facilities.

6. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by this AGREEMENT, including locate requests, unless and until the sanitary sewerage facilities are accepted by UTILITY. Upon acceptance of the sanitary sewerage facilities, UTILITY shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT and be responsible for their maintenance and operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.
7. The sanitary sewerage facilities required by this AGREEMENT shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

**B. Storm Water Drainage Facilities.**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Storm Water Management Plan attached as Exhibit F and the Storm Sewer Plan attached as Exhibit G.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No

land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.

3. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR requirements.
4. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.
5. Title to all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or any easements located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance and operation of all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or in any easement located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, and shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their maintenance and operation. A copy of the Maintenance Agreement is attached as Exhibit H. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The Maintenance Agreement shall include among its provisions the following:
  - a. identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.
  - b. a schedule for the regular maintenance, repair, replacement and operation of the

storm water drainage facilities consistent with the Storm Water Management Plan.

c. identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.

d. requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.

e. authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.

f. requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.

g. agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.

h. authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

6. DEVELOPER, at DEVELOPER'S cost and expense, shall grant to CITY a Maintenance Easement to the storm water drainage facilities required by this AGREEMENT authorizing CITY to inspect, maintain, repair or replace the storm water drainage facilities in accordance with the Maintenance Agreement. A copy of the Maintenance

Easement is attached as Exhibit I. The Maintenance Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities.

7. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the construction and installation of the fully functional storm water drainage facilities required by this AGREEMENT without defect, damage or non conformance with this AGREEMENT, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha.
8. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench back fill.
9. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY certified "as-built" drawings of the storm water drainage facilities, including retention/detention basins and outlet structures, in print and digital form acceptable to CITY prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE
10. DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or comprise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and/or UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY and/or UTILITY or any of their officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem

appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

11. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures shall be installed and functional prior to CITY issuance of any Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

### **C. Streets, Curb and Gutter.**

1. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct, and install all improvements to State Highway 50 and 125<sup>th</sup> Avenue, including curbs and gutters, in accordance with Wisconsin Department of Transportation specifications, the conditional use permit, the certified survey map, and the Street Plan attached as Exhibit J. DEVELOPER, at DEVELOPER's cost and expense, shall obtain approval of the plans and specifications and all required permits for the improvements from the Wisconsin Department of Transportation.
2. The improvements required pursuant to paragraph 1 shall be completed and accepted by the Wisconsin Department of Transportation prior to the issuance of any Temporary Certificate of Occupancy by CITY.
3. DEVELOPER shall not perform any street paving or install any curbs and gutters during any portion of the calendar year prohibited by the Wisconsin Department of Transportation.

### **D. Other Utilities and Utility Easements**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with utility specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer and UTILITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.
3. Easements for utilities may be modified or terminated only by CITY, UTILITY or other utility and only in the event CITY, UTILITY or other utility determine that the easement,

in full or in part, is no longer required to provide essential service.

#### **E. Erosion Control**

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain an Erosion Control Permit from CITY and shall submit to CITY the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted until the Erosion and Sediment Control Plan is approved by CITY, the cash assurance is paid to CITY, and the Erosion Control Permit is issued by CITY. All land disturbing construction activities undertaken by DEVELOPER shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan and the Erosion Control Permit. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. DEVELOPER, at DEVELOPER'S cost and expense, shall remove all topsoil stockpiles from REAL ESTATE prior to the issuance of any Certificate of Occupancy by CITY. A copy of the Erosion and Sediment Control Plan is attached as Exhibit K.

#### **F. Grading**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Grading Plan attached as Exhibit L. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Grading Plan from CITY Engineer prior to commencement of any land disturbing construction activities.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall grade all streets to Wisconsin Department of Transportation approved subgrade and shall submit approved Wisconsin Department of Transportation "as-built" drawings of the streets in print and digital form acceptable to CITY prior to installation of any utilities.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a certified "as-built" Grading Plan in print and digital form acceptable to CITY for approval by CITY Engineer. CITY Engineer approval of the "as built" Grading Plan shall be required prior to CITY issuance of any Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

## **G. LED Street Lighting**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of LED street lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Lighting Plan attached as Exhibit M. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the LED street lighting system from CITY Engineer.
2. The LED street lighting installation in the public rights-of-way shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.
3. CITY shall accept the LED street lighting system required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way upon the following:
  - a. completion of the LED street lighting system in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
  - c. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
  - e. certification of items a -- d above by CITY Engineer.
  - f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the LED street lighting system.

## **H. Landscaping.**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use

permit, the certified survey map and the Landscaping Plan attached as Exhibit N. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Landscaping Plan from CITY.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall protect existing trees within REAL ESTATE in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from CITY.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall remove and lawfully dispose of all rubbish, structures, dead trees, branches, brush, tree trunks, shrubs and other natural growth within REAL ESTATE inconsistent with the approved landscaping. DEVELOPER at DEVELOPER'S cost and expense, shall apply for and obtain a raze permit from CITY prior to removing any structures.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall finish grade all lawn park areas within REAL ESTATE with six (6) inches of topsoil.
5. Landscaping shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.
6. CITY shall accept the landscaping required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way, if any, upon the following:
  - a. completion of the landscaping in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. installation and delivery of the landscaping without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
  - c. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
  - e. certification of items a – d above by CITY Engineer.

f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the landscaping.

**I. Sidewalks.**

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install sidewalks throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Street Plan attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.
2. Sidewalks shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.
3. Sidewalks shall be installed prior to the issuance of a Temporary Certificate of Occupancy by CITY where practical but not later than six (6) months from the date of temporary occupancy. In the event the sidewalks are not installed prior to the issuance of a Temporary Certificate of Occupancy, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.
4. CITY shall accept the sidewalks required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way upon the following:
  - a. completion of the sidewalks in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.
  - c. providing CITY with certified copies of the results of all tests and inspections of the sidewalks required by CITY, including density tests certifying proper compaction of sidewalk trench backfill.

- d. certified “as-built” drawings of the sidewalks in print and digital form acceptable to CITY.
  - e. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - f. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.
  - g. certification of items a – f above by CITY Engineer.
  - h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.
5. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. Upon acceptance of the sidewalks, CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

**J. Street and Regulatory Signs.**

- 1. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of street name signs required by CITY within forty-five (45) days of being invoiced by CITY.
- 2. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of regulatory signs required by CITY within forty-five (45) days of being invoiced by CITY.

**K. Survey Monuments.**

DEVELOPER, at DEVELOPER'S cost and expense, shall install survey monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

**II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.**

**A. Pre-Construction Activities.**

- 1. The public improvements required to be made pursuant to this AGREEMENT constitute a project of public works subject to the municipal prevailing wage and hour scales

pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. DEVELOPER, at DEVELOPER'S cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the public improvements required to be made pursuant to this AGREEMENT. CITY and UTILITY shall cooperate with DEVELOPER in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to complete the public improvements. Prior to CITY and UTILITY accepting any of the public improvements required to be made pursuant to this AGREEMENT, DEVELOPER shall file with the CITY and UTILITY an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

2. DEVELOPER shall provide CITY Engineer and UTILITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the public improvements and private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.
3. Any bidder on any of the public improvements required to be made by DEVELOPER pursuant to this AGREEMENT shall be pre-qualified by CITY and UTILITY. DEVELOPER shall not award any contract for any public improvements required to be made pursuant to this AGREEMENT to any bidder who has not been pre-qualified by CITY or UTILITY.
4. DEVELOPER shall not commence construction or installation of any of the improvements required to be made pursuant to this AGREEMENT until this AGREEMENT has been approved by the Common Council of the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners, this Agreement has been signed by all Parties, has been recorded, all required assurances have been received and approved, and CITY and UTILITY have given written authorization to proceed. Prior to giving written authorization to proceed, DEVELOPER shall hold a pre-construction meeting which shall be attended by DEVELOPER, CITY, UTILITY, contractors and consultants' inspector. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY and UTILITY in writing two (2) working days in advance of the date for the commencement of the construction of the improvements. This notification requirement shall also apply to the resumption of construction following a work interruption of over five (5) working days.

#### **B. Construction Activities**

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment

Control Plan attached as Exhibit K. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with Wisconsin Department of Transportation and CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the construction access from the Wisconsin Department of Transportation and CITY Engineer.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall abandon any wells on REAL ESTATE in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code and Section 32.09 of the Code of General Ordinances for the City of Kenosha. DEVELOPER shall provide copies of well abandonment reports to CITY and UTILITY.
3. CITY and UTILITY, as may be applicable, shall provide engineering and inspection services during construction of the improvements required by this AGREEMENT to ascertain DEVELOPER'S compliance with all approved plans and specifications. The cost for the engineering and inspection services shall be based upon the hourly rate of the CITY and UTILITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY and UTILITY for all engineering and inspection services provided by CITY and UTILITY within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve DEVELOPER, DEVELOPER'S employees, or DEVELOPER'S contractors from constructing and installing the improvements required by this AGREEMENT in accordance with all approved plans and specifications or from providing CITY and UTILITY all "as-built" plans required by this AGREEMENT.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to UTILITY. Video tapes and written logs of all sanitary sewerage facilities inspections shall be provided to UTILITY for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by DEVELOPER and the effected area shall again be subject to a televised inspection. UTILITY reserves the right to perform the televised inspection of the completed sanitary sewage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse UTILITY for the cost of the televised inspection within forty-five (45) days of being invoiced by UTILITY.
5. UTILITY, at UTILITY'S sole discretion, reserves the right to retain independent testing services in the event UTILITY determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to UTILITY'S satisfaction the proper completion of the sanitary sewerage facilities and the

water supply and distribution facilities required by this AGREEMENT. DEVELOPER shall reimburse UTILITY for the cost of the independent testing services within forty-five (45) days of being invoiced by UTILITY.

6. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY reasonably determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to CITY'S satisfaction the proper completion of the improvements required by this AGREEMENT. DEVELOPER shall reimburse CITY for the cost of the independent testing services within forty-five (45) days of being invoiced by CITY.
7. DEVELOPER, at DEVELOPER'S cost and expense, shall use granular trench backfill under all pavement and sidewalks and within twenty-four (24") inches thereof in accordance with CITY and UTILITY specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. CITY and/or UTILITY shall test the granular backfill for proper compaction. Developer shall reimburse CITY and/or UTILITY for the cost of testing within forty-five (45) days of being invoiced by CITY or UTILITY.

### **III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.**

#### **A. Assurance Required.**

1. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the General Manager of UTILITY an assurance in the form of cash or an irrevocable letter of credit in an amount established by its General Manager of UTILITY equal to one hundred twenty-five (125%) percent of the UTILITY'S estimated cost of the sanitary sewerage facilities, the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY Engineer equal to one hundred twenty-five (125%) percent of the CITY Engineer's estimated cost of all other public improvements, private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.
2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S

cost of designing, constructing and installing the public improvements and private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of completing the public improvements, private storm water drainage facilities, and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT. The assurance required pursuant to paragraph 1 shall also be used to assure compliance with DEVELOPER'S guarantee provided in this AGREEMENT.

3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY or UTILITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY or UTILITY equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private storm water drainage facilities, and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.
4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit in an amount not to exceed one hundred twenty five percent (125%) of the CITY Engineer's or the UTILITY General manager's reasonable estimate of the cost of the remaining Public Improvements, the private storm water drainage facilities, the engineering, testing and inspection services required to be made and provided pursuant to this AGREEMENT, and the DEVELOPER'S guarantee obligations pursuant to Section IV B. of this AGREEMENT, and retain the proceeds as a cash assurance pursuant to this AGREEMENT.
5. If and to the extent DEVELOPER shall properly complete portions of the public improvements and private storm water drainage facilities required to be made pursuant to

this AGREEMENT for which DEVELOPER shall have deposited an assurance, then upon written request of DEVELOPER, and upon the written recommendation of CITY Engineer and UTILITY General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by CITY Engineer and UTILITY General Manager. Prior to the reduction of any assurance, DEVELOPER shall submit to CITY and UTILITY a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the General Manager of UTILITY and the City Clerk-Treasurer, as the case may be, until expiration of DEVELOPER'S guarantee provided in this AGREEMENT. CITY and UTILITY shall release the balance of the remaining assurance within forty-five (45) days following expiration of DEVELOPER'S guarantee provided in this AGREEMENT.

6. In addition to all other remedies, occupancy permits may be withheld by CITY until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in this AGREEMENT is not completed in accordance with this AGREEMENT and Chapter XVII of the Code of General Ordinances, City and/or UTILITY may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this AGREEMENT or impose a special charge and/or special assessment against the benefited REAL ESTATE in the event there is no applicable assurance or the assurance is insufficient. The remedies available to CITY and UTILITY pursuant to this paragraph shall not relieve DEVELOPER of DEVELOPER'S guarantee provided in this AGREEMENT.

#### **IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS.**

##### **A. Dedication of Public Improvements.**

Subject to all other provisions of this AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map, DEVELOPER shall, upon completion of all of the public improvements and without charge to CITY, UTILITY and the Wisconsin Department of Transportation unconditionally give, grant, convey and fully dedicate the public improvements to CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, their successors and assignees, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. DEVELOPER shall execute such documents deemed necessary by CITY, UTILITY and the Wisconsin Department of Transportation to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, CITY, UTILITY and the Wisconsin

Department of Transportation shall have the right to connect or integrate the dedicated public improvements unto the facilities of CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, without charge, award of damages or consent of DEVELOPER. Dedication shall not constitute acceptance of any improvement by CITY, UTILITY or the Wisconsin Department of Transportation.

#### **B. Guarantee of Public Improvements.**

1. DEVELOPER shall guarantee all public improvements required by this AGREEMENT against all defects due to faulty design, materials or workmanship of which DEVELOPER is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha, the Kenosha Water Utility Board of Water Commissioners or the Wisconsin Department of Transportation. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs to the public improvements which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.
2. DEVELOPER shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by CITY or UTILITY of any utility improvement located in such portion of REAL ESTATE. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.
3. The assurance required to be provided by DEVELOPER pursuant to Section III of this AGREEMENT shall be used to assure DEVELOPER'S guarantee of the public improvements pursuant to this Section IV and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of performing any repairs to the public improvements guaranteed by DEVELOPER pursuant to this AGREEMENT. In the event there is no applicable assurance or in the event the assurance is insufficient, CITY and/or UTILITY may do or cause DEVELOPER'S guarantee work to be done and impose a special charge and/or special assessment against the benefited REAL ESTATE for the cost of the work.

#### **V. DEVELOPER INDEMNIFICATION.**

DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages,

costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of any of the public improvements required by this AGREEMENT or arising out of or in any way related to any claim for labor, materials or supplies furnished in connection with any of the public improvements required by this AGREEMENT. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY and/or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or compromise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and/or CITY and UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY, at DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY and/or UTILITY or any of their officers, employees or agents for any cause for which DEVELOPER is liable herewith, shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees sustained, incurred or paid by CITY and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed to CITY and/or UTILITY, their officers, employees and agents through the DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem appropriate. This paragraph shall survive installation of the public improvements to effectuate its purpose.

## **VI. CITY RESPONSIBILITIES.**

Upon application by DEVELOPER and upon payment by DEVELOPER of all required fees, CITY shall process all permit applications and will issue all CITY permits required for the development of REAL ESTATE provided DEVELOPER is in compliance with all CITY and UTILITY conditions of approval, the conditional use permit, the certified survey map, this AGREEMENT, and all standards for the issuance of the required CITY permits set forth in applicable federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

## **VII. MISCELLANEOUS.**

### **A. Notice**

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER, CITY or UTILITY as the case may be as set forth below. Any Party may designate a different

address by delivering, sending or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER: 125TH AVENUE HOTEL, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

with copies to: Hotvedt & Terry, LLC  
Attn: John E. Hotvedt  
4015 – 80<sup>th</sup> Street, Suite H  
Kenosha, WI 53142

If to CITY: City Clerk/Treasurer  
Municipal Building, Room 105  
625 -52nd Street  
Kenosha, Wisconsin 53140

with copies to: Director of Public Works  
Municipal Building, Room 305  
625 -52nd Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 -52nd Street  
Kenosha, Wisconsin 53140

If to UTILITY: General Manager  
Kenosha Water Utility  
4401 Green Bay Road  
Kenosha, Wisconsin 53144

with a copy to: Office of the City Attorney  
Municipal Building, Room 201  
625 -52nd Street  
Kenosha, Wisconsin 53140

## **B. Land Dedications and Impact Fees.**

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land

dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

**C. Assignment.**

DEVELOPER shall not assign or transfer this AGREEMENT without the prior written consent of CITY and UTILITY. Any unauthorized assignment shall be a breach of this AGREEMENT. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY and UTILITY through which the assignee agrees to be bound by all of the terms, conditions and obligations of this AGREEMENT. No assignment shall relieve DEVELOPER of any of DEVELOPER'S obligations under this AGREEMENT in the event of breach or default by the assignee. No assignment shall be inconsistent with the terms of this AGREEMENT. The assignee shall have all rights, privileges and obligations as granted DEVELOPER under this AGREEMENT.

**D. Integration.**

This AGREEMENT, the attached exhibits, the conditional use permit, the certified survey map and such other documents incorporated by reference herein embody the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

**E. Defaults.**

No default shall arise under this AGREEMENT unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

**F. Severability.**

Any covenant, condition or provision of this AGREEMENT held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this AGREEMENT, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this AGREEMENT which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this AGREEMENT are declared to be severable.

**G. Recordation.**

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER. Recordation of this AGREEMENT may at the discretion of CITY and UTILITY omit some or all of the attached exhibits set forth in paragraph H. below.

**H. Exhibits Incorporated by Reference.**

The exhibits to this AGREEMENT listed below are made a part of this AGREEMENT, and incorporated herein by reference. The exhibits are on file with the City of Kenosha Department of Community Development and Inspections.

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Conditional Use Permit
- Exhibit D: Sanitary Sewer Plan
- Exhibit E: Sanitary Sewer Easement
- Exhibit F: Storm Water Management Plan
- Exhibit G: Storm Sewer Plan
- Exhibit H: Maintenance Agreement
- Exhibit I: Maintenance Easement
- Exhibit J: Street Plan
- Exhibit K: Erosion and Sediment Control Plan
- Exhibit L: Grading Plan
- Exhibit M: Lighting Plan
- Exhibit N: Landscaping Plan

**I. Choice of Law and Venue.**

This AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

**J. Waiver of Breach or Violation not Deemed Continuing.**

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this AGREEMENT or in

any document delivered pursuant to this AGREEMENT and (c) waive any compliance by any of the other Parties with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

**K. Construction.**

The Parties agree that each Party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result, this AGREEMENT shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for CITY.

**L. Time of the Essence.**

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this AGREEMENT specifying dates and deadlines.

**M. Binding Effect.**

This AGREEMENT shall run with REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title. The guarantee of DEVELOPER set forth in Section IV shall be for the period specified therein. Any recorded easements, agreements, covenants and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

**N. Amendment.**

This AGREEMENT may only be amended by the mutual written consent of all the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

**VIII. AUTHORIZATION.**

- A. DEVELOPER represents to CITY and UTILITY that DEVELOPER is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this AGREEMENT have thereby taken place, and that the individual executing this AGREEMENT on behalf of DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this

AGREEMENT.

- B.** UTILITY enters into this AGREEMENT by authority of action taken by the Board of Water Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2014.
- C.** CITY enters into this AGREEMENT by authority of action taken by its Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this AGREEMENT on the dates below given.

