

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Kenosha Municipal Building, 625-52nd Street
Council Chambers – Room 200
Monday, August 15, 2016
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held August 1, 2016. **Pgs. 1-3**
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution By the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #4 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (Districts 2 & 7) (Also referred to CP)
- A.2. Resolution By the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #8) (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (Also referred to CP)
- A.3. Resolution By the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #11 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (Also referred to CP)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.4. Conditional Use Permit Amendment for a 10,498 s.f. multi-tenant building at 3620 57th Avenue (Kenosha Pointe). (District 5)
- A.5. Ordinance By the Mayor - To Repeal and Recreate Section 17.081 D (of the Code of General Ordinances for the City of Kenosha, Wisconsin) to add a time limit to record a Parcel Combination.

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. 16 Operator's (Bartender's) licenses.
 - b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
 - c. 0 Temporary Class "B" Beer license.
 - d. 0 Taxi Driver Licenses. **Pg. 4**
- B.2. Application of Wisconsin Bike Fed. for a Temporary Class "B" Beer License for an event to be held at Simmons Island Park on August 27th and August 28, 2016 (Ride Across Wisconsin Finish Party). (District 2) (Park Comm. - recommendation pending) **Pgs. 5-6**
- B.3. Sign Code Appeal: Special Exception Request from Ralph Ruffolo to Repair an Existing Prohibited Sign and Change the Sign Face of a Prohibited Sign. Property Address: 2926 75th Street (Southport Rigging) (Parcel #01-122-01-456-008) (Zoning: M-1). (District 8) **PUBLIC HEARING Pgs. 7-21**
- B.4. Sign Code Appeal: Special Exception Request from Prairie Lake Estates Homeowners Association, Jolene Fraser, Agent, for Relief from the Residential Identification Sign Size Requirement. Property Address: 8200 75th Street (Parcel #03-122-04-376-033) (Zoning: RM-2). (District 16) **PUBLIC HEARING Pgs. 22-27**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) Licenses, subject to:
- 10 demerit points:
 - a. Tinesha Sifuentas
 - 25 demerit points:
 - b. David Gullo
 - 50 demerit points:
 - c. Eric W. Lefstad
 - d. Ryan Larsen
 - 60 demerit points:
 - e. Tara M. Christianson
 - 95 demerit points:
 - f. Sharon C. Cartharn
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 28-33**
- C.2. Deny application of Kathleen K. Lyman for a new Operator's (Bartender's) License, based on material police record. (L/P - Ayes 5, Noes 0) **HEARING Pgs. 34-36**
- C.3. Approve application of Diana Lewis for a new Operator's (Bartender's) License, subject to 90 demerit points. (L/P - Ayes 4, Noes 1) **HEARING Pgs. 37-39**

- C.4. Application of Daniel Love for a new Operator's (Bartender's) License, with a recommendation from the City Attorney to deny, based on material police record. (Referred back to L/P 08/01/16) (L/P - send to Common Council with no recommendation - Ayes 5, Noes 0) **HEARING Pgs. 40-100**
- C.5. Approve application for Successor of Agent status of the Class "A" Beer/"Class A" Liquor License located at 3500 52nd Street (Kenosha Fresh Market), from Holly Schroeder to Kathleen Jewell, subject to 20 demerit points. (District 10) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 101-102**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property Located in the City (per List on File in the Office of the City Clerk):
- a. Boarding and Securing - \$460.33
 - b. Grass and Weed Cutting - \$20,629.60
 - c. Property Maintenance Reinspection Fees - \$5,998.00
 - d. Raze/Preraze of Structures - \$252,946.97
 - e. Trash - \$5,087.63
- (Fin. - recommendation pending) **HEARING Pgs. 103-130**
- I.2. Resolution by Alderperson Rocco J. LaMacchia, Sr.; Co-Sponsors: Alderperson David F. Bogdala, Alderperson Scott Gordon, Alderperson G. John Ruffolo, Alderperson Mitchell H. Pedersen, Alderperson John Fox, Alderperson Kevin Mathewson, Alderperson Jack Rose - Resolution to Urge the Kenosha Unified School District Board to Follow the Recommendation of its Committee Regarding the Naming of the New Stadium. (PW - recommendation pending) **Pg. 131**
- I.3. Resolution by the Mayor - Resolution to Modify the Table of Organization in the Department of Public Works – Streets Division to Reclassify One Position of Field Supervisor to that of Electrical Supervisor. (Fin. - recommendation pending) **Pgs. 132-133**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Award of Contract for Project 16-1211 Municipal Office Building – Air Handler Replacement (625 52nd Street) to J & H Heating, Inc. (Port Washington, Wisconsin) in the amount of \$74,000.00. (District 2) (PW - Ayes 6, Noes 0) **Pg. 134**

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. 2016 Community Development Block Grant (CDBG) Subgrantee Agreements:
- a. Big Brothers Big Sisters - Mentoring Tomorrow's Workforce
 - b. Boys & Girls Club of Kenosha - Lincoln Outpost Be Great: Participate
 - c. ELCA Urban Outreach Center - Facility Roof Replacement
 - d. ELCA Urban Outreach Center - Life Sustaining Employment
 - e. Kenosha Area Family & Aging Service, Inc. - Volunteer Transportation Service
 - f. Kenosha Human Development Services - Adult Family Home Roof Repairs
 - g. Kenosha Literacy Council - Literacy at Work
 - h. Kenosha YMCA - Frank Neighborhood Parent Resource Center Project
 - i. Oasis You Center - After School Program
 - j. Salvation Army - Housing Stabilization Program
 - k. Salvation Army - Transportation Assistance Program
 - l. Shalom Center of Interfaith Network of Kenosha County, Inc. - Mental Health Assessment and Therapy
 - m. Shalom Center of Interfaith Network of Kenosha County, Inc. - Homeless Shelter Improvements
 - n. Urban League of Racine and Kenosha, Inc. - Hispanic Center Program
 - o. Walkin' In My Shoes, Inc. - Survival Backpack Street Outreach Program
 - p. Women and Children's Horizons - Legal Advocacy Program/Legal Coordinator
 - q. Women and Children's Horizons - Shelter Air Conditioning
 - r. WI Women's Business Initiative Corporation - Micro Enterprise Technical Assistance/Loans.
- (Fin. - recommendation pending) **PUBLIC HEARING Pgs. 135-198**
- L.2. Distribution Easement Agreement with We Energies for Parcels 08-222-29-400-001 (4071 88th Avenue) and 08-222-32-101-004 (4126 91st Avenue). (District 16) (Airport Comm. - Ayes 4, Noes 0; PW - Ayes 6, Noes 0) **Pgs. 199-203**
- L.3. Intergovernmental Cooperation Agreement between the Village of Somers and the City of Kenosha Regarding Reconstruction of 27th Street and Resurfacing of 28th Street. (PW - Ayes 6, Noes 0) **Pgs. 204-210**
- L.4. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin, and Global Jet Properties, Inc. (#4480 91st Avenue). (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 211-215**
- L.5. Approve First Amendment to Lease Agreement between the City of Kenosha, Wisconsin, and Glenn E. Fenske (#2930 72nd Avenue). (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 216-220**

- L.6. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Magill Construction Company, Inc. (PW - Ayes 6, Noes 0; Parks - Ayes 4, Noes - 0; Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Common Council will reconvene into open session. Pgs. 221-233**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. KABA 2016 2nd Quarter Loan Reports. (Fin. - recommendation pending)
Pgs. 234-241
- M.2. Request from Emily Savage and Dean Scales to Rescind a Trash and Debris Special Charge in the amount \$175.00 Levied by Resolution 71-16 for 4423 Taft Road (Parcel #02-122-02-181-003). (District 15) (Fin. - recommendation pending) **HEARING**
Pgs. 242-255
- M.3. Request from Guadalupe and Esequiel Roginski to Rescind a Trash and Debris Special Charge in the amount \$400.00 Levied by Resolution 71-16 for 1103 83rd Street (Parcel #06-123-07-452-011). (District 9) (Fin. - recommendation pending) **HEARING**
Pgs. 256-269
- M.4. Disbursement Record #14 - \$4,269,605.11. (Fin. - recommendation pending)
Pgs. 270-307

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of Project 15-1529 Uptown Library Basement Renovation – Tile and Base (2419 63rd Street) which has been satisfactorily completed by Dickow-Cyzak Tile Co. (Kenosha, Wisconsin). The final amount of the contract is \$21,685.00. (District 3) (Library Board - Ayes 6, Noes 0; PW - Ayes 6, Noes 0) **Pg. 308**

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

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

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 1, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, His Honor, Mayor John A. Antaramian presided. The meeting was called to order at 7:00 p.m.

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

Rabbi Feingold gave the invocation.

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

It was moved by Alderperson LaMacchia, seconded by Alderperson Gordon, to approve the minutes of the meetings held July 6, 2016 and July 18, 2016. Motion carried unanimously.

Mayor Antaramian, Alderperson Rose, and Alderperson Paff presented commendations to three Kenosha Velosport Champions: Anna Wilson, Jacob Zondlak, and Karl Paff.

14 citizens spoke during Citizen's Comments: Chris Riva, Kathy Madson, Carl Wilkings, Kari Foss, Gregory Reget, Tammy Conforti, Rob Powers, Wade West, Paula West, Amity, Robin Wilson, Jenna Rodriguez, Linda Hoehne, and Edgar Espinosa.

A. REFERRALS

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

- a. 20 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. 5 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no applications for a Taxi Driver's license.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy, to receive and file Communication from the City Clerk regarding Beer/Liquor Licenses Declared Null and Void for Failure to Renew and Beer/Liquor Licenses Voluntarily Surrendered to the City. On a voice vote, motion carried.

B.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve application of Kiwanis Breakfast Club for a Temporary Class "B" Retailer's License for an event to be held at Lincoln Park from August 12 to August 14, 2016 (Kiwanis City Softball Tournament), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

C.1. Applications for new Operator's (Bartender's) Licenses, subject to:

- 10 demerit points:
 - a. Priscella Gazda
- 15 demerit points:
 - b. Travis Barcalow
- 30 demerit points:
 - c. Dillon May
- 70 demerit points:
 - d. Blanca Maslowski
 - e. Mariah Peterson
- f. Gregory Reget

C.2. Application of Jennifer Guerra for a new Operator's (Bartender's) License, with a recommendation from the City Attorney to grant, subject to 80 demerit points.

A hearing was held. Jennifer Guerra spoke. On a voice vote, motion carried.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy to deny applications for new Operator's (Bartender's) Licenses, based on:

- material police record:
 - a. Daniel Love
- material police record and false application:
 - b. Jeremy Beck

A hearing was held. Daniel Love and Jeremy Beck spoke.

C.3.1. It was then moved by Alderperson Kennedy, seconded by Alderperson Michalski to separate items a and b.

C.3.2. It was then moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to send C.3.a. back to the Licensing/Permit Committee and send the documents the applicant provided at the council meeting to the Deputy City Attorney.

C.3.3. Alderperson Mathewson then called a point of order to let the public hearing conclude before approving the motion. Mayor Antaramian allowed the hearing to continue.

C.3.4. It was then again moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to send C.3.a. back to the License/Permit Committee and send the documents the applicant provided at the council meeting to the Deputy City Attorney. On a voice vote motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 1, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

C.3.5. It was then moved by Alderperson Gordon, seconded by Alderperson Ruffolo to deny item C.3.b. On a voice vote, motion carried.

C.4. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo to approve renewal applications for Operator's (Bartender's) Licenses, subject to:

- 15 demerit points:

a. Amy Rodgers

- 60 demerit points:

b. Brandon Zigner

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

C.5. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to approve application for Successor of Agent status of the Class "B" Beer/Class C" Wine License located at 7224 118th Avenue, Ste. A (Noodles & Company), from Jennifer Miller to Michael Scalf, subject to 0 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to approve application of Flint's Inn, Inc., to Request to Change Closing Hours of the Outdoor Extension located at 4708 22nd Avenue (Flint's Inn), to 1:30 am, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Gordon, seconded by Alderperson Michalski to deny application of The Waves Bar & Grill, LLC, for a Probationary Cabaret License located at 3214 60th Street (The Waves Bar & Grill), due to parking issue.

