

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, August 6, 2012**  
**7:00 P.M.**

**CALL TO ORDER**  
**ROLL CALL**  
**MOMENT OF SILENCE**  
**PLEDGE OF ALLEGIANCE**

Approval of the minutes of the meeting held July 16, 2012.  
Matters referred to the Committees by the Mayor.  
Presentation, Commendations and Awards by Mayor.  
Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.1. Proposed Ordinance By the Mayor - To Amend and Create Various Sections of the Zoning Ordinance relating to Public Safety Communication Towers. (Also referred to Airport Commission)
- A.2. Proposed Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to Include the Attachment of Parcel #37-4-121-012-0330 located at 13525 60th Street, in the Village of Bristol, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Village of Bristol Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (City of Kenosha)

**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. \_\_\_\_\_ Operator's (Bartenders) license(s).
  - b. \_\_\_\_\_ Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. \_\_\_\_\_ Special Class "B" Beer and/or Special "Class B" Wine license(s).
  - d. \_\_\_\_\_ Taxi Driver License(s).

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

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

- C.1. Approve applications for new Operator's (Bartender) licenses, subject to demerit points listed:  
a. Durrell Davis (20 demerit points)  
b. Wayne Deike (20 demerit points)  
c. Katie Kruckenberg (20 demerit points)  
d. Keith Ballering (40 demerit points)  
e. Sara Lucci (40 demerit points)  
f. Ricardo Tagliapietra (40 demerit points)  
g. Prentice Black (80 demerit points)  
(LP-Ayes 5: Noes 0) **HEARING Pages 1-7**
- C.2. Deny application of Richard Kroncke, Jr., for a new Taxi Driver's license, based on material police record. (*Deferred from the meetings on June 11<sup>th</sup>, June 25<sup>th</sup>, and July 9<sup>th</sup>, 2012*). (LP-Ayes 3: Noes 2) **HEARING Pages 8-15**
- C.3. Approve application of Griffin Lanes, LLC, Karen Griffin, Agent, for a Class "B" Beer/"Class B" Liquor License located at 1120 - 80th Street, (Sheridan Lanes), with acceptance of a conditional surrender of a similar license at the same location from Sheridan Lanes, Inc. (12th District) (L/P-Ayes 4: Noes 0) **HEARING Pages 16-20**
- C.4. Approve application of Rajo Miraz Restaurant, Inc., Orlando Jaimes, Agent, for a Class "B" Beer/"Class B" Liquor License located at 7500 Sheridan Road, (Miraz Restaurant), subject to 20 demerit points and upon the conditional surrender of the Class "B" Beer license. (*12<sup>th</sup> District*) (LP-Ayes 5: Noes 0 ) **HEARING Pages 21-33**
- C.5. Approve application of Betty Jane, Inc., for a Transfer of Agent status of the Class "A" Beer/"Class A" Liquor License located at 1585 - 22<sup>nd</sup> Avenue, (Shenanigan's) from Scott Mitchell to Greg Czarnecki, subject to 0 demerit points. (LP-Ayes 5: Noes 0) **HEARING Pages 34-35**
- C.6. Approve application of GWK, Inc., for a Transfer of Agent status of the Class "B" Beer/"Class B" Liquor License located at 2427 - 52nd Street, (Shenanigan's on 52nd) from Betty Christensen to Greg Czarnecki, subject to 0 demerit points. (LP-Ayes 5: Noes 0) **HEARING Pages 36-37**

- C.7. Approve Application of BC Tavern of Kenosha, Inc., for a Transfer of Agent status of the Class "B" Beer/"Class B" Liquor License located at 4626 Sheridan Road (Sports on Sheridan) from Betty Christensen to Greg Czarnecki, subject to 20 demerit points. (LP-Ayes 5: Noes 0) **HEARING Pages 38-39**
- C.8. Approve Application of Imagine 4, LLC, for a Change in the Closing Hours to 1:30 a.m. on the Outdoor Extension located at 3000 Roosevelt Road, (Big Shotz Sports Bar). (LP-Ayes 4: Noes 1) **HEARING Pages 40-42**
- C.9. Approve Application of Kathleen A. Bezotte, for an Outdoor Area Cabaret License, located at 4619 8<sup>th</sup> Avenue., (Cheers) for August 25, 2012. (LP-Ayes 5: Noes 0) **HEARING Pages 43-45**
- C.10. Approve Application of G.H. Holdings, LLC, (Rivals Sports Pub & Grille), 6325 - 120th Ave., for a Yearly Cabaret License (2012-2013 Term). (LP-Ayes 5: Noes 0) **HEARING Pages 46-49**
- C.11. Approve Application of Rustic Ventures, LLC, (Rustic Road Brewing Company), 510 56th Street, for a Yearly Cabaret License (2012-2013 Term). (LP-Ayes 5: Noes 0) **HEARING Pages 50-52**
- C.12. Approve application of Tuscany Bistro Bar and Grill Kenosha, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 7410 - 118th Avenue, (Tuscany Bistro Bar and Grill). (LP-Ayes 5: Noes 0) **HEARING Pages 53-58**
- C.13. Approve Applications for Amusement and Recreation Enterprise Supervisor Licenses with no adverse Recommendations:  
a. Katey A. Walls, (Finney's Lounge/Pub 22)  
b. Jennifer Hammack (Pub 22)  
(LP-Ayes 5: Noes 0) **HEARING Pages 59-66**

#### **D. ORDINANCES 1<sup>st</sup> READING**

- D.1. By Committee on Public Safety and Welfare - to Amend Section 7.12 B (of the Code of General Ordinances) to Include a Four Way Stop at the Intersection of 31st Street and 14th Avenue. (Districts 1 and 6) (PSW: Ayes 5: Noes 0) **Pages 67-71**

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

- E.1. By Alderperson Jesse Downing - To Create Subparagraphs 3.17 C.10, 3.18 C.39, 4.06 C.6 and 6.01 F.26.e and to Amend Table 4.01 Group 3 of the Zoning Ordinance to Allow Golf and/or Batting Range Uses as a Conditional Use in Manufacturing Districts. (CP – Ayes 6: Noes 0) **Pages 72-77**

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

- F.1. By Alderperson Jan Michalski - To Create Chapter XXXVIII (of the Code of General Ordinances) Entitled Kenosha Heritage. (PSW - Deferred: Historic Preservation Commission – Ayes 5: Noes 0) (*NOTE: motion to defer for 30 days is in order*) **PUBLIC HEARING** **Pages 78-81**

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

- G.1. By Alderperson Jesse Downing - To Create Paragraphs 3.19 C.12 and 4.06 D.17, To Amend Section 4.02 B. Table 4.01 Group 4 and to Repeal and Recreate Paragraph 3.19 B.7.e. of the Zoning Ordinance of the City of Kenosha Regarding Medical Transportation Offices. (CP - Ayes 7: Noes 0) (*Deferred from the meetings of 06/04/12 and 07/02/12*) **PUBLIC HEARING** **Pages 82-87**

### **H. RESOLUTIONS**

- H.1. By Alderperson David F. Bogdala, Co-Sponsor: Alderperson G. John Ruffolo, Alderperson Steve G. Bostrom, Alderperson Jesse Downing - To Extend the City-Wide Housing Rehabilitation Loan Program (H.E.L.P.). (Deferred from the meeting of 07/02/12) (Fin.-Recommendation Pending) ***Status report to be presented by Frank Pacetti, City Administrator*** **Page 88**
- H.2. By the Mayor - Resolution Awarding the Sale of \$10,980,000 General Obligation Promissory Notes, Series 2012B (Fin.-Recommendation Pending) **Pages 89-102**
- H.3. By Public Works Committee – Intent to Assess for Project 12-1208 Sidewalk and Curb/Gutter Program (Citywide Locations) for Hazardous Sidewalk and/or Driveway Approach Only. (All Districts) (PW- Recommendation Pending) **Pages 103-104**
- H.4. By Committee on Public Safety and Welfare - to Designate as "Handicapped Parking" the First Space South of 59th Street on the West Side of 6th Avenue-A (District 2) (PSW-Ayes:5: Noes:0) **Pages 105-112**

- H.5. By Committee on Public Safety and Welfare - to Remove the Existing "1 Hour Parking, 8:00 a.m. - 6:00 p.m., Mon.-Sat., Excluding Holidays" Restriction on the East Side of 5th Avenue in Front of 6517/6519 5th Avenue. (District 3). (PSW-Ayes:5: Noes:0) **Pages 113-117**
- H.6. By Committee on Public Safety and Welfare - to Remove the Existing "2 Hour Parking, 6:00 a.m.-4:00 p.m., Monday-Friday, Excluding Holidays" Restriction from Both Sides of 38th Avenue from 65th Street North 200 Feet. (District 15) (PSW-Ayes:5: Noes:0) **Pages 118-122**
- H.7. By the Finance Committee – To Levy Special Tax Upon Certain Parcels of Land Within the City of Kenosha Pursuant to §5.11F of the Code of General Ordinances, Entitled “Sidewalks and Alleys to be Kept Clean by Responsible Party – Emergency Enforcement” (Snow Removal from Sidewalk) (Districts 4 & 9) (PW & -Fin.– Recommendations Pending) **HEARING Pages 123-124**
- H.8. By the Finance Committee - To Amend the Community Development Block Grant Fund Allocation Plans for 2005 - 2009. (CP – Ayes 6: Noes 0; Fin - Recommendation Pending) **Pages 125-131**
- H.9. By the Finance Committee - To Reallocate Community Development Block Grant Funds and Amend the 2012 Consolidated Plan - Annual Plan. (CP – Ayes 6: Noes 0; Fin - Recommendation pending) **Pages 132-138**
- H.10. By the Finance Committee - To Amend the 2012 Home Program Description. (Fin - Recommendation Pending) **Pages 139-151**

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

- I.1. Appointment of Richard Smart (1775 21st Avenue) to the Civil Service Commission to fulfill an unexpired term which will expire on June 7, 2014. **Page 152**
- I.2. Appointment of Phyllis M. Gordon (5204-46<sup>th</sup> Avenue) to the Kenosha Area Tourism Corporation for a term to expire May 1, 2014. **Page 153**

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

- J.1. Approve Award of Contracts for Projects:
- a. 12-1013 CDBG Resurfacing (67<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 18<sup>th</sup> Avenue, 65<sup>th</sup> Street - 24<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 57<sup>th</sup> Street - 23<sup>rd</sup> Avenue to 22<sup>nd</sup> Avenue, 67<sup>th</sup> Street - 27<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 68<sup>th</sup> Street - 24<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue) to Cicchini Asphalt, LLC, (Kenosha, Wisconsin), in the amount of \$801,634.30. (Districts 2, 8 & 12) (PW & SWU- Recommendations Pending)
  - b. 12-1014 Concrete Street Repairs (Citywide Locations) to Zignego Company, Waukesha, Wisconsin, in the amount of \$250,000. (All Districts) PW-Recommendation Pending)
  - c. 12-2032 Underground Storage Tank Area Interim Action at Kenosha Engine Plant (Disposal Only) (5555 30<sup>th</sup> Avenue) to Republic Services, Inc., Racine, Wisconsin, in the amount of \$157,000. (District 7) (PW- Recommendation Pending)
  - d. 12-2032 Underground Storage Tank Area Interim Action at Kenosha Engine Plant (5555 30<sup>th</sup> Avenue) to Veit & Company, New Berlin, in the amount of \$258,000. (District 7) (PW- Recommendation Pending)

**Pages 154-157**

## **K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. Approve Lease between City of Kenosha, Wisconsin and 9910 Properties LLC #9910. (Fin. - Recommendation Pending; Airport Commission-Ayes 3: Noes 0) **Pages 158-193**
- K.2. Approve Lease between City of Kenosha, Wisconsin and 9910 Properties LLC #9906. (Fin. - Recommendation Pending; Airport Commission-Ayes 3: Noes 0) **Pages 194-229**
- K.3. Approve Lease between City of Kenosha, Wisconsin and Danalan LLC #9962. (Fin. - Recommendation Pending; Airport Commission-Ayes 3: Noes 0) **Pages 230-267**
- K.4. Approval of Electric Transmission Line Easement with the City of Kenosha, (a Wisconsin Municipal Corporation), and American Transmission Company, LLC, (a Wisconsin Limited Liability Company). (PW- Recommendation Pending) **Pages 268-276**

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

- L.1. Disbursement Record #13 - \$4,329,031.54. (Fin.-Recommendation Pending) **Pages 277-309**
- L.2. KABA's 2nd Quarter RLF Report. (Fin-Recommendation Pending) **Pages 310-321**

- L.3. Request to Draw Funds from City and Urban Development Action Grant Revolving Loan Funds to Help Support Downtown Study. (Fin-Recommendation Pending) **Pages 322-326**
- L.4. 2013 Community Development Block Grant Fund Allocation Plan. (CP – Ayes 5: Noes 0: Abstain 1) (Fin.-Recommendation pending) **Pages 327-334**

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

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

- N.1. Application for Kenosha Area Chamber of Commerce for a Carnival License on August 24-25, 2012 in HarborPark. (District 2) (PSW-Ayes-5: Noes:0) **Pages 335-343**

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

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

LEGISLATIVE REPORT  
MAYOR'S COMMENTS  
ALDERMEN'S COMMENTS

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 16, 2012**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
July 16, 2012

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

The meeting was called to order at 7:10 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Schwartz, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Mathewson, Rosenberg, Gordon, Bostrom, Wilson, Downing and Bogdala. Alderpersons Kennedy, Prozanski and Orth were previously excused.

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

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

It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held July 2, 2012.

Motion carried unanimously.

Three citizens spoke during Citizen's Comments: Sue Schmidt-Decker, Margaret Heller and Roger Pacanowski.

**A. REFERRALS**  
**TO THE COMMITTEE ON FINANCE**

A.1. Proposed Resolution by the Finance Committee - To Amend the Community Development Block Grant Fund Allocation Plans for 2005 - 2009. (Also refer to City Plan Commission)

A.2. Proposed Resolution by the Finance Committee - To Reallocate Community Development Block Grant Funds and Amend the 2012 Consolidated Plan - Annual Plan. (Also refer to City Plan Commission)

A.3. Proposed Resolution by the Finance Committee - To Amend the 2012 Home Program Description.

A.4. 2013 Community Development Block Grant Fund Allocation Plan. (Also refer to City Plan Commission)

**TO THE CITY PLAN COMMISSION**

A.5. Proposed Ordinance by Alderperson Jesse Downing - To Create Subparagraphs 3.17 C.10., 3.18 C.39., 4.06 C.6. and 6.01 F.26.e and to Amend Table 4.01, Group 3 of the Zoning Ordinance to Allow Golf and/or Batting Range Uses as a Conditional Use in Manufacturing Districts.

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

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

a. 43 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. There were no applications for a transfer of agent status of Beer and/or Liquor licenses.

c. 1 application for a special 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.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to receive and file Quarterly Status Report for Tax Increment (TID) Rehab Loan Program and HELP Loan Program. On a voice vote, motion carried.

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

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

a. Zachary McDermott (20 demerit points)

b. Kayla Threlkeld (20 demerit points)

c. Andrew Kopania (20 demerit points)

d. Danielle Audi (20 demerit points)

e. Rachel Rorie (85 demerit points)

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

C.2. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to separate a. and b. On a voice vote, motion carried. It was moved by Alderperson Juliana, seconded by Alderperson Schwartz, to deny application for new Operator's (Bartender) license, based on material police record:

a. Brigett Hammond

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

It was moved by Alderperson Juliana, seconded by Alderperson Downing to approve application for new Operator's (Bartender) license:

b. Michael Souza

A hearing was held. The applicant did not appear. On a voice vote, motion was unclear. On roll call vote, motion failed (1-13), with Alderperson Juliana voting aye.

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 16, 2012**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

It was moved by Alderperson Ruffolo, seconded by Alderperson Bostrom, to deny based on material police record. On roll call vote, motion carried (13-1), with Alderperson Juliana voting nay.

C.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Ohnstad, to approve applications for renewal Operator's (Bartender) licenses, subject to demerit points listed:

- a. Martin Stella (20 demerit points)
- b. Joan Marie Eckert (non-renewal revocation – False Application)
- c. Paul Slagoski (non-renewal revocation – False Application)
- d. Samir Patel (non-renewal revocation – False Application)

The applicants did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Michalski, seconded by Alderperson Juliana to approve applications for new Taxi Driver's licenses, subject to demerit points listed:

- a. Kecha Gaddy (65 demerit points)
- b. James Nichols (75 demerit points)

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

C.5. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to approve the application of Thomas Holtz, for a new Taxi Driver's license, subject to 75 demerit points. A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.6. It was moved by Alderperson Juliana, seconded by Alderperson Ohnstad, to deny applications for new Taxi Driver's licenses, based on material police record:

- a. Patrick Frazier
- b. Rodney Hoffman

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

C.7. It was moved by Alderperson Downing, seconded by Alderperson Juliana to refer back to Licensing/Permit committee the amended application of Stein BP, Inc., Kevin J. Stein, Agent, to revise the licensed description of the premises of the Class "B" Beer License located at 12120 - 75th Street, (Interstate Dogs), to be conditioned upon the surrender of the Class "A" Beer License issued to Stein BP, Inc., Kevin Stein, Agent, at the same location.

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

C.8. It was moved by Alderperson LaMacchia, seconded by Alderperson Schwartz, to approve the renewal application of Freddie's, Inc., Fred Kauzrich, Agent, for a Class "B" Beer/"Class B" Liquor License, located at 2712 - 52nd Street, (Freddie's East), subject to 0 demerit points.

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

C.9. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve applications for Yearly Cabaret Licenses (2012-2013 Term), with no adverse recommendations:

- a. ALK, Inc., (2615 - 60th Street), Shenanigan's Pub & Grill
- b. CLS, Inc., (8303 - 22nd Ave.), Shenanigan's Pub

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

C.10. It was moved by Alderperson Juliana, seconded by Alderperson Downing, to approve applications for Yearly Cabaret Licenses (2012-2013 Term), subject to transfer of agent to Greg Czarniecki, with no adverse recommendations:

- a. GWK, Inc., (2427 - 52nd Street), Shenanigan's on 52nd
- b. BC Tavern of Kenosha, Inc. (4626 Sheridan Road), Sports on Sheridan

A hearing was held. Attorney Larry Keating was present on behalf of the applicants. On voice vote, motion carried.

C.11. It was moved by Alderperson LaMacchia, seconded by Alderperson Matthewson, to approve application of Kathleen A. Bezotte, for an Outdoor Area Cabaret License, located at 4619 - 8th Ave. (Cheers) for July 21, 2012.

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

C.12. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to approve applications for Amusement and Recreation Enterprise Supervisor Licenses, with no adverse recommendations:

- a. Megan Crayne - Finney's Lounge/Pub 22
- b. Amber Leonard – Finney's Lounge/Pub 22
- c. Bridget Pucci – Pub 22

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

C.13. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to approve application of Robert Strash, for an Amusement and Recreation Enterprise Supervisor License, (Finney's Lounge), subject to 35 demerit points.

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

C.14. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve application of Scott Bohlman, for an Amusement and Recreation Enterprise Supervisor License, (Pub 22), subject to 50 demerit points.

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

C.15. It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to approve application of Stephanie Perekovich, for an Amusement and Recreation Enterprise Supervisor License, (Pub 22/Finney's Lounge), subject to 60 demerit points.

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 16, 2012**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

C.16. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to deny application of Pro Wireless, LLC, for a Secondhand Jewelry Dealer License, located at 3103 - 60th Street, (Pro Wireless), based on saturation of this type of business. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

**D. ORDINANCES 1ST READING**

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

D.1. By Alderperson Jan Michalski - To Create Chapter XXXVIII of the Code of General Ordinances Entitled Kenosha Heritage.

On a voice vote, motion carried.

**F. ORDINANCES 2ND READING**

F.1. It was moved by Alderperson Juliana, seconded by Alderperson Downing, to adopt Ordinance 37-12 as amended by the Licensing/Permit Committee.

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

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

Ordinance 37-12 - By Alderperson Jesse Downing; Co-Sponsor: Alderperson Rocco LaMacchia, Sr.; Alderperson Chris Schwartz - To Repeal and Recreate Subsection 10.075 E.1. and E.2. and to Create Subsection 10.075 E.8. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) regarding Outdoor Extension of a "Class B", Class "B" and/or "Class C" Licensed Premises.

**G. ZONING ORDINANCES 2ND READING**

G.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to adopt Ordinance 38-12. A public hearing was held. No one spoke for or against said ordinance.

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

Ordinance 38-12 - By the City Plan Commission - Petition to Rezone property at 5909 56th Street from RS-1 Single-Family Residential District and A-2 Agricultural Land Holding District to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance.

**H. RESOLUTIONS**

H.1. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to adopt Resolutions 92-12 through 95-12. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolutions were thereupon adopted: By the Finance Committee – Resolutions to Impose Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

a. Resolution 92-12 Property Maintenance Reinspection Fees - \$6,614.00

b. Resolution 93-12 Boarding and Securing - \$742.24

c. Resolution 94-12 Grass and Weed Cutting - \$22,165.63

d. Resolution 95-12 trash and Debris Removal - \$300.00

H.2. It was moved by Alderperson Rosenberg, seconded by Alderperson LaMacchia, to adopt Resolution 96-12. A hearing was held. No one spoke. On roll call vote motion carried unanimously and said resolution was thereupon adopted:

Resolution 96-12 - By the Finance Committee - To Rescind One (1) Special Assessment (Trash and Debris Removal) Levied by Resolution No. 65-12 against Parcel No. 04-122-14-179-003 (4008-89th Street Kenosha, Wisconsin) in the Amount of \$200.00.

At this time, Alderperson Juliana exited the meeting and was not present to vote on Item H.3.

H.3. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to adopt Resolution 97-12. A hearing was held. No one spoke. On roll call vote motion carried unanimously and said resolution was thereupon adopted:

Resolution 97-12 -By the Mayor - Initial Resolution Authorizing the Borrowing of Not to Exceed \$10,980,000; Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith.

At this time, Alderperson Juliana returned to the meeting and was available to vote on Item H.4.

H.4. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to adopt Resolution 98-12 as amended by the Finance Committee. A hearing was held. No one spoke. On roll call vote motion carried unanimously and said resolution was thereupon adopted:

Resolution 98-12 - By the Mayor - Resolution Authorizing the Borrowing of \$1,342,826.17; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement.

**I. APPOINTMENTS/**

**REAPPOINTMENTS BY THE MAYOR**

It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve:

I.1. Appointment of Kathryn Comstock (3803-8th Avenue) to the City Plan Commission for a term to expire May 1, 2015.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve:

I.2. Appointment of Lester B. Wright (5517-16th Avenue) to the Kenosha Housing Authority for a term to expire July 1, 2017.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve:

I.3. Appointment of the following persons to the Kenosha Employee Helath Insurance Advisory Group for a term to expire

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
July 16, 2012**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

---

April 30, 2014:

- a. Alderperson Daniel Prozanski, Jr.
- b. Alderperson Rocco LaMacchia, Sr.

On roll call vote, motion carried unanimously.

**K. OTHER CONTRACTS AND AGREEMENTS**

K.1. It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve as amended by the Finance Committee the Ready For Reuse Program Loan Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant.

On roll call vote, motion carried unanimously.

K.2. It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve as amended by the Finance Committee the Ready For Reuse Program Grant Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant.

On roll call vote, motion carried unanimously.

K.3. It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve as amended by the Finance Committee Contract Amendment to Amend the City Revolving Loan Fund Program Agreement by and between the City of Kenosha and Kenosha Area Business Alliance, Inc. f/k/a Kenosha Area Development Corporation.

On roll call vote, motion carried unanimously.

K.4. It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve as amended by the Finance Committee Contract Amendment to Amend the Urban Development Action Grant (UDAG) Funds Agreement by and between the City of Kenosha and Kenosha Area Business Alliance, Inc. f/k/a Kenosha Area Development Corporation.

On roll call vote, motion carried unanimously.

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

It was moved by Alderperson Haugaard, seconded by Alderperson Bostrom, to approve:

- L.1. Disbursement Record #12 - \$5,956,357.07.

On roll call vote, motion carried unanimously.

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

It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to deny:

- P.1. Consideration of Claim - Atiya Williams, et al. v. City of Kenosha.

On roll call vote, motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Bogdala, seconded by Alderperson Downing, to adjourn at 8:28 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

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



**Bartender License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
7/5/2012	Wayne A. Delke	2/14/1970	Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N130543	6207-7th Avenue #28	Cooler Near the Lake	506-56th Street

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
2/7/2011	BLOOD ALCOHOL CONTENT	DISMISSED	Y	
2/7/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	20

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

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

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



**Bartender License**

**Police Record Report**

**APPLICANT INFORMATION**

<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
7/17/2012	Keith Ballering	11/10/1971	Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N130569	26970-97th Place 53179 Trevor, WI	CVS Pharmacy	3726-22nd Avenue

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
10/4/2011	Liquor License Violation	Dismissed	Y	20
	<i>BUSINESS GUILTY - CITATION</i>			
10/4/2011	Liquor, Sell to Minor	Dismissed	Y	20
	<i>BUSINESS GUILTY - CITATION</i>			
	<i>CASE 11146862</i>			

**CITY ATTORNEY'S RECOMMENDATION**

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

**CITY ATTORNEY'S COMMENTS**


**FINAL RECOMMENDATION**

**GRANT**, Subject to  Demerit Points  
 **DENY**, based on material police record (substantially related to the license activity)  
 **DEFER or GRANT subject to Non-Renewal Revocation due to False Application**

**Bartender License**

**Police Record Report**

**APPLICANT INFORMATION**

<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
7/12/2012	Sara Luccl	6/27/1979	Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N130562	2311-28th Ave (temporary)	Scotty's Tavern	2217-50th Street

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
7/17/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
8/14/2011	LIQUOR, LICENSE VIOLATION	GUILTY	Y	20

**CITY ATTORNEY'S RECOMMENDATION**

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

**CITY ATTORNEY'S COMMENTS**


**FINAL RECOMMENDATION**

**GRANT**, Subject to  Demerit Points

**DENY**, based on material police record (substantially related to the license activity)

**DEFER or GRANT subject to Non-Renewal Revocation due to False Application**

**Bartender License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
<b>7/16/2012</b>	<b>Ricardo Tagliapetra</b>	<b>3/12/1985</b>	<b>Suspended</b>
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
<b>N130566</b>	<b>5623-6th Avenue</b>	<b>Sazzy B</b>	<b>5623-6th Avenue</b>

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
<b>1/8/2011</b>	<b>OPERATING WHILE SUSPENDED</b> [2011TR2069]	<b>GUILTY</b>	<b>Y</b>	<b>20</b>
<b>10/29/2011</b>	<b>LICENSE NOT ON PERSON - P704081</b>	<b>GUILTY</b>	<b>Y</b>	<b>20</b>

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

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

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

**Bartender License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
7/13/2012	Prentice Black	2/5/1975	Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N130564	4506-17th Avenue	N/A	N/A

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
11/16/2008	OPERATING WHILE INTOXICATED 1ST - 2008TR9496	GUILTY	Y	20
5/9/2009	OPERATING W/O LICENSE	GUILTY	Y	40
11/16/2008	WEAPON/POSSESS ILLEGAL - 2009CM71	GUILTY	Y	20

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

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

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

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

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
05/22/12	VALID	Richard A. Kroncke Jr	10/13/81

Address of Applicant:	Business (where license is to be used):	Business Address:
6619 33rd Avenue, Lower	Business Name	Business Address
License Number: 130027		Expiration Date: 04/30/13

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
2009	*APPLICANT LISTED AN AGGRAVATED BATTERY CHARGE IN ILLINOIS -2009 -SERVED 2 YEARS CLASS 2 FELONY			100
2012	*APPLICANT ALSO LISTED A SPEEDING TICKET IN ILLINOIS -NO DATE LISTED 10 OVER - SPEEDING EFFINGHAM COUNTY STATE TRPR			20-50?

City Attorney Recommendation:

Offense Demerit Points (above)	100+
Were all Offenses Listed on Application?	
Total Demerit Points	100+

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

City Attorney Comments: **NEED STATUS CONVICTION REPORT ON BATTERY CHARGE**

License Number N17 0027 Date Granted \_\_\_\_\_ Date Issued \_\_\_\_\_

**CITY OF KENOSHA, WISCONSIN  
APPLICATION FOR TAXI DRIVER'S LICENSE**

Fee: \$30.00 New/\$30.00 Renewal  
Expires: April 30th  
Type: 144

City of Kenosha  
625-52<sup>nd</sup> St, Room 105  
Kenosha, WI 53140  
262-653-4020

The undersigned requests that a license be granted in accordance with Chapter XIII, Section 13.07 G. of the Code of General Ordinances of the City of Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

<u>Kroncke</u>	<u>Richard Jr</u>	<u>A</u>
Last Name	First Name	Middle Initial
<u>6619 33Ave Lower Kenosha</u>	<u>WI</u>	<u>53142</u>
Address	City	State
		<u>262-<del>484</del>-1879</u>
		Zip
<u>10-13-81</u>	<u>K652-7418-1373-05</u>	<u>10-13-2019</u>
Date of Birth	State of Wisconsin Driver's License Number and Expiration Date (Required)	

Name of Business & Address of Business Where License is to be Used (If Unknown At This Time, Leave Blank)

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance 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: Aggravated battery 2009 IL served 2yrs conditional discharge

2. 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, please explain: \_\_\_\_\_

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: WI, 2006

4. Have you received any traffic citations in Wisconsin or in any other state within the past five 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: 1 speeding ticket in IL - paid fine

5. Have you, as an adult, 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: \_\_\_\_\_

-OVER-

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)

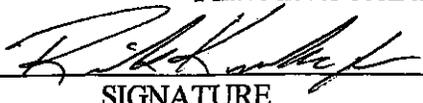
National Coatings Inc - Galesburg IL  
WDA Construction Inc - Wesley Chapel FL

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

6619 33 Ave Lower Kenosha WI 1025 S. Feazel St Harrisburg IL  
256 Selden St Galesburg IL 392 E Grove St Upper Galesburg IL

8. I have read and understand the "Applicants Please Read" section of this application. I certify that I am the applicant named in the foregoing application, and that I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so. I also certify that:

- I am able to read and write the English language, and I am not addicted to the use of intoxicating liquors or drugs.
- I am at least 18 years of age and that I have a valid Wisconsin Driver's License.
- I have never been arrested, except as listed above.



SIGNATURE

5-22-12

DATE

**APPLICANTS PLEASE READ**

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten 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.

Per §1.225 of the Code of General Ordinances, "The first Twenty-five 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 Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

**After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Buidling at 1000-55th Street, to have your picture and fingerprints taken. You must do this Monday through Friday between the hours of 1:00 and 3:00 p.m. ONLY.**

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
KNOX COUNTY, ILLINOIS**

**SENTENCING ORDER**

People of the State of Illinois, )  
Plaintiff, )  
Richard A. Krucke )  
vs. )  
Richard A. Krucke )  
Defendant. )

Case No. 08-CF-645  
Counts I

The above-named defendant, having (plead guilty)(been found guilty) of the offense designated below, is hereby placed on supervision without the entry of a judgment of conviction or, if indicated below, convicted of the designated offense and sentenced under the terms and conditions stated; provided, that any violation of said conditions may result in the modification or revocation of this sentence:

OFFENSE: Age Bath

ILCS Ch. \_\_\_\_\_, Act. \_\_\_\_\_, Sec. \_\_\_\_\_  
 Class 2 felony/misdemeanor     Open/Negotiated Plea     Revocation Proceeding  
 Present; Defendant in person with attorney Kurt Johnson the People by KCSA/KCASA M Krucke  
 Cases/Counts dismissed II

TYPE OF DISPOSITION: Term expires: M. 12, 2011 Term length: 2 (mo. yr.)  
 Continuance under Court Supervision     Conditional Discharge, 730 ILCS 5/5-6.2, 730 ILCS 5/5-6-3  
 730 ILCS 5/5-6-1(c), 730 ILCS 5/5-6-3.1     Drug Probation, 720 ILCS 550/10, 720 ILCS 570/410, 720 ILCS 646/70  
 Probation, 730 ILCS 5/5-6-2, 730 ILCS 5/5-6-3     Conviction, 730 ILCS 5/5-5-3

Upon defendant's request to have this case transferred to another state subject to the Interstate Compact for Adult Offender Supervision, the defendant shall pay a non refundable fee of \$125.00 to the Clerk of the Court pursuant to 730 ILCS 5/9.1.12.

**CONDITIONS: (if checked):**

(1) Pay the following:

Fine (Court Costs will be additional)... \$ 500.00  
 Drug Assessment... \$ \_\_\_\_\_  
 Drug Fine... \$ \_\_\_\_\_  
 Street Value... \$ \_\_\_\_\_  
 DNA... \$ 200.00  
 Dom. Vio. Asmt... \$ \_\_\_\_\_  
 P.D. Fee... \$ 150.00  
 Laboratory Fee... \$ \_\_\_\_\_

Payment in full is due on or before Sept. 15, 2009, at 9:00 a.m.

You must appear in Court on the date and time listed above if your payment is not made. Failure to pay or appear in Court may result in a warrant being issued for your arrest. No further notice of payment dates will be sent to you.

(2) Pay monthly probation fee of \$ \_\_\_\_\_  
 This amount in addition to total amount in paragraph 1 above.

(3) Not violate any criminal or traffic law of this or any other jurisdiction.

(4) Not possess any firearms, ammunition or dangerous weapons.

(5) Report to and personally appear before a probation officer and cooperate fully as directed by Court Services Department, including with any programs deemed appropriate by them. Permit home visits and other probation officer inquiries and answer all questions of the Probation Officer truthfully. Notify Court Services Department of any change of address within 24 hours of such change.

(6) The defendant may not leave state or relocate to another county or state without permission from their probation officer.

(7) Sign any releases for medical, psychological or substance abuse information as required by the Court Services Department.

(8) Perform \_\_\_\_\_ hours of community service work at the direction of the Court Services Department.

(9) Serve 6 days in the Knox County Jail; Mitimus stayed to \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ m.; credit for 6 days served.

Work release/periodic imprisonment from \_\_\_\_\_ at \_\_\_\_\_ m. until \_\_\_\_\_ at \_\_\_\_\_ m.

Defendant shall pay a \$ \_\_\_\_\_ per day fee payable one day in advance. Defendant shall report on time and not to have consumed alcohol or illegal drugs.

(10) Use reasonable efforts to obtain a GED or high school diploma.

(11) Seek and maintain full time employment. Defendant must document efforts to find employment as directed by the Court Services Department.

(12) Defendant shall consume no illegal drugs or controlled substances.

(13) Submit to any blood, breath, saliva, and/or urine testing at the request of the probation department and at the defendant's expense. The defendant agrees to stipulate to all foundation requirements and the admissibility and accuracy of the results of any tests for alcohol or illegal drugs conducted pursuant to this order.

(14) Attend a victim impact panel and provide proof of attendance to the Court Services Department.

(15) Secure an appointment for drug/alcohol assessment within 30 days of this order or release from custody, and complete a recommended treatment within six months unless the provider requires a longer course of treatment. Cooperate fully with all treatment providers. Provide written proof to the Knox County Court Services Department of your compliance.

(16) Restitution is ordered in the amount of \$ \_\_\_\_\_, (joint and several with \_\_\_\_\_). See paragraph (1) for payment terms and conditions.

(17) Submit to DNA testing as directed within 45 days of the date of this order.

(18) \_\_\_\_\_

Advised of Appeal Rights.

Right to Appeal is waived.

FAILURE TO COMPLY WITH THE TERMS OF THIS ORDER MAY LEAD TO A REVOCATION OR MODIFICATION OF YOUR SENTENCE AND/OR A WARRANT FOR YOUR ARREST BEING ISSUED.

**ACKNOWLEDGED:**

I received a copy of this Order, have read it or it was read to me and I understand that if I do not pay by the due date or come to Court I can be arrested. I also understand that phone calls will not be accepted to excuse my appearance. I will notify the clerk of any change of address.

Def: [Signature]

ENTERED: [Signature]

JUDGE

3/12/09  
DATE

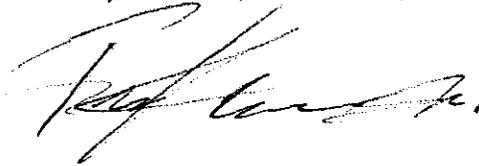
**SEND PAYMENTS BY MONEY ORDER, CERTIFIED OR CASHIER'S CHECK TO:**

**KNOX COUNTY CIRCUIT CLERK  
KNOX COUNTY COURTHOUSE  
200 SOUTH CHERRY STREET**

To Whom it may Concern:

Concerning my Son Richard Kroncke Jr. I have seen him go through some very trying times in his life and he has always come through well. He made a mistake in judgement during his separation from his wife who constantly pushed him in that direction. He was smart enough to get away from that but not before all the trouble. He has been doing great now being a good parent and responsible man. I am very proud of him.

Thanks,  
Richard Kroncke Sr.



To Whom it may Concern:

This letter is in regards to Richard Kroncke Jr. I have known him for twenty two years and have watched him grow into adulthood. He had some problems a few years ago during the break up of a very disturbing marriage. There were many child custody issues and other problems that made him make wrong choices in his life. I feel that he has learned from that and can see he has turned his life around for the better. He has been doing wonderful for quite a while now raising his children and being the responsible adult I know him to be.

Thank You  
Michelle Jivar Kroncke

Richard worked for me for about 2 years at Moe's tire and Auto. He also helped ME with side jobs here and there. He was working for me when he got in trouble and I was suprised. He never seemed like a trouble maker. I still think he's a good guy, just got in a bad situation. We still keep in contact and I would gladly re-hire him for any job. He's a great worker and a great friend.

In my opinion No one is perfect or innocent 100% of the time and a man should have a chance to prove himself no matter what.

Karl Shuh  
*Karl Shuh*

**Class B Beer / Class B Liquor License**

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
7/6/2012	Orlando Jaimes	11/2/1961	Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
	8744-54th Avenue	Miraz Restaurant	7500 Sheridan Road

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
1/7/2011	Failure to maintain restaurant in clean manner	Gulity due to no contest	Y	20

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

<b>CITY ATTORNEY'S COMMENTS</b>
Already has a Class "B"/"Class C"
Only needs "Class B"
Needs to conditionally surrender "Class C"

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

# ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Aug 1 20 12  
ending June 30 20 13

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

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

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEM):	
<b>LICENSE REQUESTED</b>	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 43.00
<b>TOTAL FEE</b>	\$

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

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

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

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member</u>	<u>Karen Griffin</u>	<u>8335-57th Ave</u>	<u>Kenosha 53142</u>
Vice President/Member	<u>Member</u>	<u>Walker Griffin</u>	<u>8335-57 Ave</u>	<u>Kenosha 53142</u>
Secretary/Member				
Treasurer/Member				
Agent	<u>Agent</u>	<u>Karen Griffin</u>	<u>8335-57th Ave</u>	<u>Kenosha 53142</u>
Directors/Managers				

3. Trade Name Sheridan Lanes Business Phone Number 262.654.0411  
4. Address of Premises 1120 80th Street Post Office & Zip Code Kenosha 53143

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Completed  Yes  No Completed
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 6/02/12 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Storage area upstairs & ladder downstairs, bar area inside and outside.

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? Sheridan Lanes Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [phone 1-800-937-8864]  Yes  No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 288-2776]  Yes  No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 25th day of June, 20 12  
Randy Fosberg  
(Notary Public)  
My commission expires 3/15/15

Karen L Griffin  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Walker R Griffin  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

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

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

Sheridan Lanes, Inc.

(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- Class "B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
- Class "A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
- Class "C" Wine

Affiant will surrender said license #(s) 31653201 to the City Clerk

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

Griffin Lanes LLC

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 31653201, to the City Clerk

prior to the time a license is issued to Griffin Lanes LLC

and provide further that a license is granted to Griffin Lanes LLC (Karen Griffin, Agent) the person herein designated.

Barbara Marescalet

Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 28th day of June, 2010

Hawley Ludwig

Notary Public

Kenosha County, Wisconsin

My Commission Expires: 3/15/15

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT  
APPLICATION FOR A NEW CLASS "B" RETAIL BEER and/or "CLASS B" LIQUOR LICENSE

1. Applicant Name Griffin Lanes LLC Business Name Sheridan Lanes

2. Property Information: Address 1120-80TH Street Owner William & Barbara Marscaleo

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

Square footage of building 20,500 Assessed value of property 785,200

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 550,000

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

Number of Full Time Employees 5 Number of Part Time Employees 10

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

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

BEER 13,750  
LIQUOR 10,000  
FOOD 3,500  
OTHER (specify) 41,000

*Based on actuals of past year*

TOTAL GROSS MONTHLY REVENUE \$68,250

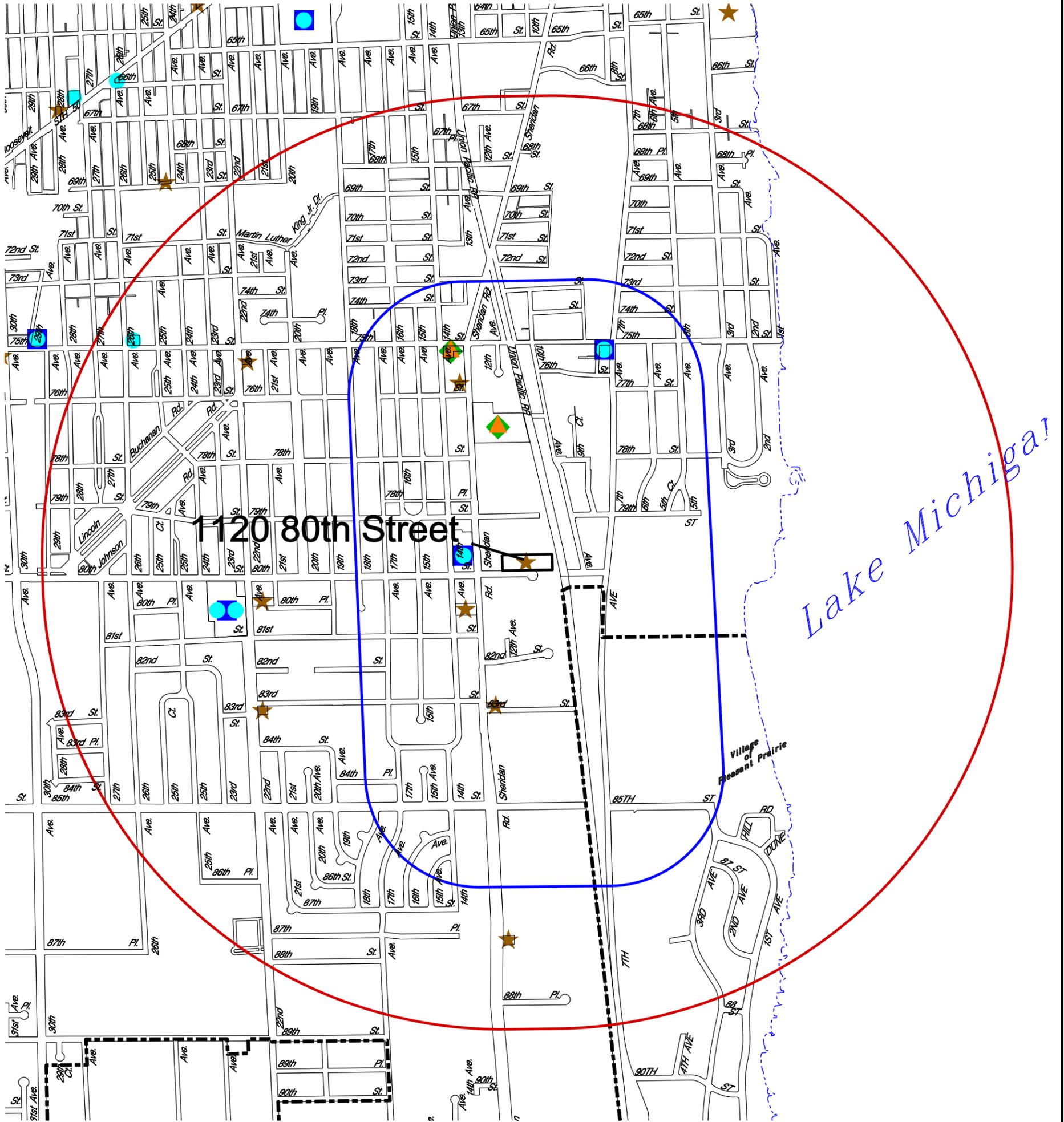
6. Explain how the issuance of this license will benefit the City: Family Entertainment Center & continued business in city

7. List other factors the Common Council should consider: Business we are purchasing has been in business since 1960.

Applicant's Signature Karen L Griffin

# City of Kenosha

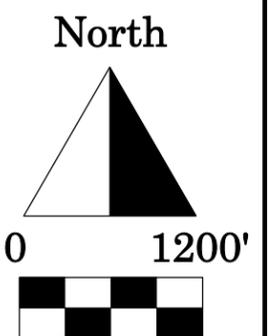
## Class "B" Beer / "Class B" Liquor Application 1120 80th Street



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

5,280 ft Radius	Class "A"		Class "B"		
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	3	2	8	2
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"		Class "B"		
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	2	4	2
Other Districts	0	0	0	0	0



----- Municipal Boundary

DCDI ~ City Clerk-Treasurer ~ DS ~ KL ~ 3 July, 2012 ~ mc

# City of Kenosha

## Class "B" Beer / "Class B" Liquor Application 1120 80th Street



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

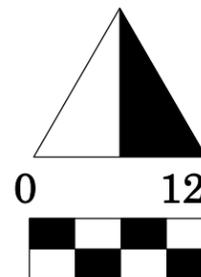
Note: Residential Districts are not colored.

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

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	5	3	2	8	2
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	2	4	2
Other Districts	0	0	0	0	0

North



----- Municipal Boundary

DCDI ~ City Clerk-Treasurer ~ DS ~ KL ~ 3 July, 2012 ~ mc



**MEMO**

**TO: Matt Knight, Deputy City Attorney**  
**Police Department, Attn: Kelly Andreoli**  
**Fire Department, Attn: Patrick Ryan & Theonita Cox**  
**Health Department**  
**Dept. of Neighborhood Services & Inspections, Attn: Paula Blise**  
**City Development, Attn: Mike Callovi**

**FROM: Kathy Lovetro, License Clerk**

**DATE: July 6, 2012**

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The following application for a Class "B" Beer/"Class B" Liquor License located at 7500 Sheridan Rd has been made in the City Clerk's Office.