KENOSHA WATER UTILITY  
A Wisconsin Municipal Water Utility

BY: \_\_\_\_\_  
JAN MICHALSKI, Chairman  
Board of Water Commissioners

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
EDWARD ST. PETER, General Manager  
Kenosha Water Utility

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_ day of \_\_\_\_\_, 2014, JAN MICHALSKI, Chairman, Board of Water Commission and EDWARD ST. PETER, General Manager, Kenosha Water Utility, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal water utility, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI  
My Commission expires/is \_\_\_\_\_



125TH AVENUE HOTEL, LLC  
A Wisconsin Limited Liability Company

By: \_\_\_\_\_  
Bear Development, LLC, Manager

By: \_\_\_\_\_  
S.R. Mills, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Mills, Member

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, S. R. Mills and Stephen Mills, Members of Bear Development, LLC, as Manager of 125<sup>th</sup> Avenue Hotel, LLC, a Wisconsin Limited Liability Company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires/is: \_\_\_\_\_

SMMFLP LIMITED PARTNERSHIP  
A Delaware Limited Liability Partnership

BY: \_\_\_\_\_  
Stephen C. Mills  
Its: General Partner

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, Stephen C. Mills, the General Partner of SMMFLP LIMITED PARTNERSHIP, a Delaware limited liability partnership, to me known to be such General Partner, and acknowledged that he executed the foregoing instrument as such General Partner as the agreement of said limited liability partnership by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_ RECORDED WITH THE  
KENOSHA COUNTY REGISTER OF DEEDS ON \_\_\_\_\_, 2014 AS DOCUMENT NO. \_\_\_\_\_,  
LOCATED IN PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWN 1  
NORTH, RANGE 21 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Number: 03-121-01-440-350

# EXHIBIT B

## FARRIS, HANSEN & ASSOC. INC. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

7 RIDGWAY COURT- P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
PHONE (262) 723-2098  
FAX (262) 723-5886

OWNER(S):  
SMMFLP LIMITED PARTNERSHIP  
4011 80th STREET  
KENOSHA, WI 53142

LOCATED IN PART OF THE  
SW 1/4 THE SE 1/4 OF SECTION 1,  
TOWN 1 NORTH, RANGE 21 EAST,  
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

ZONING: B-2  
SOILS: MzdB2; MzdB; EtB; BcA

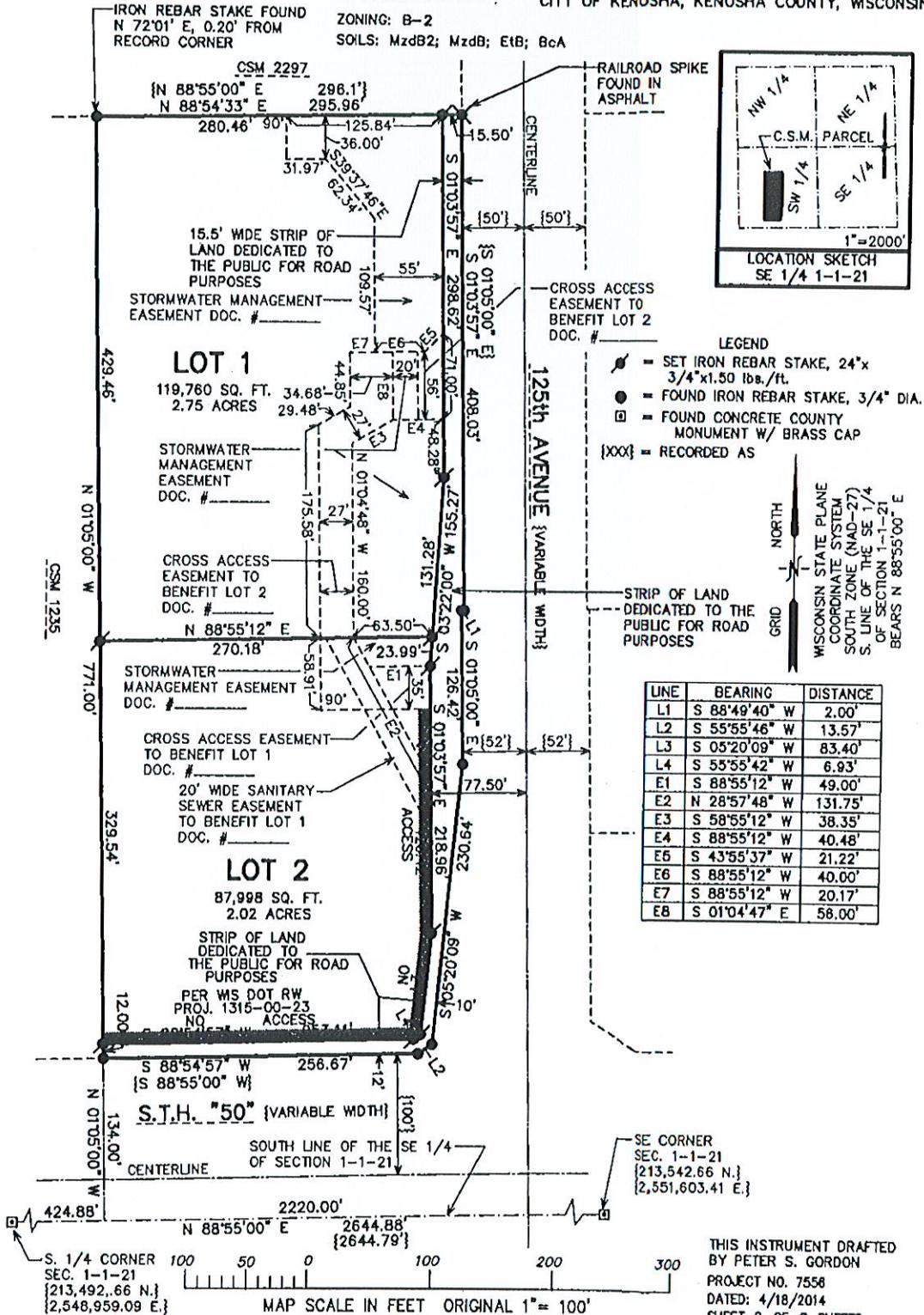


EXHIBIT B

FARRIS, HANSEN & ASSOC. INC. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

7 RIDGWAY COURT- P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
PHONE (262) 723-2098  
FAX (262) 723-5886

LOCATED IN PART OF THE  
SW 1/4 THE SE 1/4 OF SECTION 1,  
TOWN 1 NORTH, RANGE 21 EAST,  
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF SMMFLP LIMITED PARTNERSHIP, OWNERS, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE DIVISIONS AND COMBINATIONS OF LAND ORDINANCE FOR THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LAND AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE MAP AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 1;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, S 88DEG 55MIN 00SEC W, 2220.00 FEET; THENCE N 01DEG 05MIN 00SEC W, 134.00 FEET TO AN IRON REBAR STAKE FOUND AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 AND THE POINT OF BEGINNING; THENCE N 01DEG 05MIN 00SEC W, 771.00 FEET; THENCE N 88DEG 54MIN 33SEC E, 295.96 FEET TO AN IRON REBAR STAKE FOUND AT THE EASTERLY RIGHT OF WAY OF 125TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 03MIN 57SEC E, 408.03 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 05MIN 00SEC E, 128.42 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 05DEG 20MIN 09SEC W, 230.64 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 55DEG 55MIN 46SEC W, 13.57 FEET TO AN IRON REBAR STAKE AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 ; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S 88DEG 54MIN 57SEC W, 256.67 FEET TO THE POINT OF BEGINNING. CONTAINING 224,206 SQUARE FEET (5.15 ACRES) OF LAND, MORE OR LESS.

DATED: APRIL 18, 2014 REVISED: 5/6/2014

\_\_\_\_\_  
PETER S. GORDON, RLS 2101

CITY OF KENOSHA APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF KENOSHA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

\_\_\_\_\_  
DEBRA L. SALAS, CITY CLERK-TREASURER

CONSENT OF LIMITED PARTNERSHIP OWNER

SMMFLP LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, OWNER OF THE ABOVE DESCRIBED LANDS, DOES HEREBY CERTIFY THAT SAID LIMITED PARTNERSHIP CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP.

THIS CSM IS REQUIRED TO BE SUBMITTED TO THE CITY OF KENOSHA FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID SMMFLP LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY STEPHEN C. MILLS, ITS MEMBER, AT \_\_\_\_\_, WISCONSIN AND ITS COMPANY SEAL TO BE AFFIXED HERETO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
STEPHEN C. MILLS, SMMFLP LIMITED PARTNERSHIP

STATE OF WISCONSIN)  
COUNTY OF WALWORTH) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, STEPHEN C. MILLS, OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICER OF SAID LIMITED PARTNERSHIP, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED PARTNERSHIP BY ITS AUTHORITY.

\_\_\_\_\_  
MY COMMISSION EXPIRES

NOTARY PUBLIC, \_\_\_\_\_, WISCONSIN

THIS INSTRUMENT DRAFTED  
BY PETER S. GORDON  
PROJECT NO. 7556  
DATED: 4/18/2014  
SHEET 1 OF 2 SHEETS

STORMWATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT FOR STORMWATER  
MANAGEMENT FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation,

And

125<sup>TH</sup> AVENUE HOTEL, LLC,  
A Wisconsin Limited Liability Company

And

SMMFLP LIMITED PARTNERSHIP  
A Delaware Limited Liability Partnership

THIS AGREEMENT, effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY") and 125<sup>th</sup> Avenue Hotel, LLC, a Wisconsin limited liability company and SMMFLP Limited Partnership, a Delaware limited liability partnership, each with principal offices located at 4011 – 80<sup>th</sup> Street, Kenosha, Wisconsin 53142 ("OWNER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, OWNER owns the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater facilities hereinafter referred to as "Stormwater Management Facilities" be designed, constructed and maintained on the REAL ESTATE to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement between the CITY, the Kenosha Water Utility and OWNER, and this Agreement; and

WHEREAS, the CITY requires that on-site Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any

owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the REAL ESTATE as often as conditions require, but in any event at least twice each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as "Maintenance Standards".

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to investigate reported deficiencies, respond to citizen complaints, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement, and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a

directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the REAL ESTATE in good working condition such that the Stormwater Management Facilities on the REAL ESTATE are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time, the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER or the OWNER'S successors and assigns under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the REAL ESTATE, and in no event shall this Agreement be construed to impose any such obligation on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the REAL ESTATE in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by CITY from time to time.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder. Failure of the OWNER and the OWNER'S successors and assigns, including any owners' association to reimburse the

CITY within thirty (30) days shall result in the costs being assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the REAL ESTATE, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the REAL ESTATE.

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

125th Avenue Hotel, LLC  
Attn: S. R. Mills  
4011 – 80<sup>th</sup> Street  
Kenosha, Wisconsin 53142

With copies to:

Attorney John E. Hotvedt  
Hotvedt & Terry, LLC  
4015 – 80<sup>th</sup> Street, Suite H  
Kenosha, Wisconsin 53142

b. CITY:

City Clerk/Treasurer  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 305  
Kenosha, Wisconsin 53140

and

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ) SS.  
COUNTY OF KENOSHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is: \_\_\_\_\_

125<sup>TH</sup> AVENUE HOTEL, LLC,  
A Wisconsin Limited Liability Company

By: \_\_\_\_\_  
Bear Development, LLC, Manager

By: \_\_\_\_\_  
S.R. Mills, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Mills, Member

Date: \_\_\_\_\_

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF KENOSHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, S. R. Mills and Stephen Mills, Members of Bear Development, LLC, as Manager of 125<sup>th</sup> Avenue Hotel, LLC, a Wisconsin Limited Liability Company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires/is: \_\_\_\_\_



EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_ RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON \_\_\_\_\_, 2014 AS DOCUMENT NO. \_\_\_\_\_, LOCATED IN PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Number: 03-121-01-440-350

**EXHIBIT B**

**Stormwater Inspection and Maintenance Checklist**

## Stormwater Inspection and Maintenance Checklist

Owner: _____ Parcel No. _____ City: _____ Zip: _____	Phone No.: _____ Address: _____ State: _____ Contact Name: _____
---	---

Date of Inspection (mm/dd/yy): _____	Inspection	<input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____
Time of Inspection	Start: _____ End: _____	Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: \_\_\_\_\_

Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
<b>General Site Conditions</b>				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
<b>Stormceptor or Equivalent Unit</b>				
Overall Condition				
Lids and Access				
Sediment Level	-	-		
Cleaning Required	Yes	No		Attach Manufacturer's recommendations for cleaning
<b>Wet Detention Basin</b>				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
Sediment Level	-	-		
Dredging Required	Yes	No		
<b>Dry Detention Basin</b>				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Condition of Basin Bottom				
Erosion				
Invasive Plants	Yes	No		
Sediment Removal				
Excavation Required	Yes	No		
<b>Bioretention Basin</b>				
Overflow Pipe				
Condition of Water Plants				
Vegetation				
Standing Water	Yes	No		
Condition of Plantings				
Is trash evident	Yes	No		

## Stormwater Inspection and Maintenance Checklist

Bioretention Basin (continued)				
Soil Test Bioretention	Yes	No	If Yes when	
			Ph Level	
Sediment Level				
Infiltration Basin/Trench				
Spreader				
Overflow Spillway				
Vegetation				
Standing Water	Yes	No		
50% of basin floor wet 3 days after rainfall	Yes	No		
Are plants at least 5-6 inches	Yes	No		
Has the Basin been burned	Yes	No	If Yes when	
Is trash evident	Yes	No		
Rain Garden				
Weeds	Yes	No		
Condition of Plants				
			height	
Vegetation				
Standing Water	Yes	No		
Is trash evident	Yes	No		
Dead Plants evident	Yes	No		
			Mowed When	
Vegetated Swales				
Pesticides and Fertilizers Used	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Litter and Debris	Yes	No		
Proper Drainage	Yes	No		
Vegetated Swales				
Proper Drainage	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Level Spreader Condition				
Underground Storage Systems				
Outlet Structure Condition				
Inlet Pipe Conditions				
Sediment Level	height		% of Area	
Floating debris	Yes	No		
Cracked or Damaged Sections	Yes	No		
Signature of Inspector _____ Date _____ Signature of Owner _____ Date _____				

**EXHIBIT C**

**Stormwater Maintenance Standards**

## **Storm Water Maintenance Standards – Reference Only**

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Detention Basins – General
  - a. Dry or Wet Detention Basins
    1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
    2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

- b. Wet Detention Basins – In addition to the above requirements
  - 1. Mowing: Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
  - 2. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
  - 3. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

#### 7. Vegetated Swales

- a. Pesticides and Fertilizers: Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. Mowing: The swale shall be mowed or cut to the height needed for proper function.
- c. Sediment Removal: When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.
- d. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
- f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.

PERMANENT STORM SEWER AND  
DETENTION POND EASEMENT & AGREEMENT  
BETWEEN 125<sup>TH</sup> AVENUE HOTEL, LLC AND  
SMMFLP LIMITED PARTNERSHIP AND  
THE CITY OF KENOSHA, WISCONSIN

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

03-121-01-440-350

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND  
EASEMENT & AGREEMENT

Between

125TH AVENUE HOTEL, LLC  
A Wisconsin Limited Liability Company

And

SMMFLP LIMITED PARTNERSHIP  
A Delaware Limited Liability Partnership

And

THE CITY OF KENOSHA  
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between 125th Avenue Hotel, LLC, a Wisconsin limited liability company and SMMFLP Limited Partnership, a Delaware limited liability partnership, each with principal offices located at 4011 80<sup>th</sup> Street, Kenosha, Wisconsin 53142 as (“Grantor”) and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“Grantee”).

Grantor is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as “Real Estate.”

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee a permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the “Easement Area”) to install, construct, expand, replace, maintain, and repair storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the executed Development Agreement and the Stormwater Management Practices Maintenance Agreement for Stormwater Maintenance Facilities, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, (hereinafter “Permitted Work”) for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate

and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth, and remove other structures and obstructions interfering with the Permitted Work.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that no structure, landscaping or paving shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right to enter and pass over and use the Real Estate and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW



**GRANTOR:**

SMMFLP LIMITED PARTNERSHIP  
A Delaware Limited Liability Partnership

BY: \_\_\_\_\_  
Stephen C. Mills  
Its: General Partner

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, Stephen C. Mills, the General Partner of SMMFLP LIMITED PARTNERSHIP, a Delaware limited liability partnership, to me known to be such General Partner, and acknowledged that he executed the foregoing instrument as such General Partner as the agreement of said limited liability partnership by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, Wisconsin  
My Commission expires/is: \_\_\_\_\_

**GRANTEE:**

THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

DRAFTED BY:  
Jonathan A. Mulligan  
Assistant City Attorney  
City of Kenosha  
625 52nd Street, Room 201  
Kenosha, Wisconsin 53140

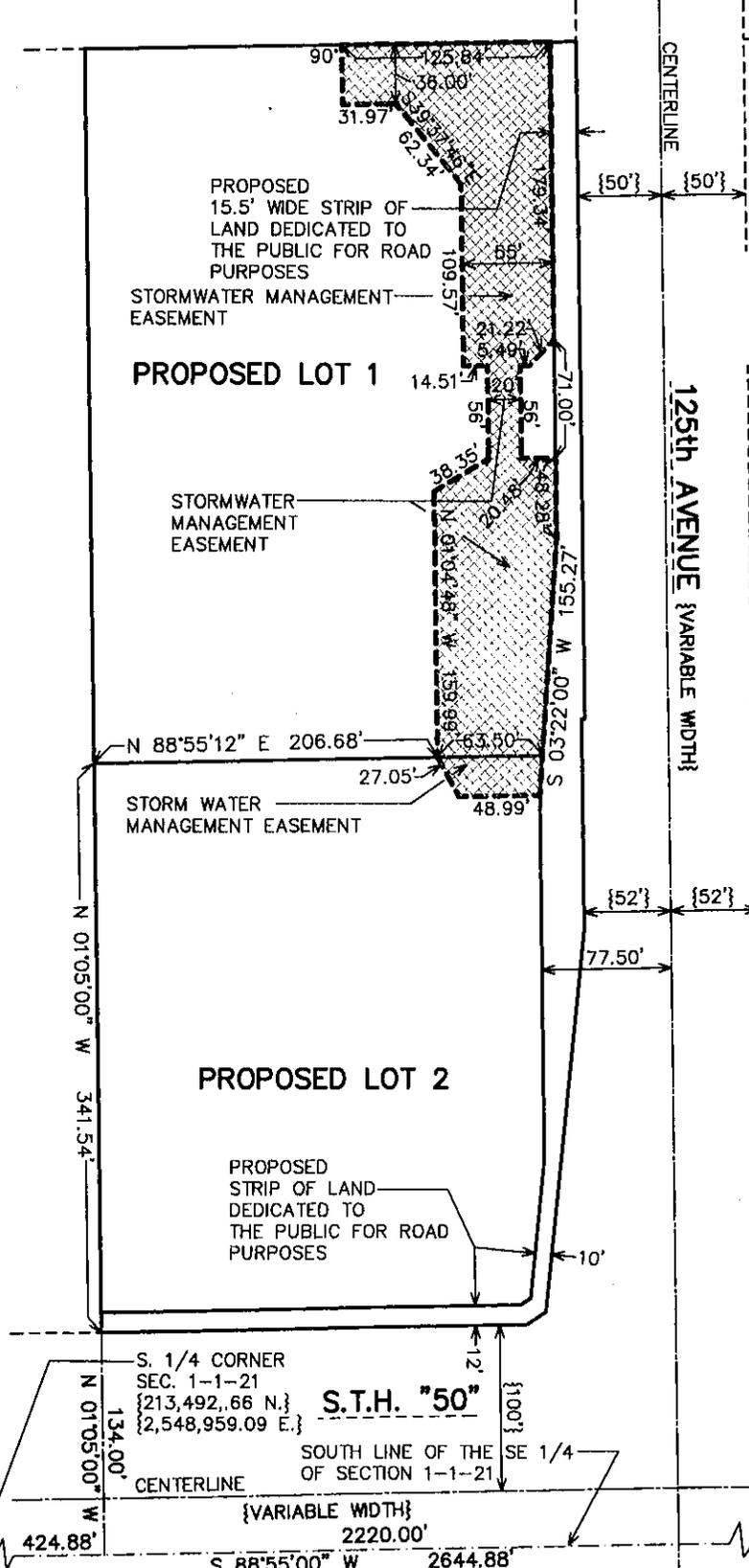
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_ RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON \_\_\_\_\_, 2014 AS DOCUMENT NO. \_\_\_\_\_, LOCATED IN PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Number: 03-121-01-440-350

LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST 1/4 CORNER OF SECTION 1 (T1N;R21E); THENCE N 88DEG 55MIN 00SEC E, 2220.00 FEET; THENCE N 01DEG 05MIN 00SEC W, 134.00 FEET TO THE NORTH LINE OF STATE TRUNK HIGHWAY 50 ; THENCE N 01DEG 05MIN 00SEC W, 341.54 FEET; THENCE N 88DEG 55MIN 12SEC E, 206.68 FEET TO THE POINT OF BEGINNING; THENCE N 01DEG 04MIN 47SEC W, 159.99 FEET; THENCE N 58DEG 55MIN 10SEC E, 38.35 FEET; THENCE N 01DEG 04MIN 47SEC W, 56.00 FEET; THENCE S 88DEG 55MIN 12SEC W, 14.51 FEET; THENCE N 01DEG 03MIN 58SEC W, 109.57 FEET; THENCE N 39DEG 37MIN 47SEC W, 62.34 FEET; THENCE S 88DEG 54MIN 38SEC W, 31.97 FEET; THENCE N 01DEG 04MIN 51SEC W, 36.00 FEET; THENCE N 88DEG 54MIN 33SEC E, 125.84 FEET TO THE PROPOSED WEST LINE OF 125TH AVENUE; THENCE S 01DEG 03MIN 57SEC E, 179.34 FEET; THENCE S 43DEG 55MIN 41SEC W, 21.22 FEET; THENCE S 88DEG 55MIN 12SEC W, 5.49 FEET; THENCE S 01DEG 04MIN 47SEC E, 56.00 FEET; THENCE N 88DEG 55MIN 12SEC E, 20.48 FEET TO THE PROPOSED WEST LINE OF 125TH AVENUE; THENCE S 01DEG 03MIN 57SEC W, 48.28 FEET; THENCE S 03DEG 22MIN 00SEC W, 155.27 FEET; THENCE S 88DEG 55MIN 13SEC W, 48.99 FEET; THENCE N 28DEG 57MIN 51SEC W, 27.05 FEET TO THE POINT OF BEGINNING.