C.7.1. It was then moved by Alderperson Mathewson, seconded by Alderperson Kennedy to open to a public hearing. On a voice vote, motion carried. 14 citizens spoke: Michelle Jensen, Mike Purta, Gary Cluko, Amber Ferda, Tony Jensen, Peggy Schmidt, Nicole Mutchler, Norm Lawand, Rachel Mutchler, Scott Seagul, Felix Pero, Arthur Espinosa, Mr. Patel, and Heather Martinez. There was much discussion. On roll call vote, motion to deny carried (14-1) with Alderperson Mathewson voting nay.

At this time Alderperson Kennedy stepped away from the meeting.

C.8. It was moved by Alderperson Wilson, seconded by Alderperson Paff to approve application of Zignego Company, Inc., for a Temporary Cement Batch Plant License located at 7515 60th Street (Zignego Company), with no adverse recommendations. On roll call vote, motion failed (2-12) with Alderpersons LaMacchia & Paff voting aye and Alderperson Kennedy not present for the vote.

At this time Alderperson Kennedy returned to the meeting and Alderperson Prozanski stepped away from the meeting.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

F. ZONING ORDINANCES 1ST READING

G. ORDINANCES 2ND READING

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

G.1. It was moved by Alderperson Bogdala, seconded by Alderperson Rose, to adopt Ordinance 24-16.

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

On roll call vote, motion carried unanimously with Alderperson Prozanski not present for the vote and said ordinance was thereupon adopted:

Ordinance 28-16

By Alderperson David Bogdala, Co-Sponsors Alderperson Curt Wilson; Alderperson Rocco LaMacchia, Sr. - To Amend and Renumber Subsection 16.145 B. and Create Subsection 16.145 D.11 (of the Code of General Ordinances for the City of Kenosha) Regarding Prohibition of Residential Tenancies of Less Than Seven Days.

Approved: John M. Antaramian, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: August 1, 2016

Published: August 5, 2016

H. ZONING ORDINANCES 2ND READING

I. RESOLUTIONS

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

I.1. It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia, to approve Resolution 93-16. On roll call vote, motion carried unanimously with Alderperson Prozanski not present for the vote and said resolution was thereupon approved:

Resolution 93-16

By Finance Committee – Resolution to Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Right-Of-Way (Sidewalks and/or Driveway Approaches) for Project 13-1016 Resurfacing Phase III (34th Avenue – 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue).

Adopted: August 1, 2016

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 1, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

At this time Alderperson Prozanski returned to the meeting.

I.2. It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to approve Resolution 94-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 94-16

By Finance Committee - Resolution To Amend the City of Kenosha Capital Improvement Program for 2016 By Increasing Line PK-11-001 Petzke ADA Playground in the Amount of \$650,000 Using Various Funding Sources in the Amount of \$650,000 for a Net Change of \$0.

Adopted: August 1, 2016

I.3. It was moved by Alderperson Gordon, seconded by Alderperson Michalski to approve Resolution 95-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 95-16

By the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1015 39th Avenue Resurfacing (39th Avenue – 75th Street to 80th Street).

Adopted: August 1, 2016

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J.1. It was moved by Alderperson Gordon, seconded by Alderperson Michalski, to approve reappointment of Mark Pierog (606 72nd Street, Kenosha) to the Civil Service Commission for a term to expire June 7, 2022. On roll call vote, motion carried unanimously.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

K.1. Award of Contract for Project 16-1015 39th Avenue Resurfacing (39th Avenue – 75th Street to 80th Street) to Stark Pavement Corp. (Brookfield, Wisconsin), in the amount of \$719,710.00.

K.2. Award of Contract for Project 16-1014 Concrete Street Repairs (Birch Road at 22nd Avenue) to LaLonde Contractors, Inc., (Waukesha, Wisconsin) in the amount of \$226,000.00.

K.3. Award of Contract for Project 16-1532 Northside Library Roof (1500 27th Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$192,500.00.

K.4. Award of Contract for Project 16-1431 Dream Playground Surface Removal and Installation (2820 14th Avenue) to Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) in the amount of \$650,000.00.

On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

L.1. It was moved by Alderperson Gordon, seconded by Alderperson Michalski, to approve Intergovernmental Agreement Jurisdictional Transfer of Roadway Between County of Kenosha, Wisconsin and City of Kenosha, Wisconsin For Part of County Trunk Highway "S". On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Kennedy, seconded by Alderperson Rose to approve offer to Purchase property at 3004 60th Street from Donald Perry for \$69,100. On roll call vote, motion carried unanimously.

L.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Michalski to approve First Amendment to the Community Development Block Grant Subgrantee Agreement - Urban League of Racine and Kenosha, Inc. On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Ruffolo, seconded by Alderperson Michalski, to approve Disbursement Record #13 - \$5,122,407.66.

On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson LaMacchia, seconded by Alderperson Gordon, to adjourn at 9:30p.m.

On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
August 1, 2016**

B.1.	August 15, 2016		BARTENDERS	NO ADVERSE
a.	First Name	Last Name	Address	Business Name
1	Jeffrey	Aldert	4927 Flambeau Dr – Mt. Pleasant, WI	Pick N Save
2	Jessica	Apicelli	5507 26 th St	Dolls Tavern
3	Paul	Beetschen	1827 86 th Pl	Meijer
4	Suzanne	Fani	401 71 st St	
5	Oscar	Garcia	2008 Franklin St – Racine, WI	Manny’s Food and Liquor
6	Bethany	Houtsinger	8407 19 th Ave	Festival Foods
7	Bonnie	Jepson	6410 26 th Ave	
8	Mary	Meier	4824 24 Pl	Clubhouse
9	Gerald	Mersand	4912 45 th St	Kenosha Midnight
10	Bradly	Pellegrin	6300 10 th Ave	Kenosha Yacht Club
11	Brianna	Purser	3441 121 st Pl – Pleasant Prairie, WI	Clubhouse
12	Amandeep	Singh	2121 45 th St	Manny’s Food and Liquor/Quality Food
13	Kanwaljit	Singh	1200 Villa St – Racine, WI	Manny’s Food and Liquor
14	Satpal	Singh	9758 S. Rustic Pl – Oak Creek, WI	Manny’s Food and Liquor
15	Cheryl	Steagall	8214 7 th Ave – Pleasant Prairie, WI	Festival Foods
16	Manal	Yusuf	2121 45 th St	Manny’s Food and Liquor
	TOTAL =	16		
b.	SUCCESSOR OF AGENT			
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.	TEMPORARY CLASS “B” BEER			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS “CLASS B” WINE			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS “B” BEER & “CLASS B” WINE			
	Event Date	Organization Name	Location of Event	Event
	TOTAL =	0		
d.	TAXI DRIVERS			
	TOTAL =	0		

**FERMENTED MALT/WINE BEVERAGE SALES APPLICATION
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Ride Across Wisconsin
Location of Event Simmons Island Date of Event Aug 27th & 28th
Name of Group Responsible Wisconsin Bicycle Federation
Person that is Responsible for License and Regulations Wendy Hanisch
Address 3618 W. Pierce St. Milwaukee, WI 53215
Daytime # 414.704.4525 Evening # same Cell # same

Beer Selling Permit Information

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

Public Craft Brewery

Jacob Pitch

Robert McDermott

Security Company/ Brief description of how security will be handled.

Wisconsin Bike Fed will oversee operations - Along with Wheel & Sprocket Bike Shop for equipment.

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No Yes, Indicate Application Date: July 2016

***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: July 22, 2016

***A copy needs to be given to given to Park Division prior to event.**

Emailed Kris- 8/4

Emailed Matt - 8/4

CC 8/19

the event that you are sponsoring is to be held in a school or on school grounds, you must provide a letter from the school principal before the license will be issue

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: July 21, 2016

Town Village City of Kenosha County of Kenosha

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis, Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 2pm, Aug. 27th and ending 6pm, Aug. 28th and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) [X] Bona fide Club [] Church [] Lodge/Society [] Veteran's Organization [] Fair Association

(a) Name Wiscons in Bike Fed

(b) Address 3618 W. Pierce Street, Milwaukee, WI 53215 (Street) [] Town [] Village [] City

(c) Date organized Aug. 29, 2015 414-255-0372

(d) If corporation, give date of incorporation

(e) Names and addresses of all officers: President David Cieslewicz 3618 W Pierce St, Milwaukee, WI

Vice President David Schlabowski 3618 W Pierce St, Milwaukee, WI
Secretary N/A

Treasurer Andrew Kazmarek 3618 W Pierce St, Milwaukee, WI

(f) Name and address of manager or person in charge of affair: Wendy Hanisch, 3618 W. Pierce Street, Milwaukee, WI 414-255-0370

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Simmons Island Park

(b) Lot Parking lot near bath house Block

(c) Do premises occupy all or part of building? no

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

(a) List name of the event Ride Across Wisconsin Finish Party

(b) Dates of event Aug. 27th and 28th, 2016

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 7/21/2016 Wisconsn Bike Fed (Name of Organization)
Officer [Signature/date]

Officer [Signature] 7/21/2016
Officer [Signature/date]

Date Filed with Clerk 8.3.16 Date Reported to Council or Board

Date Granted by Council License No. 160029
How would you like to receive your license? [] pick up [] mail

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

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

RE: **Sign Code Appeal: Special Exception Request from Ralph Ruffolo to Repair an Existing Prohibited Sign and Change the Sign Face of a Prohibited Sign at 2926 75th Street (Parcel #01-122-01-456-008) (Zoning: M-1) (District 8)**

DATE: August 10, 2016

Section 15.07 B of the Code of General Ordinances provides the City of Kenosha Common Council the ability to approve a Special Exception for signs based on the following criteria:

B. Special Exception *Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from the terms of this Ordinance, where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.*

The property at 2926-2930 75th Street currently has a two-sided roof sign. The roof sign was damaged in recent wind storms, including a whole panel that is missing from the east face of the sign and a bent panel on the west face of the sign which appears to have been repaired. The owner's sign contractor has indicated that they would like to fix the broken and missing sign panels and install a new sign message over the existing faded sign face.

Section 15.12 of the Code of General Ordinances lists prohibited signs in the City, including roof signs and deteriorated signs. A roof sign is defined as "A sign erected, constructed or installed on, and which extends over the roof of a building." A deteriorated sign is defined as "A sign which is faded, tattered, broken, out of alignment, not fully functional or a blighting influence." The subject sign meets both of these criteria; therefore, it is a prohibited sign. Staff indicated to the sign contractor that we cannot issue a permit to repair the prohibited sign and install a new sign message on the structure.

The owner of the sign submitted the attached request for a Special Exception requesting approval to fix the prohibited sign and install a new sign message. The applicant has indicated that between 1987 and 1997, he applied for and received multiple sign permits to amend the sign message. Since the most recent changes from 1997 are nearly 20 years old, he is applying to install a new updated sign face.

Staff does not have access to the previously issued permits, so it is not known whether the previous sign permits involved repair to a prohibited sign. Staff agrees with the applicant's petition that a sign permit was rightfully issued in the past if no repair was necessary since the sign was grandfathered. The Ordinance does allow for a sign that lawfully existed on the effective date of the Ordinance and which does not conform to the provisions of the Ordinance to remain nonconforming only as to height, setback, and sign face area, provided it is not vacated for a period of ninety (90) or more consecutive days. However, since the sign has been damaged, Staff is unable to issue a sign permit to repair and extend the life of a prohibited sign. The spirit and purpose of listing prohibited signs in the Ordinance is to prevent new prohibited signs from being erected; and, to remove existing prohibited signs when they become damaged or destroyed. Section 15.13 of the Code of General Ordinances authorizes the Administrator to issue a written order to remove a prohibited sign within thirty (30) days of the date of the order.