New Applicant: Rajo Miraz Restaurant, Inc
Agent: Orlando Jaimes
Business Address: 7500 Sheridan Rd
Phone Number: 262-605-0100
Date of Birth: 11/02/61

Licensing/Permit Committee: **Monday, July 30, 2012**

Common Council: **Monday, August 6, 2012**

Inspection reports due: **Friday, July 13, 2012**

Thank you.

ORIGINAL

ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/2012 ending: 6/30/2013

TO THE GOVERNING BODY of the: Kenosha
Town of, Village of, City of
County of Kenosha Aldermanic Dist. No. 12

CHECK ONE Individual Partnership Limited Liability Company
Corporation/Nonprofit Organization

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer (\$100.00), Class C wine, Class A liquor, Class B liquor (\$500.00), Reserve Class B liquor, Publication fee (\$15.00), TOTAL FEE (\$615.00)

Complete A or B. All must complete C.

A. Individual or Partnership: Full Name(s), Home Address, Post Office & Zip Code 643.00

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company: Raja Miraz Restaurant, Inc
Address of Corporation/Limited Liability Company: 7500 Sheridan Rd.

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
Title Name (Inc. Middle Name) Home Address Post Office & Zip Code
President/Member Orlando James 8744 54th Ave Pleasant Prairie 53158

C. 1. Trade Name: Miraz Restaurant Business Phone Number: 262-605-0100
2. Address of Premises: 7500 Sheridan Rd. Post Office & Zip Code: Kenosha, WI 53141

- 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. 1 story building, storage in office
5. Legal description (omit if street address is given above):
6. a. Since filing of the last application, has the named licensee... been convicted of any offenses...? Yes
b. Are charges for any offenses presently pending...? No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? Yes
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? Yes
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers.

SUBSCRIBED AND SWORN TO BEFORE ME
this 30 day of May, 2012
Signature of Clerk/Notary Public
My commission expires 1/13/15

Signature of Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual
Signature of Officer of Corporation/Member/Manager of Limited Liability Company /Partner
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date license granted, License number issued, Date license issued, Signature of Clerk / Deputy Clerk

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

**THIS RENEWAL FORM CANNOT BE USED IF:**

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

**PARTNERSHIPS:**

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

**CORPORATIONS:**

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

**LIMITED LIABILITY COMPANY:**

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

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

**DISCRIMINATION CLAUSE – (City of Milwaukee only)**

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

Complete, sign and return this form to the clerk.

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

*ASJ 7-9-12*

**CONVICTIONS**

1. NAME Orlando James STATUTE NO./LOCAL ORDINANCE 16-01-2.2  
 CHARGE failure to maintain Restaurant in clean manner WHERE CONVICTED Kenosha Cir Ct  
 DATE 4/7/11 PENALTY points asocd Pd Fine  MISDEMEANOR  FELONY
2. NAME \_\_\_\_\_ STATUTE NO./LOCAL ORDINANCE \_\_\_\_\_  
 CHARGE \_\_\_\_\_ WHERE CONVICTED \_\_\_\_\_  
 DATE \_\_\_\_\_ PENALTY \_\_\_\_\_  MISDEMEANOR  FELONY
3. NAME \_\_\_\_\_ STATUTE NO./LOCAL ORDINANCE \_\_\_\_\_  
 CHARGE \_\_\_\_\_ WHERE CONVICTED \_\_\_\_\_  
 DATE \_\_\_\_\_ PENALTY \_\_\_\_\_  MISDEMEANOR  FELONY

**PENDING CHARGE**

1. NAME \_\_\_\_\_ STATUTE NO./LOCAL ORDINANCE \_\_\_\_\_  
 PENDING CHARGE \_\_\_\_\_ DATE \_\_\_\_\_

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk. WI Driver's License & State 5990-6506-1402-07 WIS

Individual's Full Name (please print) (last name) (first name) (middle name)			Social Security Number		
James Orlando			340-68-9269		
Home Address (street/route)		Post Office	City	State	Zip Code
8744-5TH AVE		PLAZA PARK	PLAZA, Prairie	WI	53158
Home Phone Number		Age	Date of Birth	Place of Birth	
262-49-1626 5960		50	11/2/61	MEXICO	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

Orlando James / President of Raja Miraz Restaurant, Inc  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 36 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)  
Ordinance 16.01-2, 2 failure to maintain rest in clean manner 3/29/11 Fine \$ 249.00
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
if yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Miraz Restaurant	2500 Sheridan Rd.	4/05	Present
Reflections Rest	Racine, WI	1/01	4/05

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 29 day of May, 20 12  
A. Sautter  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 1/13/15



Printed on Recycled Paper

Wisconsin Department of Revenue

APPLICANT'S REPORT - POLICE RECORD

54TH AVE, PLEASANT HARBOR

Name Orlando James

Address 8744 ~~St. James~~ St. James, WI

Date of Birth 11/2/61

License/Permit Applied For Class B Beer / Class B Liquor

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 §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. Applicant must also be aware that the first twenty-five (\$25) dollars of the application fee for any license/permit shall be forfeited in the event of denial or withdrawal of the application for administrative and processing costs, as specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application.

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

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

12/14/10 Failure to maintain rest. in clean manner No contest plea, 3/29/11 \$ 249.00 fine - paid 4/19/11

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

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

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

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

Current hic. Point assessed 6/30/11 Health Dept Issue

committed or alleged to be committed, and disposition:

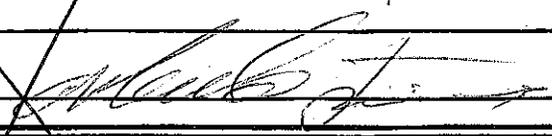
7. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

M. RAZ Restaurant 7500 Sheridan Rd. Kenosha

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

1244 Franklin St. Racine, WI.  
8744 - 517th Ave Pleasant Prairie, WI

Applicant's Signature



Date

5/29/2007

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

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

**B. Penalty**

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

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

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

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

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village of KENOSHA County of KENOSHA  
 City

The undersigned duly authorized officer(s)/members/managers of Rajo Miraz Restaurant, Inc.  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Miraz Restaurant  
(trade name)  
 located at 7500 Sheridan Rd, Kenosha, WI, 53141

appoints Orlando James  
(name of appointed agent)  
8744 SUTHAU BLVD, Kenosha, WI, 53148  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No  
 How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 36 years

Place of residence last year Pleasant Prairie WI

For Rajo Miraz Restaurant Inc  
(name of corporation/organization/limited liability company)  
 By [Signature]  
(signature of Officer/Member/Manager)  
 And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, ORLANDO JAMES, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] \_\_\_\_\_  
(signature of agent) (date) Agent's age 50  
8744 SUTHAU Pleasant Preri 53148  
(home address of agent) Date of birth 11/2/61

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
 (Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

# Responsible Alcohol Beverage Server Training Course

**Before a beer/liquor license will be issued, applicants, for example:**

- Individual, or
- Both Partners, or
- Agents of Corporations

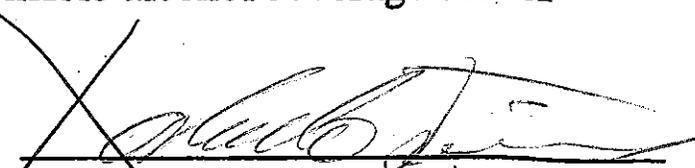
Must complete a responsible alcohol beverage server training course in Wisconsin.

Approved courses include T.I.P.S., C.A.R.E., Wisconsin National Restaurant Association, the Professional Bartending School of Wisconsin, or a Wisconsin vocational, technical and adult education facility.

Exemptions: Within the past two years, applicants who have held a retail alcohol beverage license or an operator's (bartender) license or completed a responsible beverage server training course in Wisconsin.

The undersigned applicant(s)/agent has/have read and understood the above information regarding the responsible alcohol beverage server course requirement.

*Agent*

  
Individual/Partner/Agent

\_\_\_\_\_  
Partner

-----  
**FOR OFFICE USE ONLY**

Check one:

<input type="checkbox"/>	Must complete alcohol beverage server training course.
<input checked="" type="checkbox"/>	Proof of completion of a responsible alcohol beverage server training course in Wisconsin during the past two years is attached.
<input type="checkbox"/>	Proof of holding a beer/liquor license or an operator's (bartender) license in Wisconsin within the past two years is attached.

Date: \_\_\_\_\_

CLRLICDU

06 JUL 12 14:35 CKATHYL

CITY OF KENOSHA LICENSE VIEW

LICENSE TYPE: 217 BARTENDER (Operator)

LICENSE NUMBER: 061410 STATUS: X PRINT PRINT LIC: DATE PRINTED: 03/16/09

ALD DISTRICT:

LICENSEE:

TRADE

TYPE: INDIVIDUAL

NAME: JAIMES

ORLANDO

AGENT:

AGENT DOB: / /

KEY HSE

STREET

ORIGINAL ISSUE: 03/17/09 RENEWAL: 00/00/00 EXPIRATION: 06/30/10

GRANTED: 3/16/09 TERMINATED: 00/00/00

BEGINNING: / /

PAYMENT DATE: 3/05/09 TERM: KATH TRAN: 0011 PAID: 75.00 LATE FEE:

REFUND DATE: 0/00/00 REFUND AMOUNT: Meeting Date: 00/00/00

DUPLICATES: DATES MADE: 00/00/00 00/00/00 MICROCHIP #: \_\_\_\_\_

NUMBER OF ORIGINAL UNIT1: NUMBER OF ORIGINAL UNIT2:

TOTAL AMEND UNIT1: TOTAL AMEND UNIT2:

COMPLETED BARTENDER CLASS: Y FENCE: AMPLIFIED MUSIC: CLOSING: : \_ \_

PERMIT: COMMENTS: \_\_\_\_\_

PREVIOUS LICENSEE: \_\_\_\_\_

MSG-WAIT/MENU

XMIT/UPDATE

F5/PREV SCRN; NO UPDATE

[ ]

**AGREEMENT  
WISCONSIN SELLER'S PERMIT**

Re: Raja Miraz Restaurant Inc (License Applicant)  
class B beers / Class B liquor (License Type)  
Miraz Restaurant (Name of Licensed Premises)  
7500 Sheridan Rd. (Address of Licensed Premises)

WHEREAS, the above applicant was granted the above license by the Common Council of the City of Kenosha, Wisconsin on the \_\_\_\_\_ day of \_\_\_\_\_, subject to obtaining a Wisconsin Seller's Permit, and

WHEREAS, applicant has applied for such permit to the Wisconsin Department of Revenue, but said permit will not be acted upon for four to six weeks, and

WHEREAS, the Wisconsin Department of Revenue does not object to applicant conducting the above business while the application is pending, and applicant desires to commence operating said business as soon as possible.

**Permit ATTACHED**  
WITNESSETH

NOW THEREFOR, the undersigned applicant, in consideration of being issued the above license by the City Clerk, and upon meeting other conditions of license approval, does herein and hereby agree that should the Wisconsin Department of Revenue deny the application for a Wisconsin Seller's Permit, that applicant's license, above described, is null and void, without any requirement for notice of hearing respecting revocation/non-renewal, and that this document constitutes a written surrender of said license.

Dated this 29 day of May, 2012.

[Signature]  
President of Corporation/Partner/or Individual Licensee.

\_\_\_\_\_  
Corporate Officer/Partner

\_\_\_\_\_  
Corporate Officer

(Note: All persons who signed the license application must sign this agreement. Copy of Wisconsin Seller's Permit application and receipt of permit fee payment must be attached.



WISCONSIN DEPARTMENT OF REVENUE  
 PO BOX 8902  
 MADISON, WI 53708-8902

**State of Wisconsin • DEPARTMENT OF REVENUE**

REGISTRATION UNIT  
 2135 RIMROCK RD PO BOX 8902 MADISON, WI 53708-8902  
 PHONE: 608-266-2776 FAX: 608-264-6884  
 EMAIL: sales10@revenue.wi.gov WEBSITE: www.revenue.wi.gov

Letter ID: L1785711296

RAJO MIRAZ RESTAURANT INC  
 7500 SHERIDAN RD  
 KENOSHA WI 53143-1516



**State of Wisconsin • DEPARTMENT OF REVENUE**

Wisconsin Seller's Permit - Personal Wallet  
 Copy

Sellers Permit Number: 456-1020042620-03  
 Expiration Date: 30-Apr-2013  
 Legal/Real Name: RAJO MIRAZ RESTAURANT INC

Signature \_\_\_\_\_

**Registration Certificate**

Certificate Expiration Date: 30-Apr-2013

LEGAL/REAL NAME: RAJO MIRAZ RESTAURANT INC

This certificate confirms that you are registered with the Wisconsin Department of Revenue.  
 This certificate is not transferable.

If your business is not operated from a fixed location, such as craft shows, flea markets, etc., the wallet copy should be displayed or carried with you to various events.

You are authorized to engage in the business activity(ies) indicated for the following tax(es).

Tax Type	Account Type	Cease Date	Number
Sales & Use Tax	Seller's Permit		456-1020042620-03
Withholding Tax	Withholding Tax		036-1020042620-04

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT  
APPLICATION FOR A NEW CLASS "B" RETAIL BEER and/or "CLASS B" LIQUOR LICENSE**

1. Applicant Name Rajo Miraz Restaurant, Inc. Business Name Miraz Restaurant

2. Property Information: Address 7500 Sheridan rd. Owner 7500 Sheridan Rd, Partners

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

Square footage of building 3,520 Assessed value of property 362,800

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 18,000.00

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

Number of Full Time Employees 8 Number of Part Time Employees 6

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

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

BEER 5,000  
 LIQUOR 7,000  
 FOOD 35,000 - 40,000  
 OTHER (specify) 1,200 Game Comms  
 TOTAL GROSS MONTHLY REVENUE 48,200.00 - 53,200

6. Explain how the issuance of this license will benefit the City: will hire more employees (job creation)  
& will bring in more sales (Sales tax revenue increase)

7. List other factors the Common Council should consider:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Applicant's Signature [Handwritten Signature]

VOLUNTARY LICENSE SURRENDER

STATE OF WISCONSIN }  
KENOSHA COUNTY } SS

RATO miRAZ Restaurant INC  
(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
- "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
- "Class C" Wine

Affiant will surrender said license #(s) 130009

to the City Clerk unconditionally, effective conditioned upon approval of class "B" / "class B"  
license application filed 6/15/12.

[Signature]  
Individual/Partner/President of Corporation

\_\_\_\_\_  
Partner/Corporate Officer

Subscribed and sworn to before me this 31 day of July, 2012

Kathleen M Kovetro

Notary Public

Kenosha County, Wisconsin  
My Commission Expires: 7-26-15

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

4

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town/Village/City of KENOSHA County of KENOSHA

The undersigned duly authorized officer(s)/members/managers of BETTY JANE INC.  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
~~BETTY JANE INC.~~ SHENANIGANS LIQUORS  
(trade name)

located at 1585-22 AVE.

appoints GREG CZARNECKI  
(name of appointed agent)

5604-48 AVE.  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

APPLYING BE TAVERN OF KENOSHA, INC. + GULF, INC. CURRENTLY AGENT OF  
CLS, INC.

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 43 YEARS

Place of residence last year 5604-48 AVE KENOSHA, WI 53144

For: BETTY JANE INC.  
(name of corporation/organization/limited liability company)

By: [Signature]  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, GREG CZARNECKI  
(print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 6/28/12  
(signature of agent) (date)

Agent's age 43

5604-48 Ave Kenosha, WI 53144  
(home address of agent)

Date of birth 3/16/69

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

**Transfer of Agent Beer/Liquor License Police Record Report  
Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Greg L. Czarnecki	03/16/69

Trade Name & Address:	License Type:
Betty Jane, Inc. 1585 22nd Ave	Class "A" Beer/"Class A" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-12	<b>LIQUOR, SELL TO MINOR (Pts. assessed to CLS, Inc.) Different Business - Bartender Pled</b>	<b>DISMISSED</b>		<b>0</b>
	<b>*PLEASE SEE CURRENT AGENTS' RECORDS ATTACHED - BETTY CHRISTENSEN &amp; SCOTT MITCHELL. THERE ARE DEMERIT POINTS AGAINST THE BUSINESSES.</b>			

**City Attorney Recommendation:**

Offense Demerit Points (above)	0
Were all Offenses Listed on Application?*	Y
Total Demerit Points	0

\*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

**City Attorney Comments:**

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town/Village/City of KENOSHA County of KENOSHA

The undersigned duly authorized officer(s)/members/managers of GWK, INC.  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

SHENANIGANS ON SAND  
(trade name)

located at 2427 - 52 ST.

appoints GREG CLARNECKI  
(name of appointed agent)

5604 - 48 Ave.  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

including BETTY JANE, INC + BE TAVERN OF KENOSHA, INC CURRENTLY AGENT

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No FOR CLE, INC.

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 43 YEARS

Place of residence last year 5604 - 48 Ave Kenosha WI 53144

For: GWK, INC.  
(name of corporation/organization/limited liability company)

By: [Signature]  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, GREG CLARNECKI, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 6/28/12  
(signature of agent) (date)

Agent's age 43

5604 - 48 Ave Kenosha WI 53144  
(home address of agent)

Date of birth 8/3/16/69

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

**Transfer of Agent Beer/Liquor License Police Record Report  
Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Greg L. Czarnecki	03/16/69

Trade Name & Address:	License Type:
GWK, Inc. 2427 52nd Street	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-12	LIQUOR, SELL TO MINOR (Pts. assessed to CLS, Inc.) Different Business - Bartender Pled	DISMISSED		0
	*PLEASE SEE CURRENT AGENTS' RECORDS ATTACHED - BETTY CHRISTENSEN & SCOTT MITCHELL. THERE ARE DEMERIT POINTS AGAINST THE BUSINESSES.			

City Attorney Recommendation:

Offense Demerit Points (above)	0
Were all Offenses Listed on Application?*	Y
Total Demerit Points	0

\*Offense not listed = 25 demerit points.

X	Grant, Subject to	0	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town/Village/City of KENOSHA County of KENOSHA

The undersigned duly authorized officer(s)/members/managers of BC TAVERN OF KENOSHA, INC.  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

SPORTS ON SHERIDAN  
(trade name)

located at 4626 SHERIDAN RD.

appoints GREG CZARNECKI  
(name of appointed agent)

5604-48 AVE  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

APPLYING BETTY JANE, INC + GWR, INC. CURRENTLY AGENT OF  
CLS, INC.

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 43 YEARS

Place of residence last year 5604-48 AVE KENOSHA, WI 53144

For: BC TAVERN OF KENOSHA, INC.  
(name of corporation/organization/limited liability company)

By: [Signature]  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, GREG CZARNECKI, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature]  
(signature of agent)

6/28/12  
(date)

Agent's age 43

5604-48 AVE.  
(home address of agent)

Date of birth 3/16/69

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

**Transfer of Agent Beer/Liquor License Police Record Report  
Applicant Information**

Driver's License Status:	Name of Applicant & Agent:	Date of Birth:
VALID	Greg L. Czarnecki	03/16/69

Trade Name & Address:	License Type:
BC Tavern of Kenosha, Inc. 4626 Sheridan Road	Class "B" Beer/"Class B" Liquor

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-12	LIQUOR, SELL TO MINOR (Pts. assessed to CLS, Inc.) Different Business - Bartender Pled	DISMISSED		20
	*PLEASE SEE CURRENT AGENTS' RECORDS ATTACHED - BETTY CHRISTENSEN & SCOTT MITCHELL. THERE ARE DEMERIT POINTS AGAINST THE BUSINESSES.			

City Attorney Recommendation:

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

\*Offense not listed = 25 demerit points.

X	Grant, Subject to	20	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

OUTDOOR EXTENSION  
CITY ORDINANCE §10.075

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

Licensee Name IMAGINE 4 LLC

Trade Name BIG SHOTZ SPORTS BAR Trade Address 3000 ROOSEVELT RD

City Clerk Verification:

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

Signature: *Randy Fosberg*

Title: *deputy*  
City Clerk

Applicant:

The undersigned is hereby applying for a change of the closing hours of the outdoor extension of the Class "B" Beer/"Class B" Liquor Combination license in accordance with §10.075 F. of the Code of General Ordinances to 1:30 a.m. to 8:00 a.m., and has had its outdoor hours extended by the Common Council to 12:00 Midnight in the previous license term.

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

*Oliver A. Cato*  
(Individual/Partner/President of Corporation)

\_\_\_\_\_  
(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 28<sup>th</sup> OF June, 2012

*Randy Fosberg*  
Notary Public

My commission expires 3/15/15

2/acct/clerk/ckathy1/SHARE.CLERKS/LICENSES/BEER LIQUOR LICENSES/OUTDOOR EXTENSIONS/waiver hours 1:30am.odt

CALLS FOR SERVICE  
 BIG SHOTZ TAVERN  
 3000 ROOSEVELT RD.

Run: 25-JUL-2012 10:49

KENOSHA POLICE DEPARTMENT

Page: 1  
 22582530.SRT

CFSVW07

Agency: 00

01/01/2012 thru 07/25/2012

Search Criteria used:

Agency	Incident	Date	Time	House No	DIR	Street	Apt No	Activity
00	002012112104	07/22/2012	0216	3000		ROOSEVELT RD		DC/FIGHT IN PUBLIC
00	002012112073	07/22/2012	0124	3000		ROOSEVELT RD		DC CONDUCT
00	002012107536	07/15/2012	0215	3000		ROOSEVELT RD		DC CONDUCT
00	002012106847	07/14/2012	0157	3000		ROOSEVELT RD		DC/FIGHT IN PUBLIC
00	002012104191	07/09/2012	1956	3000		ROOSEVELT RD		CAD-TROUBLE UNKN
00	002012103160	07/08/2012	0221	3000		ROOSEVELT RD		ADDL PATROL
00	002012102967	07/07/2012	2049	3000		ROOSEVELT RD		DWI
00	002012102767	07/07/2012	1454	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012100030	07/03/2012	0259	3000		ROOSEVELT RD		SUSPICIOUS
00	002012098813	07/01/2012	0234	3000		ROOSEVELT RD		DC CONDUCT
00	002012094606	06/24/2012	0220	3000		ROOSEVELT RD		DC CONDUCT
00	002012094591	06/24/2012	0147	3000		ROOSEVELT RD		LIQ LAWS
00	002012093001	06/21/2012	1014	3000		ROOSEVELT RD		SRV/MOTORIST ASST
00	002012092638	06/20/2012	1646	3000		ROOSEVELT RD		TRF/RECKLESS DRIVING
00	002012090791	06/17/2012	1656	3000		ROOSEVELT RD		10-50 PD
00	002012086755	06/11/2012	0020	3000		ROOSEVELT RD		SUSPICIOUS
00	002012083639	06/06/2012	0114	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012082157	06/03/2012	1947	3000		ROOSEVELT RD		911 HANGUP
00	002012081726	06/03/2012	0208	3000		ROOSEVELT RD		LOUD MUSIC
00	002012077047	05/26/2012	0233	3000		ROOSEVELT RD		DRUNKENESS
00	002012075762	05/24/2012	0148	3000		ROOSEVELT RD		SUSPICIOUS
00	002012075023	05/22/2012	2138	3000		ROOSEVELT RD		TRF/RECKLESS DRIVING
00	002012073953	05/21/2012	0828	3000		ROOSEVELT RD		WEAPONS FU
00	002012073281	05/20/2012	0024	3000		ROOSEVELT RD		DC CONDUCT
00	002012073132	05/19/2012	1942	3000		ROOSEVELT RD		911 HANGUP
00	002012072747	05/19/2012	0433	3000		ROOSEVELT RD		BATTERY
00	002012070467	05/15/2012	1537	3000		ROOSEVELT RD		ANIMAL AT LG
00	002012069160	05/13/2012	0222	3000		ROOSEVELT RD		DC CONDUCT
00	002012068628	05/12/2012	0218	3000		ROOSEVELT RD		ADDL PATROL
00	002012060340	04/27/2012	1935	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012048010	04/04/2012	1501	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012042397	03/24/2012	0142	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012042330	03/23/2012	2252	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012039827	03/19/2012	1533	3000		ROOSEVELT RD		THEFT
00	002012039038	03/18/2012	0221	3000		ROOSEVELT RD		DC/FIGHT IN PUBLIC
00	002012038985	03/18/2012	0058	3000		ROOSEVELT RD		SRV/CITIZEN ASST
00	002012038417	03/17/2012	0136	3000		ROOSEVELT RD		SUSPICIOUS
00	002012038412	03/17/2012	0117	3000		ROOSEVELT RD		LOUD MUSIC
00	002012031454	03/04/2012	0159	3000		ROOSEVELT RD		DC CONDUCT
00	002012029918	03/01/2012	0155	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012026727	02/23/2012	1738	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012020663	02/12/2012	0020	3000		ROOSEVELT RD		LIQ LAWS
00	002012018406	02/07/2012	1748	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012017543	02/06/2012	0150	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012017141	02/05/2012	0140	3000		ROOSEVELT RD		DC CONDUCT
00	002012016714	02/04/2012	0743	3000		ROOSEVELT RD		TRF/PARKING COMPL

FSVW07

Agency: 00

01/01/2012 thru 07/25/2012

Search Criteria used:

Agency	Incident	Date	Time	House No	DIR	Street	Apt No	Activity
00	002012016664	02/04/2012	0223	3000		ROOSEVELT RD		DC CONDUCT
00	002012013945	01/29/2012	1616	3000		ROOSEVELT RD		DC CONDUCT
00	002012013272	01/28/2012	0215	3000		ROOSEVELT RD		AUTO THEFT
00	002012012078	01/25/2012	1719	3000		ROOSEVELT RD		SUSPICIOUS
00	002012010506	01/22/2012	1526	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012003588	01/08/2012	1701	3000		ROOSEVELT RD		DC/TROUBLE W/KIDS
00	002012003216	01/07/2012	1916	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012000682	01/02/2012	1919	3000		ROOSEVELT RD		CAD-TRAF VEH LAWS
00	002012000407	01/02/2012	0023	3000		ROOSEVELT RD		DC/FIGHT IN PUBLIC
Total Number of Matches:				55				

Zimbra

kforsberg@kenosha.org

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# Cabaret Licenses

**From :** Kelly Andreoli <kma360@kenoshapolicy.com>

Mon, Jul 23, 2012 10:35 AM

**Subject:** Cabaret Licenses

**To :** scarlson@kenosha.org, kforsberg@kenosha.org

**Cc :** Kathy Lovetro (klovetro@kenosha.org) <klovetro@kenosha.org>

Per Inspector Lindquist, there are no adverse recommendations for the following cabaret licenses:

X George's Club Highview - issued 7/24/12 - granted 5/21/12 KJ pulled  
 Cheers Annual Picnic 08-25-12 3pm-10pm

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

APPLICATION FOR OUTDOOR AREA – CABARET  
CITY OF KENOSHA

LIMIT: FOUR DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)\*  
(see reverse side for additional instructions regarding speedy approval process)

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

Type: 223 - ORANGE  
Fee: \$50.00/application (nonrefundable)

1. Licensee Name Kathleen A. Bezotte  
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Cheers 4619 8<sup>th</sup> Ave. Kenosha 53140

3. If license is in the name of a Corporation or LLC, Agent Name N/A

4. Applicant has received (or applied for this event) a cabaret license and an extension of their "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with Section 10.075 of the Code of General Ordinances and requests a waiver of Section 10.075 E.1 cabaret license restriction. Yes  No   
If answer is no, applicant does not qualify for waiver.

5. Date(s) waiver is sought: 8/25/12

6. Hours of operation: 3PM - 10PM

7. Proposed purpose of waiver: Cheers ANNUAL picnic

Applicant's Signature Kathleen A. Bezotte Date: 7/16/12  
(Licensee/Officer/Member/Manager/Partner/Individual)

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

Signature of District Alderman \_\_\_\_\_ Date \_\_\_\_\_

-or, if District Alderman is unavailable:

Member of Licensing/Permit Committee \_\_\_\_\_

To be completed by Clerk:

Date Received and Filed 7-16-12

Date Reported to Council 8-6-12

Date Waiver Granted \_\_\_\_\_

Date Waiver Issued \_\_\_\_\_

Initials JAD

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

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



Debra L. Salas  
City Clerk – Treasurer

Karen Forsberg  
Deputy City Clerk-Treasurer

July 16, 2012

KATHLEEN BEZOTTE  
4615 8TH AVE  
KENOSHA, WI 53140

Re: APPLICATION FOR OUTDOOR AREA – CABARET FOR CHEERS

Dear Applicant,

Your application will be reviewed by the Licensing/Permit Committee on:

**Monday, JULY 30, 2012**  
**6:30 P.M.**  
**Room 202**  
**Kenosha Municipal Building, 625-52<sup>nd</sup> Street**

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

Your application will be reviewed by the Common Council on:

**Monday, AUGUST 6, 2012**  
**7:00 P.M.**  
**Room 200**  
**Kenosha Municipal Building, 625-52<sup>nd</sup> Street**

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

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

Sincerely,

A handwritten signature in black ink, appearing to be 'KL' or similar initials, written in a cursive style.

Kathy Lovetro  
License Clerk

APPLICATION FOR YEARLY CABARET LICENSE

CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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.)

Type: 212-Yearly (lavender) Expires: June 30th \$300.00/Year

Date of Application 7-12-12 Contact Phone Number 414-688-5310 District 16

1. Licensee Name G.H. HOLDINGS, LLC (NOTE: must be same name as beer/liquor license) Rivals

2. Business Name & Address Rivals Sports Pub & Grill 6325 120th Ave Kenosha

3. If license is in the name of a Corporation or LLC, Agent Name Mike Honsco 53142

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 3.22.75

5. Address 8110 75th St. #6 Kenosha, WI 53142

6. Driver's License Number: H543-5527-5102-06 (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 such a charge pending at this time? No If yes, state charge, year offense committed or alleged to be committed, and disposition:

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 such a charge pending at this time? Yes If yes, state charge and year offense committed or alleged to be committed, and disposition: 2012 - Amusement Lic TX

9. 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? 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 offense committed or alleged to be committed, and disposition:

Seat Belt ticket

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

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 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:

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

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:

Self-employed

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

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

8110 75th St. # C Kenosha, WI 53142

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

Applicant's Signature Michael H. [Signature]

Date: 7-12-12

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

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

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

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

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

**Zimbra****klovetro@kenosha.org**

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## Cabaret License

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**From :** Kelly Andreoli <kma360@kenoshapolice.com>

Fri, Jul 13, 2012 10:41 AM

**Subject:** Cabaret License**To :** Kathy Lovetro (klovetro@kenosha.org) <klovetro@kenosha.org>**Cc :** Lewis Lindquist <ll1240@kenoshapolice.com>

Per Inspector Lindquist, there are no adverse recommendations for a cabaret license for Rivals Sports Pub.

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

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



Debra L. Salas  
City Clerk - Treasurer

Karen Forsberg  
Deputy City Clerk-Treasurer

July 12, 2012

G. H. HOLDINGS, LLC  
MICHAEL HONOLD  
6325 120TH AVENUE  
KENOSHA, WI 53142

Re: APPLICATION FOR YEARLY CABARET LICENSE

Dear Applicant,

Your application will be reviewed by the Licensing/Permit Committee on:

**Monday, JULY 30, 2012**  
**6:30 P.M.**  
**Room 202**  
**Kenosha Municipal Building, 625-52<sup>nd</sup> Street**

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

Your application will be reviewed by the Common Council on:

**Monday, AUGUST 6, 2012**  
**7:00 P.M.**  
**Room 200**  
**Kenosha Municipal Building, 625-52<sup>nd</sup> Street**

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

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

Sincerely,

A handwritten signature in black ink, appearing to be 'KL'.

Kathy Lovetro  
License Clerk

**Zimbra****kforsberg@kenosha.org**

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## Cabaret License

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**From :** Kelly Andreoli <kma360@kenoshapolice.com>

Wed, Jul 25, 2012 02:21 PM

**Subject:** Cabaret License**To :** Kathy Lovetro (klovetro@kenosha.org) <klovetro@kenosha.org>, scarlson@kenosha.org, kforsberg@kenosha.org

Per Inspector Lindquist, there are no adverse recommendations for a cabaret license at Rustic Ventures, located at 510-56<sup>th</sup> Street.

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

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**APPLICATION FOR YEARLY CABARET LICENSE  
CITY OF KENOSHA  
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL**

**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.)

Type: 212-Yearly (Pink) \$300.00/Year

Date of Application 7/17/2012

1. Licensee Name Rustic Ventures, LLC  
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Rustic Road Brewing Company, 510 56th St, Kenosha, WI 53140

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

**Licensee: Individual, or if Corporation/LLC, Agent completes following:**

4. Date of Birth of Agent (if Corporation/LLC) or Individual 11/9/1965

5. Address 7958 25th Ct, Kenosha, WI 53143

6. Driver's License Number: C514-8706-5909-04  
(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 such a charge pending at this time?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition:  
\_\_\_\_\_  
\_\_\_\_\_

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 such a charge pending at this time?  Yes  No If yes, state charge and year offense committed or alleged to be committed, and disposition:  
\_\_\_\_\_  
\_\_\_\_\_

9. 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:  
\_\_\_\_\_  
\_\_\_\_\_

-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:

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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 offense committed or alleged to be committed, and disposition:

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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 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:

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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:

Wells Fargo Equipment Finance 300 Tri-State Intl, Lincolnshire, IL 2/2004 - DATE

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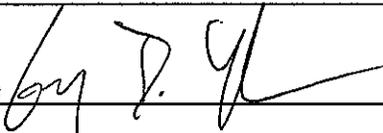
14. List all addresses at which you have lived in the past five (5) years:

7958 25th Ct, Kenosha, WI 53143

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Applicant's Signature



Date:

7/20/2012

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

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

Type 210  
Fee: \$150.00

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine  
and/or Class "B" Beer License(s) City Ordinance 10.075

Complete Sections 1 -8, sign on page 2.

Clerk: Submit to Neighborhood Services & Inspections Department (Room 100) for  
Preliminary Review

(TUSCANY BISTRO BAR AND GRILL KENOSHA LLC)

1. Name of Applicant: Peter DeBarcelo / Guglielmo Fanni
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 7410 118 Ave
3. Business Name: TUSCANY BISTRO BAR AND GRILL
4. Home Phone: 262 818 2000 Business Phone: same E-mail: pdebar@htma.com
5. What type of activity is planned for the outdoor area? outdoor EXTENSION
6. **A detailed map describing the outdoor area is required.**  Check here if map is attached.
7. Will a fence not less than four (4') feet high and no greater than six (6') feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises?  Yes  No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below "Waiver Criteria"
  - a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application".  Check here if application is attached
8.
  - a. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m.  Check here if a request to change the closing hours to this application is attached.
  - b. Music shall be permitted from 10:00 A.M. TO 9:00 P.M. (cabaret license required) Where the outdoor area does not have boundaries within three hundred feet (300') of any residentially zoned property from 10:00 A.M. To 10:00 P.M. (cabaret license required)

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

- a. Zoning Classification: B 2 (If zoned single-family residential, waiver required-choose #9c or #9d)
- b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling\*  Yes  No (If no, waiver required-choose waiver #9b, #9c or #9d)  
*\*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*
- c. The outdoor area has boundaries within three hundred feet (300') of any residentially zoned property.  
 Yes  No (If no, music is permitted from 10:00 A.M. TO 10:00 P.M., cabaret license required)  
Distance from nearest single-family dwelling: 1000 + Preliminary approval granted  Yes  No  
Waiver Required?  Yes  No If yes, which waiver is required  9b  9c  9d  
By: Diana Delio Zoning Coordinator Inspection Date: 7-9-12

WAIVER #9C

OUTDOOR EXTENSION  
CITY ORDINANCE §10.075

WAIVER REQUEST/RESTAURANT

Licensee Name Peter DeBartolo / Guglielmo Fanni  
Trade Name TUSCAN) BISTRO BAR AND GRILL  
Trade Address 7410 118 AVE

PLEASE NOTE: MUST BE FILED FOURTEEN (14) DAYS BEFORE A COUNCIL MEETING

Applicant has applied for an extension of their Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Fermented Malt Beverage 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, is primarily a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts, or the business is located wholly within an area zoned B-1, B-2, B-3 or B-4. Please find below a list of names and addresses of all property owners residing within 100 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer/"Class B" Liquor or "Class C" Wine licensed premises.

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

  
\_\_\_\_\_  
(Individual/Partner/President of Corporation)

\_\_\_\_\_  
(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 9 OF July, 2012  
Kathleen M Lovitro  
Notary Public

My commission expires 7-16-15

N/A

**9. Waiver Criteria:**

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

- Waiver 9a.  Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: "Restaurant" means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.
- Waiver 9b.  Premise is located wholly within an area zoned Institutional Park (IP).
- Waiver 9c.  The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant* shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.
- Waiver 9d.  The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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

Waiver attached     Yes     No

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

\_\_\_\_\_  
(President/Partner/Individual)

\_\_\_\_\_  
(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9 DAY OF July, 2012  
Kathleen M. Lovetro  
Notary Public, My commission expires 7-26-15

**For Office Use Only – To be Completed by City Clerk Staff**

Date Received \_\_\_\_\_ Council Date \_\_\_\_\_ Waiver Approved? \_\_\_\_\_  
#Demerit Points \_\_\_\_\_\*

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

·Planning & Zoning  
·Community Development  
262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance  
262.653.4263  
262.653.4254 FAX  
Room 100

**DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS**  
Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Interim Director

Richard Schroeder, Interim Deputy Director

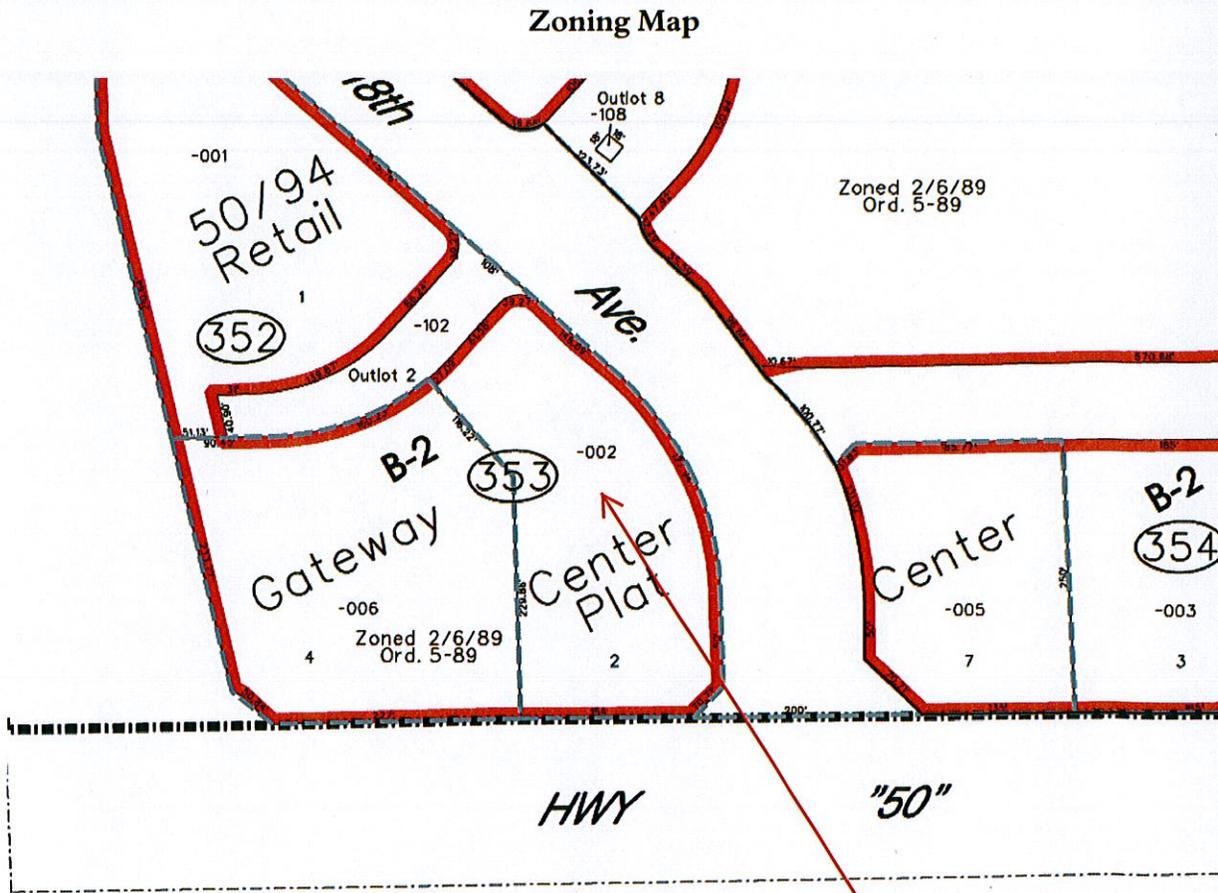
**PERMANENT OUTDOOR EXTENSION**

**TUSCANY BISTRO BAR AND GRILL**  
**7410 118th Avenue**  
**District: 16**

1. The proposed outdoor extension area is located in a commercial district, and is not within 25' of a single-family dwelling. The outdoor extension area is 1,000<sup>±</sup> from the nearest single family dwelling. Subject property is zoned B-2 (Community Business District).
2. The proposed outdoor extension area will be located along the restaurant's east side yard, and will be enclosed by a 4' high wrought iron fence. The restaurant's main entrance is located along the north building line. The following photos depict the area which is proposed for future use as an outdoor extension area:







**The Tuscany Bistro Bar and Grill**  
**exists within the map area labeled as B-2 (-002 area).**

3. The applicant's request complies with Zoning Ordinance and General Code standards.

***Based on the above criteria, approval of the applicant's request is recommended.***

REVIEW CONDUCTED BY: *Paula Blise* July 10, 2012

**Paula Blise, Zoning Coordinator**

APPLICATION FOR AMUSEMENT AND RECREATION  
ENTERPRISE SUPERVISOR LICENSE

(Includes: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries, and Public Dance)

Type: 123

Fee: \$25.00

Expires: May 31<sup>st</sup>

Check One:  Original Application  Renewal Application

PLEASE PRINT

Name Katey A. Walls

Address 1117 80<sup>th</sup> St

Date of Birth 01-27-1985

(must be at least 18 years of age)

Home Phone 262-764-2282

Trade Name of Amusement Enterprise (where this license will be used):

Finney's Lounge / Pub twentytwo bar & grill

Please fill out the attached "Applicant's Report - Police Record"  
(Be sure to include your middle initial)

Applicant's Signature Katey A. Walls

Date 07-03-2012

Subscribed and Sworn to before me this  
3 day of July, 2012

Kathleen M Lovelto  
Notary Public

My Commission Expires 7-26-15

FOR OFFICE USE ONLY

License # 130019

Clerk Initials BW

Date Received/Filed 7-3-12

Date License Granted by Council \_\_\_\_\_

APPLICANT'S REPORT - POLICE RECORD

Name Katey A. Walls

Address 1117-80<sup>th</sup> St Pleasant Prairie, WI 53158

Date of Birth 01-27-1985

License/Permit Applied For Amusement & Recreation

Driver's License Number W420-5018-5527-01

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

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

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

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

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

committed or alleged to be committed, and disposition:

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

United Hospital Systems - 8years, R.N.  
6308 8<sup>th</sup> ave  
Kenosha, WI 53150

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

3427-28<sup>th</sup> st  
Kenosha, WI 53144  
1117-80<sup>th</sup> st  
Pleasant Prairie, WI 53158

Applicant's Signature K. Wall

Date 07-03-2012

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

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

B. Penalty

1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.

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

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

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

**Zimbra**

klovetro@kenosha.org

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## Amusement Rec License

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**From :** Kelly Andreoli <kma360@kenoshapolice.com>

Tue, Jul 03, 2012 02:53 PM

**Subject :** Amusement Rec License

**To :** Kathy Lovetro (klovetro@kenosha.org) <klovetro@kenosha.org>

**No Adverse**

Katey Walls      Finney's Lounge / Pub 22 Bar & Grill

**Kelly M. Andreoli**

**Clerical Supervisor**

**Kenosha Police Department**

**1000-55<sup>th</sup> Street**

**Kenosha, WI 53140**

**(262) 605-5237**

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APPLICATION FOR AMUSEMENT AND RECREATION  
ENTERPRISE SUPERVISOR LICENSE

(Includes: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries, and Public Dance)

Type: 123

Fee: \$25.00

Expires: May 31<sup>st</sup>

Check One:  Original Application  Renewal Application

PLEASE PRINT

Name Jennifer Hammack

Address 4203 89th Pl.

Date of Birth 11-17-84  
(must be at least 18 years of age)

Home Phone 262-945-6874

Trade Name of Amusement Enterprise (where this license will be used):

Pub 22

Please fill out the attached "Applicant's Report - Police Record"  
(Be sure to include your middle initial)

Applicant's Signature Jennifer Hammack

Date 7-17-12

Subscribed and Sworn to before me this  
17 day of July, 2012

Kaw J. Jolley  
Notary Public

My Commission Expires 3/15/15

FOR OFFICE USE ONLY

License # 130020

Clerk Initials JW

Date Received/Filed 7/17/12

Date License Granted by Council \_\_\_\_\_

APPLICANT'S REPORT - POLICE RECORD

Name Jennifer Hammack

Address 4203 89th Pl Kenosha, WI 53142

Date of Birth 11-17-84

License/Permit Applied For Amusement

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

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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no

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

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no

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

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committed or alleged to be committed, and disposition:

NO

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

Kenosha Police Dept.

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

7935 40<sup>th</sup> Ave Kenosha, WI 53142

4203 89<sup>th</sup> Pl. Kenosha, WI 53142

Applicant's Signature

*Genip Stumak*

Date

7-17-12

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A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. 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.

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**Zimbra**

klovetro@kenosha.org

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## Amusement Rec

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**From :** Kelly Andreoli <kma360@kenoshapolice.com>

Tue, Jul 17, 2012 03:14 PM

**Subject :** Amusement Rec

**To :** Kathy Lovetro (klovetro@kenosha.org) <klovetro@kenosha.org>

**No Adverse**

Jennifer Hammack

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

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

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL  
ORDINANCES TO INCLUDE A FOUR WAY STOP AT THE  
INTERSECTION OF 31<sup>st</sup> STREET AND 14<sup>th</sup> AVENUE.  
[DISTRICTS 1 AND 6]

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

**Section One:** Section 7.12 B of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby amended by adding the following:

**B. All vehicles shall stop before entering the intersections of:**

31<sup>st</sup> Street and 14<sup>th</sup> Avenue.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building - 625 - 52<sup>nd</sup> Street – RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: June 21, 2012  
TO: Public Safety and Welfare Committee  
FROM: Clement Abongwa, Assistant City Engineer C.A.  
SUBJECT: Previous Trial for a 4-Way Stop at 31<sup>st</sup> Street and 14<sup>th</sup> Avenue.  
(Districts 1 & 6)

This request has been on trial as indicated with no complaints or problems reported.