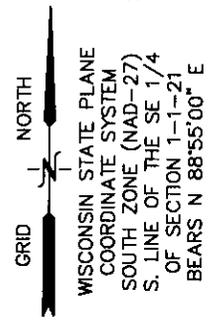
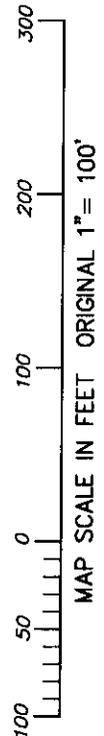


**STORM WATER MANAGEMENT EASEMENT**

LOCATED IN PART OF THE SW 1/4 THE SE 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

**FARRIS, HANSEN & ASSOC. INC.**

7 RIDGWAY COURT- P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
PHONE (262) 723-2098  
FAX (262) 723-5886



SE CORNER  
SEC. 1-1-21  
{213,542.66 N.}  
{2,551,603.41 E.}

THIS INSTRUMENT DRAFTED BY PETER S. GORDON  
PROJECT NO. 7556  
August 4/2014 Pg. 224  
SHEET 1 OF 1 SHEETS

## Kenosha Regional Airport Lease Summary

---

### Bird's Roost Hangar Company Limited Partnership 9516 - 52nd Street

- 1.) **TERM:** 20 years; July 1, 2014 through and including June 30, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$2,944.80  
Biannual Payments \$.20 = \$1,472.40
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 9516 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 14,724 sq. ft.
- 6.) **HANGAR DIMENSIONS:** 52' x 184.5'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Lease Renewal

**LEASE**

**Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**And**

**BIRD'S ROOST HANGAR COMPANY LIMITED PARTNERSHIP,  
A Wisconsin Limited Partnership  
9516 52nd Street  
Kenosha, Wisconsin 53144**

**THIS LEASE** is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **BIRD'S ROOST HANGAR COMPANY LIMITED PARTNERSHIP**, a Wisconsin limited partnership, with offices at 9516 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

**WITNESSETH:**

**WHEREAS**, the **CITY** operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

**WHEREAS**, the **LESSEE'S** current Lease with the **CITY** expired April 30, 2014; and,

**WHEREAS**, the **LESSEE** timely requested that the **CITY** negotiate a new Lease with the **LESSEE**; and,

**WHEREAS**, the **LESSEE** and the **CITY** have negotiated the terms and conditions of a new Lease; and,

**WHEREAS**, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport T-hangar complex located at 9516 52nd Street consisting of one (1) building, approximately fifty-two (52') feet by one hundred eighty-four and five tenths (184.5') feet in size; and,

**WHEREAS**, it is to the mutual advantage of the parties to enter into this Lease.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as follows:

**ARTICLE 1 – PREMISES**

**1.1 LAND.** The **CITY** leases to the **LESSEE** Fourteen Thousand Seven

Hundred Twenty-Four (14,724) square feet of land located at 9516 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A", hereinafter referred to as the "PREMISES".

**1.2 ACCEPTANCE.** The LESSEE warrants that it has inspected the PREMISES and has found the PREMISES suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

**2.1 TERM.** The term of this Lease is for the period of July 1, 2014 through and including June 30, 2034, hereinafter referred to as the "TERM". Between six (6) months and one (1) year prior to the expiration date of this Lease, the LESSEE may request, in writing, that the CITY negotiate a new Lease. If timely notice is given to the CITY and the LESSEE is in full compliance with this Lease, the CITY shall meet with the LESSEE in good faith to negotiate a new Lease which may be for any TERM agreed to by the parties.

## ARTICLE 3 - RENT

**3.1 RENT.** Subject to Article 3.3, the LESSEE agrees to pay the CITY for the use and occupancy of the PREMISES rent in the annual sum of Two Thousand Nine Hundred Forty-Four Dollars and eighty cents (\$2,944.80) based upon a charge of Twenty Cents (\$0.20) per square foot for the PREMISES. The rent shall be payable in equal semiannual installments of One Thousand Four Hundred Seventy-Two Dollars and forty cents (\$1,472.40) on or before January 1 and July 1 of each year during the TERM of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the CITY.

**3.2 LATE PAYMENTS.** Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

**3.3 RENT ADJUSTMENT.** The annual rent may be adjusted from time to time during the TERM of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.

## ARTICLE 4 – IMPROVEMENTS

**4.1 DEFINITION. IMPROVEMENTS** shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the PREMISES.

**4.2 PLANS AND SPECIFICATIONS.** Plans and specifications for the construction of any IMPROVEMENTS shall be submitted to the Airport Commission and the CITY for approval. No work shall commence on the IMPROVEMENTS until all necessary approvals have been received and all required permits from the CITY have been obtained. All IMPROVEMENTS shall comply with the City Zoning Ordinance, Code of General Ordinances

and all applicable state and federal laws, rules and regulations.

**4.3 CONSTRUCTION INSURANCE REQUIREMENTS.** Prior to commencing the construction of any **IMPROVEMENTS**, the **LESSEE** shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the **IMPROVEMENTS** insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

**4.4 CONSTRUCTION LIENS.** The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES**. In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES**, the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS**. However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

**4.5 RISK OF LOSS.** The **LESSEE** assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the **CITY** without cost or expense to the **CITY**.

**4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS.** The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** to indemnify and hold harmless the **CITY**, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE** involving the construction of the **IMPROVEMENTS** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers, employees or agents.

**4.7 INSPECTION.** The **CITY** shall have the right, through its duly

designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

**4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY.** Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

**4.9 UNAUTHORIZED IMPROVEMENTS.** Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

**4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS.** The **LESSEE** shall own, have and retain title to all **IMPROVEMENTS** the **LESSEE** places upon the **PREMISES**. Upon expiration or termination of this Lease, the **LESSEE** shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

## **ARTICLE 5 - USE OF PREMISES**

**5.1 USE OF PREMISES.** The **LESSEE** shall use the **PREMISES** for the storage of aircraft and repairs by the aircraft owners of aircraft housed in the T-hangar within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in

Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

**5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

**5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

**5.4 CHANGED USE.** Any change in the use of the **PREMISES** must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**5.5 PROHIBITED USE.** The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

**5.6 NONEXCLUSIVE AIRPORT RIGHTS.** Except for the exclusive right of the **LESSEE** to the use and possession of the **PREMISES**, no exclusive rights at the Airport are granted by this Lease. The **LESSEE** shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

**5.7 COMMON AREA OF AIRPORT.** The **LESSEE** and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The **LESSEE**, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the **LESSEE**.

## **ARTICLE 6 - INGRESS AND EGRESS**

The **LESSEE** shall have the right of ingress and egress to and from the **PREMISES** and the common areas of the Airport for the **LESSEE**, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the **LESSEE**. The **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the **PREMISES** for trucks or any other vehicle.

## **ARTICLE 7 – PARKING**

The **LESSEE**, at all times, shall park all vehicles used in connection with the **LESSEE'S** operations wholly on the **PREMISES**. Outdoor storage of the **LESSEE'S** personal

property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### **ARTICLE 8 - AIRCRAFT LIST**

The **LESSEE** shall provide the **CITY** Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

#### **ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES**

**9.1 LESSEE'S RESPONSIBILITIES.** The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, including the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE**, at **LESSEE'S** expense, shall at all times:

a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the

**LESSEE.**

**9.2 TIME REQUIREMENTS FOR REPAIRS.** The LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the PREMISES, including the IMPROVEMENTS, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the PREMISES, including the IMPROVEMENTS. As used herein, minor damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the PREMISES or the IMPROVEMENTS which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The LESSEE, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the LESSEE as soon as possible when required to preserve the PREMISES and the IMPROVEMENTS.

**9.3 LESSEE'S FAILURE TO MAINTAIN.** In the event the LESSEE fails to care for, maintain and repair the PREMISES or the IMPROVEMENTS within thirty (30) days following the receipt of written notice from the CITY describing the failure to care for, maintain and repair and any demand for curative action, or in the event the LESSEE, upon commencement of curative action, fails to diligently continue to complete the curative action required by the CITY, the CITY may, at its option, and in addition to any remedies otherwise available to it, enter the PREMISES or the IMPROVEMENTS without such entering causing or constituting a cancellation of this Lease or an interference with the LESSEE'S possession, and care for, maintain or repair all or any part of the PREMISES or the IMPROVEMENTS which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the LESSEE shall pay the CITY, upon written demand, all sums incurred by the CITY to care for, maintain or repair the PREMISES or the IMPROVEMENTS together with interest at the rate of eighteen percent (18%) per year from the date of the CITY'S written demand for payment until paid. The LESSEE'S failure to pay the CITY, upon written demand, all sums incurred by the CITY plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the CITY undertake any work hereunder, the LESSEE waives any claims for damages, consequential or otherwise, against the CITY as a result therefrom, except claims for damages arising from the CITY'S negligence. The foregoing shall in no way affect or alter the continuing obligations of the LESSEE as set forth in this Lease and shall not impose or be construed to impose upon the CITY any obligation to care for, maintain or repair the PREMISES or the IMPROVEMENTS.

**ARTICLE 10 – PAINTING**

The LESSEE shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

**ARTICLE 11 - ACCESS TO PREMISES**

The LESSEE agrees to and shall permit the CITY, the State of Wisconsin and the United States Government to send their representatives and employees onto the PREMISES and any IMPROVEMENTS thereon, for the purpose of an inspection thereof. In nonemergency

situations, the **LESSEE** shall be provided with reasonable advance notice of an inspection if the **LESSEE** is available to receive such notice.

## **ARTICLE 12 - GOVERNMENTAL REGULATIONS**

**12.1 LAWS, RULES, REGULATIONS AND ORDERS.** From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or limited partnership that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

**12.2 SAFETY.** The **LESSEE** shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The **LESSEE** agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the **PREMISES** and the **IMPROVEMENTS** and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to obey the same. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, firm, party or limited partnership that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

**12.3 LICENSES, CERTIFICATES AND PERMITS.** The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

**12.4 TAXES AND FEES.** The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

## **ARTICLE 13 – UTILITIES**

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE**

will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The CITY shall allow the providers of all utilities reasonable access to the boundaries of the PREMISES for the installation of utility service.

#### **ARTICLE 14 - REGULATORY SIGNS**

The LESSEE, at no charge, shall permit the CITY to place such regulatory signs on the PREMISES as the CITY shall deem appropriate at the CITY'S expense, but under no conditions shall said signs be attached to any building or structure of the LESSEE without the LESSEE'S advance written permission. The LESSEE shall not place or erect any signs on or about the PREMISES or the IMPROVEMENTS without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### **ARTICLE 15 - SANITATION**

The LESSEE shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at LESSEE'S expense. The LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the PREMISES. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the PREMISES, outside of a fully enclosed building or structure, is strictly prohibited.

#### **ARTICLE 16 - SNOW REMOVAL**

The LESSEE, at LESSEE'S expense, shall be responsible for removal of snow from the PREMISES. The CITY shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The CITY shall incur no liability to the LESSEE by reason of any failure on the part of the CITY to meet its snow removal obligations when the CITY has made a good faith effort to do so.

#### **ARTICLE 17 - QUIET ENJOYMENT**

The CITY covenants and agrees, so long as the LESSEE shall duly and punctually perform and observe all the terms and conditions of this Lease, that the LESSEE shall peaceably and quietly have, hold and enjoy the PREMISES, subject to the right of the CITY to use and inspect the PREMISES, and to exercise any other rights provided and reserved to the CITY pursuant to this Lease.

#### **ARTICLE 18 - RIGHTS OF ENTRY RESERVED**

The CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at LESSEE'S expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the PREMISES or the IMPROVEMENTS, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the CITY, be necessary or advisable, and use the PREMISES for access therefor to other parts of the Airport otherwise not

conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

#### **ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES**

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

#### **ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT**

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

#### **ARTICLE 21 - NATURAL DISASTER**

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

## ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the **CITY** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

## ARTICLE 23 – LIABILITY INSURANCE

**23.1 INSURANCE REQUIRED.** The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

**23.2 PROOF OF INSURANCE.** The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the **CITY** as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**23.3 INCREASED COVERAGE.** The **CITY** reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards covering the **LESSEE'S** operations are enacted which adopt or increase the minimum insurance requirements, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

**23.4 FAILURE TO MAINTAIN INSURANCE.** In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the **CITY** in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby

subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

**23.5 REQUIRED MINIMUM COVERAGE.** The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

**A. Commercial General Liability**

\$1,000,000.00 Each Occurrence having the following coverages where applicable:

- i. Premises and Operations including Hangarkeepers
- ii. Independent Contractor and Subcontractor
- iii. Products and Completed Operations
- iv. Contractual Liability
- v. Death and Personal Injury

**B. Worker's Compensation: Statutory Limits**

1. Employer's Liability

\$100,000.00 Each Accident

\$100,000.00 Disease, Each Employee

\$500,000.00 Disease, Policy Limit

**ARTICLE 24 - INSURANCE OF IMPROVEMENTS**

**24.1 INSURANCE REQUIRED.** The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

**24.2 PROOF OF INSURANCE.** The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable **IMPROVEMENTS** exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**24.3 FAILURE TO MAINTAIN INSURANCE.** In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

**24.4 DAMAGE ELECTION BY LESSEE.** Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

**24.5 LESSEE'S OBLIGATIONS.** In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES**, the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

**24.6 ABATEMENT OF RENT.** In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

**24.7 RESTORATION OF PREMISES.** In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

## ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

## ARTICLE 26 – ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close limited partnership or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

## ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to

termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

## **ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY**

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

## **ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY**

**29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE.** Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in

any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

**29.2 EFFECT OF BANKRUPTCY.** Without limiting the generality of the provisions of the preceding Article 29.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the **CITY**, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES** and the **IMPROVEMENTS** and also all rights of any and all persons and parties claiming under the **LESSEE**.

#### **ARTICLE 30 – NONDISCRIMINATION**

**30.1** In the event **IMPROVEMENTS** are constructed, maintained, or otherwise operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

**30.2** The **LESSEE** agrees that:

**30.2.1** No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

**30.2.2** In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

**30.2.3** The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

**30.3** The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**30.4** The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

**30.5** The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 30 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

**30.6** The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### **ARTICLE 31 – CONTRACTORS**

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

#### **ARTICLE 32 – BENEFITS**

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

#### **ARTICLE 33 – SUBORDINATION**

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### **ARTICLE 34 – INTEGRATION**

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

### ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

### ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

### ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE**:

Michael Ipsen  
General Partner  
Bird's Roost Hangar Company  
1033 29<sup>th</sup> Avenue  
Kenosha, Wisconsin 53140

With copies to:

Michael Saxton  
Bird's Roost Hangar Company  
41258 N. Westlake Avenue  
Antioch, Illinois 60002

If to **CITY**:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

**ARTICLE 39 – AUTHORITY**

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2014, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin limited partnership in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Bird's Roost Hangar Company Limited Partnership have timely taken place.

***SIGNATURE PAGES FOLLOW***



**BIRD'S ROOST HANGAR COMPANY  
LIMITED PARTNERSHIP,  
A Wisconsin limited partnership**

BY: *Michael Ipsen*  
**MICHAEL IPSEN, General Partner**

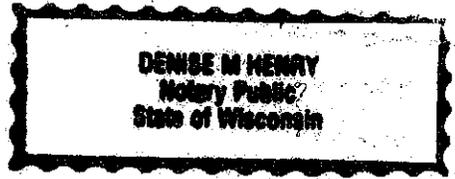
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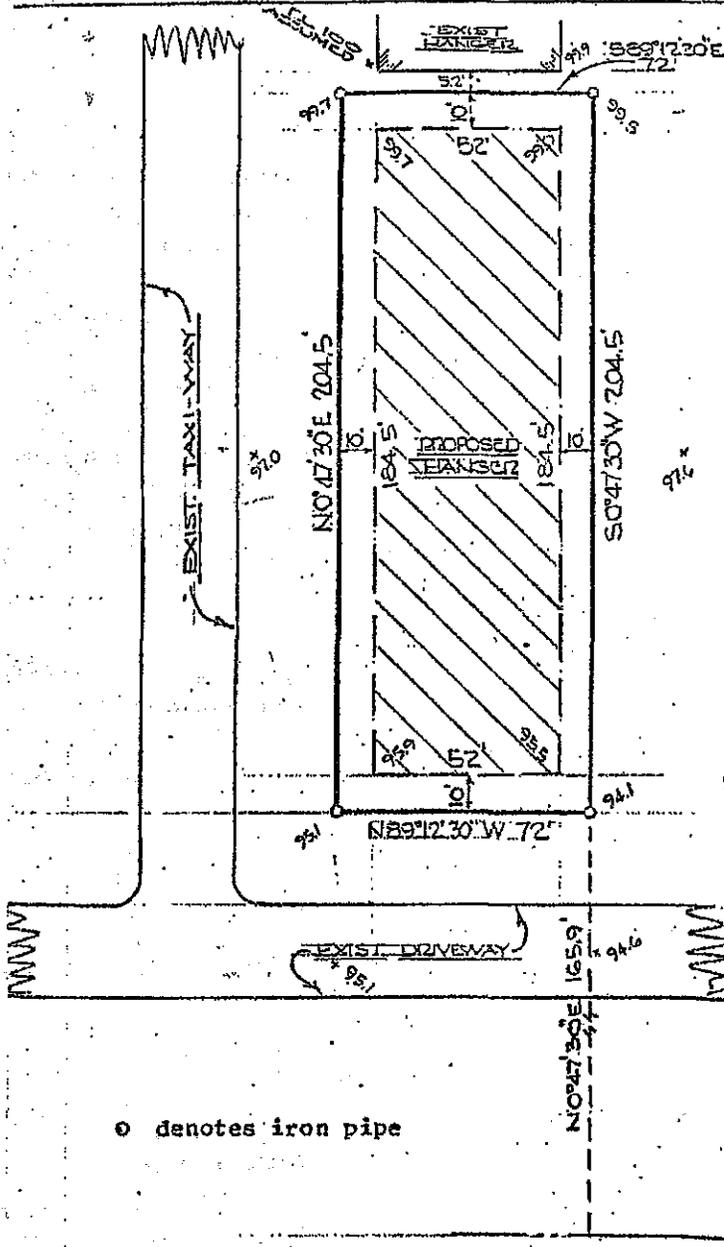
**STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)**

Personally came before me this 11<sup>th</sup> day June, 2014, **MICHAEL IPSEN, General Partner** of **BIRD'S ROOST HANGAR COMPANY LIMITED PARTNERSHIP**, to me known to be the General Partner of said limited partnership and acknowledged to me that he executed the foregoing instrument as the agreement of said limited partnership, by its authority.

*Dense M. Henry*  
Notary Public, Kenosha, WI County Kenosha  
My Commission expires/is: 1/31/2015

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney





**LEGAL DESCRIPTION** Part of the NE 1/4 of Section 32, Town 2 North, Range 22 East of the 4th Principal Meridian lying and being in the City of Kenosha, Kenosha County Wisconsin, and being more particularly described as: Commencing on the south line of said 1/4 section 2357.74 feet N 89°02'30\"W 72 feet from the southeast corner of said 1/4 section; thence N 0°47'30\" 165.9 feet to the point of beginning of the property be herein described; thence N 89°12'30\"W 72 feet; thence N 0°47'30\"E 204.5 feet; thence S 89°12'30\"E 72 feet; thence S 0°47'30\"W 204.5 feet to the point of beginning.

**REFERENCE:** Prior survey by City of Kenosha Department of Public Works.

9516 - 52nd Street.



SCALE 1" = 40'

o denotes iron pipe

COUNTY SURVEYOR'S OFFICE  
COURT HOUSE  
KENOSHA, WIS.



I hereby certify that I surveyed the property represented hereon and that this survey is correct to the best of my knowledge and belief. March, 1978.

Reg. Land Surveyor

Plat of Survey for

BIRD'S ROOST HANGAR CO.