Staff Recommendation:

As Chapter 15 of the Code of General Ordinances lists roof signs and deteriorated signs as prohibited signs, a recommendation is made to deny the request for a Special Exception to repair the existing roof sign and replace the sign message. The Special Exception request is contrary to the spirit and purpose of the Ordinance, which includes regulations for removal of prohibited signs. The applicant also has wall signage and an existing freestanding sign, so the Special Exception is not needed to do substantial justice.

BRW:saz

Attachments



FOR OFFICE USE ONLY	
Date Filed	<u>7/18/16</u>
Received by	<u>83</u>
Receipt Number	<u>009845</u>

APPLICATION FOR SPECIAL EXCEPTION FOR SIGNS
Form #CDI169 (rev. 05/16)

2926-30 75th St Kenosha, Wi
Location of Special Exception Request

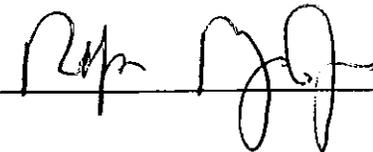
APPLICANT Ralph Ruffolo PHONE 262-652-3126
 MAILING ADDRESS 2926-75th St E-MAIL Ralph@Southport-Resign.com
Kenosha, Wi 53143
 OWNER (if different from applicant) same PHONE _____
 MAILING ADDRESS _____ E-MAIL _____

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

I/We Ralph Ruffolo hereby apply for a Special Exception pursuant to Section
 (Property Owner / Applicant)
 15.17 B of the City of Kenosha Code of General Ordinances for 2926-75th St 456-007
 (Address / parcel # of subject property)
 to allow (describe request) see attached

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

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

Applicant's signature: 

July 18, 2016

APPLICATION FOR SPECIAL EXCEPTUION FOR SIGNS

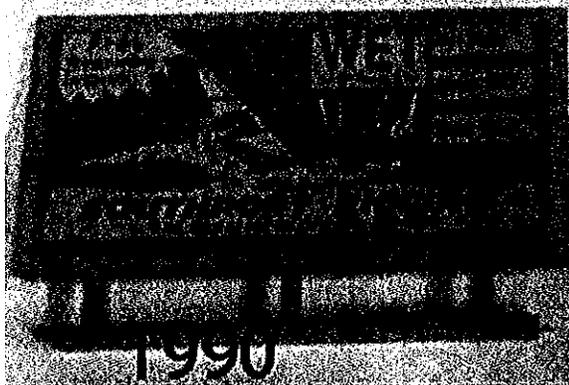
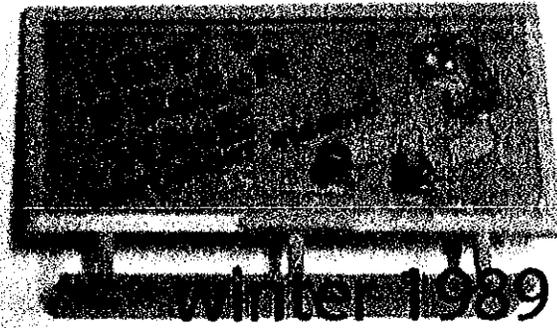
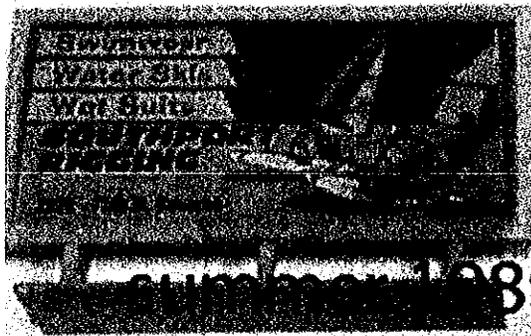
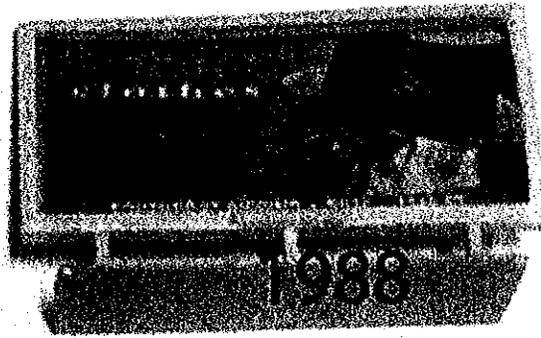
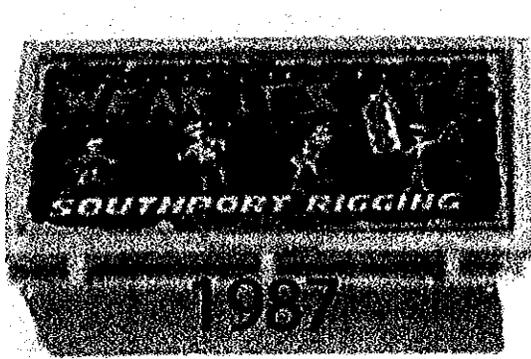
Dear Sirs,

I am asking the City for an exception to your sign ordinance prohibiting roof signs.

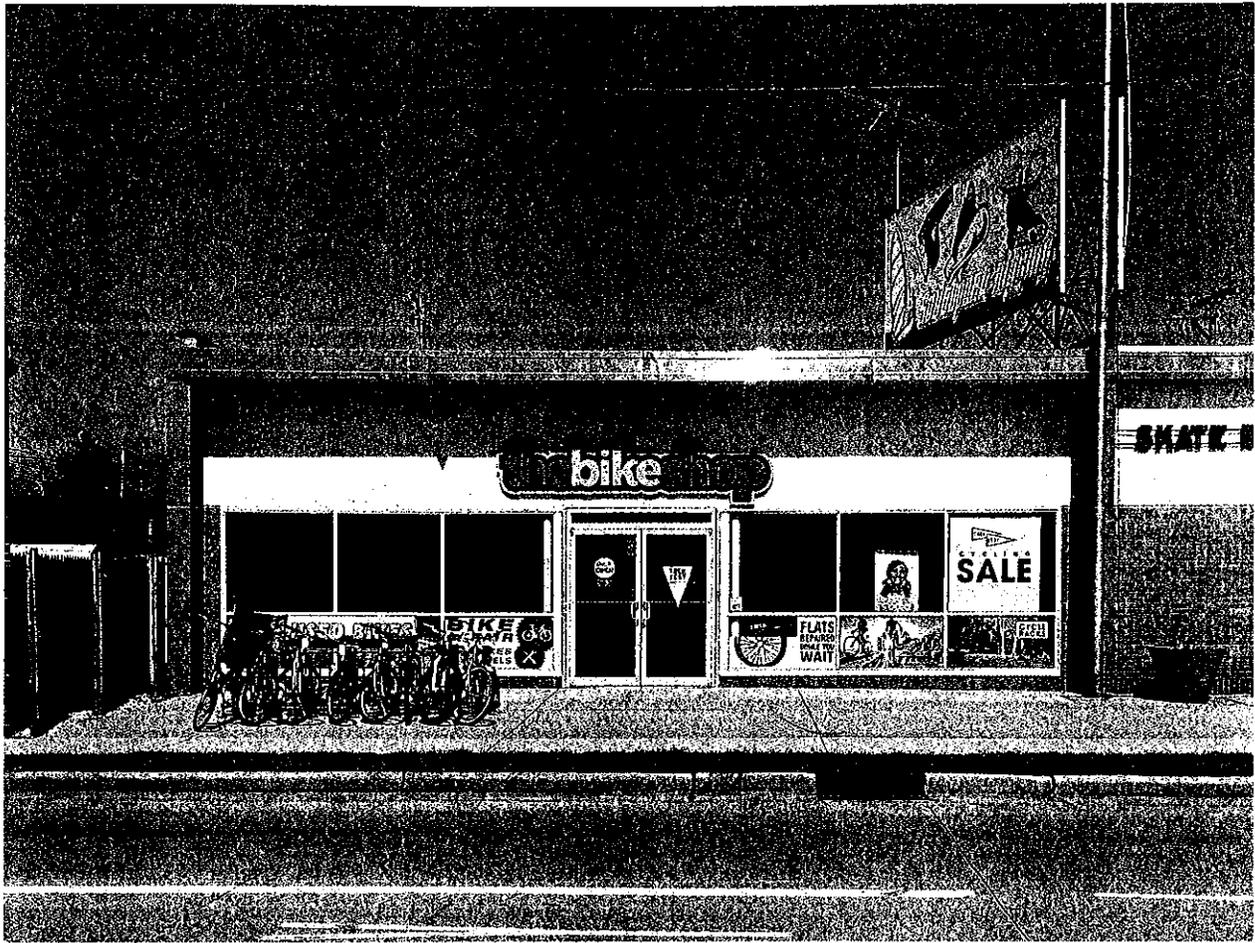
History:

I moved into this property (the former Walkowski Lawn and Garden) in September of 1987. At that time there was a billboard style roof sign on top of the building. Shortly after moving in I applied for a permit to change the sign graphics to advertise my store. At that time I was informed that the roof sign was illegal under the new ordinance, but would be grandfathered and I was given a permit to change the graphics. In the 1st 10 years I changed the graphics 7 different times using the local billboard advertising company to make and install the graphics. In 1997 I had Scott Shumway, Creative Designs install the graphic faces on the sign that are there right now. As these graphics are nearly 20 years old, faded and damaged by recent winds, I applied for a new sign permit to change the graphics and was turned down.

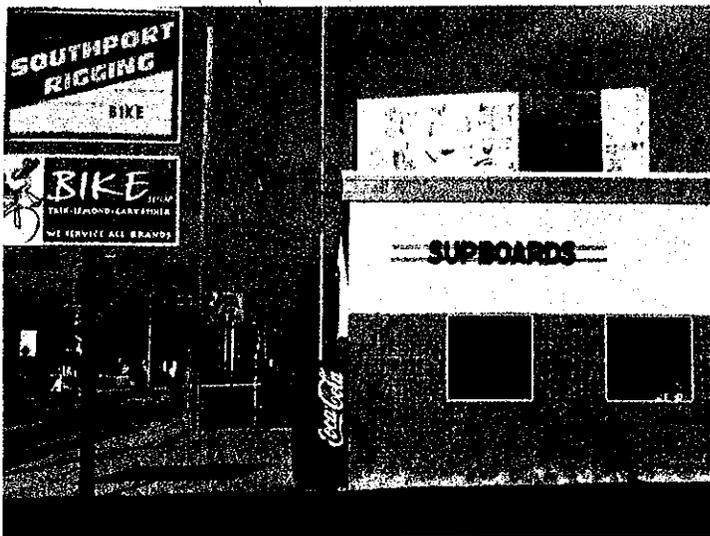
Over the last 30 years we have changed or updated the graphics 8 different times. Each time a new graphic was applied over the old original billboard sign structure. See images below. I am not asking to change the sign size or structure in anyway. I am only asking to change the sign graphics by applying new sign boards over the existing structure, just like every other time. I don't understand how these 8 changes were allowed for my grandfathered roof sign, but this request is being denied.



The last time we changed the sign was approximately 1997.



It is now time to change the graphics again as the face of the sign was damaged in the spring winds and is faded from the sun.



Our proposal is to put new graphics on the sign. This will be a hand painted sign on ¾" sign grade plywood. The sign would be painted in a studio and then mounted on the existing structure by Tawater Signs. The sign should last 10 to 15 years in the Wisconsin environment.



I don't understand why changing the face of the sign is not considered normal maintenance to our grandfathered sign. We are only trying to maintain our property. Please grant a Special Exception for our grandfathered sign.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph Ruffolo".

Ralph Ruffolo
President

Southport Rigging, Inc.
2926-75th Street
Kenosha, WI 53143

262-652-3126

ralph@southport-rigging.com





August 15, 2016, Pg. 16

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

Building. A building or structure, whether or not occupied, located in any zoning district.