Staff recommends approval of the Installation of a 4-Way Stop on the above intersection.

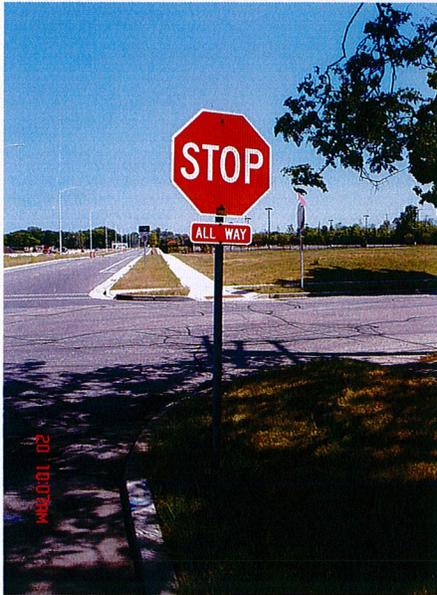
The following addition to Section 7.12B of the Code of General Ordinance is suggested:

31<sup>st</sup> Street and 14<sup>th</sup> Avenue

CA:dh

cc: Alderperson Eric Haugaard – w/a  
Alderperson Tod Ohnstad - w/a  
Michael M. Lemens, Director of Public Works – w/a  
Shelly Billingsley, Director of Engineering – w/a  
File - w/a

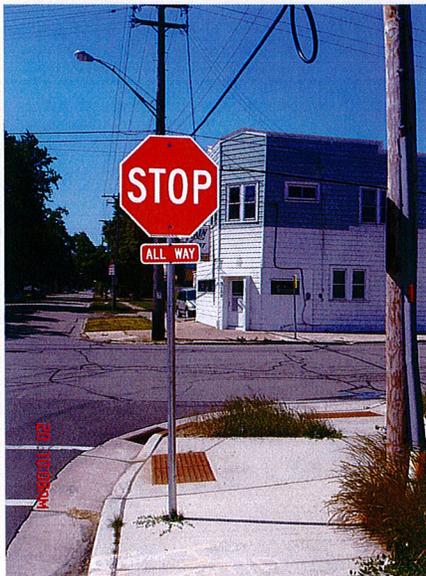
4-WAY STOP AT 31<sup>ST</sup> STREET AND 14<sup>TH</sup> AVENUE



NORTHBOUND STOP SIGN



WESTBOUND STOP SIGN



SOUTHBOUND STOP SIGN



EASTBOUND STOP SIGN



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-1

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E. Interim Director**

Municipal Building - 625 - 52<sup>nd</sup> Street - RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: September 13, 2011  
TO: Public Safety and Welfare Committee  
FROM: Kevin Risch, P.E., Assistant City Engineer KKR 9-16-11  
SUBJECT: Aldermanic Request for a 4-Way Stop 31<sup>st</sup> Street and 14<sup>th</sup> Avenue.

This intersection use to be a 4-way stop prior to 1985 when 14<sup>th</sup> Avenue North of 31<sup>st</sup> Street was a public street.

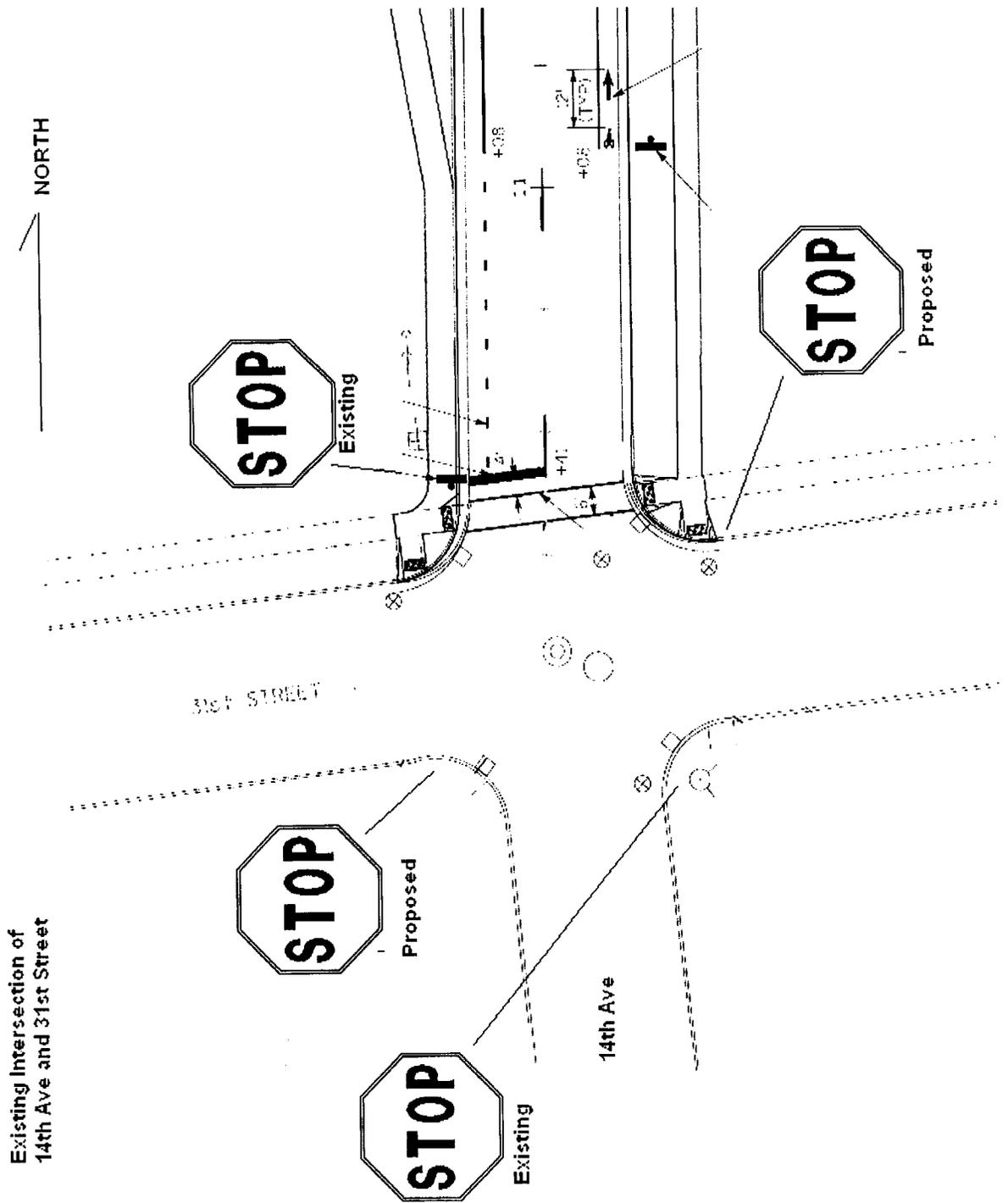
An Aldermanic request has been made to provide a 4-way Stop due to the new extension of 14<sup>th</sup> Avenue North of 31<sup>st</sup> Street making this a 4 leg intersection.

A 90 day trial for a 4-way Stop at 31<sup>st</sup> Street and 14<sup>th</sup> Avenue is suggested.

KKR:dh

cc: Alderperson Tod Ohnstad—w/a  
Michael M. Lemens, Interim Director/City Engineer—w/a  
Kevin Risch—w/a  
Randy LaClaire—w/a

Existing Intersection of  
14th Ave and 31st Street



<b>Planning &amp; Zoning Division</b> 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	July 19 2012	Item 4
<b>By Alderperson Jesse Downing - To Create Subparagraphs 3.17 C.10, 3.18 C.39, 4.06 C.6 and 6.01 F.26.e and to Amend Table 4.01, Group 3 of the Zoning Ordinance to Allow Golf and/or Batting Range Uses as a Conditional Use in Manufacturing Districts. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: City – Wide to all parcels zoned M-1 or M-2

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority.

**ANALYSIS:**

- A property owner in the Industrial Park of Kenosha (IPOK) inquired about installing several batting cages in vacant warehouse space at his existing building. Staff reviewed the request and determined the use was neither a permitted nor conditional use in either M-1 or M-2 Manufacturing District.
- Batting and/or golf ranges are typically looked at as commercial/retail uses in the City of Kenosha. These uses are allowed outdoors in the B-2 Community Business District as a Conditional Use.
- Traffic is also a concern to Staff. The batting or golf ranges could increase traffic that would not normally be in an industrial district. The patrons of these uses also tend to be younger, which is a concern in an industrial district.
- The City Plan Commission reviewed a Zoning Ordinance Amendment on this item on June 21, 2012. That proposed Amendment would have allowed batting cages and golf ranges as permitted accessory uses in the M-1 and M-2 Manufacturing Districts. The City Plan Commission requested that those uses be listed as conditional, rather than permitted. The Zoning Ordinance Amendment was modified per the City Plan Commission's request. The sponsor, Alderperson Downing, concurred with the change request.
- The Zoning Ordinance Amendment also establishes an additional off-street parking requirement of 3.0 spaces per individual station.
- While the request came from an IPOK owner, and the IPOK Review Committee reviewed and supported the request, this Zoning Ordinance Amendment would apply City-wide to all industrially zoned parcels.

**RECOMMENDATION:**

For City Plan Commission review and recommendation.

  
 Brian Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/claurieb/CITY PLAN COMMISSION/4-fact-zo-317C11-batting.odt

DRAFT 7/11/12

SPONSOR: ALDERPERSON JESSE DOWNING

TO CREATE SUBPARAGRAPHS 3.17 C.10, 3.18 C.39, 4.06 C.6 AND 6.01 F.26 e. AND TO AMEND TABLE 4.01, GROUP 3 OF THE ZONING ORDINANCE TO ALLOW GOLF AND/OR BATTING RANGE USES AS A CONDITIONAL USE IN MANUFACTURING DISTRICTS.

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

**Section One:** Subparagraph 3.17 C.10. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

- 10. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator.

**Section Two:** Subparagraph 3.18 C.39 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

- 39. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator.

**Section Three:** TABLE 4.01, GROUP 3 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby amended as follows:

Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator in the M-1 or M-2 Districts.....CC

**Section Four:** Subparagraph 4.06 C.6. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

**6. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator in the M-1 or M-2 Districts.**

- a. **Building Plan** as required in Section 4.05 B. and Section 14 of this Ordinance.
- b. **Site Plan** as required in Section 4.05 C. and Section 14 of this Ordinance, plus:
  - (1) Indicate the location of any off-street parking spaces dedicated to the use per Section 6.0 of the Zoning Ordinance.
- c. **Drainage Plan** as required in Section 4.05 D. and Section 14 of the Zoning Ordinance.
- d. **Landscape Plan** as required in Section 4.05 E. and Section 14.08 H.
- e. **Utility Plan** as required in Section 4.05 F. and Section 14 of the City of Kenosha Zoning Ordinance.
- f. **Operational Plan**, which includes:
  - (1) Name and address of facility operator;
  - (2) Facility maintenance detail; and,
  - (3) Hours of operation.
- g. One or more of the plans identified hereinabove may be waived at the discretion of the Reviewing Authority.
- h. The conditional use permit shall require and the conditional use shall comply with the

following:

- (1) The use shall be located wholly within an enclosed building;
- (2) The use shall be secondary to the primary use, and;
- (3) The use shall comprise less than fifty (50%) percent of the gross square footage of the building in which it is located.
- (4) Requirement imposed by the Common Council in the conditional use permit that addresses issues that may have an adverse social, economic or environmental impact or that may affect the health, safety or welfare of abutting or neighboring properties of the City as a whole.

**Section Five:** Subparagraph 6.01 F.26 e. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

**e. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator:** 3.0 spaces per individual station.

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

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

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

SPONSOR: ALDERPERSON JESSE DOWNING

TO CREATE SUBPARAGRAPHS 3.17 C.10, 3.18 C.39, 4.06 C.6 AND 6.01 F.26 e. AND TO AMEND TABLE 4.01, GROUP 3 OF THE ZONING ORDINANCE TO ALLOW GOLF AND/OR BATTING RANGE USES AS A CONDITIONAL USE IN MANUFACTURING DISTRICTS.

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**Section Four:** Subparagraph 4.06 C.6. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

- 6. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator in the M-1 or M-2 Districts.**
  - a. Building Plan** as required in Section 4.05 B. and Section 14 of this Ordinance.
  - b. Site Plan** as required in Section 4.05 C. and Section 14 of this Ordinance, plus:
    - (1) Indicate the location of any off-street parking spaces dedicated to the use per Section 6.0 of the Zoning Ordinance.
  - c. Drainage Plan** as required in Section 4.05 D. and Section 14 of the Zoning Ordinance.
  - d. Landscape Plan** as required in Section 4.05 E. and Section 14.08 H.
  - e. Utility Plan** as required in Section 4.05 F. and Section 14 of the City of Kenosha Zoning Ordinance.
  - f. Operational Plan**, which includes:
    - (1) Name and address of facility operator;
    - (2) Facility maintenance detail; and,
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  - g.** One or more of the plans identified hereinabove may be waived at the discretion of the Reviewing Authority.
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Kenosha, Wisconsin, is hereby created as follows:

**e. Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator:** 3.0 spaces per individual station.

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

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

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

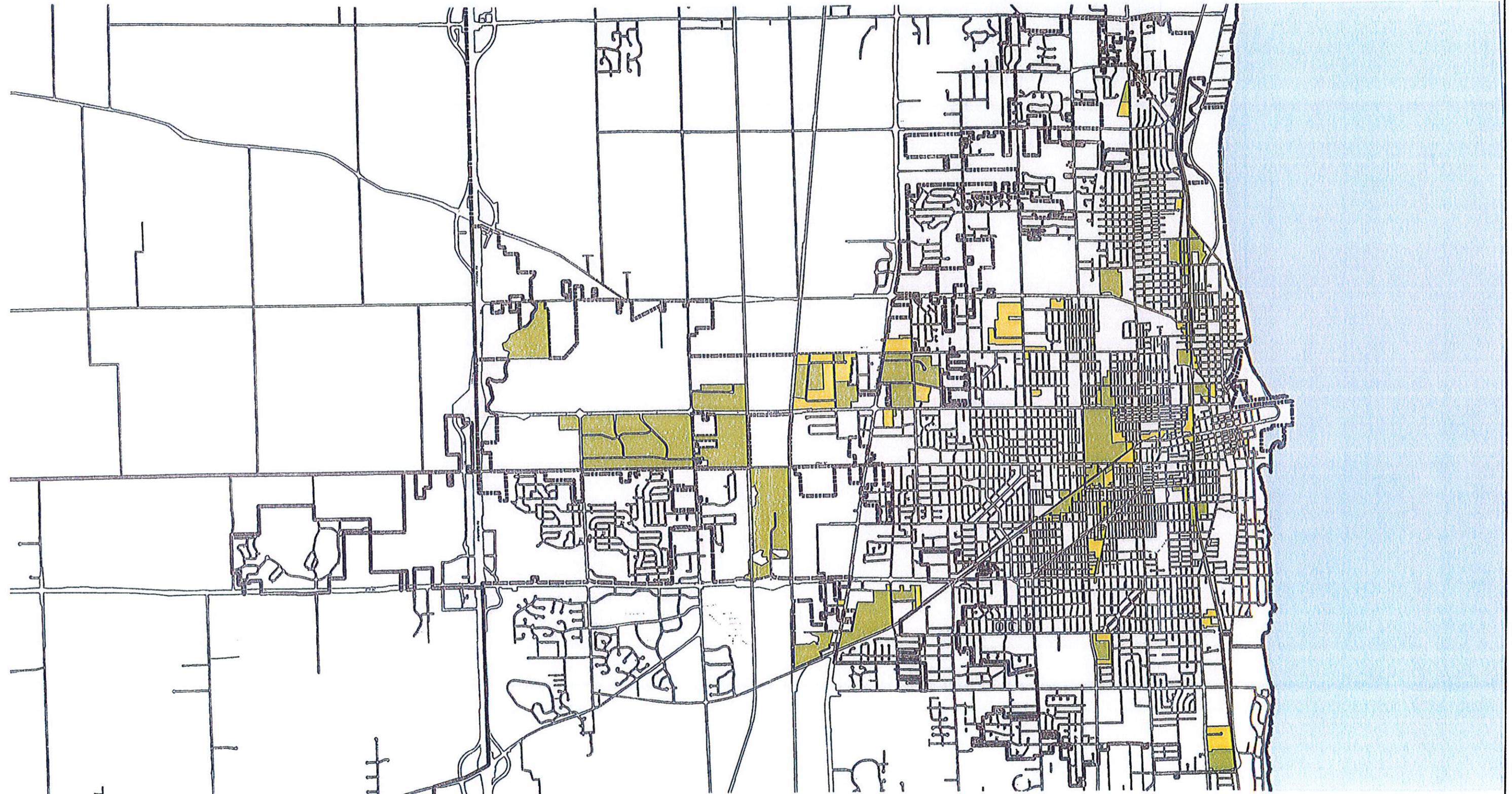
Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

# City of Kenosha

## General Location Map



-  M-1 zoned property
-  M-2 zoned property



0 1,250 2,500 3,750 5,000 Feet

<b>FACT SHEET</b>  Kenosha Historic Preservation Commission	Community Development Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	June 28, 2012	Item 2
<b>By Alderman Jan Michalski - To Create Chapter XXXVIII of the Code of General Ordinances Entitled Kenosha Heritage. PUBLIC HEARING</b>			

**PURPOSE:**

To review and recommend the new proposed Ordinance.

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority.

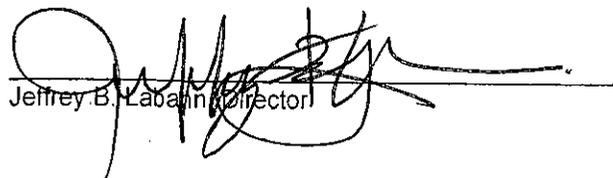
**ANALYSIS:**

- The attached Ordinance allows the Historic Preservation Commission to recommend man-made objects, that are deemed to have cultural or historical significance, to be designated as historical artifacts.
- Man-made items that are recommended for designation as a historical artifact must meet one of the five (5) standards for designation following review by City departments and following a public hearing.
- The Historic Preservation Commission is permitted to recommend historical artifacts for listing on an "Inventory of Historical Artifacts" to the Common Council.
- The Common Council is required to approve recommendations prior to listing on the inventory.
- Upon approval of historical artifacts, no person or entity, including any department or agency of the City is permitted to transfer, relocate, demolish or alter historical artifacts listed on the inventory without obtaining permission of the Historic Preservation Commission.
- Recommendations for denial of a transfer, relocation, demolition or alteration of a historical artifact may be appealed to the Common Council.

**RECOMMENDATION:**

For Historic Preservation Commission review and recommendation.

  
Michael Maki, Community Development Specialist

  
Jeffrey B. Labadie, Director

/u2/acct/cp/ckays/1HIST PRES/2012/June28/Fact-Ord-chap38-heritage.odt

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

SPONSOR: ALDERPERSON JAN MICHALSKI

TO CREATE CHAPTER XXXVIII ENTITLED KENOSHA HERITAGE

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

**Section One:** Chapter XXXVIII of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**38.01 Preservation of Historical Artifacts.**

**A. Purpose.** The purpose of this section is to promote the general welfare by providing for the identification, protection, enhancement, perpetuation, and use of artifacts that reflect special aspects of the City's historical, architectural, cultural, or aesthetic heritage for the following reasons:

1. To encourage public knowledge, understanding, and appreciation of the City's past;
2. To foster civic pride in the beauty and character of the City and the accomplishments of its past;
3. To preserve the visual character of the City by preserving artifacts that reflect its history, and
4. To preserve positive, tangible aspects that are unique to the City.

**B. Definitions.**

**1. Commission** for the purposes of this section means the Historic Preservation Commission.

**2. Artifacts** for the purposes of this section are manmade objects of cultural or historical significance that are located or have been displayed within the City.

**3. Object** for the purposes of this section means a construction, such as a statute, monument, milepost, or similar item, that may be by nature of design moveable and yet related to a specific setting or environment.

**4. Historical artifact** means an artifact that is:

Owned by the City or Redevelopment Authority of the City and is either:

**a.** A local historical artifact that is at least 50 years old; or

**b.** Associated with a property that meets the criteria for listing on the National Register of Historic Places, State Register of Historic Places or as a city landmark.

**5. Inventory of historical artifacts** is the official list of historical artifacts subject to the terms of this section. The inventory of historical artifacts shall be held and maintained by the director of the Department of Community Development and Inspections.

**6. Local historical artifact** is an object that:

**a.** Exemplifies or reflects the cultural, archaeological, political, economic, social, or religious history; or

**b.** Is identified with personages, events, or periods of history which personages, events, or periods are significant to the community; or

**c.** Embodies distinguishing characteristics of architecture, an architect, architectural materials, craftsmanship, or works of nature; or

**d.** In its inherent historical nature provides the citizenry with educational or aesthetic enrichment; or

e. Contributes to the character or understanding of an historic district, property, or structure; and that has been designated a local historical artifact pursuant to this section.

**C. Procedures for listing or removal from listing.** Official listing on the inventory of historical artifacts, or removal from listing, shall be made by recommendation of the Commission and confirmation by the Common Council.

1. The Commission shall hold a public hearing before recommending that an artifact be listed, or removed from listing, on the inventory of historical artifacts. At least ten days prior to the hearing, the Commission shall provide written notice to the following:

- a. The Director of the Department of Community Development and Inspections.
- b. The Director of Public Works.
- c. The General Manager of the Water Utility.
- d. The Fire Chief
- e. The Police Chief
- f. The Mayor and Alderpersons

2. After giving notice as provided in paragraph C.1., the Commission shall conduct the public hearing. The Commission shall have the power to call such other witnesses and to examine such records as it deems necessary.

3. Within 30 days after the close of the public hearing, the Commission shall recommend or decline to recommend to the Common Council the listing, or removal from listing, of the artifact on the inventory of historical artifacts. After such recommendation regarding designation or removal has been made, the Commission shall provide written notice of its recommendation to the Director of the Department of Community Development and Inspections, the Director of Public Works, the Supervisor of Parks, the General Manager of the Water Utility, the Fire Chief, the Police Chief, the Mayor and Alderpersons, Kenosha County Historical Society and the Kenosha Public Museum.

**D. Preservation.**

1. No person or entity, including but not limited to, any department or agency of the City or the Redevelopment Authority of the City of Kenosha, shall permit the transfer, relocation, demolition, or alteration of an historical artifact listed on the inventory of historical artifacts without first obtaining the permission of the Commission. If any activity associated with the artifact has the potential to damage or cause the loss of such artifact, the person responsible for such activity must first present a plan for the protection of such artifact to the Commission. The project shall not commence or continue until and unless the artifact protection plan is approved. The person responsible for the activity must thereafter provide documentation to the Commission, the Director of Public Works, the Director of the Department of Community Development and Inspections, the General Manager of the Water Utility, the Police Chief, or the Fire Chief under whose control and custody the listed historical artifact falls, that the plan was properly executed.

2. If approval under paragraph D.1. is denied, the applicant may, in writing to the City Clerk within ten days of denial, appeal such decision to the Common Council. The City Clerk shall cause the matter to be placed on the agenda of the meeting of the Common Council next following the receipt of such appeal, consistent with the Wisconsin Open Meetings Law. A representative of the Commission shall appear at such meeting to explain the reasons for denial. Approval or denial by the Common Council is final.

**E. Documentation.** If the Commission finds that the preservation of an historical artifact is not practicable, then the historical artifact shall be documented by photographs, mapping, written description, or such other means or matter deemed most appropriate by the Commission.

**F. Stop Work Order.** If any member of the Commission learns or discovers that any person or entity is, may be, or is about to be engaged in the transfer, relocation, demolition, or alteration of a historical artifact listed on the inventory of historical artifacts without first obtaining the permission of the Commission, such Commission member shall notify the Chair of the Commission. The Commission Chair shall call a special meeting, to be held within three days (Saturdays, Sundays, and holidays excluded) consistent with the Wisconsin Open Meetings Law, by providing telephonic or written notice to each member of the Commission at his/her usual place of abode at least six hours before the time set for the meeting. No business shall be transacted or action taken at any special meeting other than the prospective stop work order stated in the notice for the meeting. If the Commission issues a stop work order, such order shall in place remain until confirmed, modified, or overruled by the Common Council at a regularly scheduled meeting.

**G. Cooperation with Other Public Entities.** The Landmarks Historic Preservation Commission shall work with other public entities, including, but not limited to, the Kenosha Unified School District, Gateway Technical College, County of Kenosha, and State of Wisconsin to extend the protection of this section to historical objects that they own.

**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 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	June 21, 2012	Item 3
<b>By Alderperson Jesse Downing - To Create Paragraphs 3.19 C.12 and 4.06 D.17, To Amend Section 4.02 B. Table 4.01 Group 4 and to Repeal and Recreate Paragraph 3.19 B.7.e. of the Zoning Ordinance of the City of Kenosha Regarding Medical Transportation Offices. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Any property zoned IP Institutional Park throughout the City

**NOTIFICATIONS/PROCEDURES:**

The Common Council is the final review authority.

**ANALYSIS:**

- The City Plan Commission previously reviewed an Ordinance that would allow a Medical Transportation Office as a permitted use in the IP Institutional Park District, but parking of the vehicles would not be permitted.
- The Common Council asked that changes be made to the original Ordinance to make the use conditional and that parking would then be addressed as part of the Conditional Use Permit.
- The attached Ordinance would allow medical transportation offices into any IP zoned property upon obtaining a Conditional Use Permit from the Common Council. Specific development standards are noted in Section 4 of the Ordinance.

**RECOMMENDATION:**

This is for Commission review and recommendation.

  
 Rich Schroedel, Deputy Director

/u2/acct/cp/ckays/1CPC/2012/June21/fact-zo-319-medtrans-revised.odt

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

DRAFT 06/27/12

BY: ALDERPERSON JESSE DOWNING

TO CREATE PARAGRAPHS 3.19 C.12 AND 4.06 D.17,  
TO AMEND SECTION 4.02 B. TABLE 4.01 GROUP 4 AND TO  
REPEAL AND RECREATE PARAGRAPH 3.19 B.7.e. OF THE  
ZONING ORDINANCE OF THE CITY OF KENOSHA  
REGARDING MEDICAL TRANSPORTATION OFFICES

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

**Section One:** Paragraph 3.19 C.12 of the Zoning Ordinance for the

City of Kenosha, Wisconsin is hereby created as follows:

**C. Conditional Uses.**

12. Medical transportation offices used exclusively for arranging transportation of individuals to and from health care providers as defined in §146.81, Wisconsin Statutes but excluding taxicab offices and vehicle maintenance facilities.

**Section Two:** Paragraph 3.19 B.7.e. of the Zoning Ordinance for the City

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

7. Food and nonalcoholic beverage sales in conjunction with the following principal or conditional uses upon obtaining applicable licenses:

- a. Colleges, technical schools and universities.
- b. Conference centers and/or bed and breakfast establishments.
- c. Cultural institutions, including libraries, museums and art galleries.
- d. Hospitals.
- e. Public transportation uses under Section 3.19 ~~A.23~~A.22. of this Ordinance.

**Section Three:** Section 4.02 B. TABLE 4.01 GROUP 4 of the Zoning

Ordinance for the City of Kenosha, Wisconsin is hereby amended to include the following:

Medical transportation offices used exclusively for arranging transportation of individuals to and from health care providers as defined in §146.81, Wisconsin Statutes but excluding taxicab offices and vehicle maintenance facilities.....CC

**Section Four:** Paragraph 4.06 D.17 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

17. Medical Transportation Offices Used Exclusively for Arranging Transportation of Individuals To and From Health Care Providers as Defined in §146.81, Wisconsin Statutes but Excluding Taxicab Offices and Vehicle Maintenance Facilities.

- a. **Building Plan** as required in Sections 4.05 B. and 14.07 B. of the Zoning Ordinance.
- b. **Site Plan** as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance to include:
  - (1) Existing buildings and proposed additions or new structures.
  - (2) Customer, employee and medical transportation vehicle parking areas.
  - (3) Existing and proposed screening and landscaping.
- c. **Drainage Plan** as required in Sections 4.05 D. and 14.07 E. of the Zoning Ordinance.
- d. **Landscape Plan** as required in Sections 4.05 E. and 14.07 F. of the Zoning Ordinance.
- e. **Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
- f. **Operational Plan which includes:**
  - (1) A summary of the business operation.
  - (2) Anticipated number of employees.
  - (3) Number and type of vehicles to be parked/stored on the premises.
  - (4) Hours of operation, which shall include detailed information on the number of hours per day vehicles will be parked on the premises.
- g. Medical transportation vehicles shall not be parked on the premises, to the extent possible, in view from the public right-of-way, in a manner that will interfere with traffic circulation or in a manner that will interfere with other tenants or occupants of the premises. No repair or maintenance work on the medical transportation vehicles on the premises shall be permitted.
- h. All storage of medical transportation vehicles which is adjacent to or across an alley from any residential district shall be contained within accessory outdoor storage areas effectively screened from the residential district, as required in §4.05 E.(2) of the Zoning Ordinance. The reviewing authority may require additional screening or landscaping on any portion of the lot, regardless of the adjacent district, if special characteristics of the use warrant such additional screening or landscaping.
- i. Other issues which may have an adverse social, economic, or environmental impact, or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.
- j. One or more of the plans identified above may be waived in the discretion of the reviewing authority.

**Section Five:** This Ordinance shall become effective upon passage and

publication.

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

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

Passed:

Published:

Drafted By:  
 JONATHAN A. MULLIGAN  
 Assistant City Attorney

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

BY: ALDERPERSON JESSE DOWNING

TO CREATE PARAGRAPHS 3.19 C.12 AND 4.06 D.17,  
TO AMEND SECTION 4.02 B. TABLE 4.01 GROUP 4  
AND TO REPEAL AND RECREATE PARAGRAPH 3.19  
B.7.e. OF THE ZONING ORDINANCE OF THE CITY OF  
KENOSHA REGARDING MEDICAL TRANSPORTATION  
OFFICES

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- b. Conference centers and/or bed and breakfast establishments.
- c. Cultural institutions, including libraries, museums and art galleries.
- d. Hospitals.
- e. Public transportation uses under **Section 3.19 A.22.** of this Ordinance.

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- e. **Utility Plan** as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
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  - (1) A summary of the business operation.
  - (2) Anticipated number of employees.
  - (3) Number and type of vehicles to be parked/stored on the premises.
  - (4) Hours of operation, which shall include detailed information on the number of hours per day vehicles will be parked on the premises.
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- i. Other issues which may have an adverse social, economic, or environmental impact, or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole .
- j. One or more of the plans identified above may be waived in the discretion of the reviewing authority.

**Section Five:** This Ordinance shall become effective upon passage and

publication.

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

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

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**  
**CO-SPONSORS: ALDERPERSON G. JOHN RUFFOLO**  
**ALDERPERSON STEVE G. BOSTROM**  
**ALDERPERSON JESSE DOWNING**

**TO EXTEND THE CITY-WIDE HOUSING  
REHABILITATION LOAN PROGRAM (H.E.L.P.)**

**WHEREAS**, on June 1, 2009, the Common Council for the City of Kenosha passed Resolution 61-09 entitled “To Amend the City of Kenosha Capital Improvement Program for 2009 by Creating Line CD-09-001 'City-Wide Housing Rehabilitation Loan Program' for an increase in the 2009 Program of \$450,000” (“the Enabling Resolution”); and,

**WHEREAS**, the Enabling Resolution created Line CD-09-001 of the City's Capital Improvement Plan allowing for the funding of a City-Wide Housing Rehabilitation Loan Program (“H.E.L.P.”); and,

**WHEREAS**, to service the new H.E.L.P. the City entered into a Third Amendment to the Lender Services Agreement between the City of Kenosha and AM Community Credit Union on June 1, 2009 (the original Lender Services Agreement with all of its amendments is hereinafter the “Amended Lender Services Agreement”); and,

**WHEREAS**, the Amended Lender Services Agreement contemplated loaning the \$450,000 authorized by the City of Kenosha in loans up to \$7,500 per owner occupied property subject to a 10 year term with installment payments not commencing until the third year of the loan; and,

**WHEREAS**, neither the Enabling Resolution nor the Amended Lender Services Agreement contemplated by their terms use of the accumulated loan repayments for existing H.E.L.P. loans for the creation of new H.E.L.P. loans for new borrowers; and,

**WHEREAS**, repayments from H.E.L.P. loans will accumulate.

**NOW THEREFORE BE IT RESOLVED** by the Common Council for the City of Kenosha that City administration negotiate a further amendment to the Amended Lender Services Agreement allowing for the relending of the accumulated repaid H.E.L.P. loan proceeds on a revolving basis subject to the other conditions outlined in the Third Amendment of the Lender Services Agreement between the City of Kenosha and AM Community Credit Union.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

Accounts Payable  
Accounts Receivable  
Payroll  
Purchasing  
Risk Management



Main Line: (262) 653-4180  
FAX: (262) 653-4190  
Email: [finance@kenosha.org](mailto:finance@kenosha.org)

**Carol L. Stancato**  
**Director of Finance**

CITY OF KENOSHA  
DEPARTMENT OF FINANCE  
625 - 52nd STREET  
KENOSHA, WISCONSIN 53140

TO: Kenosha Common Council

FROM: Carol L. Stancato, Director of Finance 

DATE: August 1, 2012

SUBJECT: Resolution Awarding the Sale of \$10,980,000 General Obligation Promissory Notes, Series 2012B

Included in your packet is the draft resolution referenced above. Please be advised that this resolution is for background reading and does not contain interest rates, etc. Due to timing of the note sale to the adoption of the resolution, all of our bond and/or note sales would work this way. The interest rates borne by these notes will not be known until the date of the sale which is Monday, August 6, 2012. A resolution containing the completed exhibits will be presented on Monday for your adoption.

(SHAREFIN/BONDING12/bondresexpl.8.1.12)

Resolution No. \_\_\_\_\_

By: the Mayor

**RESOLUTION AWARDING THE SALE OF  
\$10,980,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012B**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on July 16, 2012 (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 \$10,980,000 for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects; public works projects; park improvements; police, fire, public works, mass transit and parks equipment; City development and redevelopment projects; park and library building and grounds improvements; projects in Tax Incremental District No. 4; and upgrading computer software for general City purposes (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. Authorization and 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 NINE HUNDRED EIGHTY THOUSAND DOLLARS (\$10,980,000) 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 NINE HUNDRED EIGHTY THOUSAND DOLLARS (\$10,980,000) 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 2012B"; shall be issued in the aggregate principal amount of \$10,980,000; shall be dated August 21, 2012; 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 April 1 of each year, in the years and principal amounts as set forth on the

QB\17532559.1

Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2013. 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 April 1, 2022 shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2021 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.

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 2012 through 2021 for the payments due in the years 2013 through 2022 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 \$10,980,000 General Obligation Promissory Notes, Series 2012B, dated August 21, 2012" (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 Final 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 Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final 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 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 \_\_\_\_ day of August, 2012.

Attest: \_\_\_\_\_, City Clerk  
Debra Salas

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

Dated: \_\_\_\_\_, 2012

EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

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 2012B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ August 21, 2012 \_\_\_\_\_% \_\_\_\_\_

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 April 1 and October 1 of each year commencing on April 1, 2013 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 \$10,980,000, 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; public works projects; park improvements; police, fire, public works, mass transit and parks equipment; City development and redevelopment projects; park and library building and grounds improvements; projects in Tax Incremental District No. 4; and upgrading computer software for general City purposes, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on July 16, 2012 and August 6, 2012. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on April 1, 2022 are subject to redemption prior to maturity, at the option of the City, on April 1, 2021 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, upon surrender of this Note 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)

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

**BY: COMMITTEE ON PUBLIC WORKS**

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS  
FOR  
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACH**

**PROJECT #12-1208 SIDEWALK & CURB/GUTTER PROGRAM**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

**(Citywide Locations)**

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: sidewalk, and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:
  - a. Preliminary plans and specifications for said improvements.
  - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
  - c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 6<sup>th</sup> day of August, 2012.

APPROVED:

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

ATTEST:

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

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

**BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE**

**TO DESIGNATE AS "HANDICAPPED PARKING" THE  
FIRST SPACE SOUTH OF 59TH STREET ON THE WEST  
SIDE OF 6TH AVENUE-A [DISTRICT 2]**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin,  
that the first space south of 59<sup>th</sup> Street on the west side of 6<sup>th</sup> Avenue-A be and hereby is designated  
as **"HANDICAPPED PARKING"**.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

Date: \_\_\_\_\_

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Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building - 625 - 52<sup>nd</sup> Street – RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: June 21, 2012  
TO: Public Safety and Welfare Committee  
FROM: Clement Abongwa, Assistant City Engineer C.A.  
SUBJECT: Previous Trial to designate one (1) on Street Handicapped Parking Space for the Church at 5900-7<sup>th</sup> Avenue. (District 2)

This request has been on trial as indicated with no complaints or problems reported.

Staff recommends approval for the designation of one (1) on Street Handicapped Parking Space for the Church at the above location.

The following Ordinance is suggested:

Be it resolved by Kenosha Common Council that a one (1) on Street Handicapped Parking Space for the Church at 5900-7<sup>th</sup> Avenue be installed.

CA:dh

cc: Alderperson Chris Schwartz – w/a  
Michael M. Lemens, Director of Public Works – w/a  
Shelly Billingsley, Director of Engineering – w/a  
File - w/a

**ON STREET HADICAPPED PARKING SPACE FOR THE CHURCH AT 5900 7<sup>th</sup> AVENUE**





**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-2

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Interim Director**

Municipal Building - 625 - 52<sup>nd</sup> Street - RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: December 19, 2011

TO: Public Safety and Welfare Committee

FROM: Kevin Risch, P.E., Assistant City Engineer KKR 12-20-11

SUBJECT: Aldermanic Request to designate one (1) on Street Handicapped Parking Space for the Church at 5900-7<sup>th</sup> Avenue. (District 2)

An Aldermanic request has been made for a one (1) on street handicapped parking space be designated for the Church at 5900-7<sup>th</sup> Avenue.

Staff has reviewed this request, there is a ramp from the sidewalk to the Church on the East Side of the Building. Therefore a 90 day trial is recommended to designate the first (1<sup>st</sup>) space South of 59<sup>th</sup> Street on the West Side of 6<sup>th</sup> Avenue-A as handicapped parking only.

KKR:dh

cc: Alderperson Theodore A. Ruffalo - w/a  
Michael M. Lemens, Interim Director of Public Works - w/a  
Kevin Risch - w/a  
Randy LaClaire - w/a

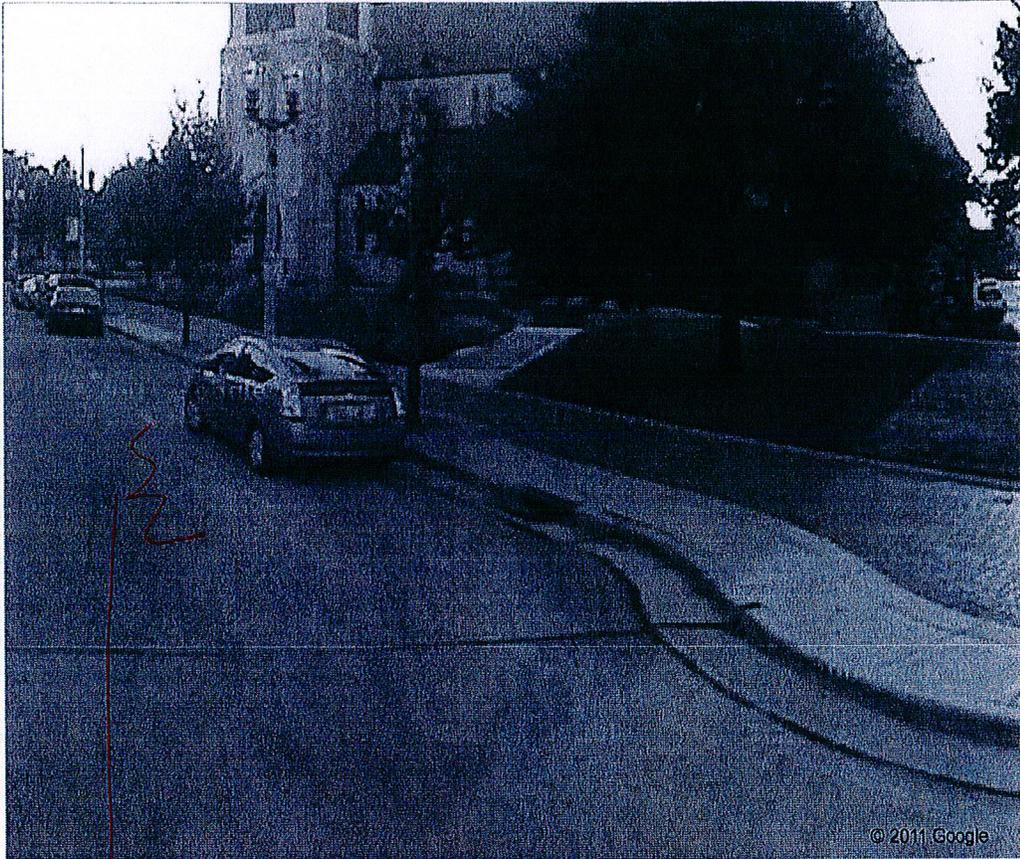


Address **5919 6th Avenue A**

Address is approximate

**Save trees. Go green!**

Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)



*This Space.*

**Zimbra****dhoff@kenosha.org**

± Font size ±

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**Re: Handicapped Parking**

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**From :** Kevin Risch <krisch@kenosha.org>  
**Subject:** Re: Handicapped Parking  
**To :** Randy LeClaire <rleclaire@kenosha.org>  
**Cc:** Diane Hoff <dhoff@kenosha.org>

Mon, Dec 19, 2011 03:22 PM

 1 attachment

Randy,

Please put together the memo for PS&amp;W for this item.

Thanks

Kevin K. Risch, P.E.

Assistant City Engineer,

Facilities, Roadway and Traffic

krisch@kenosha.org

262-653-4148 P

262-653-4056 F

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

From: "Randy LeClaire" <rleclaire@kenosha.org>  
To: "Kevin Risch" <krisch@kenosha.org>  
Sent: Monday, December 19, 2011 3:16:02 PM  
Subject: Re: Handicapped Parking

Kevin,

I would recommend the 1st space south of 59th st on the west side of 6th av-A[[SEE attached photo]].There is a ramp there leading to the church....The location will require 2 sign posts to be installed in concrete...

A trial for PSW would be suggested to designate the 1st space south of 59th st on the west side of 6th av-A as 1 handicapped parking space only.

Randy Le Claire  
Public Works  
262-653-4156

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

From: "Kevin Risch" <krisch@kenosha.org>

To: "Randy LeClaire" <rleclaire@kenosha.org>  
Cc: "Theodore Ruffalo" <tedruffalo@kenosha.org>  
Sent: Thursday, December 15, 2011 12:43:32 PM  
Subject: Fwd: Handicapped Parking

Randy,

Please see request below from Alderman Ruffalo regarding Handicap sign on the road adjacent to church on 7th Ave and 59th Street. Currently the church does not have off street parking. Does our policy allow for a H.C. sign to be placed if no off street parking is available? Let me know how we should proceed with this.

Thanks

Kevin K. Risch, P.E.  
Assistant City Engineer,  
Facilities, Roadway and Traffic  
krisch@kenosha.org

262-653-4148 P

262-653-4056 F

----- Forwarded Message -----  
From: "Theodore Ruffalo" <tedruffalo@kenosha.org>  
To: "Kevin Risch" <krisch@kenosha.org>  
Sent: Thursday, December 15, 2011 11:23:09 AM  
Subject: Handicapped Parking

Kevin,

I had a request from the Church to add a handicapped parking spot some place around it. They really don't care where, but would like one put in someplace and I'll leave it up to you to decide what works best.

Can you take a look at this when you get a chance and make a recommendation?

Sincerely,

~Ted

Begin forwarded message:

From: Theodore Ruffalo < theodore.ruffalo@gmail.com >

Date: December 15, 2011 10:50:40 AM CST

To: Theodore Ruffalo < ted@tedruffalo.com >



**DOC121911-12192011145445.pdf**  
1 MB

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

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

**TO REMOVE THE EXISTING "1 HOUR PARKING, 8:00  
A.M. - 6:00 P.M., MON.-SAT., EXCLUDING HOLIDAYS"  
RESTRICTION ON THE EAST SIDE OF 5TH AVENUE IN  
FRONT OF 6517/6519 5TH AVENUE. [DISTRICT 3]**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin,  
that the existing "1 HOUR PARKING, 8:00 A.M. - 6:00 P.M., MON. - SAT., EXCEPT  
HOLIDAYS" restriction on the east side of 5<sup>th</sup> Avenue in front of 6517/6519 5<sup>th</sup> Avenue, be and  
hereby is removed and rescinded.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building - 625 - 52<sup>nd</sup> Street - RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: June 21, 2012  
TO: Public Safety and Welfare Committee  
FROM: Clement Abongwa, Assistant City Engineer CA.  
SUBJECT: Previous Trial to Remove a 1 Hour Parking in Front of 6517/6519 5<sup>th</sup> Avenue.  
(District 3)

This request has been on trial as indicated with no complaints or problems reported.

Staff recommends approval of the removal of the 1 Hour Parking at the above location.

The following Resolution is suggested:

Be it resolved by Kenosha Common Council that the 1 Hour Parking in Front of 6517/6519 5<sup>th</sup> Avenue be removed.

CA:dh

cc: Alderperson Jan Michalski - w/a  
Michael M. Lemens, Director of Public Works - w/a  
Shelly Billingsley, Director of Engineering - w/a  
File - w/a

**REMOVAL OF ONE-HOUR PARKING RESTRICTION AT 6517/6519 5<sup>th</sup> AVENUE**



**PREVIOUS VIEW**



**CURRENT VIEW**



**Engineering Division**  
 Michael M. Lemens, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent  
**Park Division**  
 Jeff Warnock  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E. Interim Director**

Municipal Building - 625 - 52<sup>nd</sup> Street - RM 305 - Kenosha, WI 53140  
 Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: November 30, 2011  
 TO: Public Safety and Welfare Committee  
 FROM: Kevin Risch, P.E., Assistant City Engineer KKR 12-9-11  
 SUBJECT: Resident Request to Remove 1 Hour Parking in Front of 6517/6519 5<sup>th</sup> Avenue.