AT

KENOSHA AIRPORT

in NE 1/4 Sec. 32-2-22

CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

ordered by:  
A.J. Esser



## MEMO

**DATE:** July 28, 2014  
**TO:** CITY CLERK  
**FROM:** KENOSHA REGIONAL AIRPORT  
**SUBJECT:** ITEMS PASSED BY AIRPORT COMMISSION TO BE PLACED  
ON THE AGENDAS FOR **FINANCE AND COUNCIL**

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Date of Meeting: July 23, 2014

**NEW LEASE (RENEWAL)** Approve Lease Renewal Agreement between City of Kenosha, Wisconsin and Bird's Roost Hangar Company Limited Partnership #9516

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**APPROVED BY AIRPORT COMMISSION (3-0) July 23, 2014**

## Kenosha Regional Airport Lease Summary

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**Hangar Fifty-One, Inc.**  
**10150 - 52nd Street**

- 1.) **TERM:** 20 years; July 1, 2014 through and including June 30, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$4,420.00  
Biannual Payments \$.20 = \$2,210.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10150 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 22,100 sq. ft./Constructed 1989.
- 6.) **HANGAR DIMENSIONS:** 65' x 242'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Lease Renewal

**LEASE**

**Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**And**

**HANGAR FIFTY-ONE, INC.,  
A Wisconsin Corporation,  
10150 52nd Street,  
Kenosha, Wisconsin 53144**

**THIS LEASE** is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **HANGAR FIFTY-ONE, INC.**, a Wisconsin corporation, with offices at 10150 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

**WITNESSETH:**

**WHEREAS**, the **CITY** operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

**WHEREAS**, the **LESSEE'S** current Lease with the **CITY** expires June 30, 2014; and,

**WHEREAS**, the **LESSEE** timely requested that the **CITY** negotiate a new Lease with the **LESSEE**; and,

**WHEREAS**, the **LESSEE** and the **CITY** have negotiated the terms and conditions of a new Lease; and,

**WHEREAS**, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport T-hangar complex located at 10150 52nd Street consisting of one (1) building, approximately sixty-five (65') feet by two hundred forty-two (242') feet in size; and,

**WHEREAS**, it is to the mutual advantage of the parties to enter into this Lease.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as follows:

**ARTICLE 1 – PREMISES**

**1.1 LAND.** The **CITY** leases to the **LESSEE** Twenty-Two Thousand One Hundred (22,100) square feet of land located at 10150 52nd Street, Kenosha, Wisconsin, 53144,

more particularly described on attached Exhibit "A", hereinafter referred to as the "PREMISES".

**1.2 ACCEPTANCE.** The **LESSEE** warrants that it has inspected the **PREMISES** and has found the **PREMISES** suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

**2.1 TERM.** The term of this Lease is for the period of July 1, 2014 through and including June 30, 2034, hereinafter referred to as the "**TERM**". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

## ARTICLE 3 - RENT

**3.1 RENT.** Subject to Article 3.3, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Four Thousand Four Hundred Twenty Dollars (\$4,420.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Two Hundred Ten Dollars (\$2,210.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

**3.2 LATE PAYMENTS.** Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

**3.3 RENT ADJUSTMENT.** The annual rent may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.

## ARTICLE 4 – IMPROVEMENTS

**4.1 DEFINITION. IMPROVEMENTS** shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the **PREMISES**.

**4.2 PLANS AND SPECIFICATIONS.** Plans and specifications for the construction of any **IMPROVEMENTS** shall be submitted to the Airport Commission and the **CITY** for approval. No work shall commence on the **IMPROVEMENTS** until all necessary approvals have been received and all required permits from the **CITY** have been obtained. All **IMPROVEMENTS** shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

**4.3 CONSTRUCTION INSURANCE REQUIREMENTS.** Prior to commencing the construction of any **IMPROVEMENTS**, the **LESSEE** shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the **IMPROVEMENTS** insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

**4.4 CONSTRUCTION LIENS.** The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES**. In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES**, the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS**. However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

**4.5 RISK OF LOSS.** The **LESSEE** assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the **CITY** without cost or expense to the **CITY**.

**4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS.** The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** to indemnify and hold harmless the **CITY**, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE** involving the construction of the **IMPROVEMENTS** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers, employees or agents.

**4.7 INSPECTION.** The **CITY** shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times

during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

**4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY.** Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

**4.9 UNAUTHORIZED IMPROVEMENTS.** Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

**4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS.** The **LESSEE** shall own, have and retain title to all **IMPROVEMENTS** the **LESSEE** places upon the **PREMISES**. Upon expiration or termination of this Lease, the **LESSEE** shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

## **ARTICLE 5 - USE OF PREMISES**

**5.1 USE OF PREMISES.** The **LESSEE** shall use the **PREMISES** for the storage of aircraft and repairs by the aircraft owners of aircraft housed in the T-hangar within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended

from time to time. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

**5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

**5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

**5.4 CHANGED USE.** Any change in the use of the **PREMISES** must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**5.5 PROHIBITED USE.** The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

**5.6 NONEXCLUSIVE AIRPORT RIGHTS.** Except for the exclusive right of the **LESSEE** to the use and possession of the **PREMISES**, no exclusive rights at the Airport are granted by this Lease. The **LESSEE** shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

**5.7 COMMON AREA OF AIRPORT.** The **LESSEE** and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The **LESSEE**, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the **LESSEE**.

## **ARTICLE 6 - INGRESS AND EGRESS**

The **LESSEE** shall have the right of ingress and egress to and from the **PREMISES** and the common areas of the Airport for the **LESSEE**, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the **LESSEE**. The **LESSEE** shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The **LESSEE** shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the **PREMISES** for trucks or any other vehicle.

## **ARTICLE 7 – PARKING**

The **LESSEE**, at all times, shall park all vehicles used in connection with the **LESSEE'S** operations wholly on the **PREMISES**. Outdoor storage of the **LESSEE'S** personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other

motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### **ARTICLE 8 - AIRCRAFT LIST**

The **LESSEE** shall provide the **CITY** Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

#### **ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES**

**9.1 LESSEE'S RESPONSIBILITIES.** The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, including the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE**, at **LESSEE'S** expense, shall at all times:

a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the **LESSEE**.

**9.2 TIME REQUIREMENTS FOR REPAIRS.** The **LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the **PREMISES**, including the **IMPROVEMENTS**. As used herein, minor damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the **LESSEE** as soon as possible when required to preserve the **PREMISES** and the **IMPROVEMENTS**.

**9.3 LESSEE'S FAILURE TO MAINTAIN.** In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

#### **ARTICLE 10 – PAINTING**

The **LESSEE** shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### **ARTICLE 11 - ACCESS TO PREMISES**

The **LESSEE** agrees to and shall permit the **CITY**, the State of Wisconsin and the United States Government to send their representatives and employees onto the **PREMISES** and any **IMPROVEMENTS** thereon, for the purpose of an inspection thereof. In nonemergency situations, the **LESSEE** shall be provided with reasonable advance notice of an

inspection if the **LESSEE** is available to receive such notice.

## **ARTICLE 12 - GOVERNMENTAL REGULATIONS**

**12.1 LAWS, RULES, REGULATIONS AND ORDERS.** From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

**12.2 SAFETY.** The **LESSEE** shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The **LESSEE** agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the **PREMISES** and the **IMPROVEMENTS** and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to obey the same. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

**12.3 LICENSES, CERTIFICATES AND PERMITS.** The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

**12.4 TAXES AND FEES.** The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

## **ARTICLE 13 – UTILITIES**

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees,

and will pay the cost and expense of bringing utility services to the building to be served. The **CITY** shall allow the providers of all utilities reasonable access to the boundaries of the **PREMISES** for the installation of utility service.

#### **ARTICLE 14 - REGULATORY SIGNS**

The **LESSEE**, at no charge, shall permit the **CITY** to place such regulatory signs on the **PREMISES** as the **CITY** shall deem appropriate at the **CITY'S** expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE** without the **LESSEE'S** advance written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES** or the **IMPROVEMENTS** without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### **ARTICLE 15 – SANITATION**

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

#### **ARTICLE 16 - SNOW REMOVAL**

The **LESSEE**, at **LESSEE'S** expense, shall be responsible for removal of snow from the **PREMISES**. The **CITY** shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The **CITY** shall incur no liability to the **LESSEE** by reason of any failure on the part of the **CITY** to meet its snow removal obligations when the **CITY** has made a good faith effort to do so.

#### **ARTICLE 17 - QUIET ENJOYMENT**

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES**, and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

#### **ARTICLE 18 - RIGHTS OF ENTRY RESERVED**

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall

not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

#### **ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES**

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

#### **ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT**

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

#### **ARTICLE 21 - NATURAL DISASTER**

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

## ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the CITY shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

## ARTICLE 23 – LIABILITY INSURANCE

**23.1 INSURANCE REQUIRED.** The LESSEE shall procure and maintain during the TERM of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

**23.2 PROOF OF INSURANCE.** The LESSEE, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the CITY as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the LESSEE shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the LESSEE shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**23.3 INCREASED COVERAGE.** The CITY reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the LESSEE whenever the Airport Minimum Standards covering the LESSEE'S operations are enacted which adopt or increase the minimum insurance requirements, and the LESSEE shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

**23.4 FAILURE TO MAINTAIN INSURANCE.** In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the CITY in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the

**LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

**23.5 REQUIRED MINIMUM COVERAGE.** The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

- A. Commercial General Liability  
\$1,000,000.00 Each Occurrence having the following coverages where applicable:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- B. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000.00 Each Accident
    - \$100,000.00 Disease, Each Employee
    - \$500,000.00 Disease, Policy Limit

#### **ARTICLE 24 - INSURANCE OF IMPROVEMENTS**

**24.1 INSURANCE REQUIRED.** The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

**24.2 PROOF OF INSURANCE.** The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable **IMPROVEMENTS** exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**24.3 FAILURE TO MAINTAIN INSURANCE.** In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

**24.4 DAMAGE ELECTION BY LESSEE.** Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

**24.5 LESSEE'S OBLIGATIONS.** In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES**, the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

**24.6 ABATEMENT OF RENT.** In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

**24.7 RESTORATION OF PREMISES.** In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

## **ARTICLE 25 - INDEMNITY AND HOLD HARMLESS**

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

## **ARTICLE 26 – ASSIGNMENT/SUBLEASE**

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

## **ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE**

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE**

shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

## **ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY**

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

## **ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY**

**29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE.** Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at

involuntary assignment, transfer or sale shall be void and of no effect.

**29.2 EFFECT OF BANKRUPTCY.** Without limiting the generality of the provisions of the preceding Article 29.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the **CITY**, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES** and the **IMPROVEMENTS** and also all rights of any and all persons and parties claiming under the **LESSEE**.

#### **ARTICLE 30 – NONDISCRIMINATION**

**30.1** In the event **IMPROVEMENTS** are constructed, maintained, or otherwise operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

**30.2** The **LESSEE** agrees that:

**30.2.1** No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

**30.2.2** In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

**30.2.3** The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

**30.3** The **CITY** reserves the right to take whatever action it might be entitled by

law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

**30.4** The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

**30.5** The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 30 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

**30.6** The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### **ARTICLE 31 – CONTRACTORS**

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

#### **ARTICLE 32 – BENEFITS**

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

#### **ARTICLE 33 – SUBORDINATION**

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### **ARTICLE 34 – INTEGRATION**

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

### ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

### ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

### ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

### ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE**:

H. William Knauz  
President  
Hangar Fifty-One, Inc.  
10150 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

If to **CITY**:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

**ARTICLE 39 – AUTHORITY**

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2014, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2014.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin corporation in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Hangar Fifty-One, Inc. have timely taken place.

***SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

**CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS  
City Clerk/Treasurer  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, **KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer,** of the **CITY OF KENOSHA, WISCONSIN,** a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**HANGAR FIFTY-ONE, INC.,  
A Wisconsin Corporation**

BY: H. William Knausz  
H. WILLIAM KNAUZ, President

Date: 7/21/14

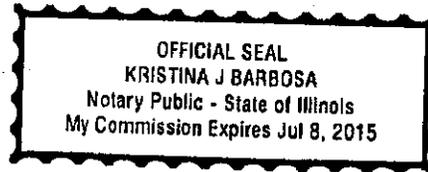
BY: Roger Rempert  
ROGER REMPERT, Secretary

Date: 7/21/14

STATE OF Illinois )  
                                  : SS.  
COUNTY OF Lake )

Personally came before me this 21 day July, 2014, H. WILLIAM KNAUZ, President and ROGER REMPERT, Secretary of HANGAR FIFTY-ONE, INC. to me known to be the President and Secretary of HANGAR FIFTY-ONE, INC. and acknowledged to me that they executed the foregoing instrument as the agreement of said corporation, by its authority.

Kristina J. Barbosa  
Notary Public, Lake County, IL  
My Commission expires/is: 7/8/15



Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# EXHIBIT A

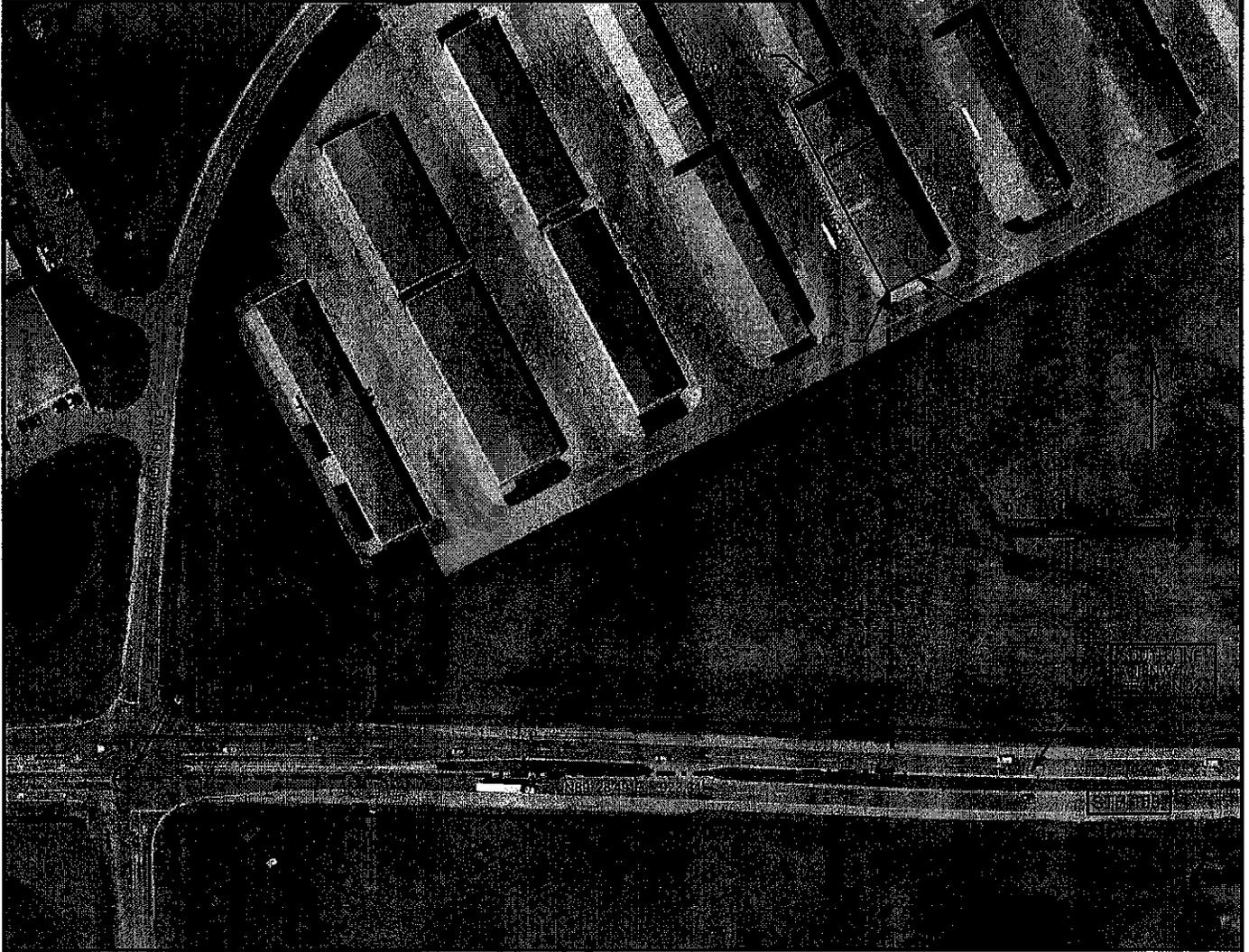
**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE

## HANGAR LEASE DESCRIPTION

A parcel of land located in the SW 1/4 of the NW 1/4 Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of the NW 1/4 of Section 29; thence N 89°-28'-49" E, along the south line of said NW 1/4 of Section 32, 923.31 feet;  
thence N 0°-31'-11" W, 578.22 feet to the point of beginning;  
thence N 27°-39'-00" W, 260.00 feet;  
thence N 62°-21'-00" W, 85.00 feet;  
thence S 27°-39'-00" E 260.00 feet  
thence S 62°-21'-00" W, 85.00 feet; back to the point of beginning.

Parcel contains 22,100 square feet, more or less.



# Mead & Hunt

Mead & Hunt, Inc.  
6501 Watts Road  
Madison, WI 53719  
phone: 608-273-6380  
meadhunt.com

KENOSHA REGIONAL AIRPORT  
LEASE DESCRIPTION  
Hangar No. 10150

03/14/2014
Sheet 1 of 1
Job No. 1108100-05001.01
Hangar 10150.DGN



## MEMO

**DATE:** July 28, 2014  
**TO:** CITY CLERK  
**FROM:** KENOSHA REGIONAL AIRPORT  
**SUBJECT:** ITEMS PASSED BY AIRPORT COMMISSION TO BE PLACED  
ON THE AGENDAS FOR **FINANCE AND COUNCIL**

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Date of Meeting: July 23, 2014

**NEW LEASE (RENEWAL)** Approve Lease Renewal Agreement between City of Kenosha, Wisconsin and Hangar Fifty-One Inc. #10150

---

**APPROVED BY AIRPORT COMMISSION (3-0) July 23, 2014**



**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT  
**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT  
**WASTE DIVISION**  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

July 29, 2014

To: Scott Gordon, Chairman  
Parks Commission

Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Michael M. Lemens, P.E.  
Director of Public Works

Subject: *Approval of the Permanent Easement by and between the City of Kenosha and Stephen F. Estes (CSM on 7<sup>th</sup> Avenue at 39<sup>th</sup> Street)*

**BACKGROUND/ANALYSIS**

The owner of the property along 7th Avenue immediately south of the south line of Pennoyer Park recently divided the lots and wants to offer them for sale. A condition of the certified survey map splitting the lots requires the property owner to obtain an easement from the City a short distance across Pennoyer Park for the installation of storm sewer to serve the newly divided lots and allow for proper drainage of the lots.

All costs associated with the installation of sewer including restoration will be the responsibility of the petitioner.

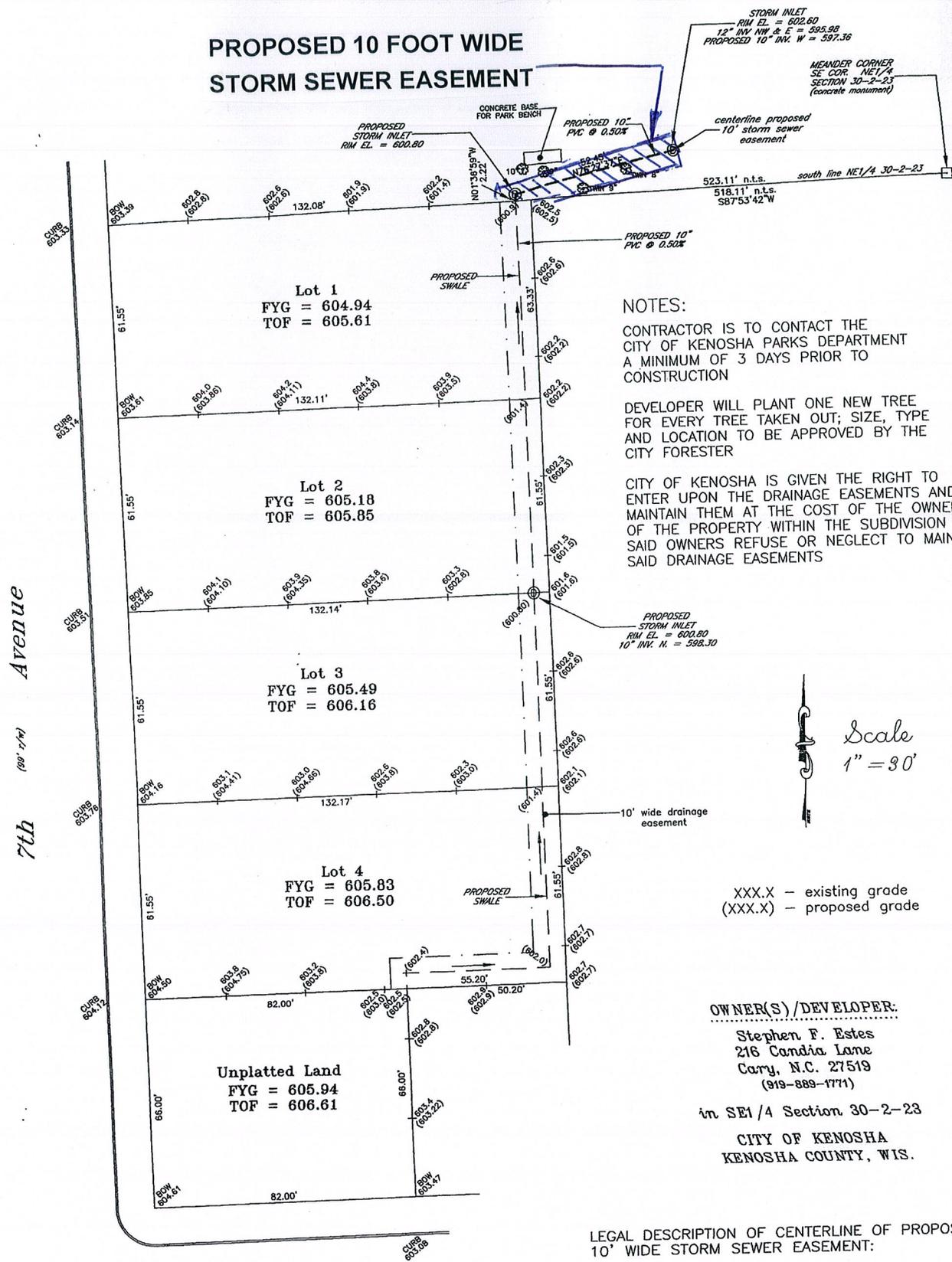
**RECOMMENDATION**

Staff recommends that the easement be approved and that it be recommended to the Common Council to authorize the Mayor and City Clerk to execute the easement.