Building Marker. A permanent Sign attached to a building indicating the name of a building, date of construction and incidental information about its construction.

Canopy. A hoodlike cover, shelter or awning protection from rain or sun or decorative in nature containing a Sign projecting from a building extending over a door, entrance, window or outdoor service area, including a marquee Sign.

Changeable Copy. A Sign or portion of a Sign, with written representation, emblem, graphic, logo, symbol or other display that can be changed or rearranged without altering the face surface of the Sign, whether or not any display is periodically rearranged.

Commercial Message. Any written representation, emblem, graphic, logo, symbol or other display that names, advertises or references a business, operator, product, service or other commercial activity.

Construction. A Sign on a construction or demolition site identifying a construction or redevelopment project or parties participating in development or redevelopment of the premise on which the Sign is located.

➔ **Deteriorated.** A Sign which is faded, tattered, broken, out of alignment, not fully functional or a blighting influence.

Directional/Information. A Sign that provides directions, instructions, or information and which may incidentally contain the name or logo of a business, owner or operator, but which excludes product and service related copy (i.e., parking or exit and entrance Signs).

Electronic Message. A Sign which provides changing or changeable messages in electronic format, which is not an animated Sign.

Electrical. A Sign or Sign structure in which electrical wiring, connections, or fixtures are used for display, lighting or any other purpose.

Exempt. A Sign which is exempt from the Sign Permit requirements of this Ordinance.

Festoons. Signs which shall include, but are not limited to, strings of ribbons, tinsel, small flags, pennants or pinwheels hanging between two points.

Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols used as a symbol of government, political subdivision or other entity.

Flashing. A Sign, excluding Changeable Copy Signs and Electronic Message Signs, which contains any combination of devices that creates an illusion or sense of flashing light.

Freestanding. A Sign, independent from any buildings, supported by a pole or structures or supports that are placed on, or anchored in the ground or pavement.

Historic Signs. Signs which the Historic Preservation Commission has evaluated for historical significance, determined to be historically significant, and are listed on a Historic Sign Inventory on file in the Department of Community Development and Inspections. Historic Signs may include rooftop, projecting, freestanding, wall, obsolete, on-premises, off-premises, or nonconforming Signs.

Illegal. A Sign which is not authorized by this Ordinance, or was constructed or installed contrary to Ordinances existing on the date of construction or installation.

Incidental. A Sign, emblem, or decal, not exceeding one (1) square foot in area, informing the public of goods, facilities or services available on commercial premises; e.g., a credit card Sign or a Sign indicating hours of business.

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

located. Storage buildings, garages, and other accessory buildings shall not be considered principal buildings.

Projecting. A Sign affixed to a building or wall in such a manner that its leading ledge extends more than fourteen (14") inches beyond the surface of such building or wall.

Real Estate. A Sign advertising all or a portion of the Premise upon which the Sign is located as being for sale, lease, or rent.

Recreation Area. Any land which is available to the public for recreational uses (i.e., sports, hiking, biking, swimming).

Residential Identification. Any Sign located in a district zoned for residential uses.

Right-of-Way. The area between lot lines reserved for vehicles and pedestrian travel, including the street surface, lawn park areas and sidewalks.

Roof. A Sign erected, constructed, or installed on and which extends over the roof of a building.

Setback. The distance from the lot line to the nearest part of the applicable building, Sign or Sign structure, measured perpendicularly to the lot line.

Sign. A device, fixture, placard, flag, or structure that uses any writing, representation, emblem, graphic, logo, symbol, or other display to advertise, or identify a business, owner, operator, product, service or commercial activity, or to communicate information of any kind.

Sign Clearance. The vertical distance measured from the bottom of the Sign to the grade below.

Sign Face. The extreme limits of the writing, representation, emblem, logo, graphic, symbol or other display together with any material or color forming an integral part of the background of the display or used to differentiate the Sign from the backdrop or structure against which it is placed.

Sign Structure. Any structure which supports or is capable of supporting a Sign as defined in this Ordinance. A Sign Structure may be a single pole and may or may not be an integral part of a building.

Special Announcement. A Sign located on residentially zoned property containing a personal announcement.

Street. A strip of land in a right-of-way subject to vehicular traffic providing direct or indirect access to property, including, but not limited to, streets, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails and other public thoroughfares.

Street Frontage. The distance for which a street lot line of a premise abuts a street, from one lot line of premise intersecting said street to the furthest distant lot line of premise intersecting the same street.

Tethered Balloon(s). A bag made of material permeable to gas and filled with a type of gas lighter than ordinary air, designed to rise and float in the atmosphere, secured by a rope, chain, or similar means of attachment, so as to restrict its movement within a small radius.

Unified Business Center. A shopping center consisting of a group of permitted and/or conditional retail and/or commercial uses which are located in multiple buildings on a single lot or group of lots. The center is planned, developed and functions as a unit with common shared access, building materials and/or architectural features. A Unified Business Center is located on property zoned B-2. A Unified Business Center must be so designated by the Common Council.

Wall. A Sign attached parallel to, but within fourteen (14") inches of an outside wall of a building, or Sign painted on the surface of an outside wall or Sign erected and confined within the limits of an outside wall of a building.

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

Window. Any Sign that is placed inside a window or upon the window panes or glass and is intended to be visible from the exterior of the building.

15.03 PROHIBITION

A. It shall be unlawful for any person to erect, place, replace, move, establish, originally paint, construct, install, convert, substantially alter, rebuild, enlarge, remodel, relocate, illuminate, or maintain any Sign defined in this Ordinance in the City contrary to the applicable provisions, standards and requirements of this Ordinance.

B. **Kenosha Water Utility Water Tower Signs Exempt.** Signs placed or allowed on elevated water towers owned and maintained by the Kenosha Water Utility shall be exempt from the requirements and prohibitions proscribed in this Chapter.

15.04 PERMITTED AND PROHIBITED SIGNS

Signs shall be permitted or prohibited (not permitted) in the City in certain Zoning Districts in accordance with **Table 1**, attached hereto and incorporated herein. See Section **15.12** for Prohibited Signs.

15.05 SIGN NUMBER, AREA AND MEASUREMENT STANDARDS

A. **Maximum Number of Signs and Maximum Area of Sign Faces.** The total number and maximum area of Sign Faces shall not exceed the parameters contained in **Table 1**, except as provided below:

One additional Freestanding Sign (over the number designated in **Table 1**) may be permitted for a Premise which is located at the intersection of two major streets, and which Premise has a minimum of two hundred fifty (250) lineal feet of street frontage along both major streets.

On a Premise with multiple occupants, the Sign Face Area shall be determined in accordance with the requirements regulating a Unified Business Center, rather than **Table 1**.

Additional Freestanding Signs shall only be permitted if a special exception is granted by the Administrator due to circumstances uniquely related to the lot.

B. **Calculation of Sign Face Area for Freestanding and Wall Signs.** The area of a Sign Face for a Freestanding or Wall Sign shall be calculated by means of the smallest regular geometric shape (i.e., rectangle, circle or triangle), or combination thereof, that will encompass the Sign Face, but not including any supporting framework or wall when it is clearly incidental to the display itself.

C. **Calculation of Sign Face Area for Monument Signs.** The area of a Sign Face for a Monument Sign shall be calculated by including the Sign Face area around and enclosing the perimeter of the structure holding or supporting the Sign. The Sign base area shall be included in the calculation of the overall Sign Face area and Sign height. All elevations (i.e., berms) above the overall final grade of the Premise on which the Sign is located shall be included in the calculation of the overall Sign height.

D. **Calculation of Sign Face Area for Multiple Faced Signs.** The area of Sign Face for Multiple Faced Signs shall be calculated by adding together the area of the Sign Face(s) that can be read by one viewer at one time. Where two identical Sign Faces are placed back-to-back or on the same Sign support separated by less than four (4') feet, so that both faces cannot be read by any one viewer simultaneously, only one (1) of the faces shall be calculated for purposes of determining Sign Face area.

E. **Calculation of Sign Height.** The height of a Sign shall be calculated by determining the distance from the base of the Sign at normal grade in the vicinity of the Sign (excluding berms) to the top of the highest component of the Sign. Normal grade shall be construed to be the higher of the existing grade prior to construction, or the newly established grade after construction, exclusive of any filling, berming, molding, or excavating solely for the purpose of locating the Sign. Where the normal grade cannot reasonably be determined, Sign height shall be calculated on the basis that the elevation of the grade at the base of the Sign is equal to the

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

Parks. Commercial signs placed in city-owned parks or recreational areas provided such sign received approval by the Parks Commission, such approval being subject to annual review.

Political Campaign Signs. Signs promoting candidates for public office or issues on election ballots, not exceeding thirty-two (32) square feet per occupancy, posted on private property in accordance with this Chapter.

Real Estate Signs. One (1) Real Estate Sign per Street Frontage of a Lot or Premise, not to be directly illuminated and not to exceed a Sign Face of eight (8) square feet for residential districts, thirty-two (32) square feet for commercial districts, or sixty-four (64) square feet for industrial districts.

Religious Institution Signs. Bulletin boards, Identification and Directional Signs pertaining to religious institutions, not exceeding one (1) per abutting street, nor sixteen (16) square feet, which are not internally illuminated.

Special Announcement Signs. Special Announcement Signs not to exceed Sign Face of thirty-two (32') square feet, where not located on the same Lot or Premise for more than three (3) consecutive days per occasion.

Special Displays. Special displays used for public celebrations, on public property, by or approved by City.

Signs in Street Right-of-Way authorized by this Ordinance.

15.12 PROHIBITED SIGNS

All Signs not expressly permitted are prohibited in any location in the City. The following Signs are specifically prohibited:

1. Signs containing statements, words or pictures of an obscene or pornographic nature.
2. A Sign, handbill, notice or poster affixed to a tree, fence, pole, Street Sign, Traffic Sign or other structure not constructed or intended for use as a Sign base, which is not authorized by this Ordinance.
3. Revolving Signs.
4. Roof Signs.
5. Signs which are structurally dangerous, or unsafe.
6. Abandoned/Obsolete Signs.
7. Flashing and Animated Signs.
8. Deteriorated Signs.
9. Signs used beyond time limits provided in this Ordinance.

15.13 POWER AND AUTHORITY FOR REMOVAL OF NONCONFORMING AND/OR PROHIBITED SIGNS AND SIGN STRUCTURES

The Administrator shall have the power and authority to remove or cause to be removed any and all Nonconforming, Abandoned, Obsolete and/or prohibited Signs and Sign Structures.

If upon inspection, the Administrator finds that a Sign or Sign Structure is Nonconforming, Abandoned, Obsolete, and/or prohibited, the Administrator shall issue a written order to the owner or operator of the Premises upon which the Sign or Sign Structure is located stating the nature of the violation and requiring them to repair, remove, or conform the permanent Sign or Sign Structure within thirty (30) days of the date of

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

the order and remove temporary Signs or Sign Structures within five (5) days of the order.

When it becomes necessary for the Administrator to remove or cause to be removed, or take down, a Nonconforming, Abandoned, Obsolete, defective, unsafe or dangerous Sign or Sign Structure, the cost thereof shall be placed on the tax roll as a special assessment and become a lien against the benefitted property, unless paid sooner.

Prohibited Signs or Sign Structures in a street right-of-way or on public property may be removed and destroyed by the Administrator or Police Department, without notice.

15.14 POLITICAL SIGNS

Political Signs may be displayed in front, side and rear yards, (as those terms are defined in the Zoning Ordinance), on a Premise in any Zoning District only during the following times: Commencing with the filing of nomination papers of the candidate for public office with the appropriate governmental office in charge thereof or the placement of an issue on an election ballot and terminating seven (7) days after the election for the position or issue which is the subject of the referendum.

15.15 OFF-PREMISE SIGNS

A. Purpose. This Section is intended to protect the public health, safety and welfare by regulating the construction, materials, placement/location, size, height, spacing and maintenance of Off-Premise Commercial Signs. This Section is designed to ensure that Off-Premise Commercial Signs are compatible with other Signs and land uses, and are not detrimental to the aesthetic quality of the community.