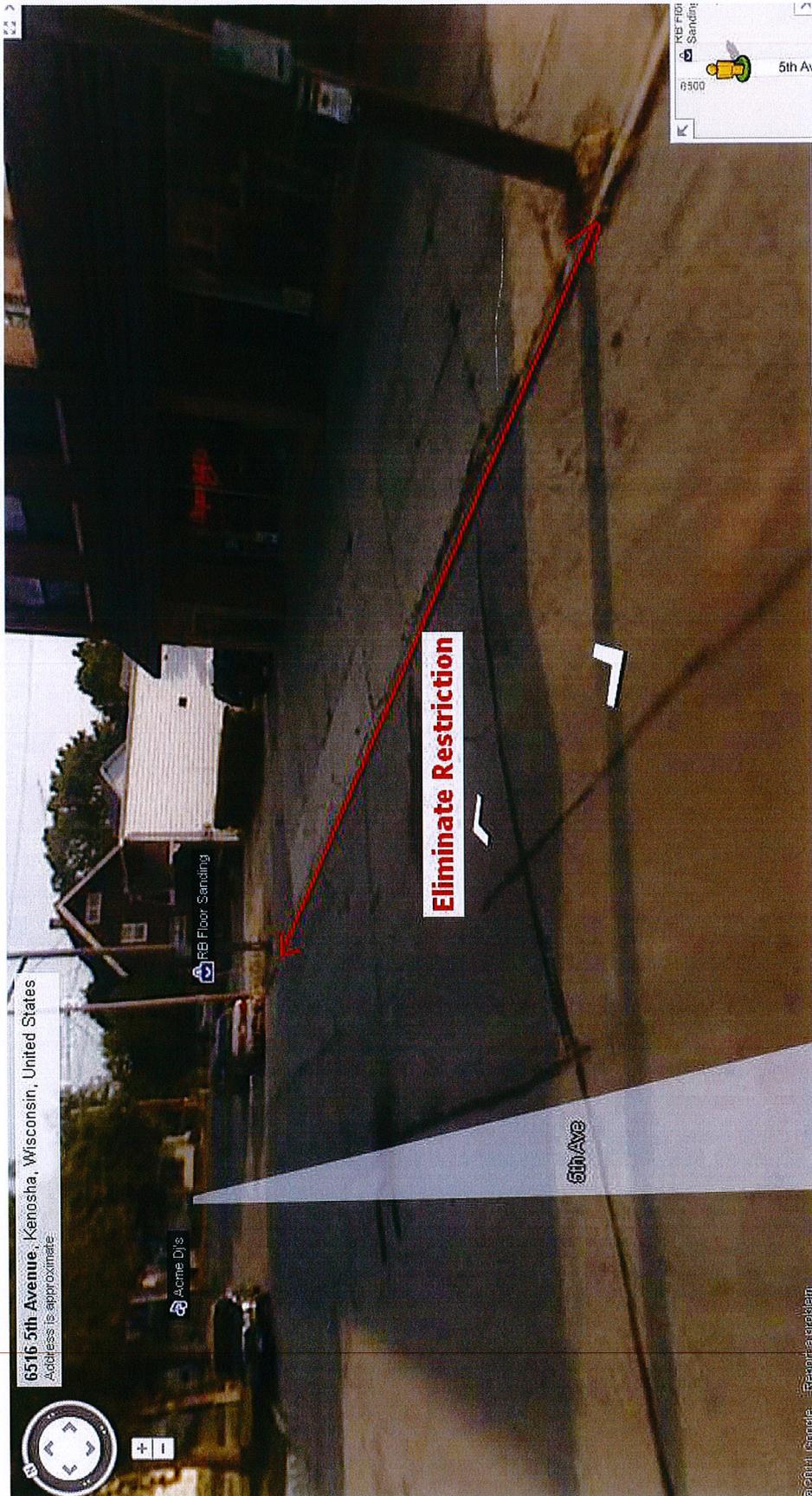
The Resident at 6527-5<sup>th</sup> Avenue is requesting the removal of the 1 Hour Parking 8am-6pm, Monday-Saturday, Excluding Holiday restriction on the East Side of 5<sup>th</sup> Avenue in Front of 6517/6519.

Staff has reviewed. The area in question is along a vacant business (Rugs) and about 60 feet in length or about 3 spaces.

Staff recommends a 90 day trial for removal of the 1 Hour restriction in front of 6517/6519 5<sup>th</sup> Avenue.

KKR:dh

cc: Alderperson Theodore A. Ruffalo—w/a  
 Michael M. Lemens, Interim Director/City Engineer—w/a  
 Kevin Risch—w/a  
 Randy LaClaire—w/a



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

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

**TO REMOVE THE EXISTING "2 HOUR PARKING,  
6:00 A.M.-4:00 P.M., MONDAY-FRIDAY, EXCLUDING  
HOLIDAYS" RESTRICTION FROM BOTH SIDES OF  
38TH AVENUE FROM 65TH STREET NORTH 200 FEET.  
[DISTRICT 15]**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin,  
that the existing "**2 HOUR PARKING, 6:00 A.M. - 4:00 P.M., MONDAY-FRIDAY, EXCEPT  
HOLIDAYS**" restriction on both sides of 38<sup>th</sup> Avenue from 65<sup>th</sup> Street north 200 feet, be and  
hereby is removed and rescinded.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

Drafted By:  
Jonathan A. Mulligan  
Assistant City Attorney



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**

Municipal Building - 625 - 52<sup>nd</sup> Street – RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

DATE: June 21, 2012  
TO: Public Safety and Welfare Committee  
FROM: Clement Abongwa, Assistant City Engineer C.A.  
SUBJECT: Previous Trial to Remove a 2-HR Parking, 6:00am – 4:00pm, Monday-Friday, EX: Holidays both Sides of 38<sup>th</sup> Avenue – 6400 Block. (District 15)

This request has been on trial as indicated with no complaints or problems reported.

Staff recommends approval of the removal to a 2 HR Parking, 6:00am – 4:00pm, Monday-Friday, EX: Holiday on the above location.

The following Resolution is suggested:

Be it resolved by Kenosha Common Council that the 2-HR Parking, 6:00am – 4:00pm, Monday-Friday, EX: Holidays both Sides of 38<sup>th</sup> Avenue – 6400 Block be removed.

CA:dh

cc: Alderperson Michael Orth – w/a  
Michael M. Lemens, Director of Public Works – w/a  
Shelly Billingsley, Director of Engineering – w/a  
File - w/a

**REMOVAL OF TWO-HOUR PARKING RESTRICTION ON 38<sup>th</sup> AVENUE - 6400  
BLOCK.**



**PREVIOUS VIEW**



**CURRENT VIEW**



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Ronald L. Bursek, P.E., Director**

Municipal Building - 625 - 52<sup>nd</sup> Street – RM 305 - Kenosha, WI 53140  
Telephone (262) 653-4050 - Fax (262) 653-4056

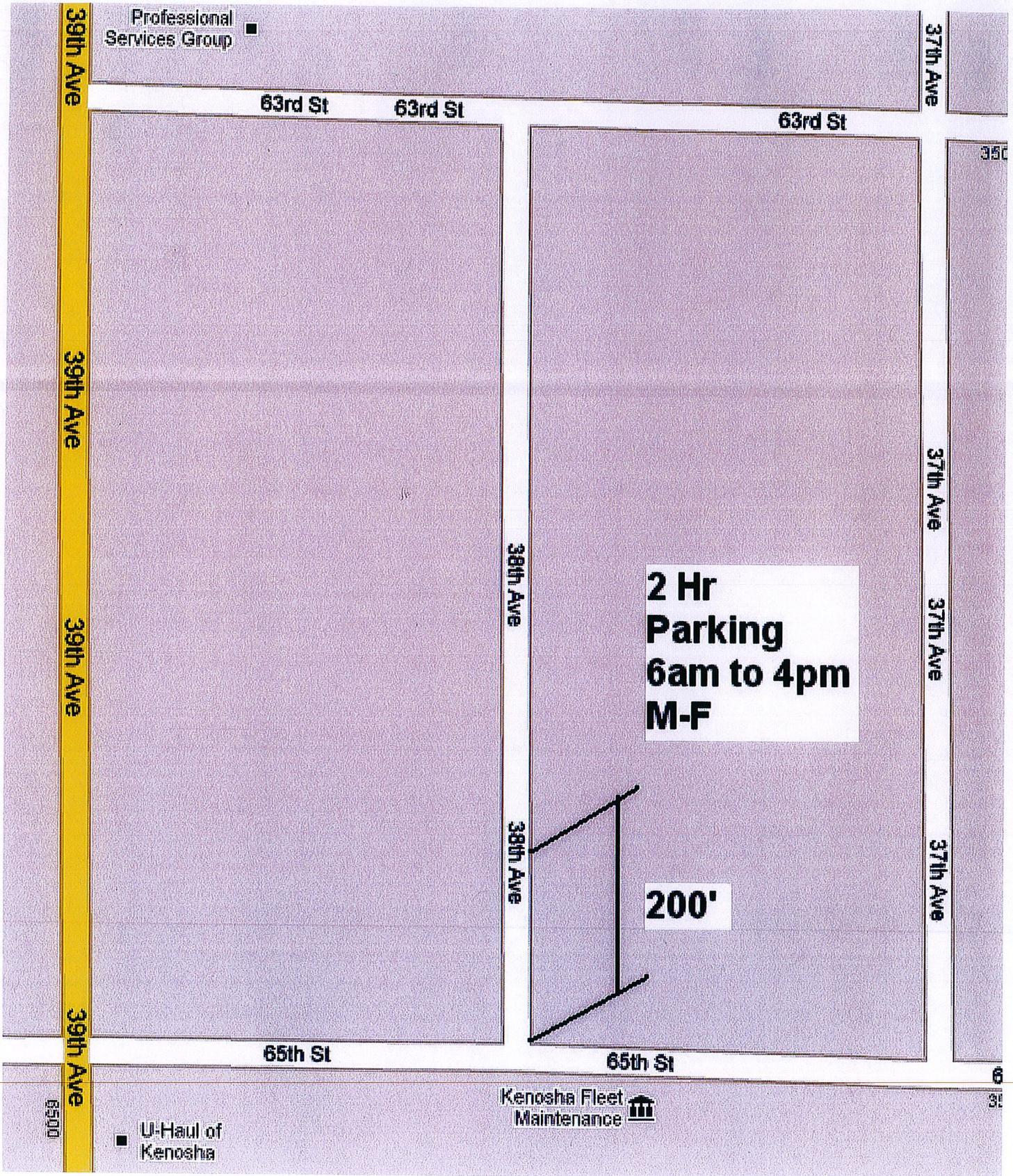
DATE: May 9, 2011  
TO: Public Safety and Welfare Committee  
FROM: Kevin Risch, P.E., Assistant City Engineer \_\_\_\_\_  
SUBJECT: Aldermanic Request for To Remove 2 HR Parking, 6:00am – 4:00pm, Monday – Friday,  
EX. Holidays Both Sides of 38<sup>th</sup> Avenue - 6400 block.

Alderman Nudo is requesting removal of the above referenced 2 HR parking restriction on the south end at 38<sup>th</sup> Avenue. The constituents requesting the removal will be the only ones impacted by the removal. About 8 hours on the street are affected.

Staff recommends approval for a 90 day trial to remove 2 HR Parking both side 38<sup>th</sup> Avenue from 65<sup>th</sup> Street north approximately 200 feet.

KKR:dt

cc: Alderman Nudo—w/a  
Ronald L. Bursek, Director of Public Works— w/a  
Michael M. Lemens, Director of Engineering/City Engineer – w/a  
Randy LaClaire—w/a  
File – w/a



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

BY: FINANCE COMMITTEE

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

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that, pursuant to §5.11F. of the Code of General Ordinances, a special tax in the amount of \$302.00 be, and is hereby, levied against the respective parcels of property as shown by a report of the Department of Public Works and filed in the office of the City Clerk of the City of Kenosha, if invoices therefor are not paid within thirty (30) days of issuance.

Adopted this 6<sup>th</sup> day of August, 2012.

APPROVED:

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

ATTEST:

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

	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$47.70	\$117.70
04-122-13-279-003-0	0		

SNOW CLEARED ON 1/24/12

PROPERTY ADDRESS  
DANIEL J PEURA  
8739 034 AV

MAIL TO ADDRESS  
DANIEL J PEURA  
8739 34TH AVE  
KENOSHA, WI 53142

LEGAL DESCRIPTION  
18584-84-1 THE N 27 FT OF LOT 83  
& S 53 FT OF LOT 84 THE ISETTS  
ESTATES SUB NW 1/4 SEC 13 T1 R22  
DOC#1119887  
DOC#1660893  
DOC#1669005

-----

PARCEL NUMBER	LOT	\$114.30	\$184.30
07-222-13-301-088-0	0		

SNOW CLEARED ON 1/24/12

PROPERTY ADDRESS  
CHUNG S KIM  
3317 016 ST

MAIL TO ADDRESS  
CHUNG S KIM  
3724 TORREY PINES PKWY  
NORTHBROOK, IL 60062

LEGAL DESCRIPTION  
LOT 88 HUNTER'S RIDGE SUB PT  
SW 1/4 SEC 13 T 2 R 22  
1992  
(07-222-13-375-001 & 002)  
DOC #990836  
DOC #990837

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STREET TOTAL	0.00	\$302.00
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PAGE 1

GRAND TOTALS	PARCELS 2	FOOTAGE 0.000	TOTAL COST \$302.00
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PAGE 2

Planning & Zoning Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 19, 2012	Item 1
<b>By the Finance Committee - To Amend the Community Development Block Grant Fund Allocation Plans for 2005 - 2009. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

City - Wide

**NOTIFICATIONS/PROCEDURES:**

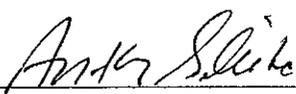
This item will also be reviewed by the Finance Committee before final approval by the Common Council.

**ANALYSIS:**

- At the June 27, 2012 Community Development Block Grant (CDBG) meeting, the Committee recommended reallocating \$119,545.00 to provide full funding to the activities the Common Council approved on November 7, 2011 through Resolution #135-11.
- To provide this funding, the Fund Allocation Plans for 2005, 2006, 2007, 2008 and 2009 must be amended.
- The Amendment would be to Section V. Reprogramming of Funds. Language should be added that reads as follows:
  - In addition, funds may be used to fully fund activities in a current year if a reduction in funding from HUD is realized.

**RECOMMENDATION:**

A recommendation is made to approve the Amendment for the Fund Allocation Plans for 2005 through 2009.

  
 \_\_\_\_\_  
 Anthony Gelicke, Community Development Specialist

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

/u2/acct/cp/ckays/1CPC/2012/July19/1-fact-amnd cdbg alloc plans 2005-2009.odt

**RESOLUTION # \_\_\_\_ - 12**

**By: The Finance Committee**

**TO AMEND THE COMMUNITY DEVELOPMENT BLOCK GRANT  
FUND ALLOCATION PLANS FOR 2005-2009**

**WHEREAS**, the City of Kenosha receives an annual grant under the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the City prepares a Fund Allocation Plan which provides guidance on how activities are recommended for funding; and

**WHEREAS**, the City of Kenosha Common Council has approved a Fund Allocation for the CDBG Program for years 2005-2009; and

**WHEREAS**, the City has accumulated Community Development Block Grant (CDBG) funds from completed and/or canceled activities; and

**WHEREAS**, the City wishes to provide full funding for the 2012 activities as recommended by the Common Council through Resolution 135-11; and

**WHEREAS**, public hearings were held before the CDBG Committee on June 14, 2012 and June 27, 2012, the City Plan Commission on July 19, 2012, the Finance Committee on August 6, 2012, and the City of Kenosha Common Council on August 6, 2012 to obtain citizen comments on the proposed reallocation of CDBG funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, that the 2005-2009 Fund Allocation Plans be amended to allow for the full funding of the 2012 activities by amending Section V. Reprogramming of Funds.

**BE IT FURTHER RESOLVED** that the following language be added to the existing language in Section V. " In addition, funds may be used to fully fund activities in a current year if a reduction in funding from HUD is realized."

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

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

Drafted by:  
Department of Community Development & Inspections

/u2/acct/cp/ckays/1CPC/2012/July19/R-amend 2005-2009.odt

### Leveraging

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- Leveraging of funds
- CDBG is not the sole source of funding
- The ability to cover the cost of implementing the plan

### Need

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- The Project will enhance the area in which the Project is located
- The Project will enhance or relate to the Agency's long term programming

### IV. Funding Allocation for 2005 (Based on a \$1,287,000 allocation)

The categorical percentages established for the CDBG Program during 2005 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing and Neighborhood Improvement	42% - 55%
Economic Development	7% - 20%
U.W. Extension - NRSA Implementation	3%

If there is a reduction in CDBG funds received for the year 2005, reductions will be made across the board. If there is an increase in CDBG funds received for the year 2005, these funds will be placed in a street resurfacing fund to include curb, gutter, parkway and sidewalk.

### V. Reprogramming of Funds

All funds available for reprogramming for the 2005 program year are designated to be reprogrammed by the CDBG Subcommittee to implement the two Neighborhood Revitalization Strategies (Columbus Neighborhood and Lincoln Neighborhood) and to undertake activities that fall within the boundaries of the two Neighborhood Revitalization Strategies.

### VI. Timeliness

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions must do so by Friday, October 14, 2005, and shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

## **PLANNING/MANAGEMENT PROJECTS**

Proposals must address the following:

### Plan Consistency

To be considered for funding as a Planning/Management Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan

### Benefit

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

### Leveraging

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### Need

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project will enhance or relate to the Agency's long term programming

## **IV. FUNDING ALLOCATION FOR 2006 (based on a \$1,220,301 allocation)**

The categorical percentages established for the CDBG Program during 2006 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing & Neighborhood Improvement	47 – 57%
Economic Development	5 – 15%
NRSA Implementation	3%

If there is a reduction in CDBG funds received for the year 2006, reductions will be made across the board. If there is an increase in CDBG funds received for the year 2006, these funds will be placed in a street resurfacing fund to include curb, gutter, parkway, and sidewalk.

## **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming for the 2006 program year are designated to be reprogrammed by the CDBG Committee to implement the two Neighborhood Revitalization Strategies (Columbus and Lincoln Neighborhoods) and to undertake activities that fall within the boundaries of the two Neighborhood Revitalization Strategies.

If there is a reduction in CDBG funds received for the year 2007, reductions will be made across the board. If there is an increase in CDBG funds received for the year 2007, these funds will be placed in a street resurfacing fund to include curb, gutter, parkway, and sidewalk.

#### **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming for the 2007 program year are designated to be reprogrammed by the CDBG Committee to implement the two Neighborhood Revitalization Strategies (Columbus and Lincoln Neighborhoods) and to undertake activities that fall within the boundaries of the two Neighborhood Revitalization Strategies.

#### **VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions must do so by Friday, October 12, 2007, and shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

#### **VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications usually occurring in August/September. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests will be allowed.

#### **VIII. INELIGIBLE ACTIVITIES**

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

#### **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/ctonyg/CDBG/2007\_PROGRAM/FundAllocationPlan.sxw

## **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming for the 2008 program year are designated to be reprogrammed by the CDBG Committee to implement the two Neighborhood Revitalization Strategies (Columbus and Lincoln Neighborhoods) and to undertake activities that fall within the boundaries of the two Neighborhood Revitalization Strategies.

## **VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions must do so by Friday, October 10, 2008, and shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

## **VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications usually occurring in August/September. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests will be allowed.

## **VIII. INELIGIBLE ACTIVITIES**

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

## **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/ctonyg/CDBG/2008\_Program/FundAllocationPlan.sxw

## **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming for the 2009 program year are designated to be reprogrammed by the CDBG Committee to implement the two Neighborhood Revitalization Strategies (Columbus and Lincoln Neighborhoods) and to undertake activities that fall within the boundaries of the two Neighborhood Revitalization Strategies.

## **VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

## **VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications usually occurring in August/September. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests will be allowed.

## **VIII. INELIGIBLE ACTIVITIES**

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

## **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/ctonyg/CDBG/2009\_Program/AllocationPlan.odt

Planning & Zoning Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	July 19, 2012	Item 2
<b>By the Finance Committee - To Reallocate Community Development Block Grant Funds and Amend the 2012 Consolidated Plan - Annual Plan. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

City - Wide

**NOTIFICATIONS/PROCEDURES:**

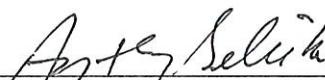
This item will also be reviewed by the Finance Committee before final approval by the Common Council.

**ANALYSIS:**

- The City currently has \$234,892.06 in Unprogrammed funds and \$328,684.67 in funds from the now dormant Neighborhood Improvement Fund.
- At the June 27, 2012 Community Development Block Grant (CDBG) meeting, the Committee recommended reallocating \$119,545.00 to provide full funding to the activities the Common Council approved on November 7, 2011 through Resolution #135-11. The Committee recommended to approve an additional \$328,684.67 in funding to the Public Works Department for Street Resurfacing.
- The City of Kenosha's 2012 CDBG Grant from HUD was reduced by 12.62%. By reallocating the \$119,545.00, activities will be fully funded as recommended by the Common Council.
- The funding for the Street Resurfacing is the result of a HUD Review that indicated the City has too much funding available. HUD is requiring that the City spend down our line of credit before their next review, which will take place on November 1, 2012.
- The funding for the \$119,545 is a result of several activities over several years that had a balance remaining, or were Entitlement funds that were not allocated.
- The funding for the \$328,684.67 is from the Neighborhood Improvement Fund, which was a fund established to provide funding for housing activities that were undertaken in defined areas. The fund has not been utilized for several years.

**RECOMMENDATION:**

A recommendation is made to approve the reallocation of funds and amend the 2012 Consolidated Plan.

  
 \_\_\_\_\_  
 Anthony Geliche, Community Development Specialist

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

/u2/acct/cp/ckays/1CPC/2012/July19/2-fact-realloc funds&amd plan.odt

RESOLUTION # \_\_\_\_\_ -12

By: The Finance Committee

TO REALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
AND  
AMEND THE 2012 CONSOLIDATED PLAN-ANNUAL PLAN

**WHEREAS**, the City of Kenosha receives an annual Entitlement Grant of Community Development Block Grant (CDBG) funds under the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires the City to account for the allocation of all CDBG funds; and

**WHEREAS**, the 2012 CDBG Entitlement Grant from HUD was reduced by 12.62% from the anticipated 2012 Entitlement Grant; and

**WHEREAS**, the City has accumulated unused CDBG funds from completed and/or canceled activities; and

**WHEREAS**, the City wishes to provide full funding for the 2012 activities as recommended by the Common Council through Resolution 135-11; and

**WHEREAS**, the City wishes to provide additional funding for the resurfacing of CDBG eligible streets; and

**WHEREAS**, public hearings were held before the CDBG Committee on June 14, 2012 and June 27, 2012, the City Plan Commission on July 19, 2012, the Finance Committee on August 6, 2012, and the City of Kenosha Common Council on August 6, 2012 to obtain citizen comments on the proposed reallocation of CDBG funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, that the 2012 CDBG Annual Plan be amended as attached.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to submit the Amended Annual Plan and all other required documents to the U.S. Department of Housing and Urban Development.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

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

Drafted by:  
Department of Community Development & Inspections

/u2/acct/cp/ckays/1CPC/2012/July19/R-reallocate.odt

RESOLUTION NO. 135-11

BY: FINANCE COMMITTEE

**RESOLUTION TO APPROVE THE 2012 CONSOLIDATED PLAN - ANNUAL PLAN**

**WHEREAS**, the City of Kenosha receives CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

**WHEREAS**, for the purpose of the CDBG Program, public hearings were held before the CDBG Committee on June 28, 2011; August 22, 2011 and August 23, 2011; the City Plan Commission on July 7, 2011 and October 20, 2011; the Finance Committee on July 18, 2011 and November 7, 2011 and the Common Council on July 18, 2011 and November 7, 2011 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

**WHEREAS**, for the purpose of the HOME Program, public hearings were held before the Finance Committee on November 7, 2011 and the Common Council on November 7, 2011 to consider the 2012 Program Description and obtain citizen comments on housing needs; and

**WHEREAS**, the 2012 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$966,167 and project allocations are based on this amount; and

**WHEREAS**, if the actual 2012 CDBG Entitlement Grant is less than \$966,167, program allocations will be adjusted in proportion to each project allocation; and

**WHEREAS**, if the actual 2012 CDBG Entitlement Grant is more than \$966,167, funds will be used in accordance with the 2012 Fund Allocation Plan approved by the Common Council on July 18, 2011; and

**WHEREAS**, the 2012 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$464,881 and proposed allocations are based on this amount; and

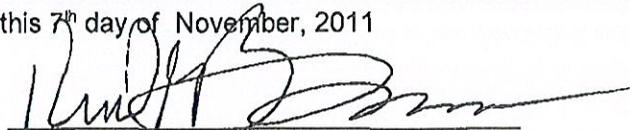
**WHEREAS**, if the actual 2012 HOME Entitlement Grant is more or less than \$464,881, the program allocation will be adjusted in proportion to each activity allocation approved in the 2012 Program Description.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council, that the 2012 Consolidated Plan - Annual Plan is approved; and

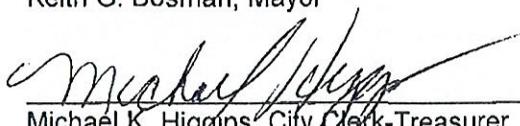
**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Dated this 7<sup>th</sup> day of November, 2011

APPROVE:

  
Keith G. Bosman, Mayor

ATTEST:

  
Michael K. Higgins, City Clerk-Treasurer



Drafted by: Department of City Development

## 2012 CDBG Program

<b>Public Service</b>		
Kenosha Area Family & Aging Service, Inc.	Volunteer Transportation Service	\$5,000
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$5,000
Kenosha Literacy Council, Inc.	Long Term Literacy	\$5,000
Oasis Youth Center	Site Security	\$5,000
Kenosha Achievement Center	Employment Exploration	\$15,325
Spanish Center of Southeastern WI, Inc.	Continuum of Care	\$18,970
Women & Children's Horizons	Legal Advocacy Program – Legal Coordinator	\$20,000
ELCA Urban Outreach Center	Helping Residents become Self-Sufficient	\$20,630
Kenosha YMCA	Frank Neighborhood Project	\$25,000
Shalom Center	Emergency Family Shelter	\$25,000
		<b>\$144,925</b>
<b>Housing, Neighborhood Improvement/Economic Development</b>		
Kenosha Achievement Center	Workshop Improvements	\$25,000
Women & Children's Horizons	Building Repairs	\$45,000
WI Women's Business Initiative Corp.	Micro-Enterprise Development Continuum	\$150,000
City of Kenosha – Public Works	Street Improvements	\$408,009
		<b>\$628,009</b>
<b>Planning/Management</b>		
HOPE Council, Inc.	Hope House Planning Grant	\$10,000
Kenosha Common Markets	Feasibility Study	\$30,000
City of Kenosha	Program Administration/Comprehensive Planning	\$153,233
		<b>\$193,233</b>
<b>Total 2012 CDBG Program</b>		<b>\$966,167</b>

### CDBG Unprogrammed Fund Balance

Year	Account	Source of Funds	Amount
2011	290-06-50604	Sailing Center	391.11
2010	289-06-50602	Urban League-Apprentice	309.04
	289-06-50603	Literacy Council	441.86
	289-06-51602	Walkin' In My Shoes	0.83
	289-06-50605	Spanish Center-Outreach	441.00
	289-06-51602	ELCA Urban Outreach Center	439.19
	289-06-51602	Potter's Center	4.00
	289-06-50617	YMCA	156.08
	289-06-51602	Unallocated Entitlement	107,094.00
			<b>108,886.00</b>
2009		Urban League	167.08
		Health Center	60,825.91
		Urban League	2,686.71
		Spanish Center	250.00
		Potter's Center	2.52
		Legal Action	2,950.00
		Margaret Ann's Place	3,500.00
		New Song Ministries	2,016.00
	259-06-51602		<b>72,398.22</b>
2008		Walkin' In My Shoes	544.90
		Senior Center	1,559.00
		Fire Dept	4.36
	258-06-51602		<b>2,108.26</b>
2007		AODA Safehouse	4,443.00
		Margaret Ann's Place	27.00
		Spanish Center	114.00
		ELCA	460.49
	257-06-51602		<b>5,044.49</b>
2006		History Center Keepers Cottage	1,093.86
		Spanish Center	220.00
	256-06-51602		<b>1,313.86</b>
2005		Neighborhood Inspection	1.00
		Senior Center	1,849.00
		Spanish Center	367.66
		Unallocated Entitlement	42,532.46
	255-06-51602		<b>44,750.12</b>
	TOTAL		<b>234,892.06</b>

2005

\$44,750.12

Kenosha Area Family & Aging Service, Inc.	-\$631.00
Walkin' In My Shoes, Inc.	-\$631.00
Kenosha Literacy Council, Inc.	-\$631.00
Oasis Youth Center	-\$631.00
Kenosha Achievement Center	-\$1,934.00
Women & Children's Horizons	-\$2,524.00
ELCA Urban Outreach Center	-\$2,604.00
Kenosha YMCA	-\$3,155.00
Shalom Center	-\$3,155.00
Kenosha Achievement Center	-\$3,155.00
Women & Children's Horizons	-\$5,679.00
WI Women's Business Initiative Corp.	-\$18,932.00
City of Kenosha – Public Works	-\$1,088.12
	-\$44,750.12

2006

\$1,313.86

City of Kenosha – Public Works	-\$1,313.86
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2007

\$5,044.49

City of Kenosha – Public Works	-\$5,044.49
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2008

\$2,108.26

City of Kenosha – Public Works	-\$2,108.26
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2009

\$72,398.22

City of Kenosha – Public Works	-\$41,940.27
HOPE Council, Inc.	-\$1,262.00
Kenosha Common Markets	-\$3,786.00
City of Kenosha	-\$19,340.00
	-\$66,328.27

-\$119,545.00

### CDBG Neighborhood Improvement Fund Balance

Account	Source of Funds	Amount
257-06-50450	NIF	\$109,883.16
255-06-50465	NIF	\$80.51
258-06-50450	NIF	\$218,721.00
		<b>\$328,684.67</b>
City of Kenosha – Public Works		\$328,684.67

·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

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Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

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### MEMO

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

**FROM:** Mike Maki, AICP, Community Development Specialist *MM*

**RE:** **To Amend the 2012 HOME Program Description**

**DATE:** August 6, 2012

---

Attached is the Amended 2012 HOME Program Description as recommended by the HOME Program Commission at their meeting on June 14, 2012.

The Commission recommended to approve Staff's recommendation to eliminate "Acquisition and Rehabilitation of Foreclosed Single Family Homes in targeted neighborhoods" in the 2012 HOME Program Description and replace it with "Homeowner Rehabilitation" as a priority of our 2012 HOME Program Funds.

This is reflected on page 1 of the document, under *City of Kenosha Eligible HOME Program Activities*.

MM:kas  
Attachment

<p>Community Development Division 625 52<sup>nd</sup> Street Kenosha, WI 53140 262.653.4030</p>	<p>HOME Program Commission  FACT SHEET</p>	<p>Thursday, June 14, 2012</p>	<p>Item 2 Page 1</p>
<p>Program Description for HOME Program. <i>PUBLIC HEARING</i></p>			

**ANALYSIS:**

- Attached is the City's FY 2012 HOME Program Description. This document, which is required by the Department of Housing and Urban Development (HUD), outlines the City's allocation of Federal FY 2012 HOME funds.
- The HOME Program Commission prioritized use of the City's 2012 HOME Program Allocation, which was approved by the Common Council on November 7, 2011.
- The 2012 HOME Program Description allows the use of the 2012 HOME allocation to support the following activities, listed in priority order:
  1. Acquisition and Rehabilitation of Foreclosed Single Family Homes in targeted neighborhoods.
  2. Home Buyer Purchase Assistance city-wide.
- Previous allocations of HOME program funding were used for:
  1. New Senior rental housing developments.
  2. New construction of single family homes.
- HOME Program Rules also allow the use of HOME funds for:
  1. Community Housing Development Organizations (CHDO's)
    - a. The City is required to set aside 15% of its annual allocation for CHDO's who are owners, developers, and/or sponsors of affordable housing.
  2. Down payment or closing cost assistance for the purchase of homes.
  3. Lease Purchase in conjunction with Homebuyer Program.
  4. Conversion of an existing structure from another use to affordable residential unit(s).
  5. Homeowner rehabilitation and/or refinancing.
  6. Site improvements on a HOME project site:
    - a. Land preparation, environmental and/or landscaping.
  7. Acquisition of Property:
    - a. Vacant or improved land.
    - b. Construction required within 12 months of acquisition.
  8. Demolition of existing structures:
    - a. Construction required within 12 months of acquisition.
  9. Funding of initial operating deficit reserve for new construction and rehabilitation projects for initial rent-up period:
    - a. May be used for project operating expenses, scheduled payments to a replacement reserve and debt service for up to 18 months.
  10. Relocation assistance.
  11. Tenant Based Rental Assistance:
    - a. Rental assistance for rental tenants, including HOME-assisted Senior rental developments.
    - b. Assistance with security deposit payments for rental tenants.
    - c. Rental assistance for households who have been identified as a potential low-income homebuyer under a lease-purchase program.

Program Description for HOME Program. **PUBLIC HEARING**

- Congress required additional provisions with the passage of the bill that allocated 2012 HOME Program funds.
- Many of the same proposed changes to the HOME Program Rules, which were shared with the HOME Program Commission and Common Council earlier this year, also apply to the use of our 2012 funds. Staff recently became aware of these additional provisions with a notice from HUD, along with a webinar held on May 23, 2012.
- Specifically, with regard to either new construction or acquisition of existing houses that will be rehabilitated as a new project in 2012, the City will be required to convert those housing units to rental if they are not sold to an eligible homebuyer. This is regardless if the Proposed Rule is adopted this Fall, as previously reported.
- Staff suggests that the HOME Program Commission eliminate "acquisition and rehabilitation of single family homes in targeted neighborhoods" as prioritized use of the City's 2012 allocation and replace priority use of our funds for homeowner rehabilitation.
- The Commission should also discuss the potential to increase the percentage of the City's Second Mortgage Purchase assistance (currently a maximum of 17%) and/or providing closing cost and/or down payment assistance as an additional means to assist in the sale of existing single family homes.

**RECOMMENDATION:**

A recommendation is made to eliminate "Acquisition and Rehabilitation of Foreclosed Single Family Homes in targeted neighborhoods" in the 2012 HOME Program Description and replace it with "Homeowner Rehabilitation" as a priority of our 2012 HOME Program funds.

  
Mike Maki, AICP, Community Development Specialist

  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1HOME PROG/2012/June14/fact-prog descrip.odt

RESOLUTION # \_\_\_\_ -12

By: The Finance Committee

TO AMEND THE 2012 HOME PROGRAM DESCRIPTION

WHEREAS, the City of Kenosha receives an annual grant under the Home Investment Partnership Program of 1991 as amended; and

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires the City to develop a HOME Program description for the use of said funds; and

WHEREAS, the 2012 HOME Program Description outlined the eligible uses for the 2012 allocation; and

WHEREAS, said eligible uses listed the acquisition and rehabilitation of foreclosed single family homes in targeted neighborhoods; and

WHEREAS, HUD has recently instituted changes to the HOME Program which will result in unsold rehabilitated property to be converted to rental property if not sold within six months of project completion; and

WHEREAS, the City wishes to continue to provide a benefit to homeowners through the HOME funding; and

WHEREAS, public hearings were held before the HOME Commission on June 14, 2012, the Finance Committee on August 6, 2012, and the City of Kenosha Common Council on August 6, 2012 to obtain citizen comments on the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, that the 2012 HOME Program Description be amended by eliminating "acquisition and rehabilitation of foreclosed single family homes in targeted neighborhoods" and adding "Rehabilitation of existing owner occupied single family housing".

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

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

Drafted by:  
Department of Community Development & Inspections

/u2/acct/cp/ckays/1CC/2012/Aug6/R-HOME Des Amend-070912.odt

RESOLUTION NO. 135-11

BY: FINANCE COMMITTEE

**RESOLUTION TO APPROVE THE 2012 CONSOLIDATED PLAN - ANNUAL PLAN**

**WHEREAS**, the City of Kenosha receives CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

**WHEREAS**, for the purpose of the CDBG Program, public hearings were held before the CDBG Committee on June 28, 2011; August 22, 2011 and August 23, 2011; the City Plan Commission on July 7, 2011 and October 20, 2011; the Finance Committee on July 18, 2011 and November 7, 2011 and the Common Council on July 18, 2011 and November 7, 2011 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

**WHEREAS**, for the purpose of the HOME Program, public hearings were held before the Finance Committee on November 7, 2011 and the Common Council on November 7, 2011 to consider the 2012 Program Description and obtain citizen comments on housing needs; and

**WHEREAS**, the 2012 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$966,167 and project allocations are based on this amount; and

**WHEREAS**, if the actual 2012 CDBG Entitlement Grant is less than \$966,167, program allocations will be adjusted in proportion to each project allocation; and

**WHEREAS**, if the actual 2012 CDBG Entitlement Grant is more than \$966,167, funds will be used in accordance with the 2012 Fund Allocation Plan approved by the Common Council on July 18, 2011; and

**WHEREAS**, the 2012 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$464,881 and proposed allocations are based on this amount; and

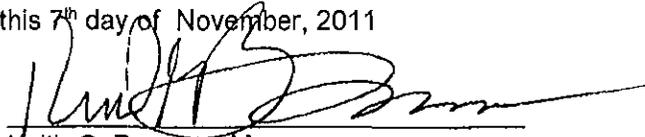
**WHEREAS**, if the actual 2012 HOME Entitlement Grant is more or less than \$464,881, the program allocation will be adjusted in proportion to each activity allocation approved in the 2012 Program Description.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council, that the 2012 Consolidated Plan - Annual Plan is approved; and

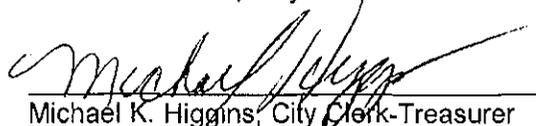
**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Dated this 7<sup>th</sup> day of November, 2011

APPROVE:

  
Keith G. Bosman, Mayor

ATTEST:

  
Michael K. Higgins, City Clerk-Treasurer



Drafted by: Department of City Development

## HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2012 PROGRAM DESCRIPTION

### *Use of Funds*

The City of Kenosha intends to use its 2012 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2012 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### *Program Administration*

The City of Kenosha will use 10% of its 2012 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### *City of Kenosha Eligible HOME Program Activities*

The City of Kenosha may use available 2012 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide

### *Community Housing Development Organizations (CHDO)*

The City of Kenosha is setting aside the minimum required 15% of its 2012 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

### *HOME Program Income*

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated 2012 HOME Program Entitlement and Program Income Funds (2012 funds based on the 2011 allocation):**

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration (2012 Funds)	\$46,488.10	\$0
Eligible Housing Activities (2012 Funds)	\$348,660.75	\$87,165.19
CHDO Set-Aside (2012 Funds)	\$69,732.15	\$17,433.04
<b>TOTAL 2012 HOME FUNDING</b>	<b>\$464,881.00</b>	<b>\$104,598.23</b>

<b>Estimated 2012 HOME Program Income (3 houses @ \$104,000, net proceeds at sale, less 10% Program Administration)</b>	<b>\$280,800</b>
<b>Estimated Program Administration (10%)</b>	<b>\$31,200</b>
<b>TOTAL ESTIMATED 2012 HOME PROGRAM INCOME FUNDING</b>	<b>\$312,000</b>

**Home Sales Policy**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**HOMEBUYER APPLICANT REQUIREMENTS**

**Citizenship**

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**Income**

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

**Ability to Obtain Mortgage Financing**

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for up to 80% of the purchase price of the property offered for sale.

**Down Payment Requirement**

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a down payment assistance grant provided through the Federal Home Loan

Bank or other source of down payment assistance.

***Down Payment Assistance for VA Loan Borrowers***

The City may provide a down payment assistance loan of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down payment assistance loans will be a lien filed on the property and will be forgiven provided the borrower resides at the property for a period of 10 years after purchasing the property.

***Primary Residence and Owner Occupied Single Family Deed Restriction***

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

***Homebuyer Counseling Requirement***

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

***Mortgage Subordinations***

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.
- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on refinancing or equity loans. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office or appraised value, whichever is lower, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

## **HOME PROGRAM ASSISTANCE TO BUYERS**

### **Second Mortgage Purchase Assistance**

HOME funded second mortgage purchase assistance will be provided for up 17% of the purchase price of the home. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next 20 years at an interest rate of 3% annually. *As was also part of the approved 2007-2008 HOME Program amendment, these Purchase Assistance Loans will only be made available if the City has HOME Program Income revenue on hand.*

### **Recapture and Resale Provisions**

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

### **Recapture Option**

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- five (5) years when the per unit of HOME funds is less than \$15,000
- ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

### **Affordability periods for homeownership assistance through the HOME Program are as follows:**

<b>HOME Funds Provided (Per Unit) *</b>	<b>Affordability Period</b>
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for homeownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

**Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the “resale option” include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.
- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a “fair return” on their investment upon sale of the property. “Fair Return” on investment for purposes of the City’s HOME Program includes the homeowner’s initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

**Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<i>HOME Requirement</i>	<i>Recapture Option</i>	<i>Resale Option</i>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer’s Income	N/A	Deed Restriction & HOME Lien
* HOME Lien is a document recorded as a “Rider” with the HOME Program Mortgage securing repayment of the HOME subsidy.		

**Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

**Funding Reduction and Adjustments Based on Actual HUD Allocation**

If the funding level is more or less than the \$464,881 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

***Applicability of this HOME Program Description***

The 2012 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

**Approved by City of Kenosha HOME Program Commission: [September 22, 2011]**

**Approved by Common Council: [November 7, 2011]**

***CITY OF KENOSHA  
HOME SALES POLICY***

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

***Applicant Requirements***

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support homeownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

***FOR FURTHER INFORMATION CONTACT***

Department of City Development  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

***2012 HOME Program Review & Approval Schedule***

<b><i>Date</i></b>	<b><i>Activity</i></b>
By 10/07/11	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/07/11	Finance Committee Review and Consideration of 2012 Annual Plan/Consolidated Plan and 2012 HOME Program Description (Public Hearing)
11/07/11	Common Council Review and Consideration of 2012 Annual Plan/Consolidated Plan and 2012 HOME Program Description

**KEITH G. BOSMAN  
MAYOR**



*CITY OF KENOSHA  
625 - 52nd Street  
Kenosha, Wisconsin 53140  
(262) 653-4000  
Fax (262) 653-4010*

August 1, 2012

The Honorable Common Council  
CITY OF KENOSHA  
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Phyllis M. Gordon, 5204 46<sup>th</sup> Avenue, Kenosha, to the Kenosha Area Tourism Corporation Board of Directors for a term which will expire May 1, 2014. Ms. Gordon filed her Statement of Economic Interest on July 10, 2012.

Ms. Gordon was born in Chicago, Illinois and has been a Kenosha resident since 2005. She is employed by United Airlines at the O'Hare International Airport in Chicago as the Director of the Customer Service Department. She has been with United Airlines since 1994. She is a former travel agent and enjoys international travel. She is a member of the Women of the Moose and enjoys volunteering.

I am confident Ms. Gordon will be an active and hardworking member of the Kenosha Area Tourism Corporation Board.

Sincerely,  
CITY OF KENOSHA

  
Keith G. Bosman  
Mayor

KGB:jd

**KEITH G. BOSMAN  
MAYOR**



*CITY OF KENOSHA  
625 - 52nd Street  
Kenosha, Wisconsin 53140  
(262) 653-4000  
Fax (262) 653-4010*

August 1, 2012

The Honorable Common Council  
CITY OF KENOSHA  
Kenosha, WI 53140

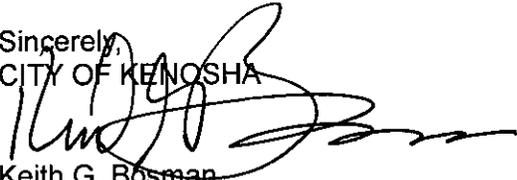
Dear Ladies and Gentlemen:

I hereby appoint Richard A. Smart, 1775 21<sup>st</sup> Avenue, Kenosha, to the Civil Service Commission for a term which will expire May 1, 2014. Mr. Smart filed his Statement of Economic Interest on June 11, 2012.

Mr. Smart has been a Kenosha resident for 37 years. He is a former employee of American Brass and Powerbrace. He is currently employed as Administrator of the Kenosha Moose Lodge #286 and has been there for the past eight years. He is a Living History Civil War educator and re-enactor. He looks forward to serving on the Civil Service Commission.

I am confident Mr. Smart will be an active and hardworking member of the Civil Service Commission.

Sincerely,  
CITY OF KENOSHA

  
Keith G. Bosman  
Mayor

KGB:jd



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

July 30, 2012

To: Eric J. Haugaard, Chairman, Public Works Committee  
 Patrick Juliana, Chairman, Stormwater Utility Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 12-1013 CDBG Resurfacing  
 Location: Base Bid – 67<sup>th</sup> Street - 22<sup>nd</sup> Avenue to 18<sup>th</sup> Avenue, 65<sup>th</sup> Street - 24<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue, 57<sup>th</sup> Street - 23<sup>rd</sup> Avenue to 22<sup>nd</sup> Avenue  
 Alternate 1 (67<sup>th</sup> Street - 27<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue)  
 Alternate 2 (68<sup>th</sup> Street - 24<sup>th</sup> Avenue to 22<sup>nd</sup> Avenue)

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$700,000. Budget amount is \$736,500 for resurfacing and \$1,020,00 for all storm sewer projects.

This project consists of full depth saw cutting, removing and replacing concrete curb and gutter, sidewalk and driveway approaches, replacing inlet barrels, asphalt milling, installing curb ramp detectable warning fields, traffic control and landscaping.

Cicchini Asphalt, LLC, Kenosha, Wisconsin				
Funding from CDBG Funding				
	Base Bid	Alternate 1	Alternate 2	Subtotal
Resurfacing	\$294,856.24	\$241,978.22	\$60,887.10	\$597,721.56
Storm Sewer	\$92,480.00			\$92,480.00
			<b>Total</b>	<b>\$690,201.56</b>
Funding from Stormwater Utility Budget				
		Alternate 1	Alternate 2	Subtotal
Storm Sewer		\$43,915.00	\$15,298.00	\$59,213.00

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin, for a total award amount of \$801,634.30.