MML

CC: Ald. Haugaard, District 1

# PROPOSED 10 FOOT WIDE STORM SEWER EASEMENT

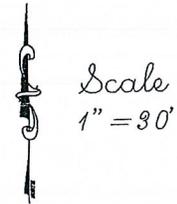


**NOTES:**

CONTRACTOR IS TO CONTACT THE CITY OF KENOSHA PARKS DEPARTMENT A MINIMUM OF 3 DAYS PRIOR TO CONSTRUCTION

DEVELOPER WILL PLANT ONE NEW TREE FOR EVERY TREE TAKEN OUT; SIZE, TYPE AND LOCATION TO BE APPROVED BY THE CITY FORESTER

CITY OF KENOSHA IS GIVEN THE RIGHT TO ENTER UPON THE DRAINAGE EASEMENTS AND MAINTAIN THEM AT THE COST OF THE OWNERS OF THE PROPERTY WITHIN THE SUBDIVISION IF SAID OWNERS REFUSE OR NEGLECT TO MAINTAIN SAID DRAINAGE EASEMENTS



XXX.X - existing grade  
(XXX.X) - proposed grade

**OWNER(S)/DEVELOPER:**

Stephen F. Estes  
216 Candia Lane  
Cary, N.C. 27519  
(919-889-1771)

in SE 1/4 Section 30-2-23

CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

**LEGAL DESCRIPTION OF CENTERLINE OF PROPOSED 10' WIDE STORM SEWER EASEMENT:**

Part of the Northeast Quarter of Section 30, Tow 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the meander corner southeast corner of said quarter section; thence S87°53'42"W along the south line of said quarter section N76°27'37"E along said centerline to the point of termination.

**39th (88' 1/4) Street**

8121 22ND AVENUE KENOSHA, WI 53143  
ph. 262-652-8110 fax 262-652-9695

dated: 6/4/14  
Revised 6/25/14

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 13

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursements for the period from 07/01/14 through 07/15/14 and have approved the disbursements as follows:

1. Checks numbered from 139449 through 139891 as shown on attached listing consisting of:

a. Debt Service -0-

b. Investments -0-

c. All Other Disbursements 8,739,398.70

**SUBTOTAL** 8,739,398.70

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,274,638.80

**TOTAL DISBURSEMENTS APPROVED** 10,014,037.50

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Anthony Kennedy

\_\_\_\_\_  
Dave Paff

\_\_\_\_\_  
Rocco LaMacchia Sr.

\_\_\_\_\_  
Bob Johnson

\_\_\_\_\_  
Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

*Carol L. Stencato*

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #13

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 07/22/14

**Prepared By:** *MKS*

**Reviewed By:** *[Signature]*

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139449	7/03	WE ENERGIES	110-03-53109-221-000	06/14 STREET LIGHTS	62,185.13
			110-05-55109-221-000	06/14 STREET LIGHTS	234.27
				..... CHECK TOTAL	62,419.40
139450	7/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	05/14-ST ELECTRICAL	30.16
139451	7/03	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	07/14 HEALTH SERVICE	45,404.08
139452	7/03	COMSYS, INCORPORATED	110-01-51102-215-000	7/08-8/07/14 SERVICE	40,773.03
			501-09-50101-215-000	7/08-8/07/14 SERVICE	10,193.26
				..... CHECK TOTAL	50,966.29
139453	7/03	WAUKESHA CO TECH COLLEGE	110-02-52107-264-000	2 REG FEES 5/21/14	32.44
139454	7/03	ICMA RETIREMENT TRUST	110-00-21572-000-000	06/16-30/14 COITRIB	48,934.96
			110-00-21599-000-000	06/16-30/14 CONTRIB	7,789.16
				..... CHECK TOTAL	56,724.12
139455	7/03	INTERSTATE ELECTRIC SUPPLY	110-05-55109-249-000	06/14 PA-ELECTRICAL	102.70
			110-03-53109-375-000	06/14 ST-ELECTRICAL	80.88
			110-03-53109-375-000	06/14 ST-ELECTRICAL	35.86
			110-05-55111-235-000	06/14 PA-ELECTRICAL	30.14
			110-03-53109-375-000	06/14 ST-ELECTRICAL	24.99
			110-03-53109-375-000	06/14 ST-ELECTRICAL	22.00
			110-05-55111-235-000	06/14 PA-ELECTRICAL	13.50
				..... CHECK TOTAL	310.07
139456	7/03	CARDINAL HEALTH	206-02-52205-318-000	06/14 MEDICAL SUPPLI	211.20
			206-02-52205-318-000	06/14 MEDICAL SUPPLI	164.58
			206-02-52205-318-000	06/14 MEDICAL SUPPLI	108.29
			206-02-52205-318-000	06/14 MEDICAL SUPPLI	107.85
				..... CHECK TOTAL	591.92
139457	7/03	KRANZ, INC.	630-09-50101-393-000	06/14-SE PRODUCTS/MA	798.70
139458	7/03	KENOSHA JOINT SERVICES	110-02-52111-251-000	07/14 JOINT SERVICES	222,155.07
			110-02-52202-251-000	07/14 JOINT SERVICES	55,538.77
				..... CHECK TOTAL	277,693.84

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139459	7/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	07/03/14 CITY HRLY 07/03/14 WATER HRLY ..... CHECK TOTAL	11,130.55 3,590.87 14,721.42
139460	7/03	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	05/14 PRISONER MAINT	440.00
139461	7/03	KENOSHA NEWS	110-01-50101-321-000 110-01-50101-321-000 110-09-56501-259-565 501-09-50106-219-000 110-00-21104-000-000 110-01-50101-321-000	06/14 VACATE 66 ST 06/14 18.02DD OF Z 06/14 SCHULTZ RAZE 06/14 PW-BID SOLICT 06/14 LUMINARIES LIC 06/14 CT-1ST RD ORD ..... CHECK TOTAL	336.60 100.00 99.48 59.95 23.54 16.41 635.98
139462	7/03	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	05/14-AMECHE ELECTRI	148.37
139463	7/03	M A TRUCK PARTS	110-02-52203-344-000	05/14-FD MATERIALS &	2,455.45
139464	7/03	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	05/14-TD TIRE REPAIR	638.44
139465	7/03	ROYALE HOUSE, INC.	724-00-21935-000-000	84 BRICKS- MEMORIAL	1,596.00
139466	7/03	TRAFFIC & PARKING CONTROL CO	402-11-51311-589-000	02/14 - WIS DOT	74.83
139467	7/03	OAKES & SON, INC., A. W.	402-11-51304-586-000 402-11-51204-586-000 403-11-51401-585-000	EST 1 THRU 6/01/14 EST 1 THRU 6/01/14 EST 1 THRU 6/01/14 ..... CHECK TOTAL	81,391.70 29,241.00 1,690.14 112,322.84
139468	7/03	PAYNE & DOLAN INC.	403-11-51102-588-000 110-03-53103-355-000	05/14-AGGREGATE MATE 05/14-ASPHALT MATERI ..... CHECK TOTAL	3,146.56 1,651.80 4,798.36
139586	7/03	REINDERS INC.	405-11-51420-579-000 110-05-55109-344-000 110-05-55109-344-000 630-09-50101-393-000	TORO GROUNDMASTER 06/14-PA#4212 PARTS/ 06/14-PA#2412 PARTS/ 06/14-CE#2681 PARTS/ ..... CHECK TOTAL	38,491.18 122.89 117.55 17.99 38,749.61
139587	7/03	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MARKING PAINT:	59.89

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139588	7/03	WEST GROUP	110-01-50301-322-000 110-01-50301-322-000	06/14-LE SUBSCRIPTIO 06/14-LE SUBSCRIPTIO ..... CHECK TOTAL	412.69 256.99 669.68
139589	7/03	WISCONSIN FUEL & HEATING	630-09-50101-392-000	06/14-CE DIESEL FUEL	23,828.38
139590	7/03	CURTIS INDUSTRIES, INC	630-09-50101-393-000	06/14-CE FASTENERS	387.42
139591	7/03	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21913-000-000	5/30/14 TEMP PERMITS 4/29/14 TEMP PERMITS ..... CHECK TOTAL	49,546.32 49,546.32 99,092.64
139592	7/03	LARK UNIFORM, INC.	110-02-52103-367-000	06/14 #372 UNIFORM I	104.90
139593	7/03	FEDERAL SIGNAL CORP.	422-11-51405-561-000	SQUAD EQUIPMENT	2,300.00
139594	7/03	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	07/03/14 HRLY DEDCT 07/03/14 HRLY DEDCT 07/03/14 HRLY DEDCT 07/03/14 HRLY DEDCT 07/03/14 HRLY DEDCT ..... CHECK TOTAL	21,466.14 11,389.04 11,388.88 3,381.95 3,381.39 51,007.40
139595	7/03	KENOSHA AREA BUSINESS	761-09-50101-323-000	4/14-3/15 MEMBERSHP	300.00
139596	7/03	OFFICEMAX	110-02-52103-311-000 110-02-52103-311-000 110-01-51101-311-000 110-01-51301-311-000 110-01-51301-311-000 631-09-50101-311-000 631-09-50101-311-000 110-01-52001-311-000 110-01-51301-311-000 110-01-52001-311-000 110-01-51101-311-000	06/14 PD #2872 OFFC 06/14 PD #2871 OFFC 06/14 FN #2864 OFFC STAPLER 06/14 AD #2870 OFFC 04/14 EN #2829 OFFC 04/14 EN #2829 OFFC 06/14 MC #2869 OFFC 06/14 AD #2870 OFFC 06/14 MC #2869 OFFC 06/14 FN #2864 RETN ..... CHECK TOTAL	345.10 145.85 87.75 69.28 62.07 15.84 10.33 3.89 3.52 3.42 14.75CR 732.30
139597	7/03	INGLETNET BUSINESS SOLUTIONS	110-01-51102-233-000	TIP STUDIO TIER 4	20,800.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139598	7/03	KCJ LIGHTING	110-03-53109-374-000	STEEL LIGHT POLE	5,700.00
139599	7/03	SHERRY'S CUSTOM T'S	222-09-50101-295-000	PARADE SHIRTS	492.50
139600	7/03	INDUSTRIAL MARKETING	630-09-50101-393-000	06/14 SWEEPER PARTS	50.18
139601	7/03	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	05/14-PA TOOLS/SUPPL	160.45
139602	7/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000	06/14-CE#2216 HYDRAU	1,010.24
			630-09-50101-393-000	06/14-CE#3009 HYDRAU	96.97
			630-09-50101-393-000	06/14-CE#3009 HYDRAU	45.26
			632-09-50101-389-000	06/14-SE HYDRAULIC F	21.65
			630-09-50101-393-000	06/14-CE#3009 HYDRAU	13.94
				..... CHECK TOTAL	1,188.06
139603	7/03	KENOSHA PROFESSIONAL POLICE	611-09-50101-155-000	06/14 WELLNESS PROJ	350.00
139604	7/03	PETCO	213-09-50101-381-000	05/14-PD PETFOOD/SUP	84.93
			213-09-50101-381-000	05/14-PD PETFOOD/SUP	69.95
				..... CHECK TOTAL	154.88
139605	7/03	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	06/14 ST STRUCTURES/	375.00
			403-11-51102-588-000	06/14 ST STRUCTURES/	272.50
			403-11-51102-588-000	06/14 ST STRUCTURES/	225.00
			403-11-51102-588-000	06/14 ST STRUCTURES/	225.00
				..... CHECK TOTAL	1,097.50
139606	7/03	DOHENY'S WATER WAREHOUSE	110-05-55111-235-000	LADDER BUMPERS POOL	15.87
139607	7/03	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	05/14 PREVENTATIVE M	1,615.00
139608	7/03	VERMEER SALES & SERVICE	205-03-53119-349-000	GRINDER SCREEN	1,875.00
			205-03-53119-349-000	GRINDER SCREEN	1,875.00
			630-09-50101-393-000	06/14-SE#3009 PARTS/	256.58
			630-09-50101-393-000	06/14-SE#3009 PARTS/	6.43
				..... CHECK TOTAL	4,013.01
139609	7/03	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000	5/10-6/6 SW INVEST	63,534.94
139610	7/03	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #13-111841	89.76
			110-02-52102-219-000	RECORDS #14-064501	62.61
			110-02-52102-219-000	RECORDS #14-065811	61.84
				..... CHECK TOTAL	214.21

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139611	7/03	BELLE COFFEE SERVICE	524-05-50101-397-000	06/14-GO COFFEE/SUPP	112.00
139612	7/03	MESSERLI & KRAMER P.A.	110-00-21581-000-000	07/03/14 DEDUCTION	245.72
139613	7/03	PACE ANALYTICAL	420-11-51210-589-847	3/21 LAB SERVICE	1,892.28
			420-11-51210-589-846	3/27 LAB SERVICE	1,100.08
			420-11-51210-589-846	4/2 LAB SERVICE	974.68
			420-11-51210-589-846	4/1 LAB SERVICE	696.97
			497-11-50101-219-000	3/27 LAB SERVICE	633.64
			420-11-51210-589-846	3/21 LAB SERVICE	573.19
			497-11-50101-219-000	4/2 LAB SERVICE	561.41
			420-11-51210-589-846	3/28 LAB SERVICE	543.59
			497-11-50102-219-847	3/21 LAB SERVICE	533.72
			420-11-51210-589-846	3/22 LAB SERVICE	443.48
			497-11-50101-219-000	4/1 LAB SERVICE	401.45
			497-11-50101-219-000	3/21 LAB SERVICE	330.15
			497-11-50101-219-000	3/28 LAB SERVICE	313.10
			497-11-50102-219-846	3/27 LAB SERVICE	310.28
			420-11-51210-589-846	3/25 LAB SERVICE	296.01
			497-11-50102-219-846	4/2 LAB SERVICE	274.91
			497-11-50101-219-000	3/22 LAB SERVICE	255.44
			497-11-50102-219-846	4/1 LAB SERVICE	196.58
			497-11-50101-219-000	3/25 LAB SERVICE	170.50
			497-11-50102-219-846	3/21 LAB SERVICE	161.66
			497-11-50102-219-846	3/28 LAB SERVICE	153.31
			497-11-50102-219-846	3/22 LAB SERVICE	125.08
			497-11-50102-219-846	3/25 LAB SERVICE	83.49
				..... CHECK TOTAL	11,025.00
139614	7/03	CICCHINI ASPHALT LLC	501-00-21128-000-000	ESCROW 5811 99 AVE	5,000.00
139615	7/03	HUMANA CLAIMS	611-09-50101-155-527	06/27/14 MED CLAIMS	138,204.43
			611-09-50101-155-527	07/01/14 MED CLAIMS	110,828.41
			611-09-50101-155-527	06/30/14 MED CLAIMS	101,195.43
			611-09-50101-155-527	06/27/14 PHARMACY	14,656.75
			611-09-50101-155-527	06/30/14 PHARMACY	9,401.52
			611-09-50101-155-527	07/02/14 PHARMACY	4,431.30
			611-09-50101-155-527	07/02/14 MED CLAIMS	1,672.95
			611-09-50101-155-527	07/01/14 PHARMACY	48.84
				..... CHECK TOTAL	380,439.63

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139616	7/03	PIIONEER COMMERCIAL CLEANING	110-01-51801-243-000	06/14 JANITORIAL SER	3,735.00
139617	7/03	US CELLULAR	631-09-50101-226-000	06/14 EN-CELL AIRTM	166.76
			206-02-52205-226-000	06/14 FD-DATA SERVC	141.42
			206-02-52205-226-000	06/10 FD-CELL SERVC	76.77
			110-02-52102-226-000	06/14 PD-CELL AIRTM	71.86
			206-02-52205-226-000	06/14 FD-CELL AIRTM	25.12
			110-02-52108-226-000	06/14 PD-CELL AIRTM	22.05
			110-05-55102-226-000	06/10 PA-CELL AIRTM	18.88
			110-02-52103-226-000	06/14 PD-CELL AIRTM	18.09
			110-05-55109-226-000	06/14 PA-CELL AIRTM	15.26
			520-09-50401-226-000	06/14 TD-CELL AIRTM	5.94
			110-05-55111-226-000	06/14 PA-CELL AIRTM	4.21
			205-03-53119-226-000	06/14 ST-CELL AIRTM	4.11
			110-03-53103-226-000	06/14 ST-CELL AIRTM	1.26
			110-02-52101-226-000	06/14 PD-CELL AIRTM	.61
				..... CHECK TOTAL	572.34
139618	7/03	NICK'S ROOFING OF KENOSHA	258-06-50513-259-000	#5703918 - ROOF	5,000.00
			258-06-50514-259-000	#5703921 - ROOF	3,760.00
			463-11-50601-589-000	7411 8TH AV REHAB	1,200.00
				..... CHECK TOTAL	9,960.00
139619	7/03	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	07/03/14 DEDUCTION	25.23
139620	7/03	MALSACK, J	110-09-56501-259-570	6/14 7412 22ND AVE	530.61
			110-09-56501-259-570	6/14 1502 61ST ST	220.87
			110-09-56501-259-570	6/14 5103 28TH AVE	198.17
			110-09-56501-259-570	6/14 2018 45TH ST	191.33
			110-09-56501-259-570	6/14 7803 18TH AVE	151.14
			110-09-56501-259-570	6/14 9824 69TH ST	149.86
			110-09-56501-259-570	6/14 1413 61ST ST	123.89
			110-09-56501-259-570	6/14 1214 61ST ST	122.28
			110-09-56501-259-570	6/14 7206 26TH AVE	106.50
			110-09-56501-259-570	6/14 4417 29TH AVE	96.42
			110-09-56501-259-570	6/14 7134 28TH AVE	83.79
				..... CHECK TOTAL	1,974.86
139621	7/03	JENSEN TOWING	110-02-52103-219-000	06/14-#14-078875 TOW	45.00
			110-02-52103-219-000	06/14-#14-078875 TOW	45.00
				..... CHECK TOTAL	90.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139622	7/03	LETTERING MACHINE	110-02-52206-367-000	05/14-FD CLOTHING	34.00
139623	7/03	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	07/03/14 CITY HRLY 07/03/14 WATER HRLY ..... CHECK TOTAL	1,190.00 404.62 1,594.62
139624	7/03	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000	MILLER DOL 10/25/03 WILLIAMS DOL 6/11 WILSON DOL 5/11/11 CHILLUS DOL 9/9/10 ..... CHECK TOTAL	2,695.00 1,903.00 341.00 22.00 4,961.00
139625	7/03	FASTENAL COMPANY	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	06/14 SE TOOLS/MATER 06/14 SE TOOLS/MATER 06/14 SE TOOLS/MATER 06/14 SE TOOLS/MATER ..... CHECK TOTAL	850.75 646.81 18.54 9.27 1,525.37
139626	7/03	MET LIFE AUTO & HOME	110-09-56404-719-000	PITZ DOL 10/24/13	203.33
139627	7/03	MOORE OIL	520-09-50106-341-000	06/14-TD LUBRICATION	2,288.40
139628	7/03	CDW-G	110-02-52103-311-000	BLACK TONER	2,250.00
139629	7/03	NYBERG TROPHIES & AWARDS	524-05-50101-311-000	DAD'S DAY TROPHIES	30.00
139630	7/03	L & L CONCRETE	110-00-44107-000-000	PERMIT OVERCHARGE	10.00
139631	7/03	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	07/03/14 DEDUCTION 07/03/14 DEDUCTION 07/03/14 DEDUCTION ..... CHECK TOTAL	104.00 87.00 45.00 236.00
139632	7/03	CITY OF MADISON	110-02-52107-264-000	3 REG FEES 3/26-27	270.00
139633	7/03	LIFELINE TRAINING, LTD	110-02-52107-264-000	8/19-20 MILWAUKEE	954.00
139634	7/03	LOGISTICS PLUS	205-03-53118-219-000	06/14-TIRE RECYCLING	1,200.00
139635	7/03	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 520-09-50201-347-000	06/14-TD SHOP SUPPLI 05/14-TD SHOP SUPPLI ..... CHECK TOTAL	396.86 183.01 579.87