Off premise commercial signs are subject to City approval pursuant to the following procedures:

1. **Sign Replacement (same size sign in the same location):** off premise sign permit.
2. **New Sign Location or Relocation where the Proposed Sign is 300 Square Feet or Less:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
3. **New Sign Location or Relocation where the Proposed Sign is Greater than 300 Square Feet:** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
4. **Bulletin Sign (Size 14' x 48'):** site plan review in conformance with Section 14.0 of the Zoning Ordinance.
5. **Sign Not in Compliance with §15.15 H.5 and §15.15 H.7:** conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.
6. **Digital Display:** conditional use permit in conformance with Section 4.0 of the Zoning Ordinance.

All Off-Premise Commercial Signs existing in the City shall be maintained in accordance with the following conditions and restrictions.

B. Illumination.

1. The light rays from any Off-Premise Commercial Sign which is externally illuminated shall be cast directly upon the Sign Face surface and shall not be visible to motor vehicle operators, except as may be reflected from the Sign Face. The illumination of Off-Premise Commercial Signs will not be permitted between 12:00 A.M. and 5:00 A.M. No Off-Premise Commercial Sign shall contain flashing elements or video displays.

2. **Digital Display Illumination.** Digital Display Off-Premise Signs shall be subject to the following regulations:

- a. Each change of message shall be accomplished in one second or less.

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

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

RE: **Sign Code Appeal: Special Exception Request from Prairie Lake Estates Homeowners Association, Jolene Fraser, Agent, for Relief from the Residential Identification Sign Size Requirement. Property Address: 8200 75th Street (Parcel #03-122-04-376-033) (Zoning: RM-2) (District 16)**

DATE: August 10, 2016

Section 15.07 B of the Code of General Ordinances provides the City of Kenosha Common Council the ability to approve a Special Exception for signs based on the following criteria:

B. Special Exception Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from the terms of this Ordinance, where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.

The property owner's association at Prairie Lake Estates has requested a Special Exception to remove their existing 5' X 22' entryway sign and replace it with a 4' X 20' entryway sign. Per Section 15 of the Code of General Ordinances, a Residential Identification sign is allowed for a property zoned RM-2 (Multi-family Residential) that is up to thirty-two (32) square feet in size. The proposed sign would be eighty (80) square feet in size. If the applicant was simply replacing a sign message on the existing 110 square-foot sign, a Special Exception would not be needed – only a sign permit. However, the sign posts that are supporting the existing sign are rotting and need replacement; therefore, the eighty (80) square-foot sign is essentially a new sign and a Special Exception is needed in order for the permit to be issued.

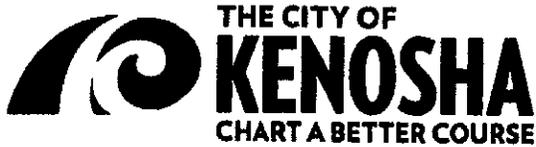
The sign advertising the Park is at the entryway to the Park, nearly 400 feet from the nearest travel lane of State Trunk Highway 50. The proposed sign face will also be thirty (30) square feet less than the existing sign face.

Staff Recommendation:

Chapter 15 of the Code of General Ordinances allows for a Special Exception that will not be contrary to the spirit and purpose of the Ordinance, which is to promote the effective use of signs as a means of communication and to maintain and enhance the aesthetic environment of the City. Since the site in question is a great distance from the travel lanes of State Trunk Highway 50, a larger sign that is still visible from the right-of-way is necessary to promote the Park, but is still consistent with the scale of the park and its environment. Staff recommends approval of the Special Exception request.

BRW:saz

Attachments



FOR OFFICE USE ONLY

Date Filed 7/25/16
 Received by LD
 Receipt Number 9916

APPLICATION FOR SPECIAL EXCEPTION FOR SIGNS
 Form #CD1169 (rev. 05/16)

8200 75th Street Kenosha
 Location of Special Exception Request

APPLICANT PLEHC - Jolene Fraser (secretary) PHONE 262-909-3991

MAILING ADDRESS 8200 75th Street Lot 53 E-MAIL sweetjob@att.net

OWNER (if different from applicant) _____ PHONE _____

MAILING ADDRESS _____ E-MAIL _____

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

I/We Jolene Fraser hereby apply for a Special Exception pursuant to Section
 (Property Owner / Applicant)

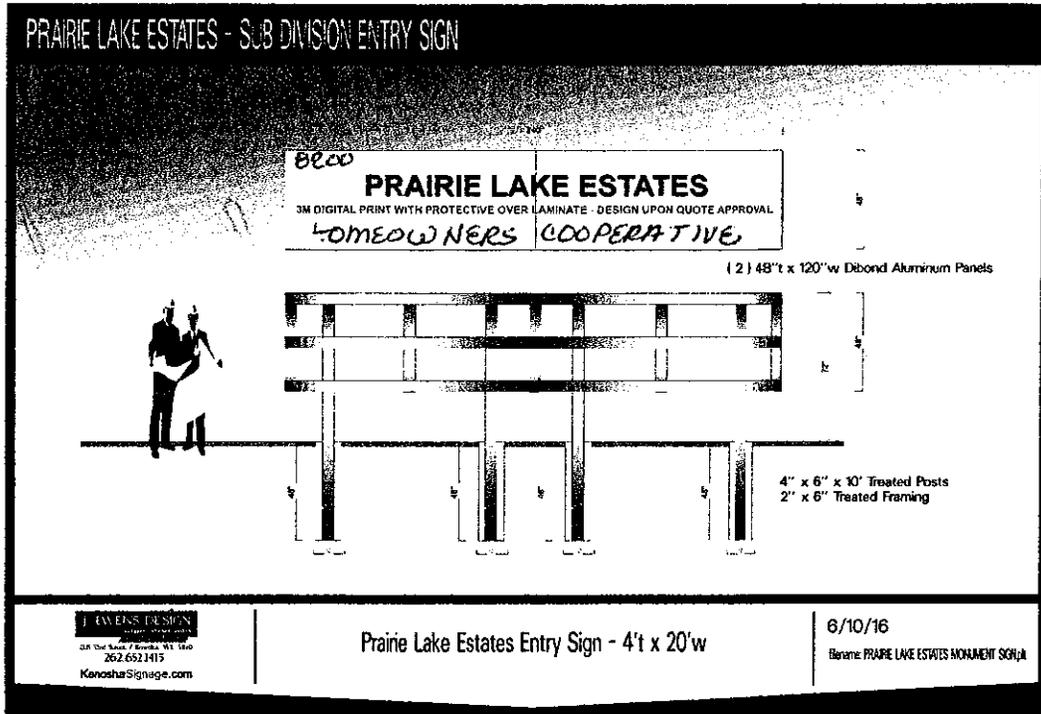
15.17 B of the City of Kenosha Code of General Ordinances for 8200 75th Street
 (Address / parcel # of subject property)

to allow (describe request) replacement of current entrance signage to be upgraded with better quality material and safer structural foundation posts.

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

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

Applicant's signature: Jolene Fraser





EXISTING SIGN

**KENOSHA COUNTY
INTERACTIVE MAPPING**

- Legend**
- Street Centerlines
 - Right-of-Ways
 - Water Features



1 inch = 264 feet

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

Date Printed: 8/11/2016

CODE OF GENERAL ORDINANCES, 2016 - KENOSHA, WISCONSIN

ZONING DISTRICTS		B-1/B-2/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Sign Descriptions - Continued						
Real Estate: One (1) Sign per street frontage of lot.		Not To Exceed 32 Square Feet	Not To Exceed 8 Square Feet	Not To Exceed 64 Square Feet	Not To Exceed 8 Square Feet	Not To Exceed 32 Square Feet
Residential/Accessory: (i.e., private parking, trespass)		Not To Exceed 4 Square Feet	Not To Exceed 4 Square Feet	Not To Exceed 4 Square Feet	Not to Exceed 4 Square Feet	Not To Exceed 4 Square Feet
Residential Identification* (32 s.f. area/ 5 height maximum)		PERMITTED	PERMITTED	PERMITTED	PERMITTED	PERMITTED
Roof		NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED
Special Announcement		NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	PERMITTED	PERMITTED
Unified Business Center* - One (1) major street frontage, as defined within the Sign Ordinance. All outlets shall be permitted one (1) Monument Sign only.		PERMITTED IN B-2 ONLY. 1 square foot linear foot or 350 square foot, whichever is less - two (2) sides maximum/ Maximum Height: 35'/ Setback: 15'	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED
Wall* (15% of total wall area - principal building only)		PERMITTED	PERMITTED	PERMITTED	PERMITTED IN RD/RR	NOT PERMITTED
Window		PERMITTED	PERMITTED	PERMITTED	NOT PERMITTED	NOT PERMITTED



*Denotes that a Sign Permit is Required.

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

16

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/25/2016	Tinesha Sifuentas		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170601	1820 45th St, Lower	CVS/Pharmacy	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/30/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

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

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

1a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/25/2016	David Gullo		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170600	805 40th Street	Parkway Chateau	12304 75th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/29/2016	WEAPON/OTHER VIOLATION**	REF CRIMINAL COURT	N	N/A
	** HAS NOT BEEN CHARGED			

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

CITY ATTORNEY'S COMMENTS

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

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

lc

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/26/2016	Eric W. Lefstad		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170608	8120 75th St Apt 2	The Garage	3001 60th St

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/17/2015	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
11/17/2015	OPERATING WHILE INTOXICATED	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS

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

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

1d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/25/2016	Ryan Larsen		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	309 E. Euclid Avenue	Wine Knot Bar & Bistro	5611 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/29/2016	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
5/29/2016	OPERATING WHILE INTOXICATED	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS

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

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

1e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/20/2016	Tara M. Christianson		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170591	4803 14th Avenue, Upper	Meijer	7701 Green Bay Rd

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/29/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
10/10/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	20
5/1/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	20
10/21/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	10

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

CITY ATTORNEY'S COMMENTS

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

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

1f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/20/2016	Sharon C. Cartharn		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170592	6301 73rd St, Apt 102	Meijer	7701 Green Bay Rd

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/7/2012	OPERATING WHILE SUSPENDED	GUILTY	N	10
2/15/2012	OPERATING WHILE SUSPENDED	GUILTY	N	20
9/28/2013	OPERATING W/O LICENSE	GUILTY	N	5
1/24/2014	OPERATING WHILE SUSPENDED	GUILTY	N	10
5/2/2016	OPERATING WHILE SUSPENDED	GUILTY	N	10
6/30/2016	OPERATING WHILE SUSPENDED	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	75
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	95

CITY ATTORNEY'S COMMENTS

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

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

26

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/19/2016	Kathleen K. Lyman		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170589	4733 78th Place	Festival Foods	3207 80th St

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/22/2015	CHILD ABUSE-INTENTIONALLY CAUSE HARM -FELONY H - 6 CTS.	DISPO PENDING	Y	600

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	600	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	600	

CITY ATTORNEY'S COMMENTS

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

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

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

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

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

Piggly Wiggly, Jewel Food Store
5201 Droun Ave 2/11 - Green Bay Rd
Kenosha, WI Kenosha, WI 53144

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

4733 - 78th Place Kenosha, WI 53142
1004 Willmors tract Kenosha, WI 53102

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

Applicant's Signature: Kathleen Lyman Date: 7-19-16

bartender (operator), page 2

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
 Yes No If yes, explain: Same as other side 1984

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

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

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

7. List all addresses at which you have lived in the past five (5) years:
7103- 36 Ave Kenosha WI 53142
~~6417- 107 Street Pleasant Pr WI 53158~~

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

Applicant's Signature: *Diana K. Lewis* Date: 7-12-16

bartender (operator), page 2

SEARCH REQUEST
Kenosha County Clerk of Court
Fee: \$5.00 PER NAME

RECEIVED
AUG 03 2016
KANSAS
CITY CLERK-TREASURER

RESPONSE TIME TO YOUR SEARCH IS APPROXIMATELY 10 DAYS

Your Name: Diana K Lewis

Date: 7-25-16
RECEIVED

Your Phone Number: 262-308-2806

JUL 25 2016

Do you want to view the files that are found? YES

Rebecca Matoska-Mentink
Clerk of Circuit Court

NAME OF PERSON OR TITLE OF ACTION TO BE SEARCHED:

Diana K Short Date of Birth (if known): [REDACTED]

(Searches are performed using the exact spelling that you have provided. Be cautioned that often more one person has the same name. Not all court records have a date of birth listed. Results will be provided for name matches.)