The award is broken down as follows: \$597,721.56 for all resurfacing, \$92,480 for storm sewer portion of the base bid plus \$46,298.44 in contingency (if needed) for a total of \$736,500, funding is from CIP Line Item IN-93-002/CDBG; \$59,213 for alternate 1 and 2 storm sewer plus \$5,921.30 in contingency (if needed) for a total of \$65,134.30, funding is from CIP Line Item SW-95-001.

SAB/kjb



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

August 1, 2012

To: Eric J. Haugaard, Chairman,  
 Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 12-1014 Concrete Street Repairs

Location: Citywide

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$247,000.00. Budget amount is \$250,000.00.

This project consists of full depth saw cutting, removing and replacing concrete pavement, curb and gutter, excavation, traffic control, and landscaping restoration.

**Following is the list of bidders:**

	Bid Total
Zignego Company, Waukesha, WI	\$223,026.00
Cornerstone Pavers, Racine, WI	\$247,419.15
Lalonde Contractors, Milwaukee, WI	\$281,694.81
A.W. Oakes & Son, Racine, WI	\$289,349.00
Marvin Gleason Contractors, Franksville, WI	\$354,845.30

It is recommended that this contract be awarded to Zignego Company, Waukesha, Wisconsin, for the base bid amount of \$223,026.00 plus \$26,974.00 in contingency for unforeseen conditions (if needed), for total award amount of \$250,000.00. Funding is from CIP Line Item IN-10-003.

SAB/kjb



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
 Superintendent  
**Parks Division**  
 Jeff Warnock  
 Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

August 2, 2012

To: Eric J. Hugaard, Chairman,  
 Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 12-2032 Underground Storage Tank Area Interim Action at Kenosha  
 Engine Plant (Disposal Only)

Location: 5555 30<sup>th</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$152,000.00. Budget amount is \$435,000.00.

This project consists of disposal of raising of Building 62 including foundation and disposal of excavated material for removal of petroleum-contaminated soils.

**Following is the list of bidders:**

	Bid Total
Republic Services Inc., Racine, WI	\$142,500.00
Waste Management, Bristol, WI	\$180,500.00

It is recommended that this contract be awarded to Republic Services, Racine, Wisconsin, for the base bid amount of \$142,500.00 plus \$14,500.00 in contingency for unforeseen conditions (if needed), for total award amount of \$157,000.00. Funding is from CIP Line Item OT-10-003/LUST.

SAB/kjb



**Engineering Division**  
 Shelly Billingsley, P.E.  
 Director/City Engineer  
**Fleet Maintenance**  
 Mauro Lenci  
 Superintendent

**Street Division**  
 John H. Prijic  
 Superintendent  
**Waste Division**  
 Rocky Bednar  
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**Parks Division**  
 Jeff Warnock  
 Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
 Telephone (262) 653-4050 · Fax (262) 653-4056

August 2, 2012

To: Eric J. Haugaard, Chairman,  
 Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Engineering /City Engineer

Subject: Project: 12-2032 Underground Storage Tank Area Interim Action at Kenosha  
 Engine Plant  
 Location: 5500 30<sup>th</sup> Avenue

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$283,000.00. Budget amount is \$435,000.00.

This project consists of removing the concrete pavement with reuse/recycle of pavement off site, raze and dispose of Building 62 including the foundation, closing and removing five underground storage tanks and two above ground storage tanks, remedial excavation to remove and dispose of petroleum-contaminated soils, including backfilling, and capping the backfilled excavation area with an asphalt pavement of three-inch thickness.

**Following is the list of bidders:**

	Bid Total
Veit & Company, New Berlin, WI	\$234,444.00
Reesman's Excavating, Burlington, WI	\$246,420.00
A.W. Oakes & Son, Racine, WI	\$264,000.00
R W Collins, Chicago, IL	\$309,445.00

It is recommended that this contract be awarded to Veit & Company, New Berlin, Wisconsin, for the base bid amount of \$234,444.00 plus \$23,556.00 in contingency for unforeseen conditions (if needed), for total award amount of \$258,000.00. Funding is from CIP Line Item OT-10-003/LUST.

SAB/kjb

# Kenosha Regional Airport Lease Summary

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**9910 Properties LLC  
9910 - 52nd Street**

- 1.) **TERM:** 25 years; September 1, 2012 through and including August 31, 2037
- 2.) **RATE:**

Annual Fee	\$.18 = \$6,542.20
Biannual Payments	\$.18 = \$3,271.10
Ramp Fee 13,558 sq. ft	\$.04 = \$542.34
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 9910 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 36,345 sq. ft./Building constructed 1996
- 6.) **HANGAR DIMENSIONS:** 120' x 120'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Hangar purchased from Kenosha Jet Center August 2012.

**LEASE**

**Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**And**

**9910 PROPERTIES LLC  
A Wisconsin Limited Liability Company  
9910 52<sup>nd</sup> 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 **9910 PROPERTIES LLC**, a Wisconsin limited liability company, 9910 52<sup>nd</sup> 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** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 9910 52<sup>nd</sup> Street consisting of one (1) building, approximately one hundred twenty (120') feet by one hundred twenty (120') 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** Thirty Six Thousand Three Hundred Forty Five and Six Tenths (36,345.6) square feet of land located at 9910 52<sup>nd</sup> Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 9910 LEASE

DESCRIPTION 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 September 1, 2012, through and including August 31, 2037, 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 AND FEES**

**3.1 RENT.** Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Six Thousand Five Hundred Forty Two Dollars and Twenty Cents (\$6,542.20) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Three Thousand Two Hundred Seventy One Dollars and Ten Cents (\$3,271.10) 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 AIRCRAFT PARKING RAMP FEE.** Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** an aircraft parking ramp fee, hereinafter referred to as the "**RAMP FEE**" in the annual sum of Five Hundred Forty Two Dollars and Thirty Four Cents (\$542.34) based upon

a charge of Four Cents (\$0.04) per square for the Thirteen Thousand Five Hundred Fifty Eight and Five Tenths (13,558.5) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as **RAMP PARKING PERMIT AREA**. The **RAMP FEE** shall be payable in equal semiannual installments of Two Hundred Seventy One Dollars and Seventeen Cents (\$271.17) on or before January 1 and July 1 of each year during the **TERM** of this Lease.

**3.3 LATE PAYMENTS.** Late payment of the rent or **RAMP FEE** 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.

**3.4 RENT AND FEE ADJUSTMENT.** The rent and **RAMP FEE** may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and **RAMP FEE** 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** as a Common Hangar Storage Operator 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 also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the **LESSEE** and its tenants. Airframe and power plant repairs of aircraft owned by the **LESSEE** are to be performed by the **LESSEE** or a person who is regularly employed by the **LESSEE**, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the **LESSEE** are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

**5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

**5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 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** and its tenants.

**5.8 RAMP PERMIT AREA.** Subject to the terms of this Lease, the **LESSEE** shall have the use of the **RAMP PARKING PERMIT AREA**. The **LESSEE** on behalf of the **CITY** shall have the right and authority to administer the common use of the **RAMP PARKING PERMIT AREA** and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the **RAMP PARKING PERMIT AREA**. The **LESSEE'S** use of the **RAMP PARKING PERMIT AREA** and any approved written rules and regulations promulgated by the **LESSEE** regarding the common use of the **RAMP PARKING PERMIT AREA** shall be subject to the following:

A. All of the terms and conditions of this Lease except as otherwise provided in this Article 5.8.

B. The **LESSEE** shall keep the **RAMP PARKING PERMIT AREA** free and clear of dirt, stones, debris, tools, obstructions and personal property.

C. The **LESSEE** shall immediately notify the Airport Director of any damage to the **RAMP PARKING PERMIT AREA** or any dangerous or unnatural condition affecting the **RAMP PARKING PERMIT AREA**. The **LESSEE** shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the **RAMP PARKING PERMIT AREA**.

D. The **LESSEE** shall administer the use of the **RAMP PARKING PERMIT AREA** in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.

E. The **LESSEE** shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.

F. The **LESSEE** shall require its officers, employees and agents responsible for administering the use of the **RAMP PARKING PERMIT AREA** to wear or carry such identification as may be required by the Airport Director.

G. The **LESSEE** shall comply with all lawful directives of the Airport Director.

H. The **LESSEE'S** failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subjecting the **LESSEE'S** use of the **RAMP PARKING PERMIT AREA** and any common use of the **RAMP PARKING PERMIT AREA** authorized by the **LESSEE** to termination pursuant to Article 27 of this Lease.

I. The **CITY** shall maintain and repair pavement markings.

J. The **CITY** shall be responsible for plowing and removing snow from the **RAMP PARKING PERMIT AREA** in accordance with its standard practices of the Airport, but

the priority for plowing and removing snow from the **RAMP PARKING PERMIT AREA** shall be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

#### **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**

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, 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** or its tenants 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** or its tenants 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** or its tenants 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. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. 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, the policy and the additional insured endorsement. 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:
  - 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. Automobile Liability  
\$1,000,000.00 Single Limit each accident having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. 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. Notwithstanding the foregoing, the **LESSEE** may not assign or sublease the **RAMP PARKING PERMIT AREA** separately from an approved assignment or sublease of this entire Lease. 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 observe the terms and conditions of Article 5.8 regarding the **RAMP PARKING PERMIT AREA** shall at the option of the **CITY** subject the **LESSEE's** use of the **RAMP PARKING PERMIT AREA** and any common use thereof authorized by the **LESSEE** or this entire Lease to termination. 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 the use of the **RAMP PARKING PERMIT AREA** or 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 the use of the **RAMP PARKING PERMIT AREA** or 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 IS 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**:

Alan S. Kubicka, Managing Member  
9910 Properties LLC  
525 Elm Street  
Winnetka, IL 60093

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 \_\_\_\_\_, 2012, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2012. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by August 31, 2012, between 9910 PROPERTIES LLC, and KENOSHA JET CENTER, INC., the payment to the **CITY** of all sums due and owing under the existing Lease by KENOSHA JET CENTER, INC., and the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease of KENOSHA JET CENTER, INC. for the **PREMISES**.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9910 PROPERTIES LLC have timely taken place.

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 \_\_\_\_\_, 2012, **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: \_\_\_\_\_

**9910 PROPERTIES LLC**  
**a Wisconsin limited liability company**

BY: \_\_\_\_\_  
ALAN S. KUBICKA, Managing Member

Date: \_\_\_\_\_

STATE OF ILLINOIS)  
  : SS.  
COUNTY OF                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **ALAN KUBICKA**, to me known to be Managing Member of **9910 PROPERTIES LLC** and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, IL  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

EXHIBIT "A"

**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE

**RAMP PARKING PERMIT AREA DESCRIPTION**

**DESCRIPTION:** A parcel of land located in the NW 1/4 of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

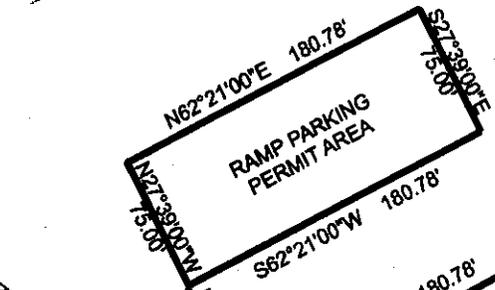
Commencing at the Northwest corner of said Section 32; thence S 02°-44'-36" E, along the west line of said NW 1/4, 1,427.04 feet; thence N 62°-21'-00" E, 1,388.90 feet; thence N 27°-39'-00" W, 75.00 feet to the point of beginning; thence continuing N 27°-39'-00" W, 75.00 feet; thence N 62°-21'-00" E, 180.78 feet; thence S 27°-39'-00" E, 75.00 feet; thence S 62°-21'-00" W, 180.78 feet to the point of beginning.

Parcel contains 13,558.5 square feet, more or less.

NW CORNER  
SECTION 32  
T2N, R22E

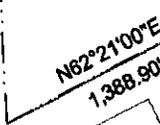
WEST APRON

S02°44'36"E 1,427.04'

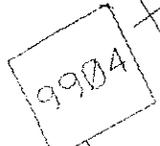


P.O.B.

P.O.B.



HANGAR  
NO. 9910



RUTH HARMON DRIVE

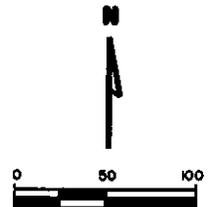
ARC 45.30'  
RAD. 75.00'  
DELTA: 34°36'27" LEFT  
DEG. CURV: 76°23'40"

CHORD: 44.62'  
CHORD DIRECTION:  
S45°02'47"W

S27°44'33"W, 47.57'

S21°31'59"W, 30.89'

S25°18'06"W, 31.70'



**HANGAR LEASE DESCRIPTION**

**DESCRIPTION:** A parcel of land located in the NW1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 32; thence S 02°-44'-36" E, along the west line of said section, 1,427.04 feet; thence N 62°-21'-00" E, 1,388.90 feet to the point of beginning; thence N 62°-21'-00" E, 180.78 feet; thence S 27°-39'-00" E, 177.78 feet; thence S 62°-21'-00" W, 50.20 feet to a point of curve; thence southwesterly 45.30 feet along the arc of said curve, concave southwest, said curve having a central angle of 34°-36'-27", a radius of 75.00 feet and a chord which bears S 45°-02'-47" W 44.62 feet; thence S 27°-44'-33" W 47.57 feet; thence S 21°-31'-59" W 30.89 feet; thence S 25°-18'-08" W 31.70 feet; thence N 27°-39'-00" W 257.58 feet to the point of beginning.

Parcel contains 36,345.6 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  
Hangar No. 9910

8/13/2012  
Sheet 1 of 1  
Job No. 11081-00-05001  
9910.dgn

## Kenosha Regional Airport Lease Summary

---

**9910 Properties LLC  
9906 - 52nd Street**

- 1.) **TERM:** 25 years; September 1, 2012 through and including August 31, 2037
  
- 2.) **RATE:** Annual Fee \$.18 = \$3,200.04  
Biannual Payments \$.18 = \$1,600.02  
Ramp Fee 7,500 sq. ft \$.04 = \$300.00
  
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
  
- 4.) **LOCATION ON AIRPORT:** 9906 - 52nd St.
  
- 5.) **PROPERTY DESCRIPTION:** 17,778 sq. ft./Building constructed 2005
  
- 6.) **HANGAR DIMENSIONS:** 80' x 100'
  
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
  
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
  
- 9.) **NOTE:** Hangar purchased from Kenosha Jet Center August 2012.

**LEASE**

**Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**And**

**9910 PROPERTIES LLC  
A Wisconsin Limited Liability Company  
9906 52<sup>nd</sup> 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 **9910 PROPERTIES LLC**, a Wisconsin limited liability company, 9906 52<sup>nd</sup> 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** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 9906 52<sup>nd</sup> Street consisting of one (1) building, approximately eighty (80') feet by one hundred (100') 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** Seventeen Thousand Seven Hundred Seventy Eight (17,778) square feet of land located at 9906 52<sup>nd</sup> Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 9906 LEASE

DESCRIPTION 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 September 1, 2012, through and including August 31, 2037, 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 AND FEES**

**3.1 RENT.** Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Three Thousand Two Hundred Dollars and Four Cents (\$3,200.04) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Six Hundred Dollars and Two Cents (\$1,600.02) 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 AIRCRAFT PARKING RAMP FEE.** Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** an aircraft parking ramp fee, hereinafter referred to as the "**RAMP FEE**" in the annual sum of Three Hundred Dollars (\$300.00) based upon a charge of Four Cents (\$0.04)

per square for the Seven Thousand Five Hundred (7,500) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as **RAMP PARKING PERMIT AREA**. The **RAMP FEE** shall be payable in equal semiannual installments of One Hundred Fifty Dollars (\$150.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease.

**3.3 LATE PAYMENTS.** Late payment of the rent or **RAMP FEE** 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.

**3.4 RENT AND FEE ADJUSTMENT.** The rent and **RAMP FEE** may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and **RAMP FEE** 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** as a Common

Hangar Storage Operator 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 also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the **LESSEE** and its tenants. Airframe and power plant repairs of aircraft owned by the **LESSEE** are to be performed by the **LESSEE** or a person who is regularly employed by the **LESSEE**, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the **LESSEE** are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

**5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

**5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 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** and its tenants.

**5.8 RAMP PERMIT AREA.** Subject to the terms of this Lease, the **LESSEE** shall have the use of the **RAMP PARKING PERMIT AREA**. The **LESSEE** on behalf of the **CITY** shall have the right and authority to administer the common use of the **RAMP PARKING PERMIT AREA** and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the **RAMP PARKING PERMIT AREA**. The **LESSEE'S** use of the **RAMP PARKING PERMIT AREA** and any approved written rules and regulations promulgated by the **LESSEE** regarding the common use of the **RAMP PARKING PERMIT AREA** shall be subject to the following:

- A.** All of the terms and conditions of this Lease except as otherwise provided in this Article 5.8.
- B.** The **LESSEE** shall keep the **RAMP PARKING PERMIT AREA** free and

clear of dirt, stones, debris, tools, obstructions and personal property.

C. The **LESSEE** shall immediately notify the Airport Director of any damage to the **RAMP PARKING PERMIT AREA** or any dangerous or unnatural condition affecting the **RAMP PARKING PERMIT AREA**. The **LESSEE** shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the **RAMP PARKING PERMIT AREA**.

D. The **LESSEE** shall administer the use of the **RAMP PARKING PERMIT AREA** in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.

E. The **LESSEE** shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.

F. The **LESSEE** shall require its officers, employees and agents responsible for administering the use of the **RAMP PARKING PERMIT AREA** to wear or carry such identification as may be required by the Airport Director.

G. The **LESSEE** shall comply with all lawful directives of the Airport Director.

H. The **LESSEE'S** failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subjecting the **LESSEE'S** use of the **RAMP PARKING PERMIT AREA** and any common use of the **RAMP PARKING PERMIT AREA** authorized by the **LESSEE** to termination pursuant to Article 27 of this Lease.

I. The **CITY** shall maintain and repair pavement markings.

J. The **CITY** shall be responsible for plowing and removing snow from the **RAMP PARKING PERMIT AREA** in accordance with its standard practices of the Airport, but the priority for plowing and removing snow from the **RAMP PARKING PERMIT AREA** shall

be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

#### **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**

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, 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** or its tenants 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** or its tenants 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** or its tenants 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. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. 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, the policy and the additional insured endorsement. 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:
  - 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. Automobile Liability  
\$1,000,000.00 Single Limit each accident having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. 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. Notwithstanding the foregoing, the **LESSEE** may not assign or sublease the **RAMP PARKING PERMIT AREA** separately from an approved assignment or sublease of this entire Lease. 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 observe the terms and conditions of Article 5.8 regarding the **RAMP PARKING PERMIT AREA** shall at the option of the **CITY** subject the **LESSEE's** use of the **RAMP PARKING PERMIT AREA** and any common use thereof authorized by the **LESSEE** or this entire Lease to termination. 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 the use of the **RAMP PARKING PERMIT AREA** or 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 the use of the **RAMP PARKING PERMIT AREA** or 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 IS 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**:

Alan S. Kubicka, Managing Member  
9910 Properties LLC  
525 Elm Street  
Winnetka, IL 60093

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 \_\_\_\_\_, 2012, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2012. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by August 31, 2012, between 9910 PROPERTIES LLC, and KENOSHA JET CENTER, INC., the payment to the **CITY** of all sums due and owing under the existing Lease by KENOSHA JET CENTER, INC., and the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease of KENOSHA JET CENTER, INC. for the **PREMISES**.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9910 PROPERTIES LLC have timely taken place.





EXHIBIT "A"

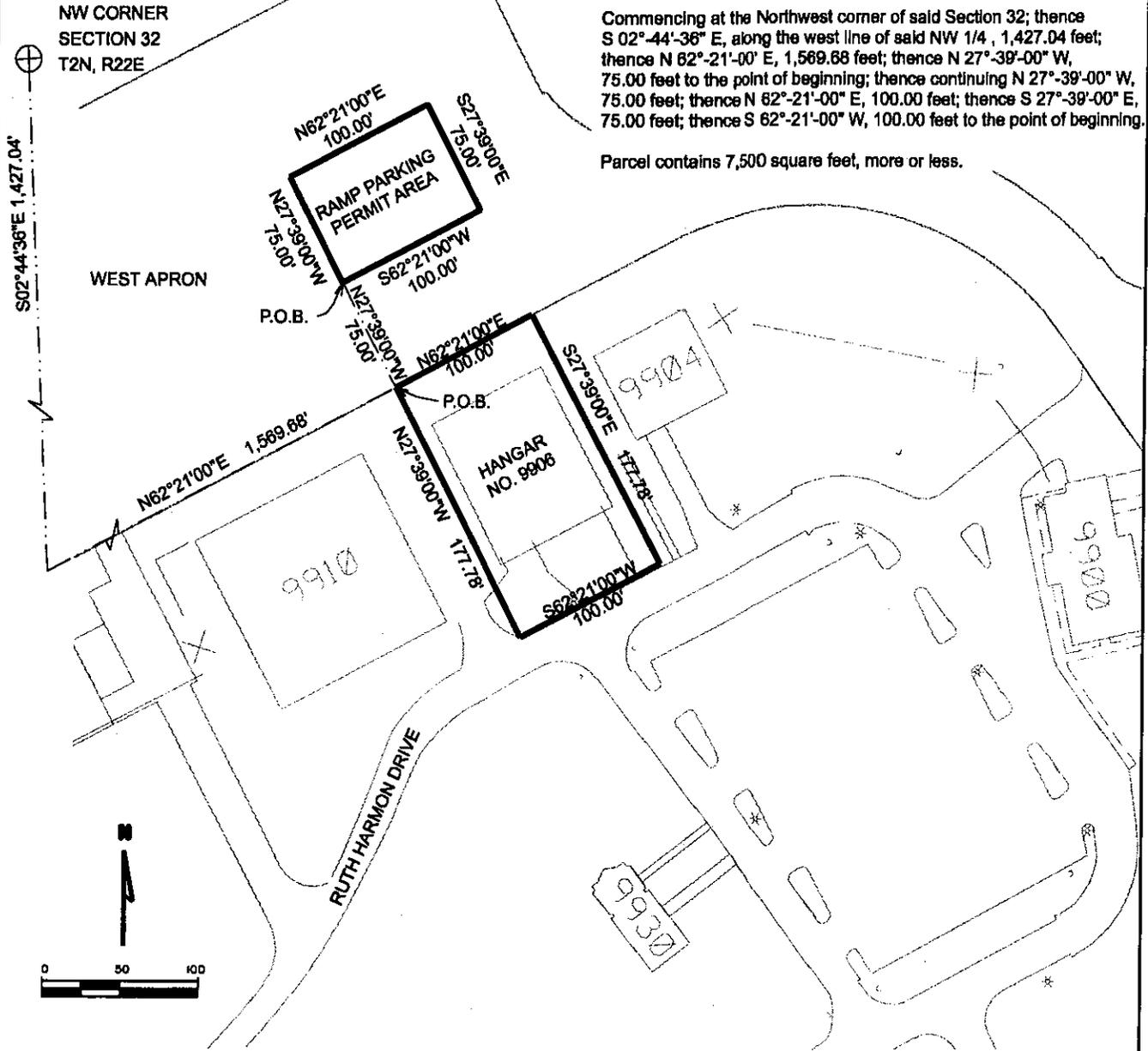
**NOTE:**  
DESCRIPTION WRITTEN FROM EXISTING MAPPING  
NO FIELD VERIFICATION HAS BEEN DONE

**RAMP PARKING PERMIT AREA DESCRIPTION**

**DESCRIPTION:** A parcel of land located in the NW 1/4 of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 32; thence S 02°-44'-36" E, along the west line of said NW 1/4, 1,427.04 feet; thence N 62°-21'-00" E, 1,569.68 feet; thence N 27°-39'-00" W, 75.00 feet to the point of beginning; thence continuing N 27°-39'-00" W, 75.00 feet; thence N 62°-21'-00" E, 100.00 feet; thence S 27°-39'-00" E, 75.00 feet; thence S 62°-21'-00" W, 100.00 feet to the point of beginning.

Parcel contains 7,500 square feet, more or less.



**HANGAR LEASE DESCRIPTION**

**DESCRIPTION:** A parcel of land located in the NW1/4 of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 32; thence S 02°-44'-36" E, along the west line of said section, 1,427.04 feet; thence N 62°-21'-00" E, 1,569.68 feet to the point of beginning; thence N 62°-21'-00" E, 100.00 feet; thence S 27°-39'-00" E, 177.78 feet; thence S 62°-21'-00" W, 100.00 feet; thence N 27°-39'-00" W 177.78 feet to the point of beginning.

Parcel contains 17,778 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  
Hangar No. 9906

8/13/2012  
Sheet 1 of 1  
Job No. 11081-00-05001  
9906.dgn

## Kenosha Regional Airport Lease Summary

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**Danalan, LLC**  
**9962 - 52nd Street**

- 1.) **TERM:** 30 years; September 1, 2012 through and including August 31, 2042
  
- 2.) **RATE:**

Annual Fee	\$.18 = \$14,899.50
Biannual Payments	\$.18 = \$7,449.75
Ramp Fee 22,500 sq. ft	\$.04 = \$900.00
2 Fuel Tanks-Fee, \$2,000.00 per tank per year = \$4,000.00	
Fuel Flowage Fees = \$.09 per gallon	
  
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
  
- 4.) **LOCATION ON AIRPORT:** 9962 - 52nd St.
  
- 5.) **PROPERTY DESCRIPTION:** 82,775 sq. ft./Building constructed 2000
  
- 6.) **HANGAR DIMENSIONS:** 240' x 120'
  
- 7.) **USE OF HANGAR:** Fixed Based Operator
  
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
  
- 9.) **NOTE:** Hangar purchased from Zeno Air Inc. August 2012.

**LEASE**

**Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

**And**

**DANALAN, LLC  
A Delaware Limited Liability Company  
9962 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 **DANALAN, LLC**, a Delaware limited liability company, 9962 52<sup>nd</sup> 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** desires to enter into this Lease to use land at the Airport for an existing airport hangar complex located at 9962 52nd Street consisting of one (1) building, approximately two hundred forty (240') feet by one hundred twenty (120') 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** Eighty Two Thousand Seven Hundred Seventy Five (82,775) square feet of land located at 9962 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 9962

LEASE DESCRIPTION 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 September 1, 2012 through and including August 31, 2042, 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 AND FEES**

**3.1 RENT.** Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Fourteen Thousand Eight Hundred Ninety Nine Dollars and Fifty Cents (\$14,899.50) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Seven Thousand Four Hundred Forty Nine Dollars and Seventy Five Cents (\$7,449.75) 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 AIRCRAFT PARKING RAMP FEE.** Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** an aircraft parking ramp fee, hereinafter referred to as the "**RAMP FEE**" in the annual sum of Nine Hundred Dollars (\$900.00) based upon a charge of Four Cents (\$0.04)

per square for the Twenty Two Thousand Five Hundred (22,500) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as **HANGAR 9962 RAMP USE PERMIT AREA**. The **RAMP FEE** shall be payable in equal semiannual installments of Four Hundred Fifty Dollars (\$450.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease.

**3.3 FUEL FARM FACILITY FEE.** Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** a fuel farm facility fee , hereinafter referred to as the "**TANK FEE**" in the annual sum of Two Thousand Dollars (\$2,000.00) per tank. The **TANK FEE** shall be payable in equal quarterly installments on or before January 1, April 1, July 1 and September 1 of each year during the **TERM** of this Lease.

**3.4 FUEL FLOWAGE FEE.** Subject to Article 3.6, the **LESSEE** agrees to pay the **CITY** a fuel flowage fee, hereinafter referred to as the "**FUEL FEE**" in the sum of Nine Cents (\$0.09) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "**FUEL**" delivered to the Airport for **LESSEE'S** use. At the time of **FUEL** delivery, the **LESSEE** shall provide the Airport Director a copy of the **FUEL** delivery invoice from the **FUEL** supplier showing the date of delivery, type of **FUEL** and number of gallons. The **LESSEE** shall pay the **FUEL FEE** to the **CITY** within thirty (30) days of being invoiced by the **CITY**.

**3.5 LATE PAYMENTS.** Late payment of the rent, **RAMP FEE**, **TANK FEE**, or **FUEL FEE** shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half ( 1 1/2%) per month, until paid in full.

**3.6 RENT AND FEE ADJUSTMENT.** The rent, **RAMP FEE**, **TANK FEE** and **FUEL FEE** may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee

adjustments shall not be inconsistent with other 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** as a Fixed Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

**5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The **LESSEE** agrees that all aircraft used in conjunction with the **PREMISES** shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the **CITY** may promulgate.

**5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 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 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.

**5.6 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**.

**5.7 RAMP USE PERMIT AREA.** Subject to the terms of this Lease, the **LESSEE** shall have the use of the **HANGAR 9962 RAMP USE PERMIT AREA**. The **LESSEE** on behalf of the **CITY** shall have the right and authority to administer the common use of the **HANGAR 9962 RAMP USE PERMIT AREA** and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the **HANGAR 9962 RAMP USE PERMIT AREA**. The **LESSEE'S** use of the **HANGAR 9962 RAMP USE PERMIT AREA** and any approved written rules and regulations promulgated by

the **LESSEE** regarding the common use of the **HANGAR 9962 RAMP USE PERMIT AREA** shall be subject to the following:

A. All of the terms and conditions of this Lease except as otherwise provided in this Article 5.7.

B. The **LESSEE** shall keep the **HANGAR 9962 RAMP USE PERMIT AREA** free and clear of dirt, stones, debris, tools, obstructions and personal property.

C. The **LESSEE** shall immediately notify the Airport Director of any damage to the **HANGAR 9962 RAMP USE PERMIT AREA** or any dangerous or unnatural condition affecting the **HANGAR 9962 RAMP USE PERMIT AREA**. The **LESSEE** shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the **HANGAR 9962 RAMP USE PERMIT AREA**.

D. The **LESSEE** shall administer the use of the **HANGAR 9962 RAMP USE PERMIT AREA** in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.

E. The **LESSEE** shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.

F. The **LESSEE** shall require its officers, employees and agents responsible for administering the use of the **HANGAR 9962 RAMP USE PERMIT AREA** to wear or carry such identification as may be required by the Airport Director.

G. The **LESSEE** shall comply with all lawful directives of the Airport Director.

H. The **LESSEE'S** failure to observe the provisions of this Article 5.7 shall be considered a material breach of this Lease thereby subjecting the **LESSEE'S** use of the **HANGAR**

**9962 RAMP USE PERMIT AREA** and any common use of the **HANGAR 9962 RAMP USE PERMIT AREA** authorized by the **LESSEE** to termination pursuant to Article 27 of this Lease.

**I.** The **CITY** shall maintain and repair pavement markings.

**J.** The **CITY** shall be responsible for plowing and removing snow from the **HANGAR 9962 RAMP USE PERMIT AREA** in accordance with its standard practices of the Airport, but the priority for plowing and removing snow from the **HANGAR 9962 RAMP USE PERMIT AREA** shall be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

**5.8 FUEL FARM FACILITY.** The **LESSEE'S** use of the Airport fuel farm is subject to the following flowage standards:

**A.** The **LESSEE**, pursuant to accepted industry standards and methods, shall verify the proper grade of all **FUEL** delivered, ensure that all compartments and valves are sealed, check color and specifications of all **FUEL** and check truck sump for **FUEL** contamination.

**B.** Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.

**C.** Filter all turbine **FUEL** before placing in storage tanks.

**D.** Remove **FUEL** through an industry approved filtration system.

**E.** Equip filters with differential pressure measuring equipment.

**F.** Color code, placard and identify all equipment, mobile and otherwise in accordance with industry accepted standards.

**G.** Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.

**H.** Make a mechanical or chemical check for turbine **FUEL**.

I. Make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and replace filtration equipment as required.

J. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

K. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the **CITY** as a part of the certification requirements imposed upon the **CITY** by applicable Federal Aviation Administration Regulations.

L. The **LESSEE'S** failure to observe the provisions of this article 5.8 shall be considered a material breach of this Lease thereby subject the **LESSEE'S** use of the fuel farm facility to termination pursuant to Article 27 of this Lease.

#### **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 - USE**

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**

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, 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. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. 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, the policy and the additional insured endorsement. 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 Each Occurrence and \$1,000,000 per passenger seat having the following coverages:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- B. Automobile Liability  
\$1,000,000 Single Limit each accident for death and bodily injury and \$500,000 single limit each accident for property damage having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability  
\$100,000 Each Accident  
\$100,000 Disease, Each Employee  
\$500,000 Disease, Policy Limit
  
- D. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the **PREMISES** or the **HANGAR 9962 RAMP USE PERMIT AREA** \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

## **ARTICLE 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**

The **LESSEE** may sublease all or a portion of this Lease to AVP/Kenosha Aviation, LLC, a Wisconsin limited liability company for the purpose of operating the **PREMISES** as a Fixed Base Operator pursuant to Article 5.1 of this Lease. The **LESSEE** shall provide a copy of the sublease with AVP/Kenosha Aviation, LLC to the Airport Commission and the **CITY**. Notwithstanding the foregoing, the **LESSEE** may not assign or sublease the **HANGAR 9962 RAMP USE PERMIT AREA** separately from an approved assignment or sublease of this entire Lease. 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 provide the Airport Director **FUEL** delivery invoices pursuant to Article 3.4, or to pay the **TANK FEE** or **FUEL FEE** pursuant to Articles 3.3 and 3.4 shall at the option of the **CITY** subject the **LESSEE'S** fueling privileges or this entire Lease to termination. Failure on the part of the **LESSEE** to observe the terms and conditions of Article 5.7 regarding the **HANGAR 9962 RAMP USE PERMIT AREA** shall at the option of the **CITY** subject the **LESSEE'S** use of the **HANGAR 9962 RAMP USE PERMIT AREA** and any common use thereof authorized by the **LESSEE** or this entire Lease to termination. Failure on the part of the **LESSEE** to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of fueling privileges, use of the **HANGAR 9962 RAMP USE PERMIT AREA** or 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 fueling privileges, use of the **HANGAR 9962 RAMP USE PERMIT AREA** or 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**:

Alan S. Kubicka, Manager  
Danalan, LLC  
525 Elm Street  
Winnetka, Illinois 60093

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 \_\_\_\_\_, 2012, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2012. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by August 31, 2012, between DANALAN, LLC and ZENO AIR, INC. the payment to the **CITY** of all sums due and owing under the existing Lease by ZENO AIR, INC., and the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease of ZENO AIR INC. for the **PREMISES**.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Delaware limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of DANALAN, LLC have timely taken place.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

**CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation**

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS  
City Clerk/Treasurer  
Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **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: \_\_\_\_\_

**DANALAN, LLC**  
**a Delaware limited liability company**

BY: \_\_\_\_\_  
ALAN S. KUBICKA, Manager

Date: \_\_\_\_\_

STATE OF ILLINOIS)  
  :SS.  
COUNTY OF                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, **ALAN S. KUBICKA**, to me known to be the **Manager of DANALAN, LLC**, and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, IL.  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# EXHIBIT "A"

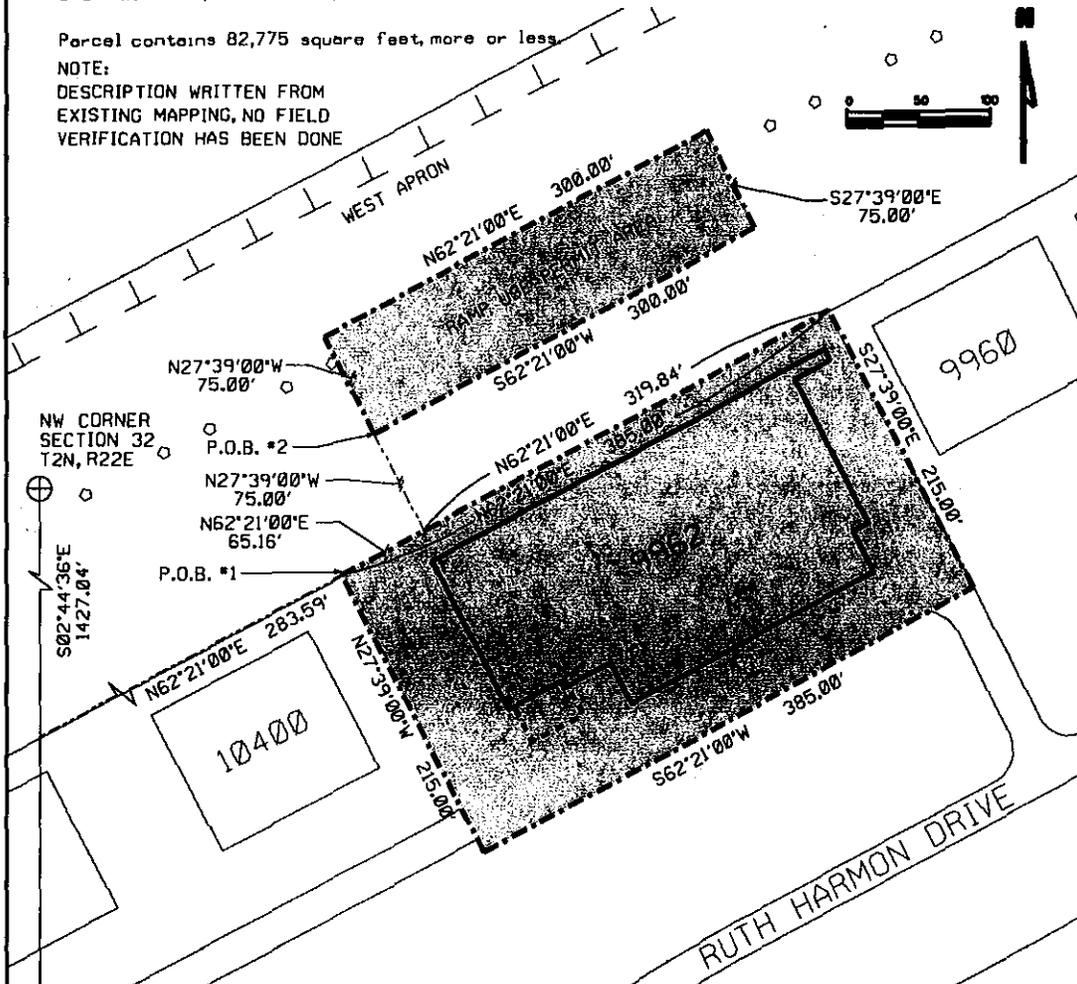
## HANGAR 9962 LEASE DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ -NW $\frac{1}{4}$  of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 32; thence S 02°-44'-36" E, along the west line of said NW $\frac{1}{4}$ , 1,427.04 feet; thence N 62°-21'-00" E, 283.59 feet to the point of beginning; thence continuing N 62°-21'-00" E, 385.00 feet; thence S 27°-39'-00" E, 215.00 feet; thence S 62°-21'-00" W, 385.00 feet; thence N 27°-39'-00" W, 215.00 feet to the point of beginning.

Parcel contains 82,775 square feet, more or less.

NOTE:  
DESCRIPTION WRITTEN FROM  
EXISTING MAPPING, NO FIELD  
VERIFICATION HAS BEEN DONE



## HANGAR 9962 RAMP USE PERMIT AREA DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ -NW $\frac{1}{4}$  of Section 32, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 32; thence S 02°-44'-36" E, along the west line of said NW $\frac{1}{4}$ , 1,427.04 feet; thence N 62°-21'-00" E, 348.75 feet; thence N 27°-39'-00" W, 75.00 feet to the point of beginning; thence continuing N 27°-39'-00" W, 75.00 feet; thence N 62°-21'-00" E, 300.00 feet; thence S 27°-39'-00" E, 75.00 feet; thence S 62°-21'-00" W, 300.00 feet to the point of beginning.

Parcel contains 22,500 square feet, more or less.



Mead & Hunt, Inc.  
6501 Watts Road, Suite 101  
Madison, Wisconsin 53719-2700  
Phone: 608 273 6380  
Fax: 608 273 6391

## KENOSHA REGIONAL AIRPORT HANGAR 9962 LEASE DESCRIPTION

Revised 20 July 2012  
Revised 18 January 2000  
Revised 28 September 1999  
Revised 20 August 1999

Dwg. No. N9105S-S18  
Sheet 1 of 1  
Job No. K81-96A

9962.dgn



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

July 27, 2012

To: Eric Haugaard, Chairman  
Public Works Committee

From: Michael M. Lemens, P.E.  
Director of Public Works

Subject: *Approval of request for Conveyance of Rights in Land by American Transmission Company LLC  
Former City Landfill Site on CTH ML*

### BACKGROUND/ANALYSIS

To accommodate the construction of a new high voltage electric transmission line, American Transmission Company LLC requires the conveyance of rights in land owned by the city at the site of the former City Landfill on County Trunk Highway ML. This is for a strip of land adjacent to the railroad tracks. The compensation offered is as follows:

Payment for Easement (per before/after appraisal)	\$ 9,000.00
Payment for permission to enter on the land	\$ 500.00
True up of easement area to 100% of fee value	\$79,000.00

**Total Offer** **\$88,000.00**

The values are based on a full narrative appraisal prepared at the direction of ATC. The route for the transmission lines went through a public hearing process and was approved by the Public Service Commission before the appraisal was made. The Director of Public Works and the City Engineer accompanied the appraiser on the site visit and were satisfied that proper attention to site details was taken into consideration. Disturbed land will be restored upon completion of the project, and staff believes the conveyance of rights for the stated compensation is appropriate.

### RECOMMENDATION

Approve the request for conveyance of rights in land and recommend to the Common Council that the Mayor and City Clerk be authorized to execute the necessary documents.

mml



MAILING ADDRESS: P.O. BOX 47 ▪ WAUKESHA, WI 53187-0047  
STREET ADDRESS: N234 W2000 RIDGEVIEW PARKWAY COURT ▪ WAUKESHA, WI 53188-1022  
262-506-6700 ▪ Toll Free: 866-899-3204 ▪ Fax: 262-506-6124 ▪ www.atcllc.com

June 26<sup>th</sup>, 2012 VIA FED-EX – RETURN RECEIPT REQUESTED

MR MICHAEL LEMONS  
CITY OF KENOSHA  
625 52ND ST  
KENOSHA, WI 53140-3480

RE: ATC Pleasant Prairie to Zion Energy Center 345kV Transmission Line Project  
ATC FILE NO. PLP-WIS090

Dear Mr. Lemons:

As you are aware, American Transmission Company (ATC) proposed a new 345,000-volt transmission line from the Village of Pleasant Prairie to Zion, Illinois. This project has now been approved by the Public Service Commission of Wisconsin (PSCW). Pursuant to Wisconsin Statute 196.491(3e), this letter provides notice that the City of Kenosha has 90 days from receipt of this package to reach an agreement with American Transmission Company regarding the value of the requested property interest. If both parties agree, the 90-day timeframe may be extended an additional 90 days.

The easement is for a City-owned parcel (tax key number: 92-4-122-331-0200) in the Village of Pleasant Prairie, where a 90-foot strip of land is required for ATC's new transmission line. The proposed easement agreement for that area is enclosed together with related documents and an appraisal that supports our offering price of \$88,000.

The law also requires that we notify you that the PSCW has issued a Certificate of Public Convenience and Necessity (CPCN) for the Pleasant Prairie to Zion Energy Center transmission line project. The CPCN was issued in May, 2012.

We welcome the opportunity to meet with city representatives to discuss any matters related to this acquisition or the overall project. If you have any questions or want to arrange a meeting, please contact me at 1-866-899-3204 (ext. 6866 or e-mail [klynch@atcllc.com](mailto:klynch@atcllc.com)). Thank you for your consideration of this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Lynch", is written over a white background.

Kevin Lynch  
Real Estate  
Representative

Enclosures: Transmission Line Easement, Tree Disposition Agreement and Chemical Waiver;  
Payment Summary, PSCW pamphlet, landowner list and map, envelope, appraisal

Helping to keep the lights on, businesses running and communities strong™



**PAYMENT SUMMARY**

ATC File Number: PLP-WIS090      Line Designation: P4 to Zion Energy Center      Date: 6/25/2012

**LANDOWNER INFORMATION:**

Owner: City of Kenosha, a Wisconsin municipal corporation

Address: Springbrook Rd Pleasant Prairie, WI 53158

Phone #: 262-653-4147

Plan and Profile Sheet(s): Page \_\_\_\_\_ of Plan and Profile Dated: 6/5/12

Structures: 128490 128491 128492

Legal Description: A parcel of land being part of the Northeast 1/4 of Section 33 and part of the Southeast 1/4 of Section 28, both in Town 1 North, Range 22 East of the Fourth Principal Meridian, Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

Payment for Easement (appraisal)\*      \$9,000.00

Payment for 2nd Appraisal Waiver      \$0.00

Payment for permission to apply chemicals as part of the initial tree and brush clearing      \$500.00

Payment for Appeal Waiver      \$0.00

True up of easement area to 100% of fee value set forth in appraisal \*      \$79,000.00

Other payments described below:

\_\_\_\_\_      \$0.00

\_\_\_\_\_      \$0.00

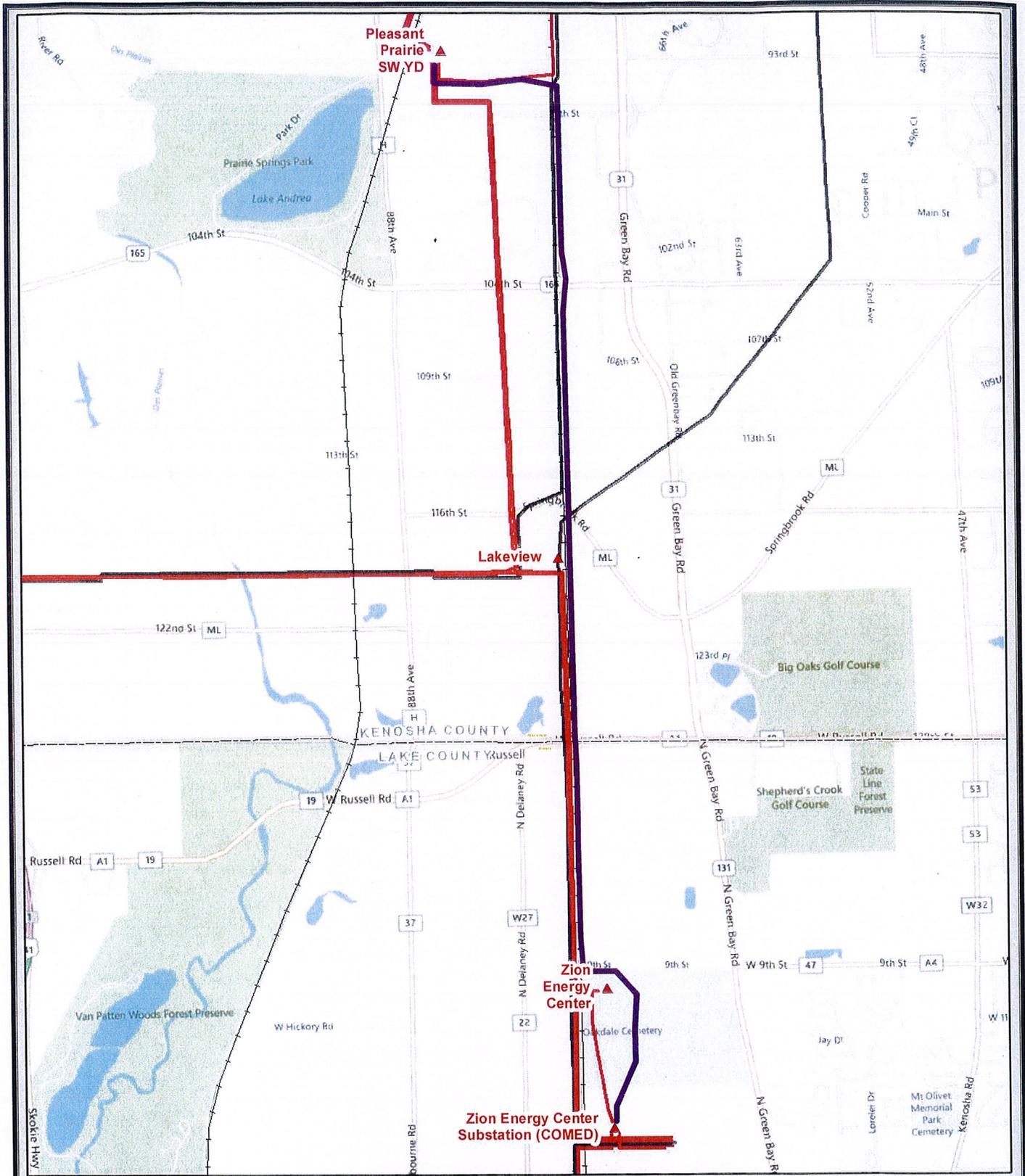
\_\_\_\_\_      \$0.00

Total Payments      \$88,500.00

Annual Payment (If Applicable)      \$1,353.85

(Easement Payment / 65 years)  
(zoned or used for agricultural purposes and easement is for high voltage transmission line)

\* Per appraisal prepared by Metropolitan Appraisal dated 5/21/2012



The information presented in this map document is advisory and is intended for reference purposes only. American Transmission Company owned and operated facility locations are approximate.