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139636	7/03	ARNOLD & O'SHERIDAN	412-11-51302-583-000	5/14 ENGINEERING SPC	300.00
139637	7/03	STATE BAR OF WISCONSIN	110-01-50301-322-000	06/14-LEGAL PUBLICAT	195.18
139638	7/03	MENARDS (KENOSHA)	501-09-50105-344-000	06/14-SW MERCHANDISE	249.90
			501-09-50105-344-000	06/14-ST MERCHANDISE	124.95
			521-09-50101-382-000	06/14-AR MERCHANDISE	75.49
			501-09-50105-344-000	06/14-SW MERCHANDISE	65.91
			110-03-53107-389-000	06/14-ST MERCHANDISE	64.63
			110-02-52103-365-000	06/14-PD MERCHANDISE	56.46
			524-05-50101-361-000	06/14-GO MERCHANDISE	54.27
			631-09-50101-311-000	06/14-EN MERCHANDISE	53.68
			110-05-55109-361-000	06/14-PA MERCHANDISE	25.39
				..... CHECK TOTAL	770.68
139639	7/03	DELL COMPUTERS	110-01-51102-539-000	DELL POWEREDGE R520	10,608.10
139640	7/03	DEVELOPMENT COUNSELLORS INT	411-11-51302-219-000	05/14 BRANDING PROJ	1,263.42
139641	7/03	PARKING LOT MAINTENANCE	405-11-51317-589-833	EST 1 THRU 6/27/14	95,924.52
139642	7/03	DYNAMIC RECYCLING, INC	110-03-53117-253-000	5/14 RECYCLE ELCTRNC	1,594.67
			110-03-53117-253-000	5/14 RECYCLE ELCTRNC	1,574.09
			110-03-53117-253-000	5/14 RECYCLE ELCTRNC	1,509.42
				..... CHECK TOTAL	4,678.18
139643	7/03	OUTSTANDING GRAPHICS	501-09-50101-311-000	SWU DOOR HANGERS	183.00
139644	7/03	NATIONAL TAX SEARCH LLC	110-00-21106-000-000	2013 TAX-6127 GBR	47.50
139645	7/03	HANSEN'S POOL & SPA INC	110-05-55111-361-000	THERMOMETER POOLS	14.99
139646	7/03	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	FINLEY V CITY	1,488.50
			110-09-56402-219-000	THOMPkins V CITY	142.20
				..... CHECK TOTAL	1,630.70
139647	7/03	WIS SCTF	110-00-21581-000-000	07/03/14 HRLY DEDCT	1,496.45
139648	7/03	GRAINGER	110-01-51801-241-000	06/14-MB PARTS/MATER	138.64
			630-09-50101-393-000	06/14-CE#8500 PARTS/	54.48
			521-09-50101-344-000	06/14-AR PARTS/MATER	12.83
				..... CHECK TOTAL	205.95

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139649	7/03	TIME WARNER CABLE	110-01-51102-233-000	06/19-7/18-SE-RR	139.95
139650	7/03	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	05/14 SEARCHES/LOCAT	186.00
139651	7/03	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	06/14 FD MEDICAL SUP	451.74
139652	7/03	HAPPENINGS MAGAZINE	222-09-50101-295-000	6/14 PARADE/JULY 4TH	657.00
			222-09-50101-295-000	6/14 CELEBRATE USA	493.00
			222-09-50101-295-000	05/14 JULY 4TH EVNTS	446.00
			222-09-50101-295-000	06/14 PARADE ADS	412.00
			524-05-50101-326-000	GOLF COURSE COUPON	79.00
				..... CHECK TOTAL	2,087.00
139653	7/03	CLEANCO	633-09-50101-243-000	06/14 JANITORIAL SRV	970.25
139654	7/03	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	3 REG FEES 6/16-18	525.00
139655	7/03	IAFF/NATIONWIDE	110-00-21574-000-000	06/16-30/14 CONTRIBS	20,600.15
139656	7/03	BRUCE MUNICIPAL EQUIPMENT	501-09-50105-361-000	MANHOLE COVER HOOKS	206.52
139657	7/03	PIEPER ELECTRIC	520-09-50401-344-000	06/14-TD MAINTENANCE	1,982.64
139658	7/03	AIRGAS NORTH CENTRAL	632-09-50101-393-000	06/14 SE INDUSTRIAL	155.50
			521-09-50101-344-000	06/14 AR INDUSTRIAL	149.18
			206-02-52205-389-000	06/14 FD #4 OXYGEN C	101.46
			110-03-53103-389-000	06/14 ST INDUSTRIAL	67.14
			632-09-50101-389-000	06/14 SE INDUSTRIAL	60.63
			521-09-50101-344-000	06/14 AR INDUSTRIAL	50.03
				..... CHECK TOTAL	583.94
139659	7/03	MAXIM REBUILDERS	524-05-50101-344-000	STARTER-FLT#2482	149.00
139660	7/03	RED THE UNIFORM TAILOR	110-02-52106-367-000	06/14 PD-UNIFORMS	443.38
			110-02-52106-367-000	05/14 PD-UNIFORMS	160.78
			110-02-52103-367-000	06/14 PD-UNIFORMS	143.90
			520-09-50101-367-000	05/14 TD-UNIFORM	139.32
			110-02-52106-367-000	06/14 PD-UNIFORMS	105.88
			110-02-52103-367-000	5/14 PD-UNIFORMS	91.90
				..... CHECK TOTAL	1,085.16

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139661	7/03	SUTPHEN TOWERS, INC	110-02-52203-344-000	06/14-FD MISC PARTS	426.87
139662	7/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	06/16-30/14 CONTRIBS	7,388.33
139663	7/03	CLARK DIETZ, INC	402-11-51406-219-000 402-11-51401-585-000 402-11-51201-585-000 420-11-51416-219-000 403-11-51416-219-000 403-11-51415-219-000 403-11-51208-589-000	05/14 39TH ST IMPRV 04/14 18TH AVE SURVY 04/14 18TH AVE-ENGN 05/14 ST LIGHT UPGR 05/14 LAGOON IMPRV 05/14 39TH AVE SEWR 05/14 ENG-OIL DROPOF	8,890.00 8,342.50 4,650.00 2,000.00 1,960.00 1,920.00 130.00
				..... CHECK TOTAL	27,892.50
139664	7/03	IOD INCORPORATED	110-02-52102-219-000 110-02-52102-219-000 110-09-56405-161-000	RECORDS #14-067950 RECORDS #14-080758 6/24/14 W/C	55.70 42.13 11.62
				..... CHECK TOTAL	109.45
139665	7/03	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/19/14 W/C	288.90
139666	7/03	UNITED OCC MEDICINE	110-09-56405-161-000 110-09-56405-161-000	5/13/14 W/C 5/12/14 W/C	850.85 152.15
				..... CHECK TOTAL	1,003.00
139667	7/03	AURORA HEALTH CARE	520-09-50101-161-000	4/1-30/14 W/C	3,140.86
139668	7/03	ENCORE UNLIMITED LLC	520-09-50101-161-000	6/27/14 W/C	28.30
139669	7/03	LGIP MUSEUM	110-00-21805-000-000	7/01/14 WIRE TRANS	133,000.00
139670	7/03	CASSIDY, ANNE	110-00-46394-000-000	APPLIANCE STICKER	15.00
139671	7/03	ENGLUND, CHRISTINA	110-00-21905-000-000	ORIBILETTI-6/22/14	100.00
139672	7/03	ROSMANN, MARSHA	110-00-21905-000-000	BEACH HOUSE-6/22/14	100.00
139673	7/03	MARTELL, LISA	110-00-21905-000-000	BEACH HOUSE-6/20/14	300.00
139674	7/03	TEW, STANLEY	110-09-56404-719-000	MAILBOX DMG 1/2/14	72.45

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139675	7/03	MEDINA, JOSEPH A	110-00-44702-000-000	TOW SERVICE LICENSE	100.00
139676	7/03	POSADA, GEORGINA	110-00-44203-000-000	CLASS B BEER/LIQUOR	575.00
139677	7/03	WARE, BRANDIE	110-00-21905-000-000	BEACH HOUSE 6/26-27	300.00
139678	7/03	MELENDEZ, DIANA	110-00-21905-000-000	ORIBILETTI 6/28/14	300.00
			110-00-46582-000-000	ORIBILETTI 6/28/14	150.00
				..... CHECK TOTAL	450.00
139679	7/03	WENBERG, JOHN D.	110-02-52107-263-000	06/16-18 APPLETON	63.00
			110-02-52102-341-000	06/16-18 APPLETON	15.00
			110-02-52107-261-000	06/16-18 APPLETON	6.00
				..... CHECK TOTAL	84.00
139680	7/03	DURKEE, MARY	524-05-50101-311-000	PRINTER INK	78.06
139681	7/03	MILLSAPS, NINA M.	611-09-50101-155-000	WELLNESS EXP/FIRE	36.58
139682	7/03	MOLINARO, DAVID	110-02-52107-263-000	LODGING PEORIA 6/19	185.92
			110-02-52107-263-000	6/19-20 PEORIA	42.00
				..... CHECK TOTAL	227.92
139683	7/03	VILLALOBOS, OSCAR	110-02-52107-263-000	6/16-18 APPLETON	63.00
139684	7/03	WEYRAUCH, DANIEL E.	110-02-52107-263-000	6/16-18 APPLETON	63.00
139685	7/03	GONZALEZ, REYNALDO	520-09-50101-367-000	2014 UNIFORM ALLOW	52.74
139686	7/03	CRUEY, EDWARD	110-01-50901-261-000	06/14 56 MILES	17.92
139687	7/03	WESTPHAL, RANDY	110-09-56405-166-000	06/21-07/31/14 PPD	1,395.33
139688	7/03	ARNEBERG, SCOTT M	110-01-51303-144-000	SPRING 2014 TUITION	432.00
139689	7/03	BALLARD, SCOTT	110-02-52103-263-000	6/23/14 WASH CO.	12.00
139690	7/03	FITZGERALD, TRAVIS A	110-02-52103-263-000	06/23/14 WASH CO.	12.00
139691	7/03	MALKUS, MICHELLE	110-02-52107-263-000	06/25-26 FRANKLIN	16.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139692	7/09	BINDELLI BROTHERS, INC	110-09-56501-259-569	06/14 4602 35 AVE	332.12
			110-09-56501-259-569	06/14 4618 35 AVE	80.00
			110-09-56501-259-569	06/14 4606 35 AVE	80.00
				..... CHECK TOTAL	492.12
139693	7/09	RNOW, INC.	630-09-50101-393-000	06/14-SE PARTS/MATER	3,345.01
			630-09-50101-393-000	06/14-SE PARTS/MATER	937.61
			630-09-50101-393-000	06/14-SE#2922 PARTS/	168.64
				..... CHECK TOTAL	4,451.26
139694	7/09	CLERK OF CIRCUIT COURT	110-01-50301-219-000	17 DOCKET FEES	85.00
139695	7/09	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	KENWOOD TK5210	12,528.00
			110-02-52103-231-000	KENWOOD TK5710	7,056.00
			520-09-50201-231-000	7-12/14-TD RADIO MAI	3,885.00
			110-02-52203-231-000	7-12/14-FD RADIO MAI	2,142.00
			110-02-52103-231-000	M/ACOM P25 REPEATER	780.00
			110-02-52103-231-000	M/ACOM BASE STATION	630.00
				..... CHECK TOTAL	27,021.00
139696	7/09	KRANZ, INC.	630-09-50101-393-000	07/14 PRODUCTS/MTRL	180.00
139697	7/09	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	07/14-ANIMAL CONTROL	12,066.84
139698	7/09	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	05/14 DRUGS	545.70
			110-02-52101-219-000	06/14 LAB 14-080863	99.20
			110-02-52101-219-000	06/14 LAB 14-076565	99.20
			110-02-52101-219-000	06/14 LAB 14-078875	99.20
				..... CHECK TOTAL	843.30
139699	7/09	KENOSHA NEWS	110-01-50101-321-000	06/14 COUNCIL MTG	431.81
			110-01-50101-321-000	06/14 CD-AMEND MAP	34.92
				..... CHECK TOTAL	466.73
139700	7/09	KENOSHA POPS BAND INC	222-09-50101-292-000	CONCERT SERIES	36,000.00
139701	7/09	FIRST SUPPLY CO.	501-09-50104-344-000	06/14 SW SUPPLIES AN	38.00
139702	7/09	RODE'S CAMERA	110-02-52206-388-000	05/14 FD SUPPLIES/PR	57.49

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139703	7/09	KENOSHA COUNTY	110-02-52105-283-000	07/14-RENT	11,566.67
139704	7/09	VAN'S ROOFING, INC	110-02-52203-245-000	ROOF REPAIRS	240.78
139705	7/09	WIS DEPT OF REVENUE	110-00-21512-000-000	06/16-30/14 DEDUCTS	107,198.02
139706	7/09	WE ENERGIES	633-09-50101-221-000	#26 04/29-05/29	2,392.46
			110-03-53109-221-000	#26 05/26-06/24	1,748.86
			110-05-55109-221-000	#26 04/24-06/24	1,649.46
			110-02-52203-221-000	#26 05/28-06/26	1,489.31
			110-03-53109-221-000	#26 05/22-06/23	1,428.34
			110-03-53109-221-000	#26 05/27-06/25	1,164.81
			632-09-50101-221-000	#26 04/29-05/29	1,082.40
			110-03-53103-221-000	#26 04/29-05/29	1,002.45
			522-05-50102-221-000	#26 05/20-06/19	831.11
			110-05-55109-221-000	#26 05/20-06/19	740.87
			110-03-53109-221-000	#26 05/21-06/22	720.80
			110-03-53116-221-000	#26 05/21-06/22	714.20
			110-05-55109-221-000	#26 05/21-06/22	415.53
			110-03-53109-221-000	#26 05/20-06/19	401.12
			110-05-55109-222-000	#26 04/28-05/28	395.67
			520-09-50202-221-000	#26 04/27-05/27	360.56
			110-03-53109-221-000	#26 04/28-05/28	160.04
			110-03-53103-221-000	#26 05/27-06/25	111.68
			520-09-50202-222-000	#26 04/27-06/25	82.46
			110-05-55106-222-000	#26 05/22-06/23	64.12
			519-09-50103-221-000	#26 05/27-06/25	57.94
			110-03-53117-221-000	#26 05/21-06/22	30.50
			110-05-55109-221-000	#26 05/22-06/23	29.37
			110-05-55109-222-000	#26 05/27-06/25	15.62
			110-05-55111-222-000	#26 05/23-06/23	14.29
			110-05-55109-221-000	#26 05/27-06/25	12.35
			522-05-50102-222-000	#26 05/20-06/19	10.61
			110-05-55109-222-000	#26 05/20-06/19	9.30
				..... CHECK TOTAL	17,136.23
139707	7/09	LEITCH PRINTING CORP.	110-01-52001-311-000	06/14 MC COURT CARDS	715.19
139708	7/09	PAYNE & DOLAN INC.	403-11-51102-588-000	06/14-AGGREGATE MATE	5,900.88
			110-03-53103-355-000	06/14-ASPHALT MATERI	1,880.81
				..... CHECK TOTAL	7,781.69

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139709	7/09	REINDERS INC.	630-09-50101-393-000	06/14-CE#2482 PARTS/	360.87
			630-09-50101-393-000	06/14-CE PARTS/SERVI	276.25
			630-09-50101-393-000	06/14-CE#2482 PARTS/	181.15
			110-05-55109-344-000	06/14-PA#3174 PARTS/	31.79
				..... CHECK TOTAL	850.06
139710	7/09	KENOSHA WATER UTILITY	110-00-46908-999-000	12/13 HYDRANT DEDCT	2,500.00
139711	7/09	WISCONSIN FUEL & HEATING	630-09-50101-391-000	06/14-CE UNLEADED GA	26,238.50
			630-09-50101-392-000	06/14-CE DIESEL FUEL	25,748.25
			520-09-50106-341-000	06/14-TD DIESEL FUEL	24,410.61
				..... CHECK TOTAL	76,397.36
139712	7/09	BATTERIES PLUS LLC	110-02-52103-385-000	06/14 PD BATTERIES &	215.00
			110-02-52203-382-000	06/14 FD #7 BATTERIE	11.50
				..... CHECK TOTAL	226.50
139713	7/09	AT&T	110-02-52203-225-000	6/22-7/21 REPEATER	413.26
139714	7/09	NATIONAL SPRING, INC.	110-02-52203-344-000	06/14 SPRINGS AND PA	2,598.52
139715	7/09	TDS	110-01-51801-227-000	07/14 PHONE SERVICE	5,263.26
			110-00-15202-000-000	07/14 PHONE SERVICE	2,134.44
			520-09-50301-227-000	07/14 PHONE SERVICE	771.73
			110-03-53103-227-000	07/14 PHONE SERVICE	563.68
			110-00-14401-000-000	07/14 PHONE SERVICE	447.96
			632-09-50101-227-000	07/14 PHONE SERVICE	393.81
			521-09-50101-227-000	07/14 PHONE SERVICE	345.06
			110-05-55109-227-000	07/14 PHONE SERVICE	338.73
			501-09-50101-227-000	07/14 PHONE SERVICE	225.31
			110-03-53116-227-000	07/14 PHONE SERVICE	203.93
			520-09-50401-227-000	07/14 PHONE SERVICE	142.04
			110-02-52108-225-000	07/14 PHONE SERVICE	132.06
			110-02-52110-227-000	07/14 PHONE SERVICE	102.51
			524-05-50101-227-000	07/14 PHONE SERVICE	95.73
			520-09-50202-227-000	07/14 PHONE SERVICE	70.52
			110-02-52203-227-000	07/14 PHONE SERVICE	68.67
			206-02-52205-227-000	07/14 PHONE SERVICE	67.40
			110-02-52108-225-000	07/14 PHONE CALLS	54.42
			110-05-55111-227-000	07/14 PHONE SERVICE	45.78
			110-02-52110-225-000	07/14 PHONE CALLS	34.81
			110-01-51801-225-000	07/14 PHONE CALLS	17.66
			524-05-50101-225-000	07/14 PHONE CALLS	7.99
			520-09-50301-225-000	07/14 PHONE CALLS	2.79
			110-03-53103-225-000	07/14 PHONE CALLS	1.59
			110-05-55111-225-000	07/14 PHONE CALLS	1.19
			110-05-55109-225-000	07/14 PHONE CALLS	1.19
			632-09-50101-225-000	07/14 PHONE CALLS	.92
			501-09-50101-225-000	07/14 PHONE CALLS	.59

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53116-225-000	07/14 PHONE CALLS	.55
				..... CHECK TOTAL	11,536.32
139716	7/09	OFFICEMAX	110-02-52103-311-000	06/14 PD #2883 OFFC	1,160.84
			110-01-51601-311-000	06/14 CD #2874 OFFC	218.48
			110-02-52103-311-000	06/14 PD #2876 OFFC	116.30
			520-09-50106-311-000	06/14 TD #2879 OFFC	104.10
			110-01-50101-311-000	06/14 CT #2882 OFFC	84.97
			110-01-51303-311-000	06/14 HR #2877 OFFC	57.15
			110-02-52201-311-000	06/14 FD #2875 OFFC	45.63
			110-03-53101-311-000	06/14 PW #2873 OFFC	39.12
			110-01-51303-311-000	06/14 HR #2877 OFFC	38.10
			110-01-51303-311-000	06/14 HR #2878 OFFC	20.57
				..... CHECK TOTAL	1,885.26
139717	7/09	XEROX CORPORATION	110-02-52201-232-000	3/21-5/16/14 CHRGS	26.55
139718	7/09	HOLLAND SUPPLY, INC.	630-09-50101-393-000	06/14-SE HYDRAULIC F	294.56
			630-09-50101-393-000	06/14-SE HYDRAULIC F	72.23
			501-09-50105-344-000	06/14-SW HYDRAULIC F	37.74
			501-09-50105-344-000	06/14-SE HYDRAULIC F	25.16
				..... CHECK TOTAL	429.69
139719	7/09	TOP CHOICE RENTALS/TENTS	222-09-50101-295-000	PARADE TENTS/CHAIRS	824.71
139720	7/09	KENOSHA TROPHY COMPANY	222-09-50101-295-000	PARADE RIBBONS	97.50
139721	7/09	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	06/14-SE#8514 PARTS/	700.36
139722	7/09	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	06/14-FD MERCHANDISE	67.94
			110-05-55109-249-000	06/14-PA MERCHANDISE	9.98
				..... CHECK TOTAL	77.92
139723	7/09	VERMEER SALES & SERVICE	630-09-50101-393-000	06/14-SE PARTS/SERVI	104.84
139724	7/09	US CELLULAR	521-09-50101-226-000	06/14 AR-CELL AIRTM	24.99
139725	7/09	LEE PLUMBING, INC.	420-11-51301-579-000	LABOR/MATERIALS	7,086.00
139726	7/09	UNISOURCE WORLDWIDE	630-09-50101-393-000	06/14 CE PAPER PRODU	5,506.78
			630-09-50101-393-000	06/14 CE PAPER PRODU	2,629.44
				..... CHECK TOTAL	8,136.22