SELECT TYPE OF ACTIONS TO BE SEARCHED:

- Small Claims
- Civil
- Traffic
- Misdemeanor
- Felony
- Family

TIME PERIOD TO BE SEARCHED: 1984 to present

****IMPORTANT INFORMATION - PLEASE READ CAREFULLY****

The only information provided by this office will be Kenosha County Circuit Court file numbers. This office is unable to verify dates of birth or social security numbers. If you require additional information, the court files are available for your review in the Clerk of Courts Office between the hours of 8AM and 5PM. We will supply you with copies from the file(s) as requested at the rate of \$1.25/page. An additional \$5 per document will be charged for certification if requested.

162025092
(D)

RESULTS OF SEARCH:

no cases in CCAP
AS400 - no cases
blue binder - 84CF 424

Search by: Kenosha County Circuit Court, Deputy Clerk

Date _____ (Court Seal)

m: Counter/Search Request rev March 2013

<input checked="" type="checkbox"/> STATE OF WISCONSIN <input type="checkbox"/> COUNTY		ATTORNEYS		
<input type="checkbox"/> MUNICIPALITY OF _____		DISTRICT ATTORNEY: Robert D. Zapf		FOR DEFENDANT: Robert Ochowicz
vs. SHORT, Diane K. T				
DATE COMPLAINT FILED 10/29/84	MAJOR OFFENSE Cause Inj. by OVWI	SECTION NUMBER 940.25(1)(a)	FEL MIS FOR <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	JUDGE Zievers Daxian CODE 564 854
DATE OF INITIAL APPEARANCE 10/29/84	OTHER OFFENSES			
DATE DISPOSED 2/5/85	HOW DISPOSED Plea of no contest.	CODE 23	JUDGE William U. Zievers	CODE 564
CONVICTED OF (MAJOR OFFENSE) Cause injury by OVWI	SECTION NUMBER 940.25(1)(a)	FEL MIS FOR <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	SENTENCE One year Taycheedah.	
OTHER OFFENSES Cause injury by OVWI, 2 cts.	346.63(2)(a)(1)	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	90 days plus 15 days concurrent, stayed, 2 yrs. probation, CODE consecutive to above sentence. 7	

DATE	PROCEEDINGS	INDEX
10/29/84	Criminal Complaint and Summons.	
10/29/84	Minutes. (Prelim. 11/14/84 at 9:30. Bond \$3,000 signature.)	
10/29/84	Signature bond.	
11/8/84	Notice of Motion and Motion.	
11/14/84	Minutes. (Prelim. adj. to 12/3/84 at 9:30.)	
11/15/84	Subpoenas.	
12/3/84	Minutes. (Probable cause found. Bound over to Br. 3. Arraign 12/12/84 at 9:00.)	
12/3/84	Defense Exhibits 1 and 2 (KPD Reports).	
12/3/84	Information.	
12/4/84	Subpoenas.	
12/11/84	Request for Substitution of Judge (Schroeder).	
12/12/84	Minutes. (Plea of not guilty. Substitution of Judge Schroeder granted. Case assigned to Judge Zievers. SC 1/11/85 at 11:00. Jury 1/14/85 at 9:00.)	
12/12/84	Transcript of Preliminary Hearing (12/3/84).	
12/26/84	Notice of Motion and Motion to Suppress, Notice of Motion and Motion to Dismiss Defective Complaints, Memorandum of Law in Support of Renewed Motion to Dismiss, Notice of Motion and Renewal of Motion to Dismiss, Offer of and Demand for List of Witnesses and Motion for Discovery.	
1/11/85	Minutes. (Plea of no contest. Sentencing 2/5/85 at 1:30.)	
2/5/85	Presentence investigation.	
2/5/85	Minutes. (Sentenced as above.)	
2/5/85	Judgment of Conviction Sentence to Wisconsin State Prisons (Count 1)	
2/5/85	Judgment of Conviction Sentence Imposed & Stayed, Probation Ordered (Counts 2 & 3).	
2/5/85	Report of Conviction Requiring Mandatory Revocation.	
2/5/85	Appeal Instructions.	

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

DIVISION OF CORRECTIONS

D I S C H A R G E

TO WHOM IT MAY CONCERN:

IT APPEARING TO THE DEPARTMENT OF HEALTH & SOCIAL SERVICES THAT

DIANE K. SHORT, 157390-A "A" CASE

WAS PLACED ON PROBATION ON FEBRUARY 05, 1985, BY THE

CIRCUIT COURT OF KENOSHA COUNTY - COURT CASE #: 84CF424

AFTER BEING FOUND GUILTY OF VIOLATION OF WISCONSIN STATUTES SECTION(S):
346.63(2)(A)1

AND, THE DEPARTMENT HAVING DETERMINED THAT

DIANE K. SHORT

HAS SATISFIED ALL CONDITIONS OF SAID PROBATION.

NOW, THEREFORE, IT IS ORDERED THAT EFFECTIVE FEBRUARY 05, 1988,

DIANE K. SHORT

BE, AND HEREBY IS, DISCHARGED ABSOLUTELY.

FILED

MAR 28 1988

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

CLERK OF CIRCUIT COURT

Stephen S. Dahlitz

ADMINISTRATOR
DIVISION OF CORRECTIONS

3-21-88

DATE

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

4

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/5/2016	Daniel Love		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170558	5921 6th Avenue	N/A	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/10/2015	DISORDERLY CONDUCT	GUILTY	Y	10
11/11/2011	DISORDERLY CONDUCT	GUILTY	Y	10
11/6/2002	FALSE IMPRISONMENT-FELONY E	GUILTY/NO CONTEST	Y	100
11/6/2002	2ND DEGREE RECKLESSLY ENDANGERING SAFETY-FELONY E	GUILTY/NO CONTEST	Y	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	220	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	220	

CITY ATTORNEY'S COMMENTS

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



Adverse

FILED	<u>7/5/16</u>
INITIALS	<u>DL</u>
ADVERSE/NO ADV	
LP	_____
CC	_____
LETTER	_____

BARTENDER'S (OPERATOR'S) LICENSE
 CLK217 (rev. 03/16)

Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N170558
 Provisional Issued: yes no

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

Last Name: Love First Name: Daniel MI: R
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: 1/1/1980 Gender: Male Phone: 262-496-7475

Home Address: 5921 6th Ave #2 Kenosha WI 53140
CITY STATE ZIP

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

Driver's License or State ID Number _____
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

- Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No If yes, state: charge, year, result:
False Imprisonment & 2nd Degree Recklessly Endangering Safety, 2002, Result: Ordered to Probation with 1st County Jail as Condition
Disorderly Conduct, 2011, Fine
Disorderly Conduct, 2015, Fine
- Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No If yes, explain:
Ordered to do 1 Year County Jail as a condition of probation on 11-03-2003. Successfully completed probation & discharged 11/03/10
07/27/2007 to 07/26/2007 Probation Hold
04/14/2011 to 04/21/2011 Probation Hold
11/11/2011 to 11/16/2011 Probation Hold

3/12

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

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

Failure to Obey Traffic Sign or Signal, 2011, Fine

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

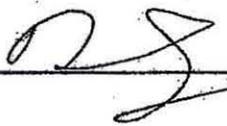
6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

- Captain Mike's Kenosha Tavern, 5118 6th Ave, Kenosha, WI 53140
- Superior Wireless Inc, 6007 22nd Ave, Kenosha, WI, 53143

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

5901 6th Avenue #2, Kenosha, WI 53140

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

Applicant's Signature:  Date: 07/05/2016

bar tender (operator), page 2

City Clerk/Treasurer | 625 52nd St. Room 105, Kenosha, WI 53140 | T: 262.653.4020 | Email: cityclerk@kenosha.org | KENOSHA.ORG

August 10, 2016

To whom it may concern,

Daniel Love asked me to write a recommendation letter for the common council to approve a bartender's license so that he can enter a program that will help him have a career in restaurant and hospitality management. I have known him since he was 14 or 15 years old. He is very intelligent and very capable of achieving what he puts his mind to. I remember him telling me about these plans several years ago, but those plans were stalled due to a back injury. He hurt his back while working at Captain Mike's, and was able to have a successful back surgery after a year of physical therapy and injections in an attempt to fix the problem. I have seen him before and after the surgery and before he was not at all employable. After, he has very restrictive physical limitations for employment.

However, being sidetracked for several years can be a tough thing to deal with. So, I am writing to ask you to please grant him this license. That decision of yours will completely change his life. I am confident that at this point in life; he is mature enough and prepared for success. Also, for the past several years, he has been in a relationship with a lady who has three children. From what I have seen when I visited, he seems to care very much for all four of them. So, your decision will not only affect him, but the other four he cares for.

Regarding him finding employment given his past- I am also confident that he will have no problems in that area. Dan is great with people and will find someone to hire him. He helps customers with a calm and friendly demeanor. I have actually seen him at work in a cell phone store on a few occasions. From what I remember, he always spoke highly of his boss and seemed generally friendly about him.

So, if you decide to approve him, I am confident that he will succeed in completing his education as well as finding a career. He will find employment, and will be a generally happy, productive, and agreeable person. He will also be providing for four additional people who are very much in need. If you have any questions at all, please don't hesitate to call me.

Thank-you for your time and consideration,

Margie Callahan, RN

262-945-9545

Sarabeth Cantwell
5921 6th Avenue APT:2
Kenosha, WI 53140-4140
Cell: (262) 344-5716

August 11, 2016

Kenosha Common Council
625 52nd Street
Kenosha, WI 53140

Dear Kenosha Common Council:

I am writing you on behalf of Daniel Love. I met Dan in high school and he is not the same person he was back then. The man standing before you today is a mature, loving, responsible man. I as well as my children are grateful to be a part of his life. In spite of his physical, mental, and financial hardships over the last five years he continues to work diligently towards a better future. All while being a caring compassionate father figure to my children and providing for our family. Dan is trying to go back to school so he can provide a better life for our family. He needs this license for a program he participates in to prove employability otherwise without it his education funding will get pulled.

With your approval of this Bartender's License even provisionally you will give Dan the opportunity to pursue a career that he would enjoy in spite of his physical and medical restrictions. You the members of the Common Council would be greatly attributing to his journey to success. I assure you that you will not have to be concerned about any negative repercussions or violations if you say yes to issuing Dan's license.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarabeth Cantwell", written in black ink. The signature is fluid and somewhat stylized, with a large loop at the end.

Sarabeth Cantwell



drlovewhiz1 . <drlovewhiz@gmail.com>

Letter

erik.petzold3 <erik.petzold3@gmail.com>

Thu, Aug 11, 2016 at 11:59 AM

To: dan <drlovewhiz@gmail.com>, Julie Walker <juliewalker401@gmail.com>, "erik.petzold3@gmail.com" <erik.petzold3@gmail.com>

To whom it may concern,

I have known Dan most of his adult life. He has not been afforded the opportunities that many others have. I have been pushing him to pursue a higher education.

This country rarely helps those who have made mistakes. Unless they demonstrate their ability to improve and continue to thrive.

I do not believe we are here merely to survive. That is a miserable way to live. This country is designed to improve itself and does so through the pursuits of our people.

Standing in the way of higher education restricting access for any reason may be a fundamental cause of the inequality we currently experience.

You the council members can change this. Allow a young man a chance to carve out his American dream.