Base Map Data Sources: ATC, WDNR, PSCW

0 500,000 2,000 Feet



**Pleasant Prairie-Zion Energy Center Transmission Line Project - Approved Route -**

Transmission Lines  
 138 kV (black line)  
 345 kV (red line)  
 Approved Route (purple line)



Map Area Shown in Red

**ELECTRIC TRANSMISSION LINE EASEMENT**

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Document Number

The undersigned Grantor, **City of Kenosha, a Wisconsin municipal corporation (hereinafter called the "Grantor")**, in consideration of the sum of \_\_\_\_\_, (\$\_\_\_\_\_), receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC, a Wisconsin limited liability company, (hereinafter called the "Grantee")**, its successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the Grantor in the **Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, described as follows:**

Record this document with the Register of Deeds

A parcel of land being part of the Northeast 1/4 of Section 33 and part of the Southeast 1/4 of Section 28, both in Town 1 North, Range 22 East of the Fourth Principal Meridian, the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin

Name and Return Address:

**American Transmission Company LLC**  
**Attn: Real Estate Department**  
P.O. Box 47  
Waukesha, WI 53188-1022

The legal description and location of the easement strip is as described and shown on the attached drawing, marked Exhibit "B", and made a part of this document.

Parcel Identification Number(s)  
92-4-122-331-0200

The easement has the following specifications:

**EASEMENT STRIP:**

Length: Approximately 2011 feet  
Width: 90 feet

**TRANSMISSION LINES:**

Maximum nominal voltage: 345,000 volts  
Number of circuits: 1

**TRANSMISSION STRUCTURES:**

Type: monopole  
Number: 3  
Maximum height above existing ground level 190 feet

Number of conductors: 3  
Number of static wires: 2  
Minimum height above existing landscape (ground level): 27.1

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Landowner located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Landowner adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" and "B" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee.



**EXHIBIT "A"**  
**[WI Sta. 182.017(7)]**

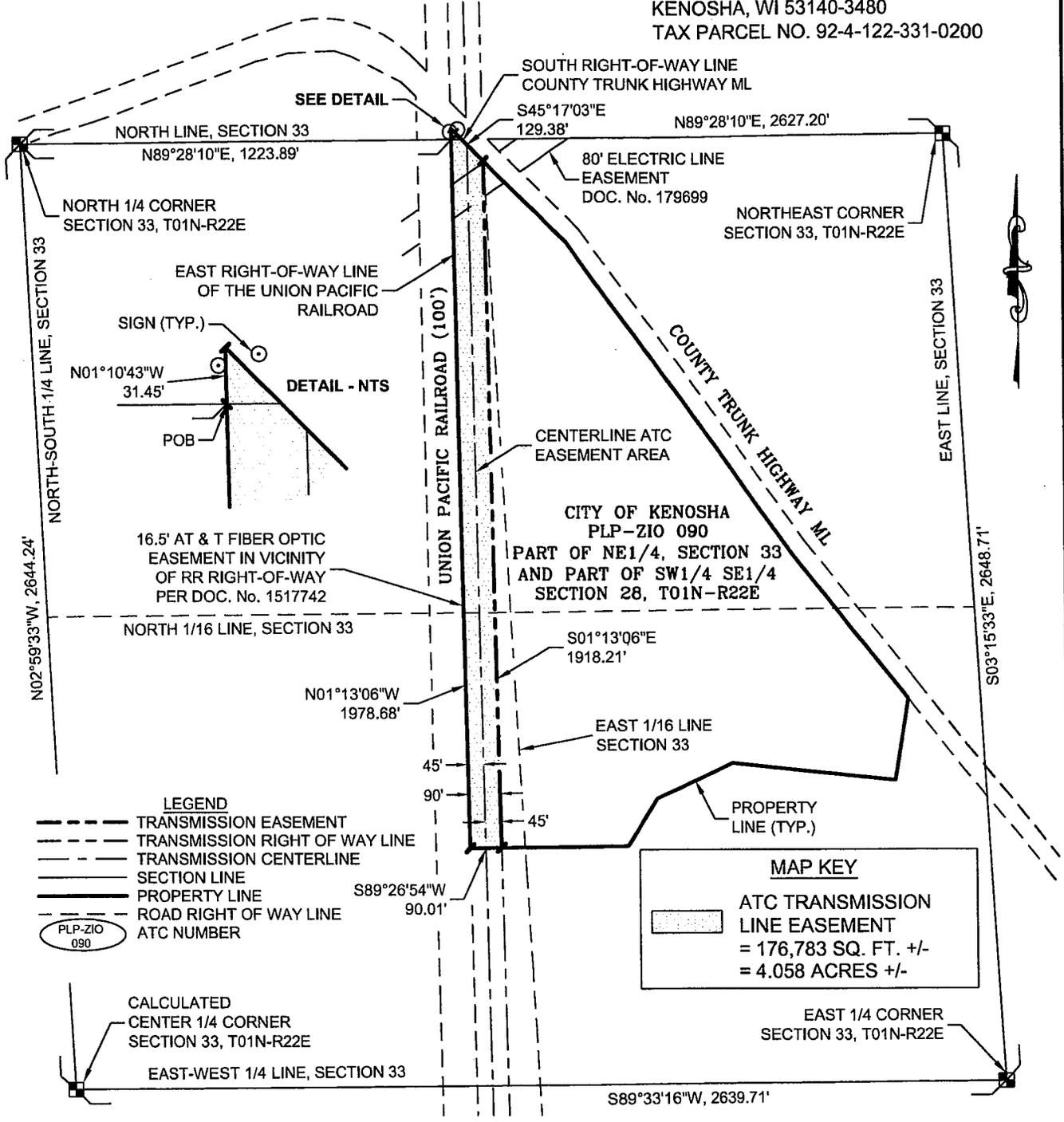
1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
  - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
  - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
  - c) Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
  - d) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
  - e) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
  - f) Repair any drainage tile line within the easement damaged by such construction or maintenance.
  - g) Pay for any crop damage caused by such construction or maintenance.
  - h) Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.
3. The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
4. The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
5. The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

This instrument was drafted by Kevin Lynch and reviewed by Michael Cummings on behalf of American Transmission Company, PO Box 47, Waukesha, Wisconsin 53187-0047.

# EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC  
 W234 N2000 RIDGEVIEW PARKWAY COURT  
 WAUKESHA, WI 53188

GRANTOR: CITY OF KENOSHA  
 MIKE LEMENS  
 625 52ND ST.  
 KENOSHA, WI 53140-3480  
 TAX PARCEL NO. 92-4-122-331-0200



- LEGEND**
- TRANSMISSION EASEMENT
  - - - TRANSMISSION RIGHT OF WAY LINE
  - TRANSMISSION CENTERLINE
  - SECTION LINE
  - PROPERTY LINE
  - ROAD RIGHT OF WAY LINE
  - P.L.P.-ZIO 090 ATC NUMBER

**MAP KEY**

ATC TRANSMISSION LINE EASEMENT  
 = 176,783 SQ. FT. +/-  
 = 4.058 ACRES +/-

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM NAD 83/2007, SOUTH ZONE.



<b>LEGEND</b>		Drawn: SDK
<ul style="list-style-type: none"> <li>● - Found Iron</li> <li>○ - Set 5/8" Iron W/P.S. Cap #: S-1704</li> <li>■ - Found Concrete Monument</li> <li>□ - Set Concrete Monument</li> <li>R - RECORDED</li> <li>M - MEASURED</li> </ul>		Date: 03/19/2012
		Scale: 1" = 400'
		PROJECT NUMBER 60241863
REVISIONS SDK 04/25/2012 SDK 05/01/2012	SDK 05/08/2012	SHEET NUMBER 1 OF 2

S:\GPS\ATC\60241863 PLEASANT PRAIRIE - ZION ENERGY CENTER\Exhibit B (Wisconsin)\CITY OF KENOSHA 090\CITY OF KENOSHA 090\_08\_2012.dwg: 6/11/2012 2:51:29 PM: KOSS, STEVE

906.228.2333  
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# EASEMENT DESCRIPTION MAP (EXHIBIT B)

GRANTEE: AMERICAN TRANSMISSION COMPANY LLC  
 W234 N2000 RIDGEVIEW PARKWAY COURT  
 WAUKESHA, WI 53188

GRANTOR: CITY OF KENOSHA  
 MIKE LEMENS  
 625 52ND ST.  
 KENOSHA, WI 53140-3480  
 TAX PARCEL NO. 92-4-122-331-0200

A variable width easement which crosses a part of the grantor's premises across part of the Southwest Quarter of the Southeast Quarter (SE1/4) of section 28 and part of the West Half (W1/2) of the Northeast Quarter (NE 1/4) of Section 33, T01N-R22E, Village of Pleasant Prairie, Kenosha County, Wisconsin, described as:

Commencing at the North 1/4 corner of Section 33; thence N89°28'10"E, 1223.89' along the North line of Section 33 to a point on this easement, the East right-of-way line of the Union Pacific Railroad, the grantor's West property line and the **Point of Beginning**; thence **N01°10'43"W, 31.45'** along the East right-of-way line of the Union Pacific Railroad and the grantor's West property line to the South right-of-way line of County Trunk Highway ML and the grantor's Northwest property corner; thence **S45°17'03"E, 129.38'** along the South right-of-way line of County Trunk Highway ML and the grantor's North property line; thence **S01°13'06"E, 1918.21'** to the grantor's South property line; thence **S89°26'54"W, 90.01'** along the grantor's South property line to the East right-of-way line of the Union Pacific Railroad and the grantor's Southwest property corner; thence **N01°13'06"W, 1978.68'** along the East right-of-way line of the Union Pacific Railroad and the grantor's West property line to the North line of Section 33 and the **Point of Beginning** being more particularly described as shown on sheet 1 containing **176,783** Square Feet +/- or **4.058** Acres +/- and subject to restrictions, reservations, rights of way, and easements of record.

NOTE: BEARINGS BASED UPON THE WISCONSIN STATE PLANE COORDINATE SYSTEM NAD 83/2007, SOUTH ZONE.



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LEGEND	
●	- Found Iron
○	- Set 5/8" Iron W/P.S. Cap #: S-1704
■	- Found Concrete Monument
□	- Set Concrete Monument
R	- RECORDED
M	- MEASURED

Drawn :	SDK
Date:	03/19/2012
Scale:	N/A
PROJECT NUMBER	60241863

REVISIONS	SDK	SDK
	04/25/2012	06/08/2012
	SDK	
	06/01/2012	

SHEET NUMBER	2 OF 2
--------------	--------

S:\GPS\ATC\60241863 PLEASANT PRAIRIE - ZION ENERGY CENTER\Exhibit B (Wisconsin)\CITY OF KENOSHA 090\090\_R06\_08\_2012.dwg; 6/8/2012 3:37:44 PM; KOSS, STEVE

**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 07/01/12 through 07/15/12 and have approved the disbursements as follows:

1. Checks numbered from 118319 through 118660 as shown on attached listing consisting of:

a. Debt Service -0-

b. Investments -0-

c. All Other Disbursements 3,100,944.27

**SUBTOTAL** 3,100,944.27

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,228,087.27

**TOTAL DISBURSEMENTS APPROVED** 4,329,031.54

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
David Bogdala

\_\_\_\_\_  
Tod Ohnstad

\_\_\_\_\_  
Rocco LaMacchia Sr.

\_\_\_\_\_  
Keith Rosenberg

\_\_\_\_\_  
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*

(disbursementsblank.share.fin)

Director of Finance  
Common Council Agenda Item L1

**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:** 07/23/12

**Prepared By:** *MKS*

**Reviewed By:** 

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118319	7/06	BINDELLI BROTHERS, INC	110-09-56501-259-569	06/12 5706 8 AVE	83.30
			110-09-56501-259-569	06/12 8532 14 AVE	81.30
				..... CHECK TOTAL	164.60
118320	7/06	RNOW, INC.	630-09-50101-393-000	06/12 PARTS/MATERIAL	412.10
			630-09-50101-393-000	03/12 PARTS/MATERIAL	122.09
			630-09-50101-393-000	06/12 #2886 PARTS/MA	47.26
				..... CHECK TOTAL	581.45
118321	7/06	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	LUMINAIRE	1,189.20
118322	7/06	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	KENWOOD SPEAKER MIC	808.50
			110-03-53116-231-000	RADIO	598.00
			110-03-53116-231-000	INSTALLATION	395.00
			110-02-52103-231-000	MOBILE MICROPHONE	364.00
			520-09-50201-231-000	06/12 TD-MISC ITEMS	135.00
			110-02-52103-231-000	PROGRAMMING CABLE	114.12
			110-02-52103-231-000	PROGRAMMING CABLE	114.12
			110-02-52103-231-000	KENWOOD VHF ANTENNA	112.00
			110-02-52103-231-000	SIDE COVER AND SCREW	59.00
			110-02-52103-231-000	KENWOOD ANTENNA CAP	40.40
				..... CHECK TOTAL	2,740.14
118323	7/06	COMSYS, INCORPORATED	110-01-51102-215-000	7/08-8/7/12 SERVICE	38,432.00
			501-09-50101-215-000	7/08-8/7/12 SERVICE	9,609.00
				..... CHECK TOTAL	48,041.00
118324	7/06	GODFREY & KAHN, SC	420-11-51104-219-000	04/12 CHRYSLER	2,709.14
118325	7/06	HWY C SERVICE	110-03-53116-389-000	06/12 WA-PARTS/SUPPL	98.40
118326	7/06	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	06/12 AR-ELECTRICAL	444.00
			521-09-50101-375-000	06/12 AR-ELECTRICAL	360.00
			110-03-53109-375-000	06/12 ST-ELECTRICAL	155.64
			110-01-51801-389-000	06/12 MB-ELECTRICAL	17.84
				..... CHECK TOTAL	977.48
118327	7/06	JANTZ AUTO SALES INC	630-09-50101-393-000	06/12 #2390 PARTS	25.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118328	7/06	CARDINAL HEALTH	206-02-52205-318-000	06/12 FD MEDICAL SUP	536.48
			206-02-52205-318-000	06/12 FD MEDICAL SUP	432.74
			206-02-52205-318-000	06/12 FD MEDICAL SUP	163.67
			206-02-52205-318-000	06/12 FD MEDICAL	153.35
			206-02-52205-318-000	06/12 FD MEDICAL SUP	152.27
			206-02-52205-318-000	06/12 FD MEDICAL SUP	82.01
				..... CHECK TOTAL	1,520.52
118329	7/06	KENOSHA JOINT SERVICES	110-02-52111-251-000	07/12 JOINT SERVICES	229,873.54
			110-02-52202-251-000	07/12 JOINT SERVICES	57,468.38
				..... CHECK TOTAL	287,341.92
118330	7/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	07/06/12 CITY HRLY	12,708.24
			110-00-21562-000-000	07/06/12 WATER HRLY	3,188.35
				..... CHECK TOTAL	15,896.59
118331	7/06	LABOR PAPER, THE	110-01-50101-321-000	06/12 1ST/2ND ORDS	30.40
118332	7/06	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	05/12 DRUGS	577.70
118333	7/06	SHERWIN WILLIAMS CO.	110-03-53110-389-000	06/12 ST PAINT/SUPPL	22.50
118334	7/06	NATIONAL COMMUNITY	110-01-51601-323-000	DUES 7/12-6/13	940.00
118335	7/06	OTIS ELEVATOR CO.	633-09-50101-242-000	ELEVATOR REPAIR	1,283.74
118336	7/06	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	05/12 TD TIRE REPAIR	539.46
118337	7/06	SHOPKO	110-02-52203-382-000	05/12 FD #5 MERCHAND	174.95
118338	7/06	KENOSHA COUNTY INTERFAITH	290-06-50611-259-000	#5447393 SUBGR AGMT	275.25
118339	7/06	KENOSHA COUNTY	110-02-52105-283-000	07/12 MONTHLY RENT	9,671.25
118340	7/06	WE ENERGIES	633-09-50101-221-000	#26 04/24-05/23	2,944.46
			110-02-52203-221-000	#26 05/23-06/21	1,672.36
			110-05-55109-221-000	#26 05/16-06/17	1,259.11
			110-03-53109-221-000	#26 05/21-06/20	1,248.71
			632-09-50101-221-000	#26 04/24-05/24	1,037.99
			110-03-53103-221-000	#26 04/25-05/24	982.31
			110-03-53109-221-000	#26 05/20-06/19	914.10
			522-05-50102-221-000	#26 05/16-06/17	744.29
			110-03-53109-221-000	#26 05/22-06/21	732.85
			110-03-53116-221-000	#26 05/17-06/18	659.68
			110-03-53109-221-000	#26 05/16-06/17	547.54
			110-03-53109-221-000	#26 05/17-06/18	540.75
			110-05-55111-221-000	#26 05/17-06/18	496.65
			110-05-55109-221-000	#26 05/17-06/18	377.28
			110-03-53109-221-000	#26 05/21-06/22	360.16

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#26 05/18-06/20	357.74
			110-03-53109-221-000	#26 05/23-06/22	245.01
			110-03-53109-221-000	#26 05/18-06/18	132.57
			110-03-53109-221-000	#26 04/24-05/23	125.10
			110-05-55109-222-000	#26 04/24-05/23	97.61
			110-03-53103-221-000	#26 05/22-06/21	96.43
			110-03-53109-221-000	#26 05/21-06/21	89.88
			110-03-53117-221-000	#26 05/17-06/18	66.98
			110-05-55109-221-000	#26 05/21-06/20	60.03
			519-09-50103-221-000	#26 05/22-06/21	44.45
			110-05-55109-221-000	#26 05/20-06/19	32.18
			110-05-55106-222-000	#26 05/20-06/20	30.10
			522-05-50102-222-000	#26 05/16-06/17	13.57
			110-05-55109-222-000	#26 05/22-06/21	12.00
			110-05-55109-221-000	#26 05/22-06/21	11.45
			110-05-55109-222-000	#26 05/16-06/17	10.14
				..... CHECK TOTAL	15,943.48
118341	7/06	WE ENERGIES	758-09-50110-259-853	5/24-6/25/12 UTILS	38.12
			758-09-50107-259-851	5/22-6/21/12 UTILS	13.20
			758-09-50107-259-851	5/22-6/21/12 UTILS	10.98
				..... CHECK TOTAL	62.30
118342	7/06	LEITCH PRINTING CORPORATION	110-09-56402-219-000	MILLER BRIEF PRNT	186.47
118343	7/06	UNITED STATES TREASURY	110-00-21581-000-000	07/06/12 DEDUCTION	20.00
118344	7/06	REINDERS INC.	630-09-50101-393-000	06/12 CE #2412 PARTS	235.84
			630-09-50101-393-000	06/12 CE PARTS & SER	109.24
				..... CHECK TOTAL	345.08
118345	7/06	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	06/12 TIRE LEASE	4,278.66
118346	7/06	KENOSHA WATER UTILITY	110-00-46908-999-000	REISSUE CK #117004	3,273.61
118347	7/06	INLAND DETROIT DIESEL	520-09-50201-347-000	05/12 PARTS/MATERIAL	182.07
118348	7/06	LARK UNIFORM, INC.	110-02-52103-367-000	06/12 #329 UNIFORM I	73.95
118349	7/06	BATTERIES PLUS LLC	110-02-52203-385-000	06/12 FD BATTERIES &	11.96

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118350	7/06	AT&T	110-02-52203-225-000	06/22-07/21 REPEATR	199.72
118351	7/06	CHASE BANK KENOSHA	110-00-21513-000-000	07/06/12 HRLY DEDCT	20,841.41
			110-00-21612-000-000	07/06/12 HRLY DEDCT	11,575.60
			110-00-21511-000-000	07/06/12 HRLY DEDCT	7,841.43
			110-00-21614-000-000	07/06/12 HRLY DEDCT	3,155.41
			110-00-21514-000-000	07/06/12 HRLY DEDCT	3,155.24
				..... CHECK TOTAL	46,569.09
118352	7/06	BROWN & JONES REPORTING, INC	110-09-56402-219-000	MEDINA 11/14/08	317.60
118353	7/06	OFFICEMAX	110-02-52103-311-000	06/12 FD #2210 OFFC	229.70
			110-02-52103-311-000	06/12 PD #2215 OFFC	93.05
			110-02-52201-311-000	06/12 FD #2206 OFFC	87.01
			110-01-51101-311-000	06/12 FN #2214 OFFC	64.09
			110-01-51301-311-000	06/12 AD #2212 OFFC	50.56
			110-01-50101-311-000	06/12 CT #2209 OFFC	33.88
				..... CHECK TOTAL	558.29
118354	7/06	SHERRY'S CUSTOM T'S	222-09-50101-259-908	SHIRTS VETS PARADE	258.50
118355	7/06	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	05/12 SW TOOLS AND S	267.00
118356	7/06	BANE-NELSON, INC.	409-00-13109-000-000	06/12 EN MONTHLY STO	150.00
118357	7/06	L & M MEATS	222-09-50101-259-908	VIP RECEPTION	800.48
			222-09-50101-259-908	ARMY BAND LUNCH	310.43
				..... CHECK TOTAL	1,110.91
118358	7/06	SIGN A RAMA	761-09-50101-311-000	KENOSHA TV BANNERS	194.00
118359	7/06	KENOSHA TROPHY COMPANY	222-09-50101-259-908	AWARD RIBBONS	98.00
118360	7/06	INTERSPIRO	110-02-52203-235-000	06/12 SCBA PARTS	121.80
			110-02-52203-235-000	06/12 SCBA PARTS	60.21
				..... CHECK TOTAL	182.01
118361	7/06	T-MOBILE	501-09-50103-226-000	05/08-06/07 WIRELESS	42.19
118362	7/06	AECOM TECHNICAL SERVICES INC	493-11-50111-219-000	5/5-6/1 PHASE II	18,257.33
			495-11-50101-219-000	4/7-5/4 SITE INVEST	18,151.88
			495-11-50101-219-000	5/5-6/1 SITE INVEST	6,835.82
			493-11-50103-219-000	4/7-5/4 PHASE II	5,492.30
			493-11-50111-219-000	4/7-5/4 PHASE II	4,867.87
			495-11-50109-219-000	5/5-6/1 PHASE II	4,853.22
			493-11-50108-219-000	4/7-5/4 PHASE II	2,172.40
			495-11-50103-219-000	4/7-5/4 PHASE II	1,303.44
			495-11-50109-219-000	4/7-5/4 PHASE II	1,293.99
			493-11-50104-219-000	5/5-6/1 PHASE II	1,074.52

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			495-11-50106-219-000	4/7-5/4 PHASE II	969.23
			493-11-50105-219-000	4/7-6/1 PHS II EAS	858.10
			493-11-50103-219-000	5/5-6/1 PHASE II	795.35
			495-11-50105-219-000	5/5-6/1 PHASE II	780.29
			493-11-50106-219-000	4/7-5/4 PHASE II	778.94
			493-11-50106-219-000	5/5-6/1 PHASE II	681.49
			493-11-50104-219-000	5/5-6/1 PHASE II	575.01
			493-11-50105-219-000	4/7-6/1 PHS II ESA	574.61
			495-11-50107-219-000	5/5-6/1 PHASE II	529.99
			493-11-50103-219-000	5/5-6/1 PHASE II	503.82
			493-11-50108-219-000	5/5-6/1 PHASE II	481.67
			493-11-50104-219-000	4/7-5/4 PHASE II	428.89
			493-11-50110-219-000	5/5-6/1 PHASE II	383.75
			495-11-50104-219-000	5/5-6/1 PHASE II	345.00
			495-11-50103-219-000	5/5-6/1 PHASE II	289.61
			495-11-50102-219-000	4/7-6/1 PHS II ESA	256.00
			495-11-50107-219-000	4/7-5/4 PHASE II	211.24
			493-11-50106-219-000	5/5-6/1 PHASE II	203.64
			495-11-50102-219-000	4/7-6/1 PHS II ESA	171.95
			493-11-50104-219-000	4/7-5/4 PHASE II	171.73
			493-11-50104-219-000	5/5-6/1 PHASE II	159.35
			495-11-50105-219-000	5/5-6/1 PHASE II	152.96
			495-11-50106-219-000	5/5-6/1 PHASE II	139.47
			495-11-50104-219-000	4/7-5/4 PHASE II	102.63
			495-11-50106-219-000	5/5-6/1 PHASE II	89.79
			495-11-50108-219-000	4/7-5/4 PHASE II	86.55
			495-11-50107-219-000	5/5-6/1 PHASE II	77.74
			493-11-50110-219-000	5/5-6/1 PHASE II	75.91
			495-11-50108-219-000	5/5-6/1 PHASE II	75.73
			493-11-50108-219-000	5/5-6/1 PHASE II	75.15
			493-11-50104-219-000	4/7-5/4 PHASE II	63.92
			495-11-50103-219-000	5/5-6/1 PHASE II	44.48
			495-11-50104-219-000	4/7-5/4 PHASE II	38.76
			495-11-50108-219-000	5/5-6/1 PHASE II	22.62
				..... CHECK TOTAL	75,498.14
118363	7/06	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	06/12 YW COUPON PRG	522.45
			501-09-50102-219-000	06/12 YW COUPON PRG	132.41
				..... CHECK TOTAL	654.86



START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	6/12 2018 45 ST-GRS	124.69
			110-09-56501-259-570	6/12 2618 24 ST-GRS	109.34
			110-09-56501-259-570	6/12 6615 59 AV-GRS	94.48
			110-09-56501-259-570	6/12 1539 16 AV-GRS	86.75
			110-09-56501-259-570	6/12 3705 52 ST-GRS	69.70
			110-09-56501-259-570	6/12 3327 44 ST-GRS	66.60
			110-09-56501-259-570	6/12 1622 35 ST-GRS	63.84
			110-09-56501-259-570	6/12 2100 74 ST-GRS	61.40
			110-09-56501-259-570	6/12 6203 12 AV-GRS	52.75
			758-09-50106-259-853	6/12 D-6615 15 AVE	47.50
			110-09-56501-259-570	6/12 1113 62 ST-GRS	45.20
			110-09-56501-259-570	6/12 3404 44 ST-GRS	39.60
			110-09-56501-259-570	6/12 7422 SHER-GRAS	38.98
			110-09-56501-259-570	6/12 4101 35 AV-GRS	38.40
			758-09-50110-259-850	6/12 D-5810 19 AVE	38.00
			758-09-50103-259-850	6/12 D-1414 59 ST	18.88
			758-09-50109-259-850	6/12 D-6105 25 AVE	18.87
			758-09-50108-259-851	6/12 D-5126 21 AVE	18.87
			758-09-50107-259-850	6/12 D-2103 45 ST	18.87
			758-09-50105-259-851	6/12 D-5512 24 AVE	18.87
			758-09-50104-259-850	6/12 D-6638 16 AVE	18.87
			110-09-56501-259-570	6/12 6603 21 AV-GRS	14.92
			110-09-56501-259-570	6/12 9316 74 ST-GRS	14.17
			110-09-56501-259-570	6/12 2404 82 ST-GRS	13.60
			110-09-56501-259-570	6/12 1320 52 ST-GRS	12.01
			110-09-56501-259-570	6/12 1323 50 ST-GRS	11.78
				..... CHECK TOTAL	11,664.78
118375	7/06	BARNES DISTRIBUTION	520-09-50201-347-000	06/12 TD SHOP SUPPLI	341.96
			110-02-52203-344-000	06/12 FD SUPPLIES/RE	190.50
				..... CHECK TOTAL	532.46
118376	7/06	JENSEN TOWING	110-02-52203-344-000	TOW BATLN 1 TO STN4	55.00
			110-02-52103-219-000	06/12 12-086296 TOW	15.00
				..... CHECK TOTAL	70.00
118377	7/06	INSTY-PRINTS	222-09-50101-259-908	PARADE-BANNER/SIGNS	1,031.38
			110-01-51101-311-000	06/12 FN 2011 CAFR	409.40
			110-01-50301-311-000	6/12 LE-VARIN/REGAL	280.71
			110-01-51301-311-000	06/12 AD-YOUTH MEMRL	180.88
				..... CHECK TOTAL	1,902.37

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118378	7/06	KUEMMERLING, INC., KARL	501-09-50106-361-000	FANNO POLE SAW BLADE	527.60
118379	7/06	JOHNSON BANK	110-00-21532-000-000	07/06/12 HRLY DEDCT	720.39
			110-00-21532-000-000	07/06/12 HRLY DEDCT	499.62
				..... CHECK TOTAL	1,220.01
118380	7/06	AT&T SUBPOENA CENTER	110-02-52102-219-000	SUBPOENA #12-075087	40.00
118381	7/06	FASTENAL COMPANY	110-03-53103-367-000	06/12 ST TOOLS/MATER	143.94
			110-05-55109-389-000	06/12 PA TOOLS/MATER	59.09
			110-03-53103-389-000	06/12 ST TOOLS/MATER	25.22
				..... CHECK TOTAL	228.25
118382	7/06	EXPRESS EMPLOYMENT	110-01-51201-219-000	6/20/12 TEMP HELP	643.62
118383	7/06	BUNGALOW PROS	758-09-50110-259-853	DESIGN SERVICE	4,050.00
118384	7/06	WITTE SUPPLY COMPANY	521-09-50101-246-000	IRON SLOTTED GRATE	240.00
118385	7/06	ENVIRONMENTAL CHEMICAL ENT.	501-09-50105-353-000	SELECTIVE HERBICIDE	1,139.02
118386	7/06	DONOR SNAP	761-09-50101-316-000	SOFTWARE SUBSCRIPT	450.00
118387	7/06	SUPER 8	110-02-52107-263-000	6/11-22/12 J HECKER	520.00
118388	7/06	HYATT ON MAIN	110-02-52107-263-000	2 DETCTV 8/22-24/12	218.00
118389	7/06	PRO AUDIO CO.	222-09-50101-259-908	SOUND ENG JULY 4TH	550.00
118390	7/06	CDW-G	110-01-51102-539-000	06/12 DP-MONITORS	361.35
			521-09-50101-231-000	06/12 DP-WRLS ROUTR	53.66
			520-09-50301-311-000	06/12 AR-MEMORY UPGR	44.54
				..... CHECK TOTAL	459.55
118391	7/06	CHAPTER 13 TRUSTEE	110-00-21581-000-000	07/06/12 DEDUCTION	104.00
118392	7/06	VULCAN SIGNS, INC	110-03-53110-372-000	TRAFFIC SIGNAGE	18,990.01
			110-03-53110-372-000	SIGNAGE/HARDWARE	3,378.05
				..... CHECK TOTAL	22,368.06

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118393	7/06	ULINE	110-05-55109-382-000	TRASH LINERS	479.59
118394	7/06	MENARDS (KENOSHA)	501-09-50105-357-000	06/12 SW MERCHANDISE	187.55
			110-03-53103-361-000	06/12 ST MERCHANDISE	165.49
			501-09-50105-359-000	06/12 SW MERCHANDISE	58.83
				..... CHECK TOTAL	411.87
118395	7/06	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	3/19-4/12/12 W/C	1,076.85
118396	7/06	WIS SCTF	110-00-21581-000-000	07/06/12 HRLY DEDCT	1,302.84
118397	7/06	KENOSHA COUNTY	110-09-56501-259-567	CH 26 ORD CLEAN-UPS	1,912.80
118398	7/06	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	06/12 PD GLASS & ACC	266.89
118399	7/06	GRAINGER	405-11-51207-589-000	TREADS	1,145.60
			206-02-52205-382-000	07/11 FD-RETURN	59.25CR
			206-02-52205-382-000	07/11 FD-RETURN	86.10CR
				..... CHECK TOTAL	1,000.25
118400	7/06	ROCKFORD IND. WELDING	632-09-50101-389-000	06/12 CE SUPPLIES/MA	32.85
118401	7/06	JKR SURVEYING, INC	758-09-50108-259-851	6/12 FIELD WORK	200.00
			758-09-50105-259-851	6/12 FIELD WORK	117.99
			758-09-50105-259-850	6/12 FIELD WORK	82.01
				..... CHECK TOTAL	400.00
118402	7/06	WNOA, INC.	110-02-52107-264-000	CONF 8/22-24/12	350.00
118403	7/06	GILLIG CORPORATION	520-09-50201-347-000	06/12 BUS PARTS	714.96
			520-09-50201-347-000	06/12 BUS PARTS	79.76
			520-09-50201-347-000	06/12 BUS PARTS	16.87
				..... CHECK TOTAL	811.59
118404	7/06	PROCESSWORKS INC.	110-00-21578-000-000	07/03/12 CHECK REG	295.00
118405	7/06	PROCESSWORKS, INC.	110-09-56310-219-000	06/12 ADMIN CHGS	184.04
118406	7/06	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	06/12 #2388 PARTS &	90.73

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118407	7/06	AIRGAS NORTH CENTRAL	110-02-52203-344-000	06/12 FD INDUSTRIAL	91.21
118408	7/06	GERBER LEISURE PRODUCTS	713-00-21997-000-000	MEMORIAL BENCH	1,447.00
118409	7/06	RED THE UNIFORM TAILOR	110-02-52206-367-000	05/12 FD-UNIFORMS	1,344.00
			110-02-52206-367-000	05/12 FD-UNIFORMS	317.90
			110-02-52206-367-000	05/12 FD-UNIFORMS	290.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	287.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	227.80
			520-09-50101-367-000	06/12 TD-UNIFORM ITM	193.90
			110-02-52206-367-000	05/12 FD-UNIFORMS	178.45
			110-02-52206-367-000	05/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	167.50
			110-02-52103-367-000	06/12 POLICE UNIFORM	162.80
			110-02-52206-367-000	05/12 FD-UNIFORMS	160.00
			110-02-52206-367-000	05/12 FD-UNIFORMS	153.75
			110-02-52206-367-000	05/12 FD-UNIFORMS	146.60
			110-02-52103-367-000	05/12 POLICE UNIFORM	93.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	83.75
			110-02-52206-367-000	05/12 FD-UNIFORMS	70.00
			110-02-52206-367-000	05/12 FD-UNIFORMS	61.50
			110-02-52206-367-000	06/12 FD-UNIFORMS	60.00
			110-02-52206-367-000	05/12 FD-UNIFORMS	44.95
			110-02-52206-367-000	05/12 FD-UNIFORMS	21.90
			110-02-52206-367-000	05/12 FD-UNIFORMS	13.50
			110-02-52206-367-000	05/12 FD-UNIFORMS	10.95
				..... CHECK TOTAL	4,593.25
118410	7/06	AVI SYSTEMS, INC	761-09-50101-385-000	CAMERA BATTERIES	1,131.17
118411	7/06	DESIGN CLEANING SERVICES INC	633-09-50101-246-000	06/12 CARPET CLEAN	375.00
118412	7/06	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-219-000	PALS CRS 5/10 + 14	221.95
118413	7/06	IOD INCORPORATED	110-09-56402-219-000	MEDINA MED RECORDS	67.30
			110-09-56402-219-000	J NELSON MED RECORD	46.50
				..... CHECK TOTAL	113.80

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118414	7/06	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/21/12 W/C	703.80
118415	7/06	AURORA HEALTH CARE	110-09-56405-161-000	5/15/12 W/C	251.68
			110-09-56405-161-000	4/6/12 W/C	169.84
				..... CHECK TOTAL	421.52
118416	7/06	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	5/14/12 W/C	413.65
			110-09-56405-161-000	5/16/12 W/C	327.84
				..... CHECK TOTAL	741.49
118417	7/06	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	06/26/12 EVALUATIONS	970.00
			110-01-51303-216-000	6/21/12 EVALUATION	485.00
				..... CHECK TOTAL	1,455.00
118418	7/06	BLANKENHEIM SERVICES	110-09-56405-161-000	4/19-20/12 W/C	797.00
118419	7/06	WHITE, LEE	402-11-51204-586-000	SIDEWALK REPAIR	392.00
118420	7/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	07/06/12 DEDUCTION	133.78
118421	7/06	HOPE COUNCIL, INC	290-06-50610-259-000	#5447389 SUBGR AGMT	491.79
118422	7/06	FREDERICK, JAMES	110-00-21109-000-000	SPEC ASSESS OVERPAY	6.57
118423	7/06	HARP & EAGLE, LTD	110-00-44315-000-000	OUTDOOR DINE PERMIT	125.00
118424	7/06	BLAINE, TRISHA	110-00-21905-000-000	REISSUE CK #111772	300.00
118425	7/06	STARK COLLECTION AGENCY	110-00-45103-000-000	C VANWIE V574301	69.65
			110-00-45103-000-000	E CASTILLO B812459	16.87
				..... CHECK TOTAL	86.52
118426	7/06	LABANOW, ANNE	402-11-51204-586-000	SIDEWALK REPAIR	245.00
118427	7/06	SCHMIDT, JEROME	402-11-51204-586-000	SIDEWALK REPAIR	480.00
118428	7/06	PRAYER HOUSE ASSEMBLY OF GOD	110-00-21106-000-000	OVERPAY 2011 RE TAX	19.24
118429	7/06	HUGHES, SIDNEY & JANET	110-00-21106-000-000	REISSUE CK #112601	41.47

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118430	7/06	GRIFFIN, WALTER & KAREN	110-00-21106-000-000	REISSUE CK #113031	50.57
118431	7/06	LENCI, MAURO	632-09-50101-261-000	5-6/12 91.4 MILES	50.73
118432	7/06	DITZENBERGER, JEAN	110-01-51301-311-000	COMMENDATION FRAMES	60.87
			110-01-51301-311-000	OFFICE SUPPLIES	41.97
				..... CHECK TOTAL	102.84
118433	7/06	JOHNSON, ORVILLE C.	110-02-52102-367-000	2012 CLOTHING ALLOW	200.00
118434	7/06	SOBBE, STACEY	110-02-52102-263-000	6/26/12 PEORIA	28.01
118435	7/06	MISKINIS, DANIEL G.	110-02-52101-341-000	6/27-28 WAUSAU	28.58
			110-02-52107-263-000	6/27-28 WAUSAU	16.00
				..... CHECK TOTAL	44.58
118436	7/06	CRUEY, EDWARD	110-01-50901-261-000	06/12 122 MILES	67.71
118437	7/06	BOSMAN, KEITH	110-01-51301-263-000	6/11-12 WASHINGTON	241.60
			110-01-51301-262-000	6/11-12 WASHINGTON	63.00
			110-01-51301-341-000	GAS PURCHASED	34.90
			110-01-51301-261-000	6/11-12 WASHINGTON	14.00
			110-01-51301-263-000	6/11-12 WASHINGTON	10.92
				..... CHECK TOTAL	364.42
118438	7/06	CEPRESS, TIMOTHY J	110-01-51303-144-000	TUITION SPRING 2012	800.00
118439	7/11	WE ENERGIES	110-03-53109-221-000	06/12 STREETLIGHTS	60,671.95
			110-05-55109-221-000	06/12 STREETLIGHTS	478.30
				..... CHECK TOTAL	61,150.25
118440	7/11	RNOW, INC.	630-09-50101-393-000	06/12-SE#2831 PARTS/	1,785.48
			630-09-50101-393-000	06/12-SE#2921 PARTS/	1,068.98
			630-09-50101-393-000	06/12-SE PARTS/MATER	544.81
			630-09-50101-393-000	06/12-SE PARTS/MATER	485.54
			630-09-50101-393-000	06/12-SE PARTS/MATER	357.26
			630-09-50101-393-000	06/12-SE PARTS/MATER	148.66
			630-09-50101-393-000	06/12-SE#2921 PARTS/	82.13
			630-09-50101-393-000	06/12-SE PARTS/MATER	55.58
				..... CHECK TOTAL	4,528.44

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118441	7/11	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2012-3RD PYMNT	104,875.62
118442	7/11	GENERAL COMMUNICATIONS, INC.	520-09-50401-347-000	03/12-TD MISC. ITEMS	220.00
118443	7/11	CARDINAL HEALTH	206-02-52205-318-000	06/12 FD MEDICAL SUP	539.37
			206-02-52205-318-000	06/12 FD MEDICAL SUP	101.45
			206-02-52205-318-000	06/12 FD MEDICAL SUP	20.34
			206-02-52205-318-000	06/12 FD MEDICAL SUP	13.19
				..... CHECK TOTAL	674.35
118444	7/11	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	06/12 CONCRETE/MTRL	5,465.37
			110-03-53103-354-000	06/12 AGGR MATERIAL	541.53
			110-03-53103-355-000	06/12 CONCRETE/MTRL	206.50
				..... CHECK TOTAL	6,213.40
118445	7/11	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	05/12 12-070072 LAB	99.20
			110-02-52101-219-000	06/12 12-081443 LAB	49.60
			110-02-52101-219-000	06/12 12-078622 LAB	49.60
				..... CHECK TOTAL	198.40
118446	7/11	KENOSHA NEWS	110-00-21104-000-000	06/12 LIQUOR LIC RNW	103.09
			110-00-21104-000-000	06/12 STEIN BP-AD	46.37
				..... CHECK TOTAL	149.46
118447	7/11	FIRST SUPPLY CO.	524-05-50101-246-000	06/12 PA SUPPLIES AN	88.52
			110-05-55109-249-000	06/12 PA SUPPLIES AN	23.70
			110-05-55109-249-000	06/12 PA SUPPLIES AN	12.23
				..... CHECK TOTAL	124.45
118448	7/11	VULCAN MATERIALS COMPANY	110-03-53103-354-000	06/12-ST AGGREGATE M	1,044.31
118449	7/11	WILLKOMM INC., JERRY	630-09-50101-392-000	06/12-SE DIESEL FUEL	22,899.18
118450	7/11	WIS DEPT OF REVENUE	110-00-21512-000-000	06/16-30/12 DEDUCTS	112,921.63
118451	7/11	PAYNE & DOLAN INC.	110-03-53103-355-000	06/12 ASPHALT MATERI	1,124.63
118452	7/11	REINDERS INC.	521-09-50101-344-000	06/12 AR MAINTENANCE	119.28
			630-09-50101-393-000	06/12 #2412 PARTS &	118.46
			521-09-50101-344-000	06/12 AR MAINTENANCE	95.98
			630-09-50101-393-000	06/12 #2412 PARTS &	36.29
				..... CHECK TOTAL	370.01

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118453	7/11	SOUTHPORT VACUUM	110-02-52203-246-000	06/12-FD#3 REPAIR/SU	80.25
118454	7/11	WIS FUEL & HEATING INC	630-09-50101-393-000	06/12-CE LUBRICANTS/	1,737.90
			630-09-50101-393-000	06/12-CE LUBRICANTS/	1,656.00
			630-09-50101-393-000	06/12-CE LUBRICANTS/	1,287.00
				..... CHECK TOTAL	4,680.90
118455	7/11	LARK UNIFORM, INC.	110-02-52103-367-000	06/12-PD#495 UNIFORM	259.95
			110-02-52103-367-000	06/12-PD#566 UNIFORM	233.80
				..... CHECK TOTAL	493.75
118456	7/11	STANDARD INDUSTRIAL & AUTO	520-09-50201-235-000	ROTARY JOYSTICK	665.80
118457	7/11	PREISS, IRENE	110-02-52203-165-000	07/12 BENEFITS	410.53
118458	7/11	ZAK, PAUL	110-02-52203-165-000	07/12 BENEFITS	861.97
118459	7/11	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	TREE PLANTING	14,300.00
118460	7/11	WIS DEPT OF REVENUE	110-00-21581-000-000	06/01-30/12 DEDUCTS	809.24
118461	7/11	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	07/12 CT ARMORED CAR	297.44
118462	7/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	06/12-SW TOOLS/SUPPL	284.80
			501-09-50105-355-000	06/12-SW TOOLS/SUPPL	109.47
			501-09-50105-344-000	06/12-SW TOOLS/SUPPL	19.44
				..... CHECK TOTAL	413.71
118463	7/11	HOLLAND SUPPLY, INC.	501-09-50105-344-000	06/12-SW HYDRAULIC F	124.97
118464	7/11	INTERSPIRO	110-02-52203-235-000	06/12-FD SCBA PARTS	730.80
118465	7/11	T-MOBILE	501-09-50103-226-000	5/08-6/07 WIRELESS C	42.19
118466	7/11	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	06/12 SW MERCHANDISE	385.00
			501-09-50105-355-000	06/12 SW MERCHANDISE	150.00
				..... CHECK TOTAL	535.00
118467	7/11	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	06/12 FD PARTS/MATER	507.55