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139727	7/09	PAUL CONWAY SHIELDS	110-02-52206-367-000	06/14 TURNOUT GEAR	4,159.40
			110-02-52206-367-000	05/14 TURNOUT GEAR	335.00
				..... CHECK TOTAL	4,494.40
139728	7/09	US CELLULAR	501-09-50103-226-000	06/14 SW-CELL AIRTM	15.20
			501-09-50106-226-000	06/14 SW-CELL AIRTM	3.05
				..... CHECK TOTAL	18.25
139729	7/09	EMERGING COMMUNITIES CORP	420-11-51310-589-000	7/14 SERVICES	2,500.00
139730	7/09	MID-STATE EQUIPMENT	521-09-50101-344-000	06/14-AR SERVICE/PAR	295.00
139731	7/09	VERIZON WIRELESS	110-03-53103-226-000	07/14 PHONE SERV/AIR	1,378.08
			110-01-51801-226-000	07/14 CELL SERVICE	184.01
			110-02-52201-226-000	07/14 CELL SERVICE	121.26
			110-01-50301-226-000	07/14 CELL SERVICE	116.72
			631-09-50101-226-000	07/14 CELL SERVICE	115.36
			110-01-51301-226-000	07/14 CELL SERVICE	115.36
			631-09-50101-226-000	07/14 DATA PLAN	80.02
			501-09-50103-226-000	07/14 DATA PLAN	80.02
			110-01-51601-226-000	07/14 CELL SERVICE	77.49
			110-01-50901-226-000	07/14 CELL SERVICE	62.99
			110-01-51201-226-000	07/14 CELL SERVICE	62.67
			521-09-50101-226-000	07/14 CELL SERVICE	61.43
			110-05-55101-226-000	07/14 CELL SERVICE	60.67
			110-02-52101-226-000	07/14 CELL SERVICE	58.50
			520-09-50301-226-000	07/14 CELL SERVICE	58.36
			110-01-51101-226-000	07/14 CELL SERVICE	58.36
			501-09-50103-226-000	07/14 CELL SERV/AIRT	57.73
			501-09-50101-226-000	07/14 CELL SERVICE	57.70
			110-03-53101-226-000	07/14 CELL SERVICE	57.68
			110-01-51303-226-000	07/14 CELL SERVICE	57.68
			110-05-55109-226-000	07/14 PHONE SERV/AIR	57.68
			110-05-55101-226-000	07/14 PHONE SERV/AIR	57.68
			110-02-52102-226-000	07/14 CELL SERVICE	51.99
			501-09-50106-226-000	07/14 DATA PLAN	40.01
			501-09-50106-226-000	07/14 DATA PLAN	40.01
			110-01-51901-226-000	07/14 CELL SERVICE	36.01
			206-02-52205-226-000	07/14 DATA PLAN	36.01
			110-02-52103-226-000	07/14 CELL AIR CHGS	35.46
			110-02-52103-226-000	07/14 CELL SERVICE	30.26
				..... CHECK TOTAL	3,307.20

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139732	7/09	PALMEN MOTORS	630-09-50101-393-000	05/14-CE REPAIR/REPA	210.20
139733	7/09	MALSACK, J	461-11-51401-581-000	6/14 WEED/GRASS - C	1,671.21
			463-11-51202-219-000	6/14 WEED/GRASS B	1,037.87
			463-11-51302-219-000	6/14 PARCELS MTN- A	891.48
			463-11-51302-219-000	6/14 WEED/GRASS - D	798.79
			110-09-56501-259-570	6/14 4001 33RD AVE	385.70
			110-09-56501-259-570	6/14 5210 58TH ST	368.58
			110-09-56501-259-570	6/14 6415 28TH AVE	251.21
			110-09-56501-259-570	6/14 5416 PERSHING	231.82
			110-09-56501-259-570	6/14 1712 55TH ST	209.85
			110-09-56501-259-570	6/14 4420 53RD ST	161.10
			110-09-56501-259-570	6/14 6706 26TH AVE	151.14
			463-11-51002-219-000	6/14 PARCELS MTN- A	137.37
			110-09-56501-259-570	6/14 6103 23RD AVE	117.24
			110-09-56501-259-570	6/14 1410 74TH ST	92.21
			110-09-56501-259-570	6/14 4001 35TH AVE	89.77
			110-09-56501-259-570	6/14 4817 25TH AVE	74.24
			110-09-56501-259-570	6/14 4101 45TH AVE	64.84
			110-09-56501-259-570	6/14 4055 25TH AVE	64.84
			110-09-56501-259-570	614 4013 35TJ AVE	63.30
			110-09-56501-259-570	6/14 4221 35TH AVE	60.85
			110-09-56501-259-570	6/14 2502 54TH ST	57.70
			110-09-56501-259-570	6/14 5107 24TH AVE	39.61
			110-09-56501-259-570	6/14 2231 63RD ST	32.50
			463-11-51302-219-000	6/14 ADL 5814 19 AV	29.79
			463-11-51302-219-000	6/14 711/15 56TH ST	21.94
			110-09-56501-259-570	6/14 4007 35TH AVE	9.97
			110-09-56501-259-570	6/14 2410 61ST ST	6.65
				..... CHECK TOTAL	7,121.57
139734	7/09	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	SAFETY PRODUCTS,	1,303.91
			630-09-50101-393-000	06/14 CE #3820 SAFET	728.20
				..... CHECK TOTAL	2,032.11
139735	7/09	CRICKET COMMUNICATIONS	110-02-52102-219-000	DETAIL REC 14-082253	69.50
139736	7/09	AUTUMN SUPPLY	520-09-50201-246-000	06/14 PARTS/MATERLS	310.08
139737	7/09	FIFTY STATES DIST.	110-02-52203-259-000	05/14-FD LAUNDRY SER	3,783.20

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139738	7/09	FASTENAL COMPANY	630-09-50101-393-000	06/14 SE TOOLS/MATER	9.44
			110-03-53103-389-000	06/14 ST TOOLS/MATER	7.58
				..... CHECK TOTAL	17.02
139739	7/09	GOVERNMENT FINANCE OFFICERS	110-01-51101-322-000	GAAFR 9/14-8/15	50.00
139740	7/09	AMERICAN HYDRAULICS	630-09-50101-393-000	06/14 SE #1006 PARTS	613.00
139741	7/09	CENTRAL SAW AND MOWER	110-05-55109-344-000	06/14 PA PARTS & SER	85.25
139742	7/09	GLEASON REDI-MIX	403-11-51102-588-000	06/14 CONCRETE MTRL	616.00
			403-11-51102-588-000	06/14 CONCRETE MTRL	437.50
			110-05-55109-355-000	06/14 PA-MATERIALS	400.00
			403-11-51102-588-000	06/14 CONCRETE MTRL	380.00
			403-11-51102-588-000	06/14 CONCRETE MTRL	367.50
			110-05-55109-355-000	05/14 PA-6 BAG AWR	350.00
			403-11-51102-588-000	06/14 CONCRETE MTRL	280.00
			403-11-51102-588-000	06/14 CONCRETE MTRL	190.00
				..... CHECK TOTAL	3,021.00
139743	7/09	MENARDS (KENOSHA)	501-09-50105-353-000	06/14-SW MERCHANDISE	209.93
			501-09-50103-361-000	06/14-EN MERCHANDISE	203.68
			631-09-50101-361-000	06/14-EN MERCHANDISE	188.86
			110-05-55111-361-000	06/14-ANDERSON POOL	99.87
			110-05-55109-361-000	06/14-PA MERCHANDISE	87.38
			110-05-55111-249-000	06/14-PA MERCHANDISE	57.36
			110-05-55109-344-000	06/14-PA MERCHANDISE	19.49
			110-03-53103-389-000	06/14-ST MERCHANDISE	17.58
			110-05-55109-244-000	06/14-ROOSEVELT PK	10.54
				..... CHECK TOTAL	894.69
139744	7/09	SOUTHERN COMPOSITES, INC.	241-09-50101-365-000	RIFLE MOUNT	375.00
			241-09-50101-365-000	GUN LOCK	120.00
				..... CHECK TOTAL	495.00
139745	7/09	MECHANICAL ASSOCIATES OF WIS	110-03-53103-241-000	REPLACE GAS LINE	4,967.00
139746	7/09	MAGNET FORENSICS	717-09-50101-316-000	1 YR SMS FOR IEF ADV	550.00
139747	7/09	ILLINOIS ASSOC OF CODE	110-01-51601-264-000	7/9 QRTRLY TRAINING	135.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139748	7/09	LET FREEDOM SING, INC	222-09-50101-259-908	PB&J SPONSORSHIP	1,000.00
139749	7/09	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-365-000	GLOVE	49.50
139750	7/09	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	06/14 PD EXTINGUISHE	151.60
139751	7/09	PLATINUM SYSTEMS	110-02-52101-316-000	AVG	3,460.00
139752	7/09	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	06/14 SE #1006 PARTS	517.91
139753	7/09	RED THE UNIFORM TAILOR	110-02-52206-367-000	06/14 FD-UNIFORMS	326.90
			110-02-52206-367-000	06/14 FD-UNIFORMS	183.90
			110-02-52206-367-000	06/14 FD-UNIFORMS	183.90
			110-02-52206-367-000	06/14 FD-UNIFORMS	183.90
			110-02-52103-367-000	06/14 PD-UNIFORMS	87.98
			520-09-50101-367-000	06/14 TD-UNIFORMS	49.90
				..... CHECK TOTAL	1,016.48
139754	7/09	AVI SYSTEMS, INC	761-09-50101-230-000	6/14 CAMERA REPAIRS	387.00
139755	7/09	LABAHN, JEFFREY B	110-01-51601-219-000	07/14 REPLENISH	90.00
			110-01-51601-311-000	07/14 REPLENISH	44.94
				..... CHECK TOTAL	134.94
139756	7/09	KOEHLER, GERARD	110-00-45103-000-000	REISSUE CK 139067	7.93
			110-00-21901-000-000	REISSUE CK 139067	2.07
				..... CHECK TOTAL	10.00
139757	7/09	OLSON, DOUG	110-00-21905-000-000	BEACH HOUSE 6/28/14	300.00
139758	7/09	EISENHAUER, CANDY	222-09-50101-295-000	DRIVER CIVIC PARADE	20.00
139759	7/09	COVELLI, ELIO	222-09-50101-295-000	DRIVER CIVIC PARADE	20.00
139760	7/09	ME ENTERPRISES	110-00-21119-000-000	ESCROW 4611 GRN BAY	2,000.00
139761	7/09	MARVIN, MICHAEL A	110-00-21904-000-000	BOND U121800	56.70
139762	7/09	YANUZZI, LESA	110-00-21905-000-000	BEACH HOUSE-6/29/14	300.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139763	7/09	SALAS, DEBRA	110-01-50401-263-000	BOR EXPENSES	101.51
139764	7/09	WITT, JERALD	110-02-52103-263-000	6/28/14 WINNEBAGO	8.00
139765	7/09	GALLEY, JEFFREY	110-02-52103-263-000	6/28/14 WINNEBAGO	8.00
139766	7/09	BOSMAN, KEITH	110-01-51301-341-000	GAS/MAYOR'S VAN	36.35
139767	7/09	KOCHMAN, KRIS	222-09-50101-295-000	PARADE EXPENSES	62.56
139768	7/09	HILL, RYAN	110-02-52103-263-000	07/02/14 WINNEBAGO	12.00
139769	7/09	TETRICK, JASON R	110-02-52103-263-000	07/02/14 WINNEBAGO	12.00
139770	7/09	BALTES, JO	110-01-51306-312-000	POSTAGE	9.60
139771	7/09	KRUSE, JACALYN	631-09-50101-261-000	6/13-7/03 140 MILES	78.40
139772	7/11	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	06/14 ST ELECTRICAL	132.20
			110-03-53109-375-000	06/14 ST ELECTRICAL	9.20
				..... CHECK TOTAL	141.40
139773	7/11	KENOSHA AREA CONVENTION &	110-00-41204-999-000	3RD PYMT PROJ 2014	108,355.23
139774	7/11	BURR OAKS GREENHOUSE	222-09-50101-259-000	10 BARRELS PLANTED	5,000.00
139775	7/11	HWY C SERVICE	110-03-53113-353-000	06/14 ST-SERVC/PARTS	83.91
			630-09-50101-393-000	05/14 CE-SERVC/PARTS	62.09
			630-09-50101-393-000	06/14 CE-RETURN PRT	54.43CR
				..... CHECK TOTAL	91.57
139776	7/11	INTERSTATE ELECTRIC SUPPLY	110-03-53109-361-000	06/14 ST-ELECTRICAL	13.27
139777	7/11	JANTZ TOWING SERVICE	110-02-52103-219-000	06/14 14-087534 TOW	15.00
139778	7/11	CARDINAL HEALTH	206-02-52205-318-000	05/14 MEDICAL SUPPL	1,162.59
			206-02-52205-318-000	06/14 MEDICAL SUPPL	548.49
			206-02-52205-318-000	05/14 MEDICAL SUPPL	474.83
			206-02-52205-318-000	06/14 MEDICAL SUPPL	435.34
			206-02-52205-318-000	05/14 MEDICAL SUPPL	231.92
			206-02-52205-318-000	06/14 MEDICAL SUPPL	28.76
				..... CHECK TOTAL	2,881.93

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139779	7/11	WIS DEPT OF REVENUE	110-09-56507-259-999	06/14 SALES TAX	3,708.77
139780	7/11	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	06/14 CE #2503 LABOR	82.63
139781	7/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	07/11/14 CITY HRLY 07/11/14 WATER HRLY ..... CHECK TOTAL	11,100.55 3,590.87 14,691.42
139782	7/11	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000 110-09-56405-161-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	5/19/14 W/C 5/7/14 W/C 05/14 LAB 14-071509 06/14 LAB 14-071148 06/14 LAB 14-081913 06/14 LAB 14-083366 06/14 LAB 14-085653 04/14 LAB 14-051947 06/14 LAB 14-084115 05/14 LAB 14-066002 ..... CHECK TOTAL	4,270.44 201.34 99.20 99.20 99.20 99.20 99.20 49.60 49.60 49.60 5,116.58
139783	7/11	KENOSHA NEWS	110-01-50101-321-000 110-01-50101-321-000	06/14 CD-AMEND MAP 06/14 2ND READ ORDS ..... CHECK TOTAL	34.92 30.77 65.69
139784	7/11	PALMEN BUICK	630-09-50101-393-000	06/14 CE PARTS & MAT	22.79
139785	7/11	AMERICAN PLANNING ASSOC	110-01-51601-323-000	PLAN ADVISORY SRV	845.00
139786	7/11	WILLKOMM INC., JERRY	521-09-50101-341-000 521-09-50101-341-000 521-09-50101-341-000	06/14 AR DIESEL FUEL 06/14 AR OCTANE 06/14 AR OIL AND ANT ..... CHECK TOTAL	2,687.46 1,230.23 58.29 3,975.98
139787	7/11	DON'S AUTO PARTS	110-02-52203-344-000	06/14 FD PARTS & MAT	58.99
139788	7/11	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21914-000-000	06/14 TEMP PERMITS 06/14 BILL COLLECT ..... CHECK TOTAL	40,755.28 14,929.00 55,684.28
139789	7/11	LARK UNIFORM, INC.	110-02-52103-367-000	06/14 #497 UNIFORM I	141.90

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139790	7/11	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	06/14 MED DIRECTOR S	5,712.75
139791	7/11	CHASE BANK KENOSHA	110-00-21513-000-000	07/11/14 HRLY DEDCT	22,736.52
			110-00-21511-000-000	07/11/14 HRLY DEDCT	11,903.09
			110-00-21612-000-000	07/11/14 HRLY DEDCT	11,903.08
			110-00-21614-000-000	07/11/14 HRLY DEDCT	3,413.74
			110-00-21514-000-000	07/11/14 HRLY DEDCT	3,413.51
				..... CHECK TOTAL	53,369.94
139792	7/11	DREAMSCAPE LAWN CARE	633-09-50101-249-000	SPRING/FALL CLEAN UP	195.00
			633-09-50101-249-000	4/14 FERTILIZE/WEED	45.00
			633-09-50101-249-000	04/14 LAWN CARE	40.00
				..... CHECK TOTAL	280.00
139793	7/11	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	07/14 SPECL TRANSIT	19,250.00
			520-09-50301-258-000	07/14 WKND DISPATCH	750.00
				..... CHECK TOTAL	20,000.00
139794	7/11	OFFICEMAX	110-02-52201-311-000	06/14 FD #2885 OFFC	148.67
			110-01-50101-311-000	06/14 CT #2886 OFFC	143.20
			110-03-53101-311-000	06/14 PW #2887 OFFC	127.09
			110-01-51301-311-000	06/14 AD #2859 OFFC	21.90
			110-03-53101-311-000	06/14 PW #2880 MISC	18.90
			110-02-52201-311-000	06/14 FD #2885 OFFC	5.69
				..... CHECK TOTAL	465.45
139795	7/11	ZAK, PAUL	110-02-52203-165-000	07/14 BENEFITS	861.97
139796	7/11	PAT'S SERVICES, INC.	205-03-53119-282-000	5/20-6/16 PORTABLE T	84.00
139797	7/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	06/14 SW TOOLS AND S	279.00
			631-09-50101-361-000	06/14 EN TOOLS AND S	263.28
			501-09-50105-361-000	06/14 SW TOOLS AND S	238.53
			501-09-50103-361-000	06/14 EN TOOLS AND S	106.18
			631-09-50101-361-000	06/14 EN TOOLS AND S	76.15
			501-09-50105-389-000	06/14 SW TOOLS AND S	61.46
			110-03-53103-389-000	06/14 ST TOOLS AND S	49.42
				..... CHECK TOTAL	1,074.02
139798	7/11	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	06/14 BILLING FEE	12,920.15
			206-02-52205-219-000	06/14 C.C. FEES	192.69
			110-00-46209-999-000	06/14 SERVICES	153.83
				..... CHECK TOTAL	13,266.67

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139799	7/11	ACCURATE PRINTING CO., INC.	110-01-51901-311-000	06/14 CT-BALLOT ITMS	626.00
			110-02-52103-311-000	06/14 PD-EPS,LOG,OT	522.00
				..... CHECK TOTAL	1,148.00
139800	7/11	GREAT LAKES FIRE PROTECTION	110-02-52203-246-000	HOOD CLEANING	460.00
139801	7/11	HARRIS GOLF CARS	222-09-50101-295-000	PARADE GOLF CARTS	1,265.00
139802	7/11	CONNEY SAFETY PRODUCTS	501-09-50105-382-000	EYE WASH SOLUTION	254.88
			501-09-50105-382-000	EYEWEAR CLEANING	33.92
				..... CHECK TOTAL	288.80
139803	7/11	MESSERLI & KRAMER P.A.	110-00-21581-000-000	07/11/14 DEDUCTION	196.36
139804	7/11	MANDLIK & RHODES	501-09-50102-219-000	06/14 YW COUPON PRG	79.21
139805	7/11	CICCHINI ASPHALT LLC	402-11-51302-589-000	EST 6 THRU 5/28/14	36,473.12
			403-11-51314-588-000	EST 6 THRU 5/28/14	6,408.95
			110-03-53103-219-000	06/14 ASPHALT INSTL	748.25
				..... CHECK TOTAL	43,630.32
139806	7/11	CAPT JAMES LOVELL FHCC	206-00-13107-000-000	10/5/13 A JONES	240.06
139807	7/11	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	06/14 CT-OVERAGES	1,224.84
			110-02-52103-232-000	7-12/14 PD-SERVICE A	1,065.80
			110-01-51601-232-000	7-9/14 CD-COPIER AGR	869.80
			110-01-51601-232-000	4-6/14 CD-OVERAGES	593.21
			110-01-50101-232-000	07/14 CT-COPIER MNT	539.82
			110-02-52201-232-000	07/14 MANGD PRINTER	308.02
			110-02-52101-232-000	07/14 PD-SERVICE AGR	227.69
			110-01-51101-232-000	7-9/14 FN-COPIER AGR	200.86
			110-01-51601-232-000	07/14 MANGD PRINTER	164.16
			631-09-50101-232-000	07/14 PW-COPIER CHGS	162.40
			110-03-53101-232-000	07/14 PW-COPIER CHGS	162.40
			501-09-50101-232-000	07/14 PW-COPIER CHGS	162.39
			520-09-50301-232-000	07/14 MANGD PRINTER	102.60
			110-05-55101-232-000	07/14 MANGD PRINTER	102.60
			110-01-52001-232-000	07/14 MANGD PRINTER	102.60
			110-01-51101-232-000	07/14 MANGD PRINTER	102.60
			110-01-50101-232-000	07/14 MANGD PRINTER	102.60
			110-02-52201-232-000	07/14 FD-COPIER MNT	101.69
			632-09-50101-232-000	07/14 MANGD PRINTER	82.08
			110-03-53103-232-000	07/14 MANGD PRINTER	82.08
			110-01-51303-232-000	07/14 MANGD PRINTER	82.08
			110-01-51102-232-000	07/14 MANGD PRINTER	82.08
			110-01-51303-232-000	06/14 HR-OVERAGES	77.41
			110-01-50901-232-000	07/14 MANGD PRINTER	61.56
			110-01-50301-232-000	07/14 MANGD PRINTER	61.56
			110-01-51303-232-000	07/14 HR-SERVICE AGR	59.14