If you have any questions or need any other information or still question Dan's outstanding character please do not hesitate to call me directly. Cell: (262) 705-2683

Sincerely,

Erik Petzold

Sent on the new Sprint Network from my Samsung Galaxy S@4

Reference: Application For Bartender (Operator) License
Licensee: Daniel R Love,
License Number: N170558,
Date: 08/11/2016 RE: Argument on Constitutional Basis

Argument on Constitutional Basis

The Fifth and Fourteenth Amendments of the United States Constitution limit the power of the federal and state governments to discriminate.

The Fifth Amendment has an explicit requirement that the Federal Government not deprive individuals of "life, liberty, or property," without due process of the law and an implicit guarantee that each person receive equal protection of the laws.

The Fourteenth Amendment explicitly prohibits states and municipalities from violating an individual's rights of due process and equal protection. Equal protection which limits the State and Federal governments' power to discriminate in their employment practices by treating employees, former employees, or job applicants unequally because of membership in a group, like a race, conviction status, religion or sex.

The Constitution requires that all people be given equal educational opportunity no matter what their race, ethnic background, convictions, religion, or sex, or whether they are rich or poor, citizen or non-citizen.

This right to an equal educational opportunity is one of the most valuable rights we the people have. The Supreme Court clearly upheld the Equal Protection Clause in the landmark case Brown v. Board of Education of Topeka, 327 U.S.483(1954)

Further the Civil Rights Act of 1964 offers me protection from discrimination as well as an Equal Employment Opportunity.

RECEIVED
Date: 08/11/2016

KENOSHA POLICE & SHERIFF'S DEPARTMENTS
Request for Public Records Form

COPY

Print this form, complete the top section and mail it to:

Kenosha City/County Joint Services
1000-55th Street
Kenosha, WI 53140

Date of Request: 08/11/2016 Case Number: 2002 CF001279
Date of Incident: 10/06/2002 Type of Incident: Police Complaint

Type of Record: Accident Incident Jail Records
Record's Check Incident Name Listing Photographs
VHS Video Audio Cassette
Other: Original Police Complaint

Location of Incident: 4608 23rd Avenue

Person(s) Involved: Name: Daniel Robert Love D.O.B. _____
Address: 4608 23rd Avenue
City: Kenosha State: WI Zip: 53140

Name: Elizabeth Baggett D.O.B. 05/26/1987
Address: _____
City: _____ State: _____ Zip: _____

Additional Information: Cindy Love, Deanna Love

Records to be returned to:
Name: Daniel Love
Address: 5921 6th Avenue Apartment 2
City: Kenosha State: WI Zip: 53140
Telephone No. (262) 496-7475

This section for Communications/ID Bureau use only.

Release of record is: Authorized Not Authorized

Records released by: _____ Date: _____



Martin C. Baur, M.D.
Family Practice/Sports Medicine

248 McHenry Street
Burlington, WI 53105
T 262-767-8000
F 262-767-8190
www.aurora.org

Aurora Burlington Clinic

July 20, 2016

Re: Daniel R Love
DOB: 1/22/1986

To Whom It Concern:

This is to certify that Daniel R Love had an appointment at this office for professional attention on July 20, 2016

Work Restrictions:

No lifting, pushing, pulling greater than 10 pounds.
No standing greater than 30 consecutive minutes.
No sitting for greater than 60 consecutive minutes

Please feel free to call the office at 262-767-8000 with any questions or concerns.
Thank you for your cooperation.

Thank you,

Martin C Baur, MD
248 McHenry Street
Burlington, WI 53105
262-767-8000

**Reference: Application For Bartender (Operator) License
Licensee: Daniel R Love, License Number: N170558,**

Objection to Denial Based On Material Police Record.

Charges dated 11/06/2002 (False Imprisonment-Felony E, 2nd Degree Recklessly Endangering Safety-Felony E) do not substantially relate to the licensed activity as required per Wisconsin State Statute Sec. 111.335(1)(c)

Thus denial to issue license is in violation of Wisconsin State Statute Sec.111.322(1)., Discriminatory actions prohibited Subject to ss. 111.33 to 111.365 which provides in part:

It is an act of employment discrimination to do any of the following :

(1) To refuse to hire, employ, admit or license any individual, to bar or terminate from employment or labor organization membership any individual, or to discriminate against any individual in promotion, compensation or in terms, conditions or privileges of employment or labor organization membership because of any basis enumerated in s. 111.321.

Common Council Agenda Item C.3 Page 23-25

See attached Support Materials

**Daniel Love Support Materials for
Kenosha Common Council
August 1, 2016**

1. Superior Wireless Materials
 - a. Jeff Baas Letter of Recommendation
 - b. Cingular Mystery Shopper Recognition Memo
 - c. Cingular Employee of the Year Certificate
 - d. Cingular Employee of the Year Recognition Memo
2. Legal Materials
 - a. Discharge Certificate (Part 1 of 2)
 - b. Discharge Certificate (Part 2 of 2)
3. Education Materials
 - a. Gateway acceptance letter
 - b. Gateway Program Outline
 - c. Gateway Course Schedule
 - d. Carthage College Unofficial Transcript
 - e. KUSD High School Diploma
 - f. HSED Completion Report
 - g. HSED Diploma
 - h. Poetry Editor's Choice Award Certificate
4. Food Service Materials
 - a. Wisconsin Seller/Server Certification
 - b. NRFSP Food Safety certificate
 - c. 360training Safe Food Temperatures certificate
 - d. 360training Food Safety certificate
5. Foodshare Employment and Training Program
 - a. Foodshare program referral
 - b. Proof of work requirement exemption
 - c. Program Description
 - d. ResCare Academy Business Law Basic Concepts Certificate
 - e. ResCare Academy Business Law and Ethics Certificate
 - f. ResCare Academy Insurance Industry Overview Certificate
6. Living Free Program
 - a. Program Completion Verification
 - b. HOPE Program certificate of completion
 - c. Anger Management certificate of completion
 - d. Sexual Violence/Abuse Education certificate of accomplishment
 - e. Domestic Abuse Prevention certificate of recognition
 - f. Substance Abuse certificate of completion
 - g. AODA Counseling certificate of achievement
 - h. Anger Management Certificate of Achievement
7. Other
 - a. Addams AODA Program certificate
 - b. UW-Parkside Abuse Conference certificate of attendance



5919 6th Avenue, Kenosha, WI 53140

Tel: (262)658-2355 Fax: (262)925-8601

August 1st 2016

Dear Common Council,

I'm writing you on behalf of Daniel Love in reference to approving his bartender license. I first met Daniel in November 2004 shortly after he was released from jail while he was applying for a job at my cellular telephone store Superior Wireless. I was initially impressed with his enthusiasm, communication skills, and professional demeanor. So I decided to give him a chance and I hired him.

He proved to be reliable, dedicated, and a driven leader. Within three months I promoted him to Manager at which point he took over day to day operations. He consistently met or surpassed all of his assigned goals while training and supervising the stores staff in a high pressure environment with the upmost professionalism. Daniel's team player mind-set, enthusiastic embrace of change, ability to work with minimal supervision and unwavering commitment to exceeding customer expectations became the corner stone of the business. He embodied the company motto, "At Superior Wireless you receive superior customer service."

Organized and diligent, Daniel not only oversaw the store he became an active member of the Uptown Business Improvement District. All of this while also going to school at Carthage College and working the Academic Information Services Desk there. That's not to mention his active volunteer work at Women's And Children's Horizons as well as volunteering for The Kenosha Theatre Restoration Project which he still does to this day.

I would describe Daniel as a model employee, model citizen, and reformed criminal. I urge you to consider what he has done to improve himself, the community, and others around him before you make a decision. He's attempting to go back to school starting in September and without a valid bartender license all of the funding he has worked so hard to get will be taken away.

Thank you for the consideration.

Jeff Baas
President
Kenosha Theatre Restoration Project

May 31, 2006

To: **Daniel Love**
From: Cathy Choppa
Re: Celebration Breakfast

Congratulations on you recent Mystery Shop success!

In recognition of your 100%, you have been pledged to the Mystery Shop 100 Club.

Please make plans to join your April 100% club member peers along with your Cingular support staff at breakfast to be held in your honor.

Date and Time: Thursday, May 18th @ 8:30 a.m.

Location: The Original Pancake House
16460 W. Bluemound Rd.
Brookfield, WI

We look forward to seeing you there and thank you for your continued focus on raising the bar with Cingular.

CERTIFICATE OF APPRECIATION

AWARDED TO

Daniel Love – General Manager

For Receiving The 2006 Employee Of The Year Award

We couldn't do it without you!

Awarded this 31st day of December, 2006

x cingular
raising the bar. all™



Cathy Choppa – Regional Manager

December 31, 2006

To: **Daniel Love**
From: Cathy Choppa
Re: Employee Of The Year

Congratulations on your recent success!

In recognition of your 100% scores and wonderful customer service, you have been pledged to the Employee Of the Year Club.

Please make plans to join your 2006 Employee of The Year peers along with your Cingular support staff at breakfast to be held in your honor.

Date and Time: Thursday, January 18th @ 8:30 a.m.

Location: The Original Pancake House
 16460 W. Bluemound Rd.
 Brookfield, WI

We look forward to seeing you there and thank you for your continued focus on raising the bar with Cingular.

Scott Walker
Governor

Edward F. Wall
Secretary



Mailing Address

3099 E. Washington Ave.
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5000
Fax (608) 240-3300

**State of Wisconsin
Department of Corrections**

DISCHARGE CERTIFICATE

DANIEL R. LOVE, #440829-A ("A-02" case)

You were placed on probation on November 3, 2003 by the Circuit Court of KENOSHA County, Court Case #02CF01249, after being found guilty of violating the Wisconsin Statutes sections(s):

939.50(3)(E), 939.63(1)(A)3, 940.30, 941.30(2)

The department having determined that you have satisfied said judgment, it is ordered that effective November 3, 2012, you are discharged from said judgment only.

Persons committing crimes after April 9, 1990 may have a civil judgment issued for any unpaid restitution.

11/08/2012

Date Signed

Secretary - Department of Corrections

Scott Walker

Governor

Edward F. Wall

Secretary



Mailing Address

3099 E. Washington Ave.
Post Office Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5000
Fax (608) 240-3300

**State of Wisconsin
Department of Corrections**

DISCHARGE CERTIFICATE

DANIEL R. LOVE, #440829-A

You were placed on probation.

The department having determined that you have satisfied said probation, it is ordered that effective November 3, 2012, you are discharged absolutely.

This discharge does not forgive your current (tentative) balance of unpaid supervision fees, in the amount of 180.00. This amount is subject to supervision fees for your last month of supervision and any outstanding payments. The balance is (tentative) as a result of delayed supervision fee charges still to be posted.

Failure to pay the full amount due may result in the taking of future Wisconsin income tax refunds or lottery winnings.

Restoration of civil rights for felony convictions:

This certifies that the following civil rights are restored to you:

1. The right to vote.
2. The obligation for jury duty.

The following civil rights are not restored to you:

1. Firearms may not be used or possessed unless a pardon, which does not restrict possession of firearms, is received from the governor.
2. Public office can not be held unless a pardon is obtained from the governor.

Persons committing crimes after April 9, 1990 may have a civil judgment issued for any unpaid restitution.

11/08/2012

Date Signed

Handwritten signature of Edward F. Wall in black ink.

Secretary - Department of Corrections

DOC-48C (Rev. 10/2012)

Offender Copy

Wis. Statutes, Chapters 304 & 973



May 6, 2015

Daniel R. Love
5921 6th Ave
Apt 2
Kenosha WI 53140-4140

Dear Daniel,

Student ID: 1162910

Congratulations on your acceptance into our National Restaurant Assoc Professional Mgmt Development Program at Gateway Technical College! For over 100 years Gateway Technical Colleges has proudly welcomed thousands of new Red Hawks every year and we are excited for you to be part of this tradition! You and your family should be proud of the achievements that you have accomplished and we are honored that you have chosen Gateway Technical College to lead you into your future. As a member of the Gateway Technical College you will join a dynamic student community with endless possibilities.