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118468	7/11	AVG TECHNOLOGIES USA INC	761-09-50101-316-000	INTERNET SECURITY	110.33
118469	7/11	CICCHINI ASPHALT LLC	501-09-50105-355-000	ASPHALT INSTALLATION	2,656.00
118470	7/11	ECO/SAFE PLUS, LLC	520-09-50401-382-000	ENZYMATIC RIMSTICK	90.00
118471	7/11	GUTTORMSEN LAW OFFICE, LLC	110-01-50401-219-000	05/12 LEGAL COUNSEL	625.00
118472	7/11	HUMANA CLAIMS	611-09-50101-155-527	07/06/12 MED CLAIMS	119,264.70
			611-09-50101-155-527	07/10/11 MED CLAIMS	65,427.74
			611-09-50101-155-527	07/09/11 PHARMACY	15,017.89
			611-09-50101-155-527	07/05/12 MED CLAIMS	5,731.08
			611-09-50101-155-527	07/09/11 MED CLAIMS	5,583.19
			611-09-50101-155-527	07/05/12 PHARMACY	5,267.31
			611-09-50101-155-527	07/06/12 PHARMACY	4,724.40
			611-09-50101-155-527	07/10/11 PHARMACY	3,264.69
				..... CHECK TOTAL	224,281.00
118473	7/11	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	06/12-SE#2059 SERVIC	641.37
118474	7/11	FRONTIER	110-02-52203-225-000	6/22-7/21/12 FIRE	41.66
118475	7/11	BOGDALA, DAVID	110-01-50101-265-000	07/12 REIMBURSE	130.00
118476	7/11	HAUGAARD, ERIC	110-01-50101-265-000	07/12 REIMBURSE	130.00
118477	7/11	JULIANA, PATRICK	110-01-50101-265-000	07/12 REIMBURSE	130.00
118478	7/11	KENNEDY, ANTHONY	110-01-50101-265-000	07/12 REIMBURSE	130.00
118479	7/11	LAMACCHIA, ROCCO	110-01-50101-265-000	07/12 REIMBURSE	130.00
118480	7/11	MICHALSKI, JAN	110-01-50101-265-000	07/12 REIMBURSE	88.00
118481	7/11	OHNSTAD, TOD	110-01-50101-265-000	07/12 REIMBURSE	130.00
118482	7/11	ORTH, MICHAEL	110-01-50101-265-000	07/12 REIMBURSE	130.00
118483	7/11	PROZANSKI, DANIEL	110-01-50101-265-000	07/12 REIMBURSE	130.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118484	7/11	RUFFOLO, G JOHN	110-01-50101-265-000	07/12 REIMBURSE	130.00
118485	7/11	INSTY-PRINTS	110-02-52103-311-000	06/12 PD-ANIMAL BITE	131.46
			501-09-50101-311-000	06/12 SW-WORK ORDERS	43.20
			110-03-53103-311-000	06/12 ST-WORK ORDERS	43.20
				..... CHECK TOTAL	217.86
118486	7/11	JOHN M. ELLSWORTH CO., INC.	520-09-50201-317-000	OILDRAIN RECEIVER	533.77
118487	7/11	GORDON, SCOTT	110-01-50101-265-000	07/12 REIMBURSE	130.00
118488	7/11	MATHEWSON, KEVIN	110-01-50101-265-000	07/12 REIMBURSE	130.00
118489	7/11	SCHWARTZ, CHRISTINE	110-01-50101-265-000	07/12 REIMBURSE	130.00
118490	7/11	WILSON, CURT	110-01-50101-265-000	07/12 REIMBURSE	130.00
118491	7/11	SHORELINE BUILDERS	405-11-50905-589-000	EST 1-DREDGING PROJ	77,647.00
			405-11-51105-589-000	EST 1-DREDGING PROJ	3,863.00
				..... CHECK TOTAL	81,510.00
118492	7/11	INTERNATIONAL ASSOC OF BOMB	110-02-52107-264-000	2012 RTC DELEGATES	800.00
118493	7/11	APEX PRINT TECHNOLOGIES	110-01-50901-219-000	ASSESSMENT NOTICES	4,622.19
			110-01-51306-312-000	ASSMT NOTC POSTAGE	954.86
			110-01-50901-311-000	ASSMT ENVELOPES	19.95
				..... CHECK TOTAL	5,597.00
118494	7/11	CDW-G	110-01-51102-539-000	06/12 DP COMPUTER EQ	464.05
			110-01-51102-539-000	06/12 DP COMPUTER EQ	444.54
				..... CHECK TOTAL	908.59
118495	7/11	ELLIS MANUFACTURING, INC.	632-09-50101-389-000	BAND SAW BLADES	878.44
			632-09-50101-361-000	BAND SAW VISE	180.00
			632-09-50101-361-000	HYDRAULIC ASSY	120.00
				..... CHECK TOTAL	1,178.44
118496	7/11	WASTE MANAGEMENT	633-09-50101-253-000	07/12-LI WEEKLY PICK	90.14
			110-01-51801-246-000	07/12-MB PULL CHARGE	55.70
			521-09-50101-219-000	07/12-AR PAPER RECYC	54.08
				..... CHECK TOTAL	199.92

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118497	7/11	MENARDS (KENOSHA)	110-03-53103-389-000	06/12-ST MERCHANDISE	476.19
			110-02-52206-366-000	06/12-FD#4 MERCHANDI	248.10
			110-02-52203-382-000	06/12-FD#4 MERCHANDI	163.38
			110-02-52206-366-000	06/12-FD#4 MERCHANDI	155.59
			420-11-51102-583-000	06/12-IT REMODEL MER	134.22
			110-05-55109-357-000	06/12-PA MERCHANDISE	129.00
			420-11-51102-583-000	06/12-IT REMODEL MER	94.36
			110-02-52203-382-000	06/12-FD#3 MERCHANDI	74.55
			110-05-55109-357-000	06/12-PA MERCHANDISE	30.96
			110-02-52203-382-000	06/12-FD#4 MERCHANDI	29.08
			110-03-53109-375-000	06/12-ST MERCHANDISE	21.61
			110-03-53109-361-000	06/12-ST MERCHANDISE	19.52
				..... CHECK TOTAL	1,576.56
118498	7/11	EWALD CHEVROLET/BUICK/GEO	422-11-51205-561-000	2013 FORD SEDAN	170,488.00
			422-11-51205-561-000	OPTIONAL EQUIPMENT	16,400.00
			422-11-51205-561-000	DESTINATION CHARGE	6,360.00
				..... CHECK TOTAL	193,248.00
118499	7/11	GRAINGER	110-02-52206-366-000	06/12-FD PARTS/MATER	33.92
118500	7/11	CONTROLL FORMS INC	110-02-52103-311-000	PARKING TICKET BOOKS	2,662.48
118501	7/11	BLUEGLOBES INC.	521-09-50101-375-000	06/12 AR LIGHTS/MISC	180.46
118502	7/11	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBROOK WATER	100.19
			110-09-56519-259-000	80TH ST-CLEAN WATER	61.67
			110-09-56519-259-000	80TH ST (8) WATER	15.26
				..... CHECK TOTAL	177.12
118503	7/11	RUFFALO PAINTING COMPANY INC	414-11-51102-583-000	PAINTING/	9,089.00
			414-11-51202-583-000	PAINTING	3,076.00
				..... CHECK TOTAL	12,165.00
118504	7/11	RIMKUS, JASON	761-09-50101-111-000	07/01-15/12 SERVICE	1,896.02
			761-00-21514-000-000	07/01-15/12 SERVICE	27.50CR
			761-00-21511-000-000	07/01-15/12 SERVICE	79.64CR
			761-00-21599-000-000	07/01-15/12 SERVICE	94.80CR
			761-00-21512-000-000	07/01-15/12 SERVICE	106.70CR
			761-00-21513-000-000	07/01-15/12 SERVICE	225.00CR
				..... CHECK TOTAL	1,362.38

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118505	7/11	PIRO, RALPH	761-09-50101-111-000	07/01-15/12 SERVICE	898.48
			761-00-21514-000-000	07/01-15/12 SERVICE	13.03CR
			761-00-21599-000-000	07/01-15/12 SERVICE	25.00CR
			761-00-21511-000-000	07/01-15/12 SERVICE	37.74CR
			761-00-21512-000-000	07/01-15/12 SERVICE	39.30CR
			761-00-21513-000-000	07/01-15/12 SERVICE	75.00CR
				..... CHECK TOTAL	708.41
118506	7/11	AIRGAS NORTH CENTRAL	206-02-52205-389-000	06/12 FD #4 OXYGEN C	79.51
118507	7/11	GANDER MOUNTAIN	110-02-52106-365-000	06/12-SUPPLIES/EQUIP	45.49
118508	7/11	RED THE UNIFORM TAILOR	110-02-52103-367-000	04/12 POLICE UNIFORM	725.09
			110-02-52103-367-000	06/12 POLICE UNIFORM	182.97
			110-02-52206-367-000	06/12 FD-UNIFORMS	178.45
			110-02-52206-367-000	06/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	06/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	06/12 FD-UNIFORMS	167.50
			110-02-52206-367-000	06/12 FD-UNIFORMS	143.75
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52103-367-000	06/12 POLICE UNIFORM	133.90
			110-02-52206-367-000	06/12 FD-UNIFORMS	131.70
			110-02-52103-367-000	06/12 POLICE UNIFORM	91.00
			110-02-52206-367-000	06/12 FD-UNIFORMS	73.20
			110-02-52206-367-000	06/12 FD-UNIFORMS	68.50
			110-02-52103-367-000	06/12 POLICE UNIFORM	66.95
			110-02-52206-367-000	06/12 FD-UNIFORMS	61.50
			110-02-52206-367-000	06/12 FD-UNIFORMS	60.00
			110-02-52206-367-000	06/12 FD-UNIFORMS	43.80
			110-02-52206-367-000	06/12 FD-UNIFORMS	36.50
			110-02-52103-367-000	06/12 POLICE-OVRCHG	175.80CR
	..... CHECK TOTAL	2,993.51			
118509	7/11	AVI SYSTEMS, INC	761-09-50101-230-000	KCM EQUIP REPAIRS	111.00
118510	7/11	AURORA MEDICAL GROUP	110-01-51303-216-000	5-6/12 SCREENS	1,164.00
			110-02-52103-219-000	5-6/12 SCREENS	1,127.00
				..... CHECK TOTAL	2,291.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118511	7/11	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	3 EVALUATIONS	1,455.00
118512	7/11	PEREZ, REBECCA	110-00-21905-000-000	BEACHHOUSE 07/01/12	300.00
118513	7/11	NEHLS, THERESA	110-00-44709-000-000	BARTENDER LICENSE	50.00
118514	7/11	BERRY, JESSICA	110-00-21905-000-000	ORIBILETTI 6/30/12	100.00
118515	7/11	DEVER, DAWN	110-00-21905-000-000	BEACHHOUSE 6/30/12	300.00
118516	7/11	BURTON, JASON	110-00-21905-000-000	BEACHHOUSE 6/29/12	100.00
118517	7/11	KRAMER, ERIC T	110-00-44709-000-000	BARTENDER LICENSE	50.00
118518	7/11	OLDHAM, TAD J	110-00-44709-000-000	BARTENDER LICENSE	50.00
118519	7/11	GUST, SEAN R	110-00-44709-000-000	BARTENDER LICENSE	50.00
118520	7/11	O'REILLY, KARLIE J	110-00-44709-000-000	BARTENDER LICENSE	50.00
118521	7/11	ROCHE, JENNIFER	110-00-44709-000-000	BARTENDER LICENSE	50.00
118522	7/11	KENNEDY, JACY M	110-00-44709-000-000	BARTENDER LICENSE	50.00
118523	7/11	WILKE, BRIAN	110-01-51601-261-000	06/12 78 MILES	43.29
118524	7/13	A & B PRO HARDWARE	633-09-50101-246-000	06/12 LI-SUPL/SERVC	40.00
			110-02-52203-382-000	06/12 FD-SUPL/SERVC	8.25
			110-02-52203-246-000	06/12 FD-SUPL/SERVC	7.61
				..... CHECK TOTAL	55.86
118525	7/13	LUXURY LIMOSINE	222-09-50101-259-908	MISS AMERICA 7/01	765.00
			222-09-50101-259-908	MISS AMERICA 6/30	431.25
				..... CHECK TOTAL	1,196.25
118526	7/13	BINDELLI BROTHERS, INC	110-09-56501-259-569	06/12 6417 22ND AVE	92.12
			110-09-56501-259-569	06/12 6408 30TH AVE	72.12
				..... CHECK TOTAL	164.24
118527	7/13	NEW FLYER	520-09-50201-347-000	06/12-BUS PARTS	578.46
			520-09-50201-347-000	06/12-BUS PARTS	222.00
			520-09-50201-347-000	06/12-BUS PARTS	20.50
				..... CHECK TOTAL	820.96

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118528	7/13	RNOW, INC.	630-09-50101-393-000	PARTS FOR FLEET 2886	2,988.31
118529	7/13	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	06/12-ST ELECTRICAL	59.12
			110-03-53109-375-000	06/12-ST ELECTRICAL	28.18
			110-03-53109-375-000	06/12-ST ELECTRICAL	10.28
				..... CHECK TOTAL	97.58
118530	7/13	BIO-AQUATIC SERVICES, LLC	110-05-55109-219-000	WEED CONTROL	3,540.00
118531	7/13	KENOSHA CO HEALTH DIVISION	257-06-50559-259-000	#5449055 RELOCATE	9,578.36
118532	7/13	ICMA RETIREMENT TRUST	110-00-21572-000-000	07/01-15/12 CONTRIB	46,725.45
			110-00-21599-000-000	07/01-15/12 CONTRIB	5,315.00
				..... CHECK TOTAL	52,040.45
118533	7/13	CARDINAL HEALTH	206-02-52205-318-000	06/12 FD MEDICAL SUP	627.74
			206-02-52205-318-000	06/12 FD MEDICAL SUP	263.95
				..... CHECK TOTAL	891.69
118534	7/13	KRANZ, INC.	630-09-50101-393-000	06/12-SE PRODUCTS	1,350.84
118535	7/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	07/13/12 CITY SAL	41,736.79
			110-00-21562-000-000	07/13/12 CITY HRLY	12,715.24
			110-00-21562-000-000	07/13/12 WATER SAL	7,039.50
			110-00-21562-000-000	07/13/12 LIBRARY SAL	6,300.00
			110-00-21562-000-000	07/13/12 WATER HRLY	3,188.35
				..... CHECK TOTAL	70,979.88
118536	7/13	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	07/12 ANIMAL CONTROL	11,689.78
118537	7/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	07/13/12 CITY SAL	749.82
			110-00-21541-000-000	07/13/12 LIBRARY SAL	230.00
			110-00-21541-000-000	07/13/12 WATER SAL	47.00
				..... CHECK TOTAL	1,026.82
118538	7/13	LABOR PAPER, THE	110-01-50101-321-000	06/12 2ND READ ORDS	20.74
118539	7/13	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/31/12 W/C	570.94
			110-09-56405-161-000	6/1/12 W/C	95.75
				..... CHECK TOTAL	666.69

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118540	7/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	07/13/12 SAL DEDUCTS	92,238.00
118541	7/13	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	08/12 PREMIUM	12,321.03
			110-09-56304-156-000	08/12 PREMIUM	6,187.74
			110-00-15601-000-000	08/12 PREMIUM	1,411.02
			110-00-15201-000-000	08/12 PREMIUM	1,078.92
			520-09-50101-156-000	08/12 PREMIUM	574.06
			110-00-15202-000-000	08/12 PREMIUM	328.64
			631-09-50101-156-000	08/12 PREMIUM	211.09
			632-09-50101-156-000	08/12 PREMIUM	164.64
			110-00-14401-000-000	08/12 PREMIUM	89.64
			521-09-50101-156-000	08/12 PREMIUM	77.86
			520-09-50101-156-000	08/12 PREMIUM	49.21
			520-09-50201-156-000	08/12 PREMIUM	39.58
			520-09-50301-156-000	08/12 PREMIUM	29.34
			630-09-50101-156-000	08/12 PREMIUM	26.84
			501-09-50101-156-000	08/12 PREMIUM	22.39
			520-09-50403-156-000	08/12 PREMIUM	14.52
			520-09-50401-156-000	08/12 PREMIUM	12.41
			501-09-50103-156-000	08/12 PREMIUM	1.08
				..... CHECK TOTAL	22,640.01
118542	7/13	BADGER TRUCK CENTER	630-09-50101-393-000	06/12 SE #2235 PARTS	234.22
			630-09-50101-393-000	06/12 SE PARTS & MAT	122.12
				..... CHECK TOTAL	356.34
118543	7/13	SHOPKO	520-09-50106-311-000	06/12 TD MERCHANDISE	51.45
118544	7/13	TRAFFIC & PARKING CONTROL CO	110-03-53109-374-000	TRANSFORMER BASE	3,018.00
118545	7/13	WILLKOMM INC., JERRY	630-09-50101-392-000	06/12-SE DIESEL FUEL	21,539.96
			521-09-50101-341-000	06/12-AR FUEL	2,225.30
				..... CHECK TOTAL	23,765.26
118546	7/13	WE ENERGIES	110-01-51801-221-000	#27 05/25-06/26	6,603.56
			520-09-50301-221-000	#27 05/29-06/26	4,025.56
			521-09-50101-221-000	#27 05/29-06/27	3,192.26
			520-09-50401-221-000	#27 05/23-06/22	2,178.23
			110-05-55111-221-000	#27 05/25-06/26	1,733.48
			110-03-53103-221-000	#27 05/24-06/22	1,084.87
			110-05-55109-221-000	#27 05/24-06/22	1,013.48
			110-02-52203-221-000	#27 05/23-06/24	975.25
			110-02-52203-221-000	#27 05/29-06/27	869.59
			110-01-51802-221-000	#27 912 35TH ST	675.11
			110-02-52203-221-000	#27 05/23-06/24	628.15
			110-03-53109-221-000	#27 05/28-06/26	503.48
			110-03-53109-221-000	#27 05/23-06/26	412.50
			110-03-53109-221-000	#27 05/30-06/28	376.41
			110-03-53109-221-000	#27 05/29-06/27	358.29

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#27 05/02-06/01	270.48
			110-02-52110-221-000	#27 05/24-06/25	254.87
			110-03-53109-221-000	#27 05/23-06/24	234.02
			110-05-55111-221-000	#27 05/24-06/25	231.47
			110-01-51802-221-000	#27 1715 52ND ST	133.10
			110-01-51801-222-000	#27 05/24-06/25	121.84
			110-03-53103-221-000	#27 05/23-06/24	118.79
			633-09-50101-222-000	#27 05/23-06/24	116.81
			110-03-53103-222-000	#27 05/24-06/22	107.59
			110-02-52203-222-000	#27 05/22-06/21	96.78
			110-03-53109-221-000	#27 05/24-06/25	88.23
			110-03-53116-222-000	#27 05/24-06/25	85.37
			520-09-50301-222-000	#27 05/28-06/26	83.15
			110-01-51802-221-000	#27 2210 52ND ST	70.74
			110-05-55109-222-000	#27 05/23-06/24	56.71
			110-02-52203-222-000	#27 05/29-06/27	54.15
			110-03-53103-222-000	#27 05/23-06/24	53.42
			110-02-52203-222-000	#27 05/24-06/25	53.20
			110-05-55109-221-000	#27 05/30-06/28	46.42
			521-09-50101-222-000	#27 05/29-06/27	40.08
			110-02-52203-222-000	#27 05/23-06/24	38.13
			110-05-55111-222-000	#27 05/24-06/25	36.48
			632-09-50101-222-000	#27 05/23-06/24	35.94
			520-09-50401-222-000	#27 05/22-06/21	25.50
			110-03-53103-221-000	#27 05/24-06/25	18.13
			110-05-55109-221-000	#27 05/28-06/26	17.13
			110-02-52110-222-000	#27 05/24-06/25	13.33
			110-05-55109-222-000	#27 05/28-06/26	8.41
			110-02-52103-222-000	#27 05/30-06/28	8.41
			110-05-55102-221-000	#27 05/28-06/26	7.73
				..... CHECK TOTAL	27,156.63
118547	7/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	07/13/12 DEDUCTION	260.66
118548	7/13	UNITED STATES TREASURY	110-00-21581-000-000	07/13/12 DEDUCTION	245.00
			110-00-21581-000-000	07/13/12 DEDUCTION	20.00
				..... CHECK TOTAL	265.00
118549	7/13	REINDERS INC.	110-05-55109-353-000	GRASS SEED	4,000.00
			110-05-55109-344-000	06/12 PARTS AND SERV	320.09
			110-05-55109-344-000	06/12 PA PARTS AND S	152.34
			524-05-50101-249-000	06/12 GO PARTS AND S	28.82
				..... CHECK TOTAL	4,501.25

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118550	7/13	AMERICAN BOTTLING CO.	524-05-50101-397-000	06/12-GO SOFT DRINKS	304.75
118551	7/13	WIS FUEL & HEATING INC	520-09-50106-341-000	06/12-TD DIESEL FUEL	22,280.50
118552	7/13	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	06/12-GO PARTS/SERVI	47.34
118553	7/13	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	06/12 SE REPAIR FUEL	1,103.25
			630-09-50101-235-000	06/12 SE REPAIR FUEL	159.56
				..... CHECK TOTAL	1,262.81
118554	7/13	BROOKS TRACTOR, INC.	110-03-53103-344-000	TRASMISSION REPAIR/	21,789.94
			110-03-53103-344-000	ADDITIONAL REPAIRS	19,406.80
				..... CHECK TOTAL	41,196.74
118555	7/13	C.J.W., INC.	524-05-50101-397-000	06/12 CONSUMABLE MER	211.26
			524-05-50101-397-000	06/12 CONSUMABLE MER	164.64
				..... CHECK TOTAL	375.90
118556	7/13	CAMOSY CONSTRUCTION CO., INC	405-11-50910-589-000	EST 2-WATER FEATURE	60,000.00
			405-11-51005-589-000	EST 2-WATER FEATURE	29,993.75
			405-11-50809-589-000	EST 2-WATER FEATURE	2,816.50
				..... CHECK TOTAL	92,810.25
118557	7/13	A & R DOOR SERVICE	110-02-52203-246-000	07/12 FD #2 DOOR REP	217.00
			501-09-50105-246-000	06/12 SW DOOR REPAIR	136.00
				..... CHECK TOTAL	353.00
118558	7/13	CHASE BANK KENOSHA	110-00-21513-000-000	07/13/12 DEDUCTS	228,577.42
			110-00-21612-000-000	07/13/12 DEDUCTS	79,548.78
			110-00-21511-000-000	07/13/12 DEDUCTS	53,888.76
			110-00-21614-000-000	07/13/12 DEDUCTS	24,295.06
			110-00-21514-000-000	07/13/12 DEDUCTS	24,294.79
				..... CHECK TOTAL	410,604.81
118559	7/13	CHASE BANK KENOSHA	761-00-21513-000-000	06/12 KCM DEDUCTS	600.00
			761-09-50101-158-000	06/12 KCM DEDUCTS	346.50
			761-00-21511-000-000	06/12 KCM DEDUCTS	234.76
			761-00-21514-000-000	06/12 KCM DEDUCTS	81.06
			761-09-50101-158-000	06/12 KCM DEDUCTS	81.03
				..... CHECK TOTAL	1,343.35

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118560	7/13	ZILSKE LAW FIRM S C	110-09-56405-212-000	3/12/12 W/C	70.00
			110-09-56405-212-000	4/12/12 W/C	28.00
				..... CHECK TOTAL	98.00
118561	7/13	DWD-UI	520-09-50101-157-000	06/12 UNEMPLOYMENT	4,694.28
			110-09-56308-157-000	06/12 UNEMPLOYMENT	2,529.66
			110-00-15201-000-000	06/12 UNEMPLOYMENT	472.00
				..... CHECK TOTAL	7,695.94
118562	7/13	TDS METROCOM	110-01-51801-227-000	06/12 FIRE	172.44
			110-01-51801-225-000	06/12 FIRE	74.92
				..... CHECK TOTAL	247.36
118563	7/13	TDS METROCOM	110-01-51801-227-000	07/12 MAIN LINES	3,889.85
			110-01-51801-225-000	07/12 MAIN-CALLS	478.64
			110-00-14401-000-000	07/12 MAIN LINES	364.43
			110-00-15202-000-000	07/12 MAIN LINES	307.23
			520-09-50301-227-000	07/12 MAIN LINES	303.00
			110-03-53103-227-000	07/12 MAIN LINES	244.31
			110-05-55109-227-000	07/12 MAIN LINES	239.33
			521-09-50101-227-000	07/12 MAIN LINES	230.84
			632-09-50101-227-000	07/12 MAIN LINES	152.24
			501-09-50101-227-000	07/12 MAIN LINES	133.85
			524-05-50101-227-000	07/12 MAIN LINES	102.71
			110-02-52110-227-000	07/12 MAIN LINES	92.89
			520-09-50401-227-000	07/12 MAIN LINES	92.05
			110-02-52108-225-000	07/12 MAIN LINES	83.56
			110-02-52203-227-000	07/12 MAIN LINES	81.08
			110-03-53116-227-000	07/12 MAIN LINES	55.23
			110-03-53103-225-000	07/12 MAIN-CALLS	44.68
			520-09-50301-225-000	07/12 MAIN-CALLS	40.18
			206-02-52205-227-000	07/12 MAIN LINES	36.82
			110-05-55111-227-000	07/12 MAIN LINES	36.82
			110-02-52110-225-000	07/12 MAIN-CALLS	35.07
			632-09-50101-225-000	07/12 MAIN-CALLS	29.85
			110-02-52108-225-000	07/12 MAIN-CALLS	28.30
			501-09-50101-225-000	07/12 MAIN-CALLS	20.06
			110-05-55109-225-000	07/12 MAIN-CALLS	15.32
			524-05-50101-225-000	07/12 MAIN-CALLS	10.38
			521-09-50101-225-000	07/12 MAIN-CALLS	8.21
			110-03-53116-225-000	07/12 MAIN-CALLS	3.65
			110-02-52203-225-000	07/12 MAIN-CALLS	1.40
			110-05-55111-225-000	07/12 MAIN-CALLS	.77
			520-09-50401-227-000	07/12 MAIN-CALLS	.42
			206-02-52205-227-000	07/12 MAIN-CALLS	.35
					..... CHECK TOTAL

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118564	7/13	OFFICEMAX	110-01-51201-311-000	06/12 CT #2211 OFFC	234.09
			110-03-53101-311-000	06/12 PW #2216 OFFC	139.67
			110-01-51601-311-000	06/12 CD #2217 OFFC	100.19
			110-01-50301-311-000	06/12 LE #2213 OFFC	60.58
			631-09-50101-311-000	06/12 PW #2216 OFFC	51.71
			110-03-53101-311-000	06/12 PW #2216 OFFC	9.52
			110-01-51601-311-000	06/12 CD #2217 OFFC	3.75
			110-03-53101-311-000	06/12 PW #2216 RETN	7.98CR
			110-01-51601-311-000	06/12 CD #2217 RETN	9.65CR
			..... CHECK TOTAL	581.88	
118565	7/13	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	06/12-SE MATERIALS	1,230.10
118566	7/13	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	06/12-SE PARTS/SERVI	1,466.00
118567	7/13	LEE'S RENT IT	501-09-50105-282-000	06/12-ST EQUIP RENTA	144.97
118568	7/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	07/13/12 SAL DEDUCTS	779.00
118569	7/13	US MARSHAL SERVICE	110-00-21109-000-000	SEIZURE #12-094248	2,634.00
118570	7/13	DOWNING, JESSE	110-01-50101-265-000	07/12 REIMBURSE	130.00
118571	7/13	INTEGRATED TIME PRODUCTS	110-03-53103-232-000	TIME CLOCK MAINT.	145.00
118572	7/13	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	06/12 PD-#10 WDW EPS	110.00
			520-09-50106-311-000	06/12 TD-BUS CARDS	45.00
				..... CHECK TOTAL	155.00
118573	7/13	REGISTRATION FEE TRUST	110-09-56519-909-000	REG/PLATES #3200	70.50
118574	7/13	REGISTRATION FEE TRUST	110-09-56519-909-000	LICENSE/TITLE #3195	74.50
			110-09-56519-909-000	LICENSE/TITLE #3194	74.50
			110-09-56519-909-000	LICENSE/TITLE #3193	74.50
			110-09-56519-909-000	LICENSE/TITLE #3192	74.50
				..... CHECK TOTAL	298.00
118575	7/13	REGISTRATION FEE TRUST	110-09-56519-909-000	LICENSE/TITLE #3191	74.50
			110-09-56519-909-000	LICENSE/TITLE #3190	74.50
			110-09-56519-909-000	LICENSE/TITLE #3189	74.50
			110-09-56519-909-000	LICENSE/TITLE #3188	74.50
				..... CHECK TOTAL	298.00
118576	7/13	REGISTRATION FEE TRUST	110-09-56519-909-000	TITLE/REG #3170	70.50
			110-09-56519-909-000	TITLE/REG #3169	70.50
				..... CHECK TOTAL	141.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118577	7/13	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	06/12 SW MERCHANDISE	545.00
			501-09-50105-355-000	06/12 SW MERCHANDISE	165.00
				..... CHECK TOTAL	710.00
118578	7/13	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	05/12 FD PARTS/MATER	143.58
118579	7/13	UNITED HOSPITAL SYSTEM	110-09-56405-161-000	7/5/12 W/C	7.50
118580	7/13	CICCHINI ASPHALT LLC	401-11-51101-585-000	FINAL-RESURFACING	2,000.00
118581	7/13	O'LEARY'S CONTRACTORS	501-09-50105-369-000	TRASH PUMP, 3"	1,195.00
			501-09-50105-369-000	SUCTION HOSE	245.00
			501-09-50105-369-000	DISCHARGE HOSE	61.00
			501-09-50105-369-000	STRAINER	20.00
				..... CHECK TOTAL	1,521.00
118582	7/13	INTERNATIONAL ASSOC OF	110-02-52201-323-000	D. SANTELLI RNWL	204.00
118583	7/13	HOERNEL LOCK & KEY, INC.	110-02-52110-246-000	06/12-PD SAFETY CTR	143.96
			520-09-50201-246-000	06/12-TD LOCKS & KEY	42.00
				..... CHECK TOTAL	185.96
118584	7/13	LAKESIDE INTERNATIONAL TRUCK	110-05-55109-344-000	PERFORM REPAIRS	1,078.52
118585	7/13	HUMANA CLAIMS	611-09-50101-155-527	07/11/12 MED CLAIMS	30,586.72
			611-09-50101-155-527	07/12/12 MED CLAIMS	5,263.79
			611-09-50101-155-527	07/12/12 PHARMACY	4,938.68
			611-09-50101-155-527	07/11/12 PHARMACY	1,814.50
				..... CHECK TOTAL	42,603.69
118586	7/13	KETCHUM	110-01-51201-311-000	CAT LICENSE	126.55
118587	7/13	WASTE MANAGEMENT OF WI	110-03-53117-253-416	06/12 1207.94 TONS	27,565.19
			110-03-53117-253-416	06/12 WDNR TONNAGE	15,703.22
			110-03-53117-253-417	06/12 96.41 TONS	2,200.08
			420-11-51002-589-000	WASTE DISPOSAL	2,041.77
			110-03-53117-253-417	06/12 12 CMPT PULLS	1,966.21
			110-03-53117-253-416	06/12 FUEL SURCHARGE	1,951.63
			501-09-50104-253-000	06/12 84.94 TONS	1,938.33
			110-03-53117-253-417	06/12 WDNR TONNAGE	1,253.33
			501-09-50104-253-000	06/12 WDNR TONNAGE	1,104.22
			110-03-53117-253-416	06/12 ENVIRO SURCHG	348.00
			110-03-53117-253-417	06/12 FUEL SURCHARGE	296.13
			501-09-50105-253-000	06/12 6.81 TONS	166.81
			501-09-50104-253-000	06/12 FUEL SURCHARGE	139.13
			501-09-50105-253-000	06/12 ENVIRO SURCHG	88.53
			110-03-53117-253-417	06/12 ENVIRO SURCHG	72.00
			501-09-50104-253-000	06/12 ENVIRO SURCHG	66.00
			501-09-50105-253-000	06/12 FUEL SURCHARGE	12.56

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50105-253-000	06/12 ENVIRO SURCHG	12.00
				..... CHECK TOTAL	56,925.14
118588	7/13	DIVERSIFIED COLLECTION SVCS	110-00-21571-000-000	07/13/12 DEDUCTION	31.76
118589	7/13	STERICYCLE, INC	611-09-50101-155-504	MAILBACK PROGRAM	103.95
118590	7/13	REMY BATTERY CO., INC.	630-09-50101-393-000	06/12-CE BATTERIES	532.25
			630-09-50101-393-000	06/12-CE BATTERIES	131.37
				..... CHECK TOTAL	663.62
118591	7/13	BOSTROM, STEVE	110-01-50101-265-000	07/12 REIMBURSE	130.00
118592	7/13	PELION BENEFITS, INC.	110-00-21517-000-000	07/1-15/12 DEDUCTS	4,425.87
118593	7/13	WIS DEPT OF REVENUE	761-00-21512-000-000	06/12 KCM DEDUCTS	292.00
118594	7/13	JOHNSON BANK	110-00-21532-000-000	07/13/12 CITY SAL	7,832.01
			110-00-21532-000-000	07/13/12 WATER SAL	2,421.24
			110-00-21532-000-000	07/13/12 MUSEUM SAL	1,439.17
			110-00-21532-000-000	07/13/12 CITY HRLY	720.39
			110-00-21532-000-000	07/13/12 WATER HRLY	499.62
				..... CHECK TOTAL	12,912.43
118595	7/13	ROSENBERG, KEITH	110-01-50101-265-000	07/12 REIMBURSE	130.00
118596	7/13	NIELSEN MADSEN & BARBER SC	405-11-51005-589-000	06/12 WATER FEATURE	3,939.84
118597	7/13	TENNESSEE CHILD SUPPORT	110-00-21581-000-000	07/13/12 DEDUCTION	71.53
118598	7/13	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	06/12-PA IRRIGATION	555.47
118599	7/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	07/13/12 DEDUCTION	545.00
			110-00-21581-000-000	07/13/12 DEDUCTION	419.00
			110-00-21581-000-000	07/13/12 DEDUCTION	283.00
			110-00-21581-000-000	07/13/12 DEDUCTION	104.00
				..... CHECK TOTAL	1,351.00
118600	7/13	WAUSAU EQUIPMENT CO.	420-11-51201-579-000	REPL PLOWS/DEFLECTOR	54,808.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118601	7/13	MENARDS (KENOSHA)	205-03-53119-353-000	06/12-ST MERCHANDISE	126.16
			206-02-52205-344-000	06/12-FD#4 MERCHANDI	23.96
			110-02-52203-344-000	06/12-FD#4 MERCHANDI	20.97
			520-09-50201-246-000	06/12-TD MERCHANDISE	9.68
				..... CHECK TOTAL	180.77
118602	7/13	TOTAL CYCLERY	110-02-52103-344-000	05/12 #556 BICYCLE R	44.17
			110-02-52103-344-000	06/12 #542 BICYCLE R	38.23
			110-02-52103-344-000	06/12 #495 BICYCLE R	30.57
			110-02-52103-344-000	06/12 #467 BICYCLE R	21.23
			110-02-52103-344-000	06/12 #542 BICYCLE R	21.23
			110-02-52103-344-000	04/12 #553 BICYCLE R	19.96
				..... CHECK TOTAL	175.39
118603	7/13	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	4/3-6/27/12 W/C	1,021.90
118604	7/13	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	06/12-GO BEER/SODA	139.50
118605	7/13	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	06/12 FD #6 EXTINGUI	326.45
			110-02-52203-389-000	04/12 FD #1 EXTINGUI	146.95
			110-02-52203-389-000	04/12 FD #7 EXTINGUI	82.25
			110-02-52203-389-000	06/12 FD #5 EXTINGUI	81.50
			110-02-52203-259-000	03/12 FD #2 EXTINGUI	69.00
				..... CHECK TOTAL	706.15
118606	7/13	WIS SCTF	110-00-21581-000-000	07/13/12 SAL DEDUCT	8,408.82
			110-00-21581-000-000	07/13/12 HRLY DEDCT	1,477.68
				..... CHECK TOTAL	9,886.50
118607	7/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	07/13/12 DEDUCTION	278.00
118608	7/13	SNAP-ON INDUSTRIAL	110-02-52203-316-000	SOLUS SF UPDATE	382.50
118609	7/13	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	06/12 CE-#3120 GLASS	120.00
118610	7/13	WIS DEPT OF TRANS-TVPR UNIT	110-02-52103-257-000	07/12 REPLENISH	5,000.00
118611	7/13	GATEWAY TECH COLLEGE	206-02-52205-219-000	EMS SPRING 2012	1,741.62
118612	7/13	BUSCHE, JUDY LLC	110-01-50301-219-000	05/12 PROCESS SERVC	84.00

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118613	7/13	PROCESSWORKS INC.	110-00-21578-000-000	07/10/12 CHECK REG	675.00
118614	7/13	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	06/12-TD COACH PARTS	155.99
118615	7/13	IAFF/NATIONWIDE	110-00-21574-000-000	07/01-15/12 CONTRIB	18,393.00
118616	7/13	AIRGAS NORTH CENTRAL	206-02-52205-389-000	06/12 FD#3 OXYGEN CL	86.64
118617	7/13	CITIBANK (SOUTH DAKOTA) NA	110-00-21581-000-000	07/13/12 DEDUCTION	384.40
118618	7/13	CARTHAGE COLLEGE	110-00-21905-000-000	2012 SOCCER CAMPS	50.00
118619	7/13	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	07/01-15/12 CONTRIB	7,969.78
118620	7/13	AURORA MEDICAL GROUP	110-01-51303-216-000	05 & 06/12 SCREENS	521.00
			520-09-50101-216-000	05 & 06/12 SCREENS	157.00
				..... CHECK TOTAL	678.00
118621	7/13	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	6/26/12 W/C	52.50
118622	7/13	AURORA HEALTH CARE	110-09-56405-161-000	5/2-9/12 W/C	1,028.70
118623	7/13	ROOT, DIANN	110-00-21905-000-000	BEACH HOUSE-7/06/12	300.00
118624	7/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	07/13/12 DEDUCTION	156.35
118625	7/13	TOSTRUD, ELIZABETH	110-00-21905-000-000	ORIBILETTI-7/07/12	300.00
118626	7/13	PATRENETS, HEATHER R	110-02-52102-219-000	INTERPRET 12-099644	62.50
118627	7/13	CHRISTIAN LIFE SCHOOL	110-00-21905-000-000	2012 BASEBALL	50.00
118628	7/13	SNAP SERVICES, LLC	110-00-44804-000-000	PERMIT #150596	55.00
118629	7/13	BURTON, JASON	110-00-21905-000-000	BEACH HOUSE 6/29/12	200.00
118630	7/13	JOHNSON, KEITH	110-00-21106-000-000	2011 TAX-6909 145 AV	29.19
			110-00-21106-000-000	2011 TAX-6917 145 AV	29.19
				..... CHECK TOTAL	58.38

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118631	7/13	MANTHY, RICHARD & BETTY	110-00-21106-000-000	2011 TAX-4602 8 AVE	21.55
118632	7/13	WADE, PAUL	110-00-21106-000-000	2011 RE TAX OVERPAY	39.08
118633	7/13	MICKELSEN, DANIEL & PAULA	110-00-21106-000-000	2011 RE TAX OVERPAY	100.24
118634	7/13	KENOSHA PROPERTIES, LLC	110-00-21106-000-000	2011 RE TAX OVERPAY	1.18
118635	7/13	JAHNS, DONALD & JERI L	110-00-21106-000-000	2011 RE TAX OVERPAY	30.69
118636	7/13	DANDURAND, JUSTIN	110-00-21901-000-000	FINE PMT #CM308776	67.23
			110-00-21901-000-000	FINE PMT #N1271044	12.52
				..... CHECK TOTAL	79.75
118637	7/13	PALMEN, KENNETH	402-11-51204-586-000	SIDEWALK REPAIR	1,715.00
118638	7/13	WILLIAMS, JUSTINA	110-00-21905-000-000	BEACH HOUSE-7/08/12	100.00
118639	7/13	RUFFALO, DONNA	110-00-21905-000-000	BEACH HOUSE-7/07/12	300.00
118640	7/13	GOODFELLAS BAR PIZZERIA	110-00-44502-000-000	AMUSEMENT LIC	125.00
118641	7/13	KELLY, ROBERT & DARLENE	110-00-45103-000-000	WORTMAN RESTITUTION	250.00
118642	7/13	FREIDENS LUTHERAN	110-00-21905-000-000	2012 SOCCER FIELDS	50.00
118643	7/13	SHORELAND LUTHERAN	110-00-21905-000-000	2012 BASEBALL	50.00
118644	7/13	SOUTHEASTERN YFC	110-00-21905-000-000	PENNOYER 6/30/12	150.00
118645	7/13	KREWSON, SHARON	110-01-51601-261-000	06/12 349 MILES	193.70
118646	7/13	BLISE, PAULA	110-01-51601-261-000	06/12 648 MILES	359.64
118647	7/13	VILLALOBOS, OSCAR	110-02-52107-263-000	05/20-23 WIS DELLS	59.00
118648	7/13	SALAS, DEBRA	110-01-51901-263-000	LUNCH FOR VOLS	23.73
118649	7/13	SWARTZ, MARTHA E.	110-01-51601-261-000	06/12 213 MILES	173.16

START DATE FOR SUMMARY: 7/01 END DATE FOR SUMMARY: 7/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
118650	7/13	HILLESLAND, RICHARD	110-01-51601-261-000	06/12 472 MILES	261.96
118651	7/13	MIKOLAS, KEVIN	110-01-51601-261-000	06/12 422 MILES	234.21
118652	7/13	CHIAPPETTA, LOUIS	110-01-51601-261-000	6/12 312 MILES	173.16
118653	7/13	TAPPA, NICHOLAS	110-02-52103-263-000	7/8/12 WINNEBAGO	12.00
118654	7/13	DUMKE, JOHN E.	110-01-51601-261-000	06/12 225 MILES	124.88
118655	7/13	SASS, DAVID	110-09-56405-166-000	06/09-07/09/12 PPD	1,308.67
118656	7/13	SCHAPER, KATE K.	110-09-56405-161-000	12/11-5/12 MILEAGE	211.62
118657	7/13	LUELLEN, JONATHAN	611-00-21105-000-000	12/21-5/17/12 ORTHO	774.00
			611-00-21105-000-000	12/21-5/17/12 ORTHO	720.00
				..... CHECK TOTAL	1,494.00
118658	7/13	SANCHEZ, MARGARITO	110-01-51601-261-000	06/12 352 MILES	195.36
118659	7/13	STEIN, GARY	611-00-21105-000-000	TANNER ORTHO	110.00
118660	7/13	THORNE, TODD A	110-01-51303-144-000	2012 SPRING TUITION	2,000.00
GRAND TOTAL FOR PERIOD *****					3,100,944.27

## MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP  
Director of City Development

Frank Pacetti  
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance  
Kenosha Area Business Alliance, Inc.

DATE: July 31, 2012

SUBJECT: 2012 2<sup>nd</sup> Quarter Loan Reports

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In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending June 30, 2012. The enclosed reports are for the following projects:

1. KABA/City Service Program
2. Business Retention & Expansion Program Summary Report
3. City RLF Loan Fund
4. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, August 6<sup>th</sup>, 2012 at 5:30pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director  
Council Members

COUNTY/CITY Quarterly Contract Report  
April 1, 2012 through June 30, 2012

Key updates regarding 2<sup>nd</sup> Quarter 2012 Economic Development activities include:

Continuation of KABA's Business Retention & Expansion (BRE) programming/visits focused on detecting opportunities to retain existing companies and assist them with business expansion initiatives. 2<sup>nd</sup> Quarter BRE targets are detailed on the attached interview list.

KABA has now fully implemented and continues to use the SYNCHRONIST software platform to collect and analyze business information derived from these visits with area business executives. Included with this update is a current summary report produced from SYNCHRONIST. It provides a glimpse of the type of information that is being collected, aggregated and analyzed from the BRE program.

During the 2<sup>nd</sup> Quarter, KABA had continuing interaction with a number of economic development prospects that are considering Kenosha County for their expansion or relocation plans. The majority of these opportunities involved out-of-state companies and have been sourced through the real estate community or corporate site location consultants. Additional information re: specific projects will come as the projects materialize further and/or require public disclosure.

Progress continues regarding a more focused Downtown Revitalization effort. The Lakota Group is wrapping up the final phase of the project which includes completion of a downtown strategic development plan and implementation strategy. The Lakota team will prepare the Downtown Strategic Development Plan incorporating findings from the previous "State of the Downtown" report, including business retention/development strategies as well as recommendations for implementation. The Lakota team will present the final plan to the Kenosha Common Council on August 20<sup>th</sup>.

Important information about the project is available online. Lakota Group developed a project website that offers updates on the progress, surveys and additional information relevant to the project. The project website is: <http://www.thelakotagroup.com/kenosha/>. KABA has started a Facebook page: <https://www.facebook.com/ktowndowntown2012> where people can share thoughts, ideas, and receive updates. KABA will continue to summarize and promote the planning efforts.

#### **Loan Activity**

On May 23, 2012 KABA's Finance Committee approved a \$500,000 loan package for Better World Realty (Handi-Ramp). KABA, along with bank/SBA financing, will assist with the purchase of real estate and production equipment. Handi-Ramp, an Illinois company, is expanding operations of its material handling and safety product lines and selected Kenosha to locate its manufacturing operations. The material handling product line includes dock-boards, dock-plates and yard ramps while the safety product line includes non-slip treads and nosings. Handi-Ramp will purchase an existing condominium unit in the Business Park of Kenosha.

On June 20, 2012 KABA's Finance Committee approved a \$180,000 loan package for ROA, LLC (Platinum Systems, Inc.) KABA, along with bank financing, will assist with the purchase of real estate. Platinum Systems provides a full scope of computer related services addressing a wide range of business technology needs; computer networking/consulting, installation/configuration, computer system security, computer hardware/software and managed technology support.