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51601-232-000	07/14 CD-COPIER MNT	50.22
			110-01-50301-232-000	07/14 LE-COPIER MNT	45.49
			632-09-50101-232-000	07/14 SE-COPIER MNT	45.00
			631-09-50101-232-000	07/14 MANGD PRINTER	41.04
			521-09-50101-232-000	07/14 MANGD PRINTER	41.04
			110-03-53116-232-000	07/14 MANGD PRINTER	41.04
			110-02-52103-232-000	07/14 MANGD PRINTER	41.04
			110-01-51301-232-000	07/14 MANGD PRINTER	41.04
			520-09-50301-232-000	07/14 TD-SERVICE AGR	36.45
			501-09-50105-232-000	06/14 ST-OVERAGES	35.06
			110-05-55101-232-000	07/14 PA-COPIER MNT	33.75
			110-02-52101-232-000	06/14 PD-OVERAGES	29.88
			110-02-52103-232-000	1-6/14 PD-OVERAGES	26.99
			110-01-51301-232-000	06/14 AD-OVERAGES	25.17
			110-01-50901-232-000	07/14 AS-COPIER MNT	22.74
			501-09-50105-232-000	07/14 ST-COPIER SRV	22.45
			110-03-53101-232-000	07/14 MANGD PRINTER	20.52
			110-02-52201-232-000	07/14 MANGD PRINTER	20.52
			110-01-51301-232-000	07/14 AD-SERVICE AGR	14.34
			521-09-50101-232-000	07/14 AR-COPIER MNT	14.04
			110-03-53103-232-000	07/14 ST-COPIER MNT	13.94
			110-01-51601-232-000	06/14 CD-OVERAGES	12.22
			110-01-50901-232-000	06/14 AS-OVERAGES	5.05
				..... CHECK TOTAL	7,563.10
139808	7/11	LEE PLUMBING, INC.	412-11-51302-583-000	EST 3 THRU 6/19/14	15,202.00
			521-09-50101-241-000	05/14 AR HVAC, PLUMB	512.00
				..... CHECK TOTAL	15,714.00
139809	7/11	KESSINGER, NANCY	110-01-51301-311-000	07/14 REPLENISH	59.91
			453-11-51301-217-000	07/14 REPLENISH	30.00
			110-01-51303-311-000	07/14 REPLENISH	30.00
			110-01-50101-321-000	07/14 REPLENISH	30.00
			110-01-51306-312-000	07/14 REPLENISH	15.20
			110-01-50901-311-000	07/14 REPLENISH	3.37
				..... CHECK TOTAL	168.48
139810	7/11	HUMANA CLAIMS	611-09-50101-155-527	07/07/14 MED CLAIMS	88,566.94
			611-09-50101-155-527	07/08/14 MED CLAIMS	57,667.41
			611-09-50101-155-527	07/03/14 MED CLAIMS	50,089.95
			611-09-50101-155-527	07/09/14 MED CLAIMS	24,101.70
			611-09-50101-155-527	07/07/14 PHARMACY	12,438.90
			611-09-50101-155-527	07/09/14 PHARMACY	10,033.58
			611-09-50101-155-527	07/03/14 PHARMACY	6,100.05
			611-09-50101-155-527	07/08/14 PHARMACY	2,054.10
				..... CHECK TOTAL	251,052.63

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139811	7/11	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	06/14 SERVICES/PART	1,620.00
139812	7/11	RUEKERT & MIELKE, INC.	403-11-51212-589-000	2/22-5/16 TASK 2	4,164.74
139813	7/11	WASTE MANAGEMENT OF WI	110-03-53117-253-416	06/14 1290.68 TONS	31,234.46
			110-03-53117-253-416	06/14 WDNR TONNAGE	16,778.84
			501-09-50104-253-000	06/14 287.95 TONS	6,968.39
			501-09-50104-253-000	06/14 WDNR TONNAGE	3,743.35
			110-03-53117-253-416	06/14 FUEL SURCHARGE	2,791.80
			110-03-53117-253-417	06/14 94/75 TONS	2,292.95
			110-03-53117-253-417	06/14 12 CMPCT PULLS	2,085.60
			110-03-53117-253-417	06/14 WDNR TONNAGE	1,231.75
			110-03-53117-253-417	06/14 COMPACTOR RENT	718.41
			501-09-50104-253-000	06/14 FUEL SURCHARGE	625.76
			110-03-53117-253-417	06/14 FUEL SURCHARGE	393.76
			110-03-53117-253-416	06/14 ENVIRO SURCHG	312.00
			501-09-50104-253-000	06/14 ENVIRO SURCHG	150.00
			110-03-53117-253-417	06/14 ENVIRO SURCHG	72.00
				..... CHECK TOTAL	69,399.07
139814	7/11	MID-STATE EQUIPMENT	521-09-50101-344-000	06/14 AR SERVICE/PAR	83.55
139815	7/11	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	07/11/14 DEDUCTION	31.31
139816	7/11	MALSACK, J	110-09-56501-259-570	07/14 6217 69TH ST	571.57
			110-09-56501-259-570	07/14 6118 54TH AVE	565.85
			110-09-56501-259-570	06/14 6317 86TH AVE	347.26
			110-09-56501-259-570	06/14 1339 57TH ST	217.06
			110-09-56501-259-570	06/14 6205 PERSHING	183.07
			110-09-56501-259-570	07/14 6333 29TH AVE	181.13
			110-09-56501-259-570	07/14 704 75TH ST	174.50
			110-09-56501-259-570	06/14 1500 60TH ST	168.08
			110-09-56501-259-570	07/14 6518 18TH AVE	162.23
			110-09-56501-259-570	07/14 2308 ROOSEVLT	155.32
			110-09-56501-259-570	07/14 7409 7TH AVE	149.62
			110-09-56501-259-570	06/14 1903 60TH ST	116.99
			110-09-56501-259-570	07/14 3712 16TH AVE	90.85
			110-09-56501-259-570	06/14 1616 67TH ST	87.15
			110-09-56501-259-570	06/14 3327 44TH ST	80.30
			110-09-56501-259-570	06/14 4119 56TH ST	66.01
			110-09-56501-259-570	06/14 3410 44TH ST	60.85
			110-09-56501-259-570	06/14 3404 44TH ST	37.41
			110-09-56501-259-570	06/14 6409 11TH AVE	23.27
				..... CHECK TOTAL	3,438.52

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139817	7/11	KIEFT BROTHERS INC.	403-11-51102-588-000	6/14 STORM SWR PIPE	2,312.00
139818	7/11	STARK ASPHALT	402-11-51201-585-000 402-11-51301-585-000	EST 5 THRU 6/13/14 EST 5 THRU 6/13/14 ..... CHECK TOTAL	89,001.60 23,263.78 112,265.38
139819	7/11	INSTY-PRINTS	724-00-21935-000-000	06/14 YOUTH MRL BRK	248.00
139820	7/11	WIS DEPT OF REVENUE	761-00-21512-000-000	06/14 KCM DEDUCTS	263.20
139821	7/11	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	07/11/14 CITY HRLY 07/11/14 WATER HRLY ..... CHECK TOTAL	1,190.00 404.62 1,594.62
139822	7/11	FIFTY STATES DIST.	110-02-52103-259-000	06/14 CLEAN #403	21.90
139823	7/11	FASTENAL COMPANY	501-09-50105-367-000 110-03-53103-389-000	06/14 SW TOOLS/MATER 05/14 ST TOOLS/MATER ..... CHECK TOTAL	100.16 18.30 118.46
139824	7/11	CARQUEST AUTO PARTS	630-09-50101-393-000	06/14 SE PARTS/MATER	120.10
139825	7/11	CDW-G	110-01-51102-539-000 110-01-51102-539-000 110-01-51102-539-000	05/14 COMPUTER EQUIP 06/14 COMPUTER EQUIP 06/14 COMPUTER EQUIP ..... CHECK TOTAL	309.03 186.94 182.08 678.05
139826	7/11	FOSTER COACH SALES, INC.	206-02-52205-344-000	05/14 FD REPAIR PART	841.51
139827	7/11	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	07/11/14 DEDUCTION 07/11/14 DEDUCITON 07/11/14 DEDUCTION ..... CHECK TOTAL	104.00 87.00 45.00 236.00
139828	7/11	INTERSTATE EMERGENCY VEHICLE	110-02-52203-344-000 110-02-52203-344-000 110-02-52203-344-000 110-02-52203-344-000 110-02-52203-344-000	05/14 PARTS/EQUIPMT 05/14 PARTS/EQUIPMT 05/14 PARTS/EQUIPMT 05/14 PARTS/EQUIPMT 05/14 PARTS/EQUIPMT ..... CHECK TOTAL	303.50 225.82 125.43 118.53 58.37 831.65

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139829	7/11	CARLSON MUSIC PRODUCTIONS	110-05-55108-219-000	SOUND SYSTEM	750.00
139830	7/11	LOGISTICS PLUS	205-03-53118-219-000	06/14 TIRE RECYCLING	1,200.00
139831	7/11	BRICKYARD INC, THE	405-00-46907-713-000	6/14 CLEAN/STACK BRK	5,640.00
139832	7/11	CITY OF MILWAUKEE	110-03-53103-355-000	6/14 ASPHALT EMULSN	682.50
139833	7/11	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	06/14 CHEMICALS	264.36
			206-02-52205-344-000	06/14 FD SUPPLIES/RE	229.89
			520-09-50201-347-000	06/14 SHOP SUPPLIES	202.26
			110-02-52203-344-000	06/14 FD SUPPLIES/RE	111.39
			206-02-52205-344-000	06/14 FD SUPPLIES/RE	111.38
				..... CHECK TOTAL	919.28
139834	7/11	WASTE MANAGEMENT	633-09-50101-253-000	6-7/14 LI WEEKLY PIC	164.73
			110-01-51801-246-000	07/14 MB PULL CHARGE	55.70
				..... CHECK TOTAL	220.43
139835	7/11	LAND SERVICES USA, INC.	455-11-51401-296-000	DRAW #2 TID #16-2	3,872,240.20
139836	7/11	DELL COMPUTERS	241-09-50101-363-000	LAPTOP COMPUTERS	12,700.20
139837	7/11	MOODY'S INVESTORS SERVICE	457-11-51401-217-000	4.275M ISSUE COST	8,925.00
139838	7/11	KENALL MANUFACTURING	457-11-51401-296-000	FINAL DRAW - TID #8	1,173,304.00
139839	7/11	HANSEN'S POOL & SPA INC	110-01-51801-382-000	6/14 SUPPL/FOUNTAIN	254.91
139840	7/11	PLATINUM SYSTEMS	110-02-52103-385-000	06/14 PD SUPPLIES	129.05
139841	7/11	WIS SCTF	110-00-21581-000-000	07/11/14 HRLY DEDCT	1,496.45
139842	7/11	MOTION INDUSTRIES	630-09-50101-393-000	06/14 CE MERCHANDISE	562.47
139843	7/11	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	ALARM MONITORING	448.20
139844	7/11	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	08/14 PREMIUM	50,489.76
139845	7/11	GRAINGER	521-09-50101-361-000	06/14 AR-PARTS/MATL	93.66
			110-05-55109-344-000	06/14 PARTS/MATERLS	19.78
				..... CHECK TOTAL	113.44

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139846	7/11	ARBITRAGE REBATE COMPANY	307-12-50101-259-000	07 ARB	2,000.00
139847	7/11	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 521-09-50101-219-000	07/14 TRANSIT-ROADRU 07/14 AIRPORT-ROADRU 07/14 CABLE CONTRACT ..... CHECK TOTAL	139.95 139.95 10.96 290.86
139848	7/11	LYNCH TRUCK CENTER	630-09-50101-393-000	06/14 #2494 REPAIR P	52.11
139849	7/11	GATEWAY TECH COLLEGE	110-02-52107-264-000	7 OFFICERS 3/31/14	1,400.00
139850	7/11	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	05/14 MEDICAL SUPPL 06/14 MEDICAL SUPPL 06/14 MEDICAL SUPPL 06/14 MEDICAL SUPPL ..... CHECK TOTAL	490.72 456.34 347.01 10.96 1,305.03
139851	7/11	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	06/14 BUS PARTS 06/14 BUS PARTS 05/14 BUS PARTS RTN ..... CHECK TOTAL	1,900.40 100.60 266.68CR 1,734.32
139852	7/11	SHAFFER ELECTRIC INC.	414-11-51302-583-000 110-02-52203-246-000	GENERATOR TRANSFER SWITCH ..... CHECK TOTAL	6,778.00 1,185.00 7,963.00
139853	7/11	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21512-000-000 761-00-21599-000-000 761-00-21511-000-000 761-00-21513-000-000	07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE ..... CHECK TOTAL	1,933.04 28.03CR 95.80CR 96.65CR 119.85CR 220.00CR 1,372.71
139854	7/11	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE 07/01-15/14 SERVICE ..... CHECK TOTAL	916.45 13.29CR 25.00CR 30.80CR 56.82CR 76.00CR 714.54

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139855	7/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	06/14 FD #3 OXYGEN C	86.51
			206-02-52205-389-000	06/14 FD #4 OXYGEN C	75.21
			206-02-52205-389-000	05/14 FD #4 OXYGEN C	69.49
			206-02-52205-389-000	06/14 FD #5 OXYGEN C	50.09
			206-02-52205-344-000	05/14 FD #4 OXYGEN C	32.07
			206-02-52205-389-000	05/14 FD #5 OXYGEN C	30.74
			206-02-52205-389-000	05/14 FD #3 OXYGEN C	30.74
			206-02-52205-389-000	05/14 FD #7 OXYGEN C	27.39
			206-02-52205-344-000	05/14 FD #7 OXYGEN C	16.04
					..... CHECK TOTAL
139856	7/11	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	07/14 DEDUCTIONS	1,384.90
139857	7/11	ERO-TEX	403-11-51102-588-000	06/14 ST EROSION SUP	3,060.00
			403-11-51102-588-000	06/14 ST EROSION SUP	3,060.00
				..... CHECK TOTAL	6,120.00
139858	7/11	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	4/23/14 W/C	221.40
			110-09-56405-161-000	5/21/14 W/C	207.00
				..... CHECK TOTAL	428.40
139859	7/11	GREAT LAKES PATHOLOGISTS SC	110-09-56405-161-000	4/11/14 W/C	74.11
139860	7/11	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	7/1/14 W/C	35.00
139861	7/11	BROWN, DENNIS, M.D.	110-09-56405-161-000	7/2/14 W/C	1,200.00
139862	7/11	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	5/19/14 W/C	460.80
139863	7/11	UNITED OCC MEDICINE	110-09-56405-161-000	5/12/14 W/C	249.30
			110-09-56405-161-000	5/20/14 W/C	161.10
			110-09-56405-161-000	5/15/14 W/C	161.10
				..... CHECK TOTAL	571.50
139864	7/11	AURORA HEALTH CARE	520-09-50101-161-000	5/6-22/14 W/C	1,941.41
			110-09-56405-161-000	4/11/14 W/C	1,282.64
			110-09-56405-161-000	5/30/14 W/C	170.85
			110-09-56405-161-000	5/23/14 W/C	170.85
			110-09-56405-161-000	4/28/14 W/C	170.85
			110-09-56405-161-000	4/21/14 W/C	170.85
			110-09-56405-161-000	4/11/14 W/C	51.85
				..... CHECK TOTAL	3,959.30

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139865	7/11	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	5/21/14 W/C	102.37
139866	7/11	EQUIAN LLC	110-09-56405-161-000	4/11-17/14 W/C	117.63
139867	7/11	SPORTS MEDICINE & ORTHOPEDIC	110-09-56405-161-000	7/2/14 W/C	8.40
139868	7/11	WORTH, ROSEMARY	110-00-21106-000-000	2013 RE TAX-OVERPAY	20.75
139869	7/11	HEIDE, FLORENCE & DAVID	110-00-21106-000-000	2013 RE TAX-OVERPAY	55.90
139870	7/11	LANE, FLOYD	110-00-21106-000-000	2013 RE TAX-OVERPAY	744.40
139871	7/11	MONROE, SHIRLEY & SHARON	110-00-21106-000-000	2013 RE TAX-OVERPAY	78.52
139872	7/11	BRUNETTE, MARY E	110-00-21106-000-000	2013 RE TAX-OVERPAY	22.69
139873	7/11	FFC, LLC	110-00-21106-000-000	2013 RE TAX-OVERPAY	94.16
139874	7/11	SLOBODIANUK, MARK	206-00-13107-000-000	TRANSPORT 3/18/14	198.20
139875	7/11	KENNEDY, T J	206-00-13107-000-000	B GERLACK 11/21/13	250.00
139876	7/11	ANTARAMIAN, EDWARD	110-01-50301-261-000 110-01-50301-263-000	6/18-20 WIS DELLS 6/18-20 WIS DELLS	157.92 43.00
				..... CHECK TOTAL	200.92
139877	7/11	ZENTMYER, JENNIFER	501-09-50103-261-000	06/14 193 MILES	108.08
139878	7/15	ICMA RETIREMENT TRUST	110-00-21572-000-000 110-00-21599-000-000	07/01-15/14 CONTRIB 07/01-15/14 CONTRIB	48,364.96 7,889.16
				..... CHECK TOTAL	56,254.12
139879	7/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	07/15/14 CITY SAL 07/15/14 WATER SAL 07/15/14 LIBRARY SAL	38,681.02 6,169.00 5,480.89
				..... CHECK TOTAL	50,330.91
139880	7/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	07/15/14 CITY SAL 07/15/14 LIBRARY SAL 07/15/14 WATER SAL	810.70 230.00 183.92
				..... CHECK TOTAL	1,224.62

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
139881	7/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	07/15/14 CITY SAL	84,250.00
			110-00-21563-000-000	07/15/14 WATER SAL	40.00
				..... CHECK TOTAL	84,290.00
139882	7/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	07/15/14 DEDUCTION	226.36
139883	7/15	CHASE BANK KENOSHA	110-00-21513-000-000	07/15/14 SAL DEDUCT	206,600.51
			110-00-21511-000-000	07/15/14 SAL DEDUCT	73,089.36
			110-00-21612-000-000	07/15/14 SAL DEDUCT	73,089.26
			110-00-21514-000-000	07/15/14 SAL DEDUCT	23,252.18
			110-00-21614-000-000	07/15/14 SAL DEDUCT	23,251.91
				..... CHECK TOTAL	399,283.22
139884	7/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	07/15/14 SAL DEDUCT	830.00
139885	7/15	PELION BENEFITS, INC.	110-00-21517-000-000	07/01-15/14 DEDUCTS	7,601.22
139886	7/15	JOHNSON BANK	110-00-21532-000-000	07/15/14 CITY SAL	25,488.54
			110-00-21532-000-000	07/15/14 WATER SAL	2,814.41
			110-00-21532-000-000	07/15/14 LIBRARY SAL	1,375.00
				..... CHECK TOTAL	29,677.95
139887	7/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	07/15/14 DEDUCTION	743.00
			110-00-21581-000-000	07/15/14 DEDUCTION	419.00
			110-00-21581-000-000	07/15/14 DEDUCTION	400.00
				..... CHECK TOTAL	1,562.00
139888	7/15	WIS SCTF	110-00-21581-000-000	07/15/14 SAL DEDUCT	12,052.27
139889	7/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	07/15/14 DEDUCTION	375.00
139890	7/15	IAFF/NATIONWIDE	110-00-21574-000-000	07/01-15/14 CONTRIB	20,800.15
139891	7/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	07/01-15/14 CONTRIB	7,463.33
GRAND TOTAL FOR PERIOD *****					8,739,398.70