YTD, KABA has provided \$1,055,000 in financing to support 4 companies as noted below:

Borrower	Project Type	Financing Package	Jobs Retained/Created
Pacific Sands, Inc.	Equipment/Relocation	\$125,000	9/6
Bradshaw Medical, Inc.	High Impact – Job Growth	\$250,000	102/78
Better World Realty	Real Estate/Equip./Expansion	\$500,000	0/10
ROA, LLC	Real Estate	\$180,000	23/0
YTD Totals		\$1,055,000	134/94

## Completed Interviews All Visits

07/24/2012

For dates between: 04/01/2012 and 06/29/2012

Company Interviewer	Interviewee	Date	Time Notes	Completed	Status	Do Not Call
<i>Beckart Environmental, Inc.</i>		4/10/2012	2:00 PM	04/10/2012	Completed	
<i>Hitek Equipment, Inc.</i>		4/10/2012	9:00 AM	04/10/2012	Completed	
<i>Offsite, LLC</i>		04/17/2012	3:00 PM	04/17/2012	Completed	
<i>Mikrotech, LLC</i>		04/24/2012	10:30 AM	04/18/2012	Completed	
<i>Promo540 LLC</i>		04/18/2012	10:30 AM	04/18/2012	Completed	
<i>Mosmatic Corporation</i>		05/04/2012	9:00 AM	05/04/2012	Completed	
<i>Contact Rubber Corporation</i>		05/08/2012	9:00 AM	05/08/2012	Completed	
<i>Saginaw Control &amp; Engineering, Inc.</i>		05/09/2012	2:00 AM	05/09/2012	Completed	
<i>Brightree, LLC</i>		05/15/2012	4:00 PM	05/15/2012	Completed	
<i>Sundyne Corporation</i>		05/17/2012	2:30 PM	05/17/2012	Completed	
<i>Target Corporation</i>		05/23/2012	2:00 PM	05/23/2012	Completed	
<i>MG Design Associates Corporation</i>		06/08/2012	1:30 PM	06/06/2012	Completed	
<i>Reflective Concepts, Inc.</i>		06/12/2012	3:00 PM	06/12/2012	Completed	
<i>ITO Industries, Inc.</i>		06/13/2012	9:30 AM	06/13/2012	Completed	
<i>DME Access, Inc.</i>		06/13/2012	2:00 PM	06/18/2012	Completed	
<i>Fastenal Company</i>		06/18/2012	10:00 AM	06/18/2012	Completed	
<i>Dejno's Trucking</i>		06/22/2012	10:00 AM	06/22/2012	Completed	
<i>Air Flow Technology, Inc.</i>		06/28/2012	9:00 AM	06/28/2012	Completed	
<i>Talmer Bank and Trust</i>		06/28/2012	3:30 AM	06/28/2012	Completed	
<i>Clark Dietz, Inc.</i>		06/29/2012	1:30 PM	06/29/2012	Completed	

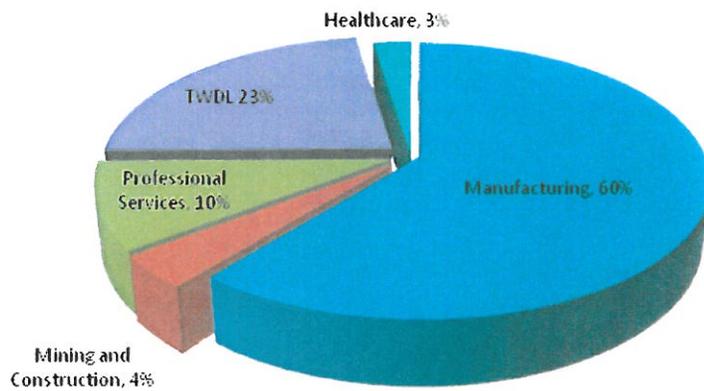


**Business Retention & Expansion Program Summary Report**

**Business Dynamics**

- 74 companies have participated in the BR|E program. Since last report KABA met with 18 additional companies. The last round of calls has included professional service companies and manufacturers.
- Over 80% of firms are private ownership, 10% are public companies, while 7% are family owned.
- Retention visits have been throughout the County including Kenosha, Pleasant Prairie, Bristol, Twin Lakes, and Silver Lake.

**Sectors Interviewed**



**Manufacturing Sectors**

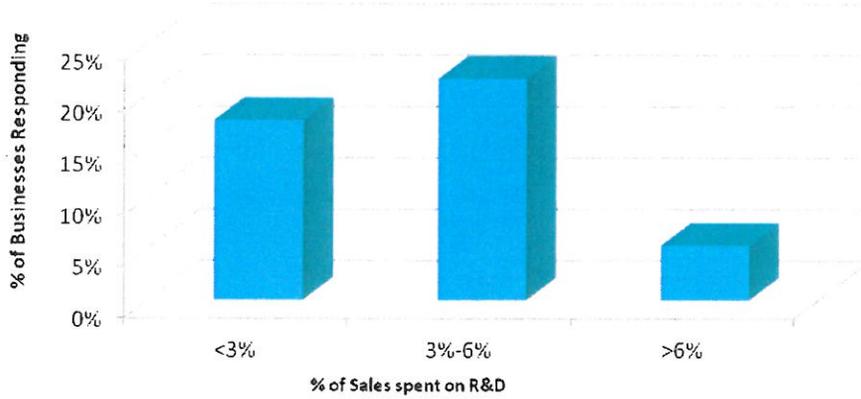
Metals and Machinery	34%
Chemicals and Plastics	17%
Electrical Equipment	17%
Food Manufacturing	15%
Printing and Furniture	11%
Miscellaneous Manufacturing	4%
Transportation Equipment	2%

**Business Activity and Expansion**

- 44% of companies indicated some allocation dedicated to Research and Development. The majority of respondents indicated these dollars are spent on new product development or product improvements.
- 73% of firms said they anticipate new products for the next 2 years.
- Companies are asked if new technology is emerging that will substantially change the company's primary product/service or how it is produced. 40% indicated new technology is emerging predominately with new production systems and equipment.



**Money Spent on R&D as a Percent of Sales**



**New Technology Implementation**

Production Systems/Equipment	26%
New Products/Product Improvement	7%
Marketing/Sales	3%

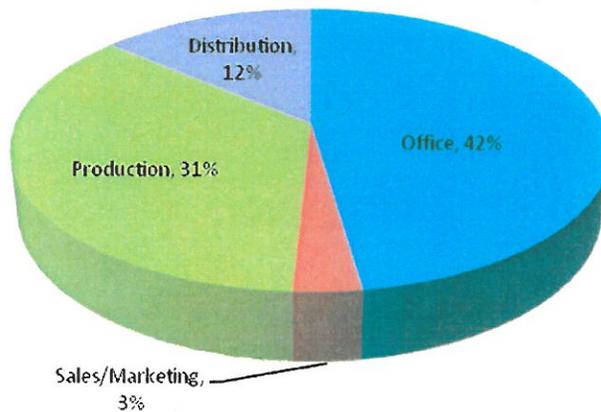
**Workforce**

- Workforce availability, quality, stability and productivity continue to receive good ratings by companies.
- Over 80% of respondents identified improvements made to increase productivity. Investment in software and tablet applications has had a big impact on office operations, while new automated manufacturing and distribution systems have been or are being considered for production and transportation companies.

**Workforce Rating**

Availability	Quality	Stability	Productivity
4.48	4.53	5.1	5.12

**Investments made in the last 3 years to increase productivity**





**Business Climate**

- Overall, companies are satisfied with the utility services and community services provided.

Upcoming legislation can have an impact on state and local economies. Companies are asked to share their anticipation regarding legislation that may have an impact on their business in the next few years.

- Over 60% anticipate adverse policy changes that may affect business. The majority of these concerns revolved around the impact of new health care legislation.
- About 28% anticipate beneficial changes many of which were changes being considered on a local level related to changes in the tax laws and potential new health care legislation.

<u>Anticipate Adverse Legislation/Regulation</u>		<u>Anticipate Beneficial Legislation/Regulation</u>	
Yes	68%	Yes	28%
No	18%	No	72%

<u>Rating of Utility Services</u>		<u>Ratings of Services in Community</u>	
Water	4.4	Public Service	5.56
Sewage	4.3	Educational Services	4.89
Gas	4.4	Transportation Infrastructure	4.97
Electric	4.2	County & Community Services	4.29
Telecom/Cellular	4.3	Business Services	4.88
Internet Access/Speed	4.3		

**Business Assistance**

During the visits, questions are raised or issues are communicated. These issues become occasion to assist companies with issues or opportunities they may be facing.

- Forty-three (43) assistance issues have been identified with companies. 34 have been resolved, while 9 are pending.
- Top requests include: workforce training and workforce attraction assistance and information on financial assistance for expansion opportunities.

**KENOSHA AREA BUSINESS ALLIANCE  
City Revolving Loan Fund  
Quarterly Status Report**

Period April 1, 2012 through June 30, 2012

Bank Account Balance as of 4/1/12:	\$ 794,618.57
Plus Loan Principal & Interest Received:	\$ 43,577.12
Plus Bank Interest Income:	\$ 238.56
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2011:	\$ 34,784.82
Balance In Bank Account as of 6/30/12:	<u>\$ 803,649.43</u>
Balance of CDs as of 6/30/12:	\$ -
Less Outstanding Commitments as of 6/30/12:	\$ (97,500.00)
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 706,149.43</u></u>

Narrative: There were no loans in arrears as of June 30, 2012. See attached summary for all active loans in this account as of June 30, 2012.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE**

For the Six Months Ended June 30, 2012

	Original Principal Balance	Principal Balance at 1/1/2012	Current Year Borrowings	Principal Receipts YTD 6/30/2012	Interest Receipts YTD 6/30/2012	Principal Balance 6/30/2012
Bradshaw Medical, Inc.	300,000.00	187,443.41		16,764.44	3,139.73	170,678.97
Madson Investments, LLC	500,000.00	438,272.15		10,085.19	6,511.23	428,186.96
Bradshaw Medical, Inc.	202,715.76	146,554.53		9,420.59	2,852.89	137,133.94
Centralestate, Inc.	325,000.00	296,978.03		9,059.31	4,398.21	287,918.72
OFFSITE, LLC	300,000.00	300,000.00		889.09	5,412.29	299,110.91
Cast, LLC	100,000.00	100,000.00		2,512.16	2,529.10	97,487.84
Pacific Sands, Inc.	62,500.00	0.00	62,500.00	4,453.97	1,323.64	58,046.03
<b>Total</b>	<b>1,790,215.76</b>	<b>1,469,248.12</b>	<b>62,500.00</b>	<b>53,184.75</b>	<b>26,167.09</b>	<b>1,478,563.37</b>

**City Revolving Loan Fund (CITY/RLF)**

Bradshaw Medical, Inc.  
 Madson Investments, LLC  
 Bradshaw Medical, Inc.  
 Centralestate, Inc.  
 OFFSITE, LLC  
 Cast, LLC  
 Pacific Sands, Inc.

**KENOSHA AREA BUSINESS ALLIANCE  
Urban Development Action Grant Loan Fund  
Quarterly Status Report**

Period April 1, 2012 through June 30, 2012

Bank Account Balance as of 4/1/12:	\$ 111,237.10
Plus Loan Principal & Interest Received:	\$ 93,180.81
Plus Bank Interest Income:	\$ 2.49
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 1,700.00
Less Loan Disbursements:	\$ 67,704.51
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ 1,700.00
Less Administrative Allocation for 2011:	\$ 44,695.21
Balance In Bank Account as of 6/30/12:	<u>\$ 92,020.68</u>
Balance of CDs as of 6/30/12:	\$ -
Less Outstanding Commitments as of 6/30/12:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 92,020.68</u></u>

Narrative: There were no loans in arrears as of June 30, 2012. See attached summary for all active loans in this account as of June 30, 2012.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE**  
For the Six Months Ended June 30, 2012

Original Principal Balance	Principal Balance at 1/1/2012	Current Year Borrowings	Principal Receipts YTD 6/30/2012	Interest Receipts YTD 6/30/2012	Principal Balance 6/30/2012
800,000.00	613,710.39		23,306.30	12,080.74	590,404.09
500,000.00	427,872.42		8,779.85	10,605.79	419,092.57
197,500.00	179,996.46		32,971.48	4,559.04	147,024.98
250,000.00	233,616.87		10,666.72	4,297.28	222,950.15
600,000.00	600,000.00		25,601.64	9,577.20	574,398.36
500,000.00	253,767.59	246,232.41	1,481.81	7,725.62	498,518.19
82,500.00	41,250.00	41,250.00	852.68	1,232.92	81,647.32
40,000.00	40,000.00		1,004.84	1,011.64	38,995.16
	<b>2,970,000.00</b>	<b>2,390,213.73</b>	<b>104,665.32</b>	<b>51,090.23</b>	<b>2,573,030.82</b>

**Urban Development Action Grant  
Revolving Loan Fund (UDAG)**

Monarch Plastics, Inc.	800,000.00	613,710.39		23,306.30	12,080.74	590,404.09
Garetto Real Estate, LLC	500,000.00	427,872.42		8,779.85	10,605.79	419,092.57
Kenosha National, LLC	197,500.00	179,996.46		32,971.48	4,559.04	147,024.98
Xten Industries LLC	250,000.00	233,616.87		10,666.72	4,297.28	222,950.15
Bradshaw Medical, Inc.	600,000.00	600,000.00		25,601.64	9,577.20	574,398.36
OFFSITE, LLC	500,000.00	253,767.59	246,232.41	1,481.81	7,725.62	498,518.19
Rustic Ventures, LLC	82,500.00	41,250.00	41,250.00	852.68	1,232.92	81,647.32
Cast, LLC	40,000.00	40,000.00		1,004.84	1,011.64	38,995.16

Total

Kenosha Area Business Alliance, Inc. and Its Subsidiary  
 Summary of Scheduled Maturity Dates  
 For the Period Ending June 30, 2012

	Geographic Location	Business Type	Industry	# of Employees		Principal Balance	Scheduled Maturity Date
				Prior Rpt.	Current Rpt.		
<b>CITY Revolving Loan Fund</b>							
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	102	113	\$ 170,678.97	01/01/17
Madson Investments, LLC	BPOK	Manufacturer	Reflective Lighting	34	32	\$ 428,186.96	10/01/28
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	See Above	See Above	\$ 137,133.94	10/01/18
Centrealstate, Inc.	BPOK	Manufacturer	Centrifuges	73	76	\$ 287,918.72	05/01/25
OFFSITE, LLC	3618 8th Ave.	Services	Data Hosting, Recovery	7	10	\$ 299,110.91	05/01/19
Cast, LLC	5623 6th Ave.	Food Services	Restaurant	9	9	\$ 97,487.84	12/01/27
Pacific Sands, Inc.	4611 Green Bay Rd.	Manufacturer	Chemicals	9	11	\$ 58,046.03	TBD
<b>Total</b>						<b>\$ 1,478,563.37</b>	

	Geographic Location	Business Type	Industry	# of Employees		Principal Balance	Scheduled Maturity Date
				Prior Rpt.	Current Rpt.		
<b>UDAG Revolving Loan Fund</b>							
Monarch Plastics, Inc.	1205 65th Street	Manufacturer	Plastic Extrusion	91	89	\$ 590,404.09	08/01/22
Garetto Real Estate, LLC	1020 35th Street	Medical Services	Healthcare	25	25	\$ 419,092.57	01/01/28
Kenosha National, LLC	625 57th Street	Real Estate	Various	17	17	\$ 147,024.98	11/01/20
Xten Industries LLC	BPOK	Manufacturer	Plastic Molding	87	102	\$ 222,950.15	03/01/21
Bradshaw Medical, Inc.	BPOK	Manufacturer	Medical Instruments	See Above	See Above	\$ 574,398.36	12/01/21
OFFSITE, LLC	3618 8th Ave.	Services	Data Hosting, Recovery	See Above	See Above	\$ 498,518.19	05/01/19
Rustic Ventures, LLC	510 56th Street	Food Services	Nano-Brewery	2	2	\$ 81,647.32	05/01/19
Cast, LLC	5623 6th Ave.	Food Services	Restaurant	9	9	\$ 38,995.16	12/01/27
<b>Total</b>						<b>\$ 2,573,030.82</b>	

5500 6th Avenue, Suite 200  
Kenosha, WI 53140-3710  
P 262.605.1100  
F 262.605.1111

August 2, 2012

Mayor Keith Bosman  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

Mayor Bosman,

Please consider this letter a formal request to utilize monies within the City and UDAG Revolving Loan Fund programs to help off-set the costs associated with the on-going Downtown Development Strategic Plan. The total, out-of-pocket costs associated with this project are budgeted at approximately \$136,500. This represents the professional fees and reimbursable expenses due to the Lakota Group and their sub-contractors (see attached invoice for a detailed breakdown of the charges).

As we initially discussed the need for this study and our desire to partner with the City to conduct it, we noted that the City and UDAG RLFs would be an appropriate resource to help fund this effort. Walgreen's has generously contributed \$50,000 in matching funds toward the costs of the study. This request is to draw a total amount not to exceed \$50,000 from the City and UDAG RLF accounts. KABA would be responsible to absorb the remaining costs, approximately \$36,500 via its own non-restricted funds.

Through a detailed RFP process, we chose the Lakota Group, a well qualified urban planning and design firm, to help us create a Strategic Development Plan for Downtown Kenosha. A copy of the consulting agreement that we executed with Lakota is attached and provides detail regarding the scope of services to be provided.

Per recent amendment to the City and UDAG RLF agreements with KABA, no more than 10% of the available funds can be utilized for such purposes. Given the available cash balances in each fund, we are seeking approval to utilize \$13,500 from the UDAG RLF and \$36,500 from the City RLF.

Thank you for your consideration and continued involvement in, and support of, this important community development initiative. Please let us know if any additional information or supporting documentation is needed.

Regards,



Todd Battle

**INVOICE**

Todd Battle  
 Kenosha Area Business Alliance  
 5500 6th Avenue, Suite 200  
 Kenosha, WI 53140

Project/Assignment: Downtown Strategic Development Plan  
 Project Number: 11052  
 Invoice Number: 11052-03  
 Billing Period: 04/16/2012 through 06/30/2012  
 Billing Date: July 10, 2012  
 TERMS: Net 30 Days

*Handwritten notes:*  
 OK  
 2/16/12  
 ok  
 1/18/12  
 [Signatures]

**CURRENT AMOUNT DUE: \$34,044.35**

Past Due Invoice Amount: \$0.00

**BILLING SUMMARY**

**PROFESSIONAL FEE:**

Lakota Fee Amount:		\$14,925.01
Percent Complete:	75%	
T.Y. Lin International Fee Amount:		\$8,258.75
Percent Complete:	75%	
Goodman Williams Group Fee Amount:		\$7,781.75
Percent Complete:	75%	
CLUE Group Fee Amount:		\$1,531.25
Percent Complete:	75%	
<b>Current Fee Total:</b>		<b>\$32,496.75</b>

**REIMBURSABLE EXPENSES:**

Mileage/Parking/Cabs (4 Trips)	\$368.84
Delivery (messenger/express)	\$0.00
Outside Reproduction	\$182.50
In-House Reproduction	\$244.65
In-House Fax	\$0.00
Long Distance Communication	\$0.00
Travel & Lodging	\$0.00
Miscellaneous/Special Supplies	\$383.15
Administration (10%)	\$117.91
<b>Lakota Expense Total:</b>	<b>\$1,297.05</b>
T.Y. Lin International Expense Total:	\$0.00
Goodman Williams Group Expense Total:	\$250.55
CLUE Group Expense Total:	\$0.00
<b>Current Expense Total:</b>	<b>\$1,547.60</b>

**BILLING HISTORY**

**PROFESSIONAL FEE:**

Professional Fee Previously Invoiced:	\$64,993.50
Current Professional Fee Total:	\$32,496.75
Professional Fee Invoiced To Date:	\$97,490.26
Professional Fee Past Due:	\$0.00
Professional Fee Budget:	\$129,987.00
Professional Fee Budget Remaining:	\$32,496.74

**REIMBURSABLE EXPENSES:**

Expenses Previously Invoiced:	\$3,189.31
Current Expense Total:	\$1,547.60
Expenses Invoiced To Date:	\$4,736.91
Expenses Past Due:	\$0.00
Expense Budget:	\$6,499.00
Expense Budget Remaining:	\$1,762.09

**SERVICES SUMMARY**

**Tasks/Products:**

- A. Develop Phase 2 - Visioning Concepts, case studies and materials.
- B. Prepare Community Workshop #2.
- C. Create online Visioning Workshop.
- D. Prepare workshop/survey analysis.
- E. Develop preliminary Land-Use/Urban Design Plan.
- F. Develop Preliminary Transportation Plan.
- G. Communication/coordination with City & KABA.

**Meetings (Attendance/Presentations/Facilitation):**

- 9. 5/14/12 Steering Committee (SF, DG)
- 10. 5/24/12 Community Workshop #2 (SF, DG, NK, MK, MP)
- 11. 6/12/12 Field Office (DG)
- 12. 6/27/12 Steering Committee (SF, DG)

FEIN: 36-388-5664

## CONSULTING AGREEMENT

 COPY

This Consulting Agreement (the "Agreement") is entered into as of the last date shown below by and between The Lakota Group ("Consultant"), and the **Kenosha Area Business Alliance** ("Client").

WHEREAS, the Client desires to retain Consultant to conduct a Downtown Strategic Development Plan and;

WHEREAS, the Consultant has provided the Client with a proposal entitled Downtown Strategic Development Plan City of Kenosha ("the proposal"), in which Lakota describes the professional services that it proposes to render to the Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree to the following:

- 1) Consultant agrees to provide the services set forth in the Scope of Work attached hereto as Exhibit A. Consultant shall coordinate the services directly with the Client.
  - 2) Client agrees to pay the sum \$129,987 for the services as outlined in Exhibit A. The sum of \$32,496.75 (25% of project cost) shall be due upon execution of this Agreement. Thereafter, the balance of the fee shall be payable in three (3) installments of \$32,496.75 each upon completion of each project phase as outlined in Exhibit A. Client also agrees to reimburse Consultant for travel and out-of-pocket expenses, not to exceed \$6,499.
  - 3) Either party may terminate this Agreement if: a. the non-terminating party shall be in default under any term, provision or condition of this Agreement and fails to cure such default within ten (10) days of receipt of written notice sufficiently describing the default; or b. either party shall file or have filed against it any proceeding under any bankruptcy, insolvency or other law affecting the enforceability of creditors' rights.
  - 4) This Agreement shall be governed by Wisconsin law. This Agreement is negotiated, executed and performed in Kenosha County, Wisconsin. Should any lawsuit be commenced which is related to this Agreement, it is agreed that such suit will be commenced in Kenosha County, Wisconsin.
  - 5) Lakota and its employees, agents, representatives, independent contractors, volunteers (collectively, the "Lakota Parties") shall be bound by the terms and conditions of this agreement. Lakota and the Lakota parties shall abide by and observe all rules and regulations established, from time to time, by the Client and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations, now or hereafter in effect, relating to the Services and shall not permit any violation of the foregoing. In the event litigation becomes necessary with respect to a breach or alleged breach of any of the agreements contained herein, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.
- Lakota warrants and represents that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in the community and the region. Lakota warrants and represents that neither it nor the Lakota parties will undertake any activity so as to cause the appearance of impropriety regarding the Services.
- 6) If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
  - 7) All notices and/or payments required by this Agreement must be in writing and sent by fax, hand delivery, overnight mail service or certified mail, return receipt requested, to the addresses set forth below or such other address as either party may designate in writing as the address for such notices.

8) Each party represents to the other party that it has (a) fully read and understood the terms of this Agreement, (b) had the opportunity to seek the assistance of its own legal advisor regarding this Agreement and its terms, (c) full legal authority to enter into this Agreement and has taken all necessary legal steps to obtain such authority, (d) equally participated in the negotiation and drafting of this Agreement, and (e) not relied upon any statement, representation or warranty not contained in this Agreement and/or the exhibits attached hereto.

9) This Agreement, including the attached exhibits listed herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or rescinded except by a written agreement signed by both parties. No oral agreements, representations or warranties have been made and/or relied upon.

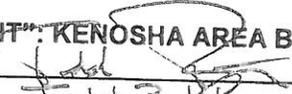
10) This Agreement may be executed in multiple counterparts.

**"CONSULTANT":**

By:   
Name: SCOTT FRERES  
Title: Principal  
Dated: 8-20, 2012

ADDRESS FOR NOTICE AND PAYMENT:  
Scott Freres, RLA, ASLA  
Principal  
212 West Kinzie, 3<sup>rd</sup> Floor  
Chicago, IL 60654

**"CLIENT": KENOSHA AREA BUSINESS ALLIANCE**

By:   
Name: Todd Battle  
Title: President  
Dated: January 20, 2012

ADDRESS FOR NOTICE:  
Mr. Todd Battle  
President  
Kenosha Area Business Alliance  
5500 6<sup>th</sup> Avenue, Suite 200  
Kenosha, WI 53140

**KENOSHA DOWNTOWN STRATEGIC DEVELOPMENT PLAN**

Planning and Urban Design Services - October 21, 2011  
 Professional Fee Estimate: Revised Per Amended Scope November 30, 2011

**PHASE 1: DOWNTOWN ANALYSIS & ACTION PLANNING**

Task	Lakota	Goodman Williams	TYLh	CLUE Group
	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees
Task 1.1	6	4	6	6
Task 1.2	6	4	6	6
Task 1.3	2	2	2	2
Task 1.4	2	2	2	2
Task 1.5	8	8	4	8
Task 1.6	3	3	2	2
Task 1.7	8	3	3	3
Task 1.8	4	2		
Task 1.9	2	4		
Task 1.10	2	4		
Task 1.11	2	4		
Task 1.12	2	4	2	12
Task 1.13	2	4		
Task 1.14	4			
Task 1.15	4		12	16
Task 1.16	4	2		
Task 1.17	4	8	6	12
Task 1.18	2	2	2	2
Task 1.19	4	4	2	2
Task 2.0	4	8	4	10
Task 2.1	32	69	12	44
Task 2.2	4	4	2	10
Task 2.3	4	4	2	10
Task 2.4	4	4	2	10
Task 2.5	4	4	2	10
Task 2.6	4	4	2	10
Task 2.7	4	4	2	10
Task 2.8	4	4	2	10
Task 2.9	4	4	2	10
Task 2.10	4	4	2	10
Total Hours	25	32	43	50
Subtotal Fee	\$5,440	\$6,020	\$5,500	\$6,900
Phase 1 Subtotal Per Firm	\$22,960	\$19,665	\$19,391	\$4,450
Total Per Phase 1	\$32,960	\$39,366	\$38,782	\$8,900

**PHASE 2: COMMUNITY VISIONING**

Task	Lakota	Goodman Williams	TYLh	CLUE Group
	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees
Task 2.1	8	8	2	4
Task 2.2	2	10	26	6
Task 2.3	2	10	26	6
Task 2.4	2	10	26	6
Task 2.5	2	10	26	6
Task 2.6	2	10	26	6
Task 2.7	2	10	26	6
Task 2.8	2	10	26	6
Task 2.9	2	10	26	6
Task 2.10	2	10	26	6
Total Hours	4	4	4	4
Subtotal Fee	\$4,080	\$5,740	\$7,920	\$3,382
Phase 2 Subtotal Per Firm	\$20,360	\$5,824	\$8,759	\$0
Total Per Phase 2	\$20,360	\$5,824	\$8,759	\$0

**PHASE 3: IMPLEMENTATION STRATEGY & DOWNTOWN STRATEGIC DEVELOPMENT PLAN**

Task	Lakota	Goodman Williams	TYLh	CLUE Group
	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees	Staff Hours/Fees
Task 3.1	3	3	3	3
Task 3.2	4	4	4	4
Task 3.3	8	8	8	8
Task 3.4	8	8	8	8
Task 3.5	8	8	8	8
Task 3.6	2	2	2	2
Task 3.7	4	4	4	4
Task 3.8	3	3	3	3
Total Hours	40	40	40	40
Subtotal Fee	\$6,800	\$2,240	\$3,960	\$3,960
Phase 3 Subtotal Per Firm	\$16,360	\$5,658	\$4,885	\$5,075
Total Per Phase 3	\$16,360	\$5,658	\$4,885	\$5,075

Staff Categories	Staff Categories	Staff Categories	Staff Categories
A. Principal	A. President	A. Director	A. Principal
B. Vice President	B. Practice Leader	B. Dir. of Traffic Engineering	B. Dir. of Transportation Planning
C. Senior Associate	C. Senior Associate	C. Chief Planner	C. Chief Planner
D. Project Planner/Designer/Manager	D. Project Planner/Designer/Manager	D. Senior Planner	D. Senior Planner
E. Planner/Designer	E. Planner/Designer	E. Staff Planner/Engineer	E. Staff Planner/Engineer
\$129,987	\$240	\$185	\$09
\$6,499	\$190	\$92	\$214
\$136,486	\$170	\$92	\$195
\$2,240	\$140	\$108	\$108
	\$110	\$89	\$89

Project Fee Total = \$129,987  
 Expense Estimate (5% of Fee) = \$6,499  
 Total Project Budget = \$136,486  
 Field Office Activation: Optional Deduction \$2,240

City Plan Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan Commission</b>  <b>FACT SHEET</b>	July 19, 2012	Item 3
<b>2013 Community Development Block Grant Fund Allocation Plan. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

City-Wide

**NOTIFICATIONS/PROCEDURES:**

This item will be reviewed by the Finance Committee on August 6, 2012 with final approval by the Common Council also on August 6, 2012.

**ANALYSIS:**

- After conducting a public hearing on June 27, 2012, the Community Development Block Grant (CDBG) Committee recommended approval of the 2013 Fund Allocation Plan.
- The Plan provides guidance on the funding categories, the evaluation criteria, funding allocation, reprogramming of funds, timeliness and other areas of interest to applicants.
- The following percentages were approved as part of the Fund Allocation Plan for the 2013 Program Year:
  - Public Service.....15%
  - Planning and Management.....20%
  - Housing, Neighborhood Improvement/Economic Development.....65%
- The 2013 CDBG Allocation Plan was approved by the CDBG Committee and will be used to allocate CDBG funds for the 2013 CDBG Program. The Allocation Plan is a requirement of the Department of Housing and Urban Development for the allocation of CDBG funds.

**RECOMMENDATION:**

A recommendation is made to approve the 2013 CDBG Fund Allocation Plan.

  
\_\_\_\_\_  
Anthony Geliche, Community Development Specialist

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

/u2/acct/cp/ckays/1CPC/2012/July19/3-fact-cdbg-allocplan.odt

# **Community Development Block Grant Fund Allocation Plan 2013**

## **I. INTRODUCTION**

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year 2013.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

## **II. FUNDING CATEGORIES**

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

### **PUBLIC SERVICE**

- Project/Program Delivery Costs
- Equipment to Support Program Services

### **HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT**

- Housing Rehabilitation
- Code Enforcement Programs
- New Housing Construction
- Historic Preservation
- Neighborhood Projects
- Public Improvements
- Facility Improvements
- Revolving Loan Fund

- Revolving Business Loan programs
- Job Creation for Low/Moderate Income Benefit
- Commercial Revitalization

**PLANNING / MANAGEMENT**

- CDBG Implementation
- Comprehensive Planning
- Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- benefiting low and moderate income persons,
- addressing slums or blight,
- meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

**III. EVALUATION CRITERIA**

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

**PUBLIC SERVICE PROJECTS**

Proposals must address the following:

**Plan Consistency**

To be considered for funding as a Public Service Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Agency Plan
- Local Neighborhood Strategies

**Benefit**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- 51% of the persons directly benefiting are from low-to-moderate income households, or
- 51% of the persons residing in the area being served are low-to-moderate income

**Project Type**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- the project is a new project, or
- the project is a quantifiable increase in a service already being provided

**Leveraging**

To be considered for funding as a Public Service Project, the proposal must demonstrate

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Measurable Outcomes**

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

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## **HOUSING PROJECTS**

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Proposals must be either a Single Family Project or a Multi-Family Project.

### **Single Family Project**

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- acquisition/rehabilitation
- demolition
- new construction

### **Multi-Family Project**

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- acquisition/rehabilitation of two or more unit dwellings
- need to be structures that were built as multi-family dwellings
- construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

### **Plan Consistency**

To be considered for funding as a Housing Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

### **Benefit**

To be considered for funding as a Housing Project, the proposal must benefit:

- 100% low-to-moderate income households for single family projects
- 51% low-to-moderate income households for multi-family projects

### **Leveraging**

To be considered for funding as a Housing Project, the proposal must demonstrate:

- leveraging of funds (private, bank, HOME, HRCI, etc.)
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Location**

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **PUBLIC IMPROVEMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Public Improvement Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Local Neighborhood Strategies

### **Benefit**

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- 51% low-to-moderate income households, or
- eliminate slums or blight

### **Leveraging**

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Location**

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **FACILITY PROJECTS**

Funds received (over \$1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-profit entity.

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Facility Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

### **Benefit**

To be considered for funding as a Facility Project:

- the Agency must serve 51% low-to-moderate income persons, or
- the Project must eliminate slums or blight

### **Leveraging**

To be considered for funding as a Facility Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- the Project will enhance the services provided by the applicant
- effect or relationship of the project to programming
- the Project is necessary to address conditions detrimental to public health and safety

### **Location**

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **ECONOMIC DEVELOPMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as an Economic Development Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

### **Benefit**

To be considered for funding as an Economic Development Project, the proposal must benefit:

- 51% low-to-moderate income persons through job creation or retention activities, or
- eliminate slums or blight

### **Leveraging**

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project is necessary to address conditions detrimental to public health and safety

**Measurable Outcomes**

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

**PLANNING / MANAGEMENT PROJECTS**

Proposals must address the following:

**Plan Consistency**

To be considered for funding as a Planning/Management Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan

**Benefit**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

**Leveraging**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

**Need**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project will enhance or relate to the Agency's long term programming

**IV. FUNDING ALLOCATION FOR 2013 (based on a \$844,227 allocation)**

The categorical percentages established for the CDBG Program during 2013 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2013, reductions will be made across the board. If there is an increase in CDBG funds received for the year 2013, these funds will be allocated based on applications on file.

## **Priority**

Priority will be given to proposals that address the following:

- Youth and/or job creation
- Downtown as an Area
- Emergency Services (food, shelter)
- Public Safety for low-to-moderate income neighborhoods (as defined by census tract and block groups)
- Activities that leverage funds from Kenosha County Human Services (KCHS)

*(While priority will be given to the above, proposals that do not address these priorities will still be accepted.)*

## **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming during the 2013 program year are designated to be reprogrammed by the CDBG Committee as determined by the CDBG Committee.

## **VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

## **VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

## **VIII. INELIGIBLE ACTIVITIES**

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

## **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

July 27, 2012

To: Rocco LaMacchia Sr., Chairman  
Public Safety and Welfare

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Cc: Chris Schwartz  
District 2

Subject: *Application for Kenosha Area Chamber of Commerce for a Carnival License on August 24-25, 2012 in HarborPark*

**BACKGROUND INFORMATION**

Staff has received a Carnival License Application from the Kenosha Area Chamber of Commerce for Grill Games on August 24-25, 2012 in HarborPark.

**RECOMMENDATION**

Staff has no recommendation.

APPLICATION FOR CARNIVAL LICENSE

FEE: \$50.00

Type 124

Name of Corporation or Organization applying for license Kenosha Area Chamber of Commerce

Address of Corporation or Organization 600 52nd ST STE 130 Kenosha, WI 53140

Name of Person in Charge of Event Lou Molitor

Phone Number of Person in Charge 262 654 1234 ext-113

Location where carnival will be held Harbor Park (East of Museums)

Dates and hours that carnival will be held 8/24/12 noon to 11:00 pm  
8/25/12 10:00 AM to 11:00 pm

Attach a certificate of insurance indicating \$2,000,000 of liability coverage for death or personal injury and \$100,000 coverage for property damage through an insurance company licensed to do business in the State of Wisconsin.

I (we) hereby agree to comply with all laws, rules and regulations of the State of Wisconsin and the City of Kenosha.

I (we) understand that the Mayor, Building Inspector, Health Administrator or Fire Chief may suspend operations for 24 hours pending an investigation of any unsafe condition.

[Signature]  
Applicant

Subscribed and sworn to before me this 17<sup>th</sup> day of July, 2012

[Signature]  
Notary

My commission expires 11-25-12

Approval by the Mayor in the event that there is not a Council meeting from the time an application is submitted and prior to the event after consultation with the alderman of the district in which the carnival is to operate.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> David Insurance Agency 3917 47th Ave Kenosha, WI 53144 Daniel G Antonneau	262-657-3193 262-636-1866	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURED</b> Kenosha Area Chamber of Commerce 600 - 52nd Street Kenosha, WI 53140		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Frankenmuth Mutual</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BOP6108302	05/21/12	05/21/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA6108302	05/21/12	05/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC6108302	05/21/12	05/21/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: August 24th & 25th Grill Games

<b>CERTIFICATE HOLDER</b>  City of Kenosha 625 - 52nd Street Kenosha, WI 53140	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Daniel G Antonneau
--	--



**Engineering Division**  
Shelly Billingsley P.E.  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

February 7, 2012

**TO:** Chairman Michael Orth, Board of Park Commissioners  
Chairman G. John Ruffolo, Public Works Committee

**FROM:** Jeff Warnock, Park Superintendent

**RE:** Grill Games 2012

A request has been received from the Kenosha Area Chamber of Commerce Foundation to hold their 2<sup>nd</sup> Annual Grill Games in Harbor Park and Celebration Place. The set-up for the event will be on Thursday August 23, 2012 with the event being from Friday August 24<sup>th</sup> from 3:00 pm – 11:00 pm and Saturday August 25<sup>th</sup> from 10:00 am to 11:00 pm. The organization is requesting permission for the event, to sell fermented malt beverages, an extension of the ending time to 11:00 pm and also full co-sponsorship.

Costs

2010 – event was not held

2011 - \$4, 457 – full sponsorship

2012 – estimated cost based on current requirements: \$3,400

50 benches \$150.00; 50 picnic tables \$750; Showmobile \$500;

Snow fencing for the area – number of feet not determined – approx. \$2,000

Additional equipment or labor would be charged as required by the organization

Recommendation: To approve the requests with fees being billed to the organization.

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks.

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization Kenosha Area Chamber of Commerce Foundation

Contact Person who is responsible for event: Lou Molitor

Address: 600 52nd ST STE 130

City/State/Zip Kenosha WI 53140

Daytime # 2626541234 x113 Evening # 2622372316 Cell# 2622372316

Fax # 2626544655 E-mail: lou@kenoshaareachamber.com

Is the Host Organization a 501(c)-3? Yes, provide ES# 42706

EVENT INFORMATION

Name of the Event: GRILL GAMES

Date Requested: FRIDAY, AUGUST 24, 2012 + SATURDAY, AUGUST 25, 2012 Rain Date NONE

Location Requested: Celebration Place / Harbor Park (East of Museums) Estimated Attendance 15K (2 days)

Charitable Event:  No  Yes, Proceeds donated to Youth Services - Kenosha County

Brief Description of the Event: BBQ Contest and Music Festival; Kansas City Barbeque Society competition, celebrity BBQ contest, Corporate BBQ contest, Regional and local music entertainment with family area and carnival

Set up date and time: Thursday August 23, 2012 @ 1:00pm + FRIDAY AUG 24 <sup>8:00 AM</sup> to <sup>1:00 PM</sup>

Time of Event: FRI, AUG 24: 3:00pm to 11:00pm + SATURDAY, AUG 25: 10:00AM to 11:00pm

Take down date and time: Sunday, August 26, 2012 8:00 AM

FOR OFFICE USE ONLY:

Application Packet Received \_\_\_\_\_ Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderman J. Ruffalo Dirk Police

Fire: \_\_\_\_\_ Public Works Admin Streets: \_\_\_\_\_

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PARK DIVISION**

To assist you with your special event, the Kenosha Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

yes  
yes/no

Electric: See Item #8 in the manual. Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for your event.

yes  
yes/no

Water: Varies by location

**If your event requires any of the following equipment, please indicate the number you are requesting. Please do not list "same as last year"**

50 Benches

50 Picnic Tables

40 Trash Containers

9 (street) Barricades

yes Snow fencing

6 ASH Container

yes Portable fencing  
*per disk for VIP area*

*Grease Containers ?*

\_\_\_\_\_ Bleachers

\_\_\_\_\_ Reviewing Stands

Fri + Sat Showmobile(new)

\_\_\_\_\_ Showmobile(old)

Other Special Requests: \_\_\_\_\_

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

NOTE: The organization will be notified if equipment requested is available for the date of your event.

See Attached Fees Schedule

FERMENTED MALT BEVERAGE SALES APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Name of Event: GRILL GAMES

Location of Event Celebration Place/Harbor Park Date of Event 8/24-25/2012

Name of Group Responsible Kenosh Area Chamber of Commerce Foundation

Person that is Responsible for License and Regulations Lou Molitor

Address 600 32nd ST STE 130 Kenosha, WI 53140

Daytime # 262 654 1234 Evening # 262 237 2316 Cell # 262 237 2316  
x113

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).  
to be furnished, arrangements thru CJW  
and Y-Link, the Chambers Young Professional Group  
with licensed bartenders

Security Company/ Brief description of how security will be handled.

Kenosha Private Police - 2-4 security guards and volunteer  
security personnel

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?  
 No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**



C-6. Request from the Kenosha Area Chamber of Commerce Foundation for the following on August 24-25, 2012:

- a. To hold their 2nd Annual Grill Games in HarborPark and Celebration Place
- b. Permission to sell Fermented Malt Beverages
- c. To Extend the Park Closing Time from 10:00pm to 11:00pm
- d. Full sponsorship (*District 2*)

Public Hearing: Lou Molitor, Director of Kenosha Area Chamber of Commerce spoke. It was moved by Commissioner Green, seconded by Commissioner Kennedy, to approve with fees being billed in full to the organization. After discussion, Commissioner Kennedy withdrew his second. Motion failed due to lack of a second. It was moved by Commissioner Kennedy, seconded by Commissioner Green to approve with 50% sponsorship. Motion passed unanimously.

C-7. Request from Kenosha Unified School District for the following on Sunday, July 22, 2012:

- a. To hold the Festival of Arts and Flowers in Lincoln Park and the Oriletti Center
- b. Full Sponsorship (*District 12 – formally District 8*)

Public Hearing: Robert Wells, Coordinator of Fine Arts at Kenosha Unified School District was present for questions.

It was moved by Commissioner Kennedy, seconded by Commissioner Green, to approve with 50% sponsorship. After discussion, Commissioner Green withdrew his second. Motion failed due to lack of a second. It was moved by Commissioner Green, seconded by Commissioner Downing to approve with 100% sponsorship. Motion passed unanimously.

C-8. Review of Engineering Statement from Evans Associates for a New Communications Tower to be Located at 4411 Sheridan Road (*per Section 4.06 D.13. of the Zoning Ordinance*). (*District 2*)

Public Hearing: Nathan Ward, SBA Network Services and John Thomey, Property Owner of Kenosha Plumbing spoke.

Staff/Aldersperson: Brian Wilke and Jeff Warnock spoke.

It was moved by Commissioner Kennedy, seconded by Commissioner Green, to receive and file. Motion passed unanimously.

C-9. Proposed Resolution - To Create the AFSCME Permanent Part-Time Position of Golf Course Clubhouse Manager and to Establish its 2012 Wage Rate.

Staff/Aldersperson: Jeff and Mary spoke.

It was moved by Commissioner Green, seconded by Commissioner LaMacchia, to approve with the language of #2 amended. Motion passed unanimously.

INFORMATIONAL ITEMS:

- 1. 2012 Special Events – Approved by Parks Administration

It was moved by Commissioner Kennedy, seconded by Commissioner LaMacchia to receive and file. Motion carried unanimously.

- 2. Project Status Report

DIRECTOR/SUPERINTENDENT COMMENTS: Jeff Warnock; Superintendent of Parks, and Mike Lemens; Interim Director of Public Works, commented on how the Parks are getting cleaned up and completed.

CITIZEN/COMMISSIONERS COMMENTS: Commissioner Orth and Mike Lemens; Interim Director of Public Works, spoke briefly on all the changes that are occurring within the Engineering Division.

There being no further business to come before the Board of Park Commissioners it was moved, seconded and unanimously carried to adjourn at 5:50 pm.

PUBLIC WORKS COMMITTEE  
- MINUTES -

WEDNESDAY, MARCH 14, 2012  
4:30 P.M.

G. John Ruffolo, Chairman  
Steve Bostrom, Vice Chairman  
Patrick Juliana

Jan Michalski  
Ray Misner  
Anthony Nudo

The regular meeting of the Public Works Committee was held on Wednesday, March 14, 2012 in Room 202 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Vice Chairman Steve Bostrom, Aldermen Jan Michalski and Ray Misner. Alderman Anthony Nudo arrived before Item C-1. Alderman Patrick Juliana was excused. The meeting was called to order at 4:45 PM. Staff members in attendance were Mike Lemens and Shelly Billingsley.

- A-1 Approval of minutes of regular meeting held on February 29, 2012.  
*It was moved by Alderman Bostrom, seconded by Alderman Michalski to approve. Motion passed 4-0.*
- C-1 Approval of request for use of HarborPark by Wisconsin Marathon, LLC on May 5, 2012. **(District 2 – formerly District 2)**  
*A public hearing was held, no one spoke. There was no representative for Wisconsin Marathon, LLC to answer questions. It was moved by Alderman Misner, seconded by Alderman Bostrom to defer. Motion passed 5-0.*
- C-2 Approval of request for use of Celebration Place by Kiwanis Club of Western Kenosha on July 27, 28 & 29, 2012 for the 4<sup>th</sup> Annual Taste of Wisconsin event. **(District 2 – formerly District 2)**  
*A public hearing was held, Candy Eisenhauer, 7515 26<sup>th</sup> Avenue, spoke and answered questions. It was moved by Alderman Nudo, seconded by Alderman Misner to approve. Motion passed 5-0.*
- \* C-3 Approval of request for use of HarborPark and Celebration Place by Kenosha Area Chamber of Commerce Foundation on August 24 & 25, 2012 for the 2<sup>nd</sup> Annual Grill Games event. **(District 2 – formerly District 2)**  
*A public hearing was held, Lou Molitor, 3805 30<sup>th</sup> Street, spoke and answered questions. It was moved by Alderman Michalski, seconded by Alderman Nudo to approve. Motion passed 4-0 with Alderman Bostrom abstaining.*
- C-4 Approval of application of Gary Doepgen d/b/a Wade's Filling Station, for a peddler stand to be located at 56<sup>th</sup> Street and 3<sup>rd</sup> Avenue parking lot with no adverse recommendations. *(Licensing/Permit Committee approved 4-0)* **(District 2 – formerly District 2)**  
*A public hearing was held, Gary Doepgen, 1065 White Oak Drive, Union Grove, WI, spoke and answered questions. It was moved by Alderman Nudo, seconded by Alderman Misner to approve. Motion passed 5-0.*