Gateway Technical College, serving more than 25,000 students in the Southeastern Wisconsin counties of Kenosha, Racine and Walworth, continues to lead the country with its innovative approach to career and technical education. Our faculty, students and administration look forward to welcoming you into our community. We have every confidence that you will enjoy your educational experience with us. On behalf of the entire Gateway staff, we welcome you and wish you all the best for your career! We appreciate your enthusiasm in our college, and hope that all your educational wishes are fulfilled in your time at Gateway Technical College.

Congratulations on taking the first step into your future!

Sincerely,

A handwritten signature in black ink, appearing to read "ABE", is positioned above the typed name of the sender.

Angela Becerra-Chvilicek
Director of College Access
262.741.8100
admissionsgroup@gtc.edu



2016-2017 Certificate

Certificate: NATIONAL RESTAURANT ASSOCIATION PROFESSIONAL MANAGEMENT DEVELOPMENT PROGRAM (90-316-7)

Credits: 13 Credits

Description: All certificate courses can be applied toward an associate degree in Culinary Arts. All courses must have been taken in the last 10 years.

Related program: Culinary Arts

Campuses Available: Racine Campus

REQUIRED COURSES

✓	Semester One	<u>Credits</u>	<u>Prerequisite</u>	<u>Corequisite</u>
<input type="checkbox"/>	316-131 Culinary Skills I*	4		316-170
<input type="checkbox"/>	316-170 Sanitation and Hygiene*	1		
<input type="checkbox"/>	316-130 Nutrition*	2		
✓	Semester Two	<u>Credits</u>	<u>Prerequisite</u>	<u>Corequisite</u>
<input type="checkbox"/>	316-133 Menu Planning, Purchasing, Cost Control	3		
✓	Semester Three	<u>Credits</u>	<u>Prerequisite</u>	<u>Corequisite</u>
<input type="checkbox"/>	316-190 Food Service Supervision	3		
Total Credits		13		

ADDITIONAL REQUIREMENTS

Students must submit all health and immunization forms prior to the first day of attending classes marked with an (*).

-30-

NOTE: Students must complete a certificate program with a minimum of a 2.0 Program GPA.
NOTE: Prerequisites can be waived with departmental approval.

CURRENT STUDENTS

Student Schedule

Page 1

11:41:06 08-01-16

Student: Daniel R. Love
 5921 6th Ave
 Apt 2
 Kenosha, WI 53140-4140

Student ID: 1162910
 CELL 262-496-7475
 HOME 262-496-7475
 Student WebMail Address: loved14@mail.gtc.edu

Current Active Program(s)
 90-316-7: National Restau
 Advisor:
 Raquel G. Palacios

Course Section, Title	Inst	Credits	Start/End Dates	Refund Dates
Instructor	Meth	Days	Start/End Times	-----
Course Location:	Resident	Term, Reg. Stat.	Refund	Drop
Campus, Room, Building	Tuit/Fees		Percent	By

316-131-2R1A	|	14.00cr	|09/06/16 12/13/16|	100%	09/05/16
Culinary Skills I	|Lect|	T	|08:05am 10:30am |	80%	09/13/16
No Faculty Assigned	|Lab|	T	|10:30am 02:05pm |	60%	09/22/16
RACI, 009 Lake Building	|	\$805.48	|2016FA New	|	
RACI, 002 Lake Building	|	|	|	|	

Comments | In State Section Cost: \$805.48

316-190-2R1A	|	3.00cr	|09/08/16 12/15/16|	100%	09/07/16
Food Service Supervision	|Lect|	Th	|08:05am 11:05am |	80%	09/15/16
No Faculty Assigned	|	\$430.11	|2016FA New	|60%	09/26/16
RACI, 009 Lake Building	|	|	|	|	

Comments | In State Section Cost: \$430.11

316-133-2R1A	|	3.00cr	|09/08/16 12/15/16|	100%	09/07/16
Menu Planning Purch Cost Ctrl	|Lect|	Th	|02:35pm 05:35pm |	80%	09/15/16
No Faculty Assigned	|	\$430.11	|2016FA New	|60%	09/26/16
RACI, 009 Lake Building	|	|	|	|	

Comments | In State Section Cost: \$430.11

316-130-2R1A	|	2.00cr	|09/12/16 12/12/16|	100%	09/11/16
Nutrition	|Lect|	M	|02:35pm 04:35pm |	80%	09/19/16
Marianne W. Hinder	|	\$288.24	|2016FA New	|60%	09/27/16
RACI, 009 Lake Building	|	|	|	|	

Comments | In State Section Cost: \$288.24

316-170-2R1A	|	1.00cr	|09/26/16 11/07/16|	100%	09/25/16
Sanitation and Hygiene	|Lect|	M	|09:10am 12:10pm |	80%	09/29/16
Marianne W. Hinder	|	\$146.37	|2016FA New	|60%	10/04/16
RACI, 009 Lake Building	|	|	|	|	

Comments | In State Section Cost: \$146.37

Total Credits: 13.00

Student Accident Insurance Fee: \$6.00
 Total Balance Due: \$2,106.31

Payment or payment option for classes expected at the time of registration (Associate Degree and Technical Diploma level classes payment deadline exception is described below). Classes without payment options are dropped.

Payment options are cash, check, credit card, awarded Financial Aid, payment plan, or third party authorization. See the website for information as options vary by course type and credit load.

Exception: Associate Degree and Technical level courses will be held until the payment option deadline dates. For Summer 2016 classes the deadline is April 18. For Fall 2016 classes the deadline is August 16. After those dates, registrations without payment will be dropped.

OK

[CHANGE PASSWORD](#)

[LOG OUT](#)

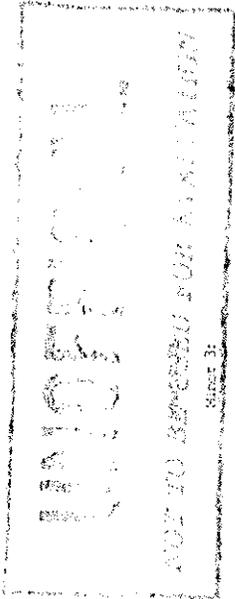
[MAIN MENU](#)

[STUDENT MENU](#)

[CONTACT US](#)

Carthage

Kenosha, Wisconsin



Page 1 of 1

Name: Daniel Robert Love
ID Number: 0079816

Date of Birth:

Undergraduate

Degree 1: Bachelor of Arts
Major 1: Biology

Minor 1:

Degree 2:
Major 2:

Minor 2:

Date Conferred:

Exit Date: 3/06/07

TERM	CRS	TITLE	TYPE	CRSE	GRADE	Q	QPA
2001-2003 Transfer Student							
APPROXIMATE TECHNICAL COLLEGE							
MTN 101 MATH OF FINANCE							
TRANSFER: TR 1R 3.00 1.00 1.00 0.00C							
2005-2006 Fall Term							
ENTERED ON ACADEMIC PROBATION							
ENGL 000 ENG SUCCESS IWR 5.0 1.00 1.00 1.00							
HEBI 105 HEBI 1: HEN/CH 9- 4.00 4.00 10.58							
PSYC 150 INT TO PSYCH 2 4.00 4.00 16.00							
HEBI 100 HEBI OF SELF 84 4.00 5.00 13.32							
REMOVED FROM PROBATION							
TERM: 12.00 12.00 40.00 3.333							
2005-2006 Spring Term							
CLAS 140 CLASSICAL ARCH 8 4.00 4.00 12.00							
ENGL 200 ENG WRIT SECT 9- 4.00 4.00 8.66							
TERM: 8.00 8.00 18.68 2.124							
2006-2007 Fall Term							
PSYC 245 ANIMAL PSYCH 4 4.00 4.00 14.68							
PSYC 325 TESTS & MEASUR 4 4.00 4.00 16.00							
TERM: 8.00 8.00 30.68 3.835							
2006-2007 Spring Term							
CRSE000 31.00 28.00 89.36 3.191							

** END OF RECORD **

The Family Educational Rights and Privacy Act of 1974 prohibits release of the attached information without the student's written consent. If you are unable to comply with this condition of release, please return the material to: Carthage College Registrar's Office Kenosha, WI 53140-1594

* C indicates graduate level credits

THE INFORMATION HEREON IS UNCLASSIFIED

Kenosha Unified School District No. 1

This Certifies That

Daniel Love

has completed the requirements prescribed by the Board of Education
and is therefore entitled to this

High School Diploma

Given at Kenosha, in the State of Wisconsin
March Eleventh, Two Thousand Four

Robert Pine
Superintendent

Erin J. King
President, Board of Education



EDUCATION REPORT TO JPRC (HSED)

Lincoln Hills School

LAST NAME OF YOUTH LOVE	FIRST NAME OF YOUTH DANIEL	MIDDLE INITIAL OF YOUTH R	J-NUMBER 00440829
LIVING UNIT ADDAMS	SPED	IEP DATE	REPORT DATE 06/17/2003
CURRENT GRADE 0	CREDITS EARNED SINCE LAST REVIEW 0	PREPARED BY HALL, RICHARD	
STANDARD TESTS: Reading Standard Math Standard		DATE 03/21/2003 03/21/2003	LEVEL 8.7 10.1
GRADUATION:	DATE	SCHOOL NAME	LEVEL

HSED TESTS				HSED REQUIREMENTS				
Test	Date	Score	Min. Score	Test Name / Course Name	Completion Date	Test Score	Course Credits	Pass Score
Writing	05/23/2003	440	410	Civics Test / Civics - HSED	05/09/2003		0.50	
Social Studies	05/09/2003	560	410	Subject: Social Studies			2.00	
Science	05/06/2003	640	410	Health Test / Health - HSED	05/20/2003	70		55
Literature/Arts	05/13/2003	540	410	Subject: Health				
Mathematics	05/02/2003	600	410	Careers				
				Subject: Electives				
		2780						
MINIMUM TOTAL SCORE 2250				COMMENTS Employability and careers completed.				

SUMMARY OF STUDENT PERFORMANCE AND TRANSITION PLAN
 Mr. Love was in HSED for a total of 19 classroom days. Daniel was an outstanding student who was focused, pleasant, and committed. Mr. Love exited the HSED program as a graduate on 6/10/2003.

RESPONSIBILITY	WORKING QUALITY	ATTITUDE	PEER SKILLS
<input checked="" type="checkbox"/> TAKES DIRECTION	<input checked="" type="checkbox"/> OUTSTANDING	<input checked="" type="checkbox"/> POSITIVE	<input checked="" type="checkbox"/> ROLE MODEL
<input checked="" type="checkbox"/> DEMONSTRATES INITIATIVE	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> NEGATIVE	<input checked="" type="checkbox"/> PEER TUTOR
<input checked="" type="checkbox"/> TASK-FOCUSED	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> VARIABLE	<input type="checkbox"/> GROUP LEADER
<input checked="" type="checkbox"/> ACHIEVES ACADEMIC GOALS CONSISTENTLY	<input type="checkbox"/> BELOW AVERAGE		<input checked="" type="checkbox"/> POSITIVE INFLUENCE
<input checked="" type="checkbox"/> UTILIZES TIME EFFECTIVELY	<input type="checkbox"/> UNACCEPTABLE		

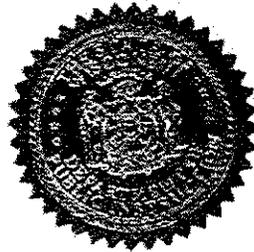
DISTRIBUTION: Original: SS File Copies: QUOR Agent Pupil Services File Social Worker County Cottage Parents Youth

Wisconsin Department of Public Instruction
High School Equivalency Diploma

This certifies that

DANIEL R. LOVE

has met the requirements of a high school course of study or its equivalent as determined
by the State Superintendent of Public Instruction and is herewith granted this
State of Wisconsin High School Equivalency Diploma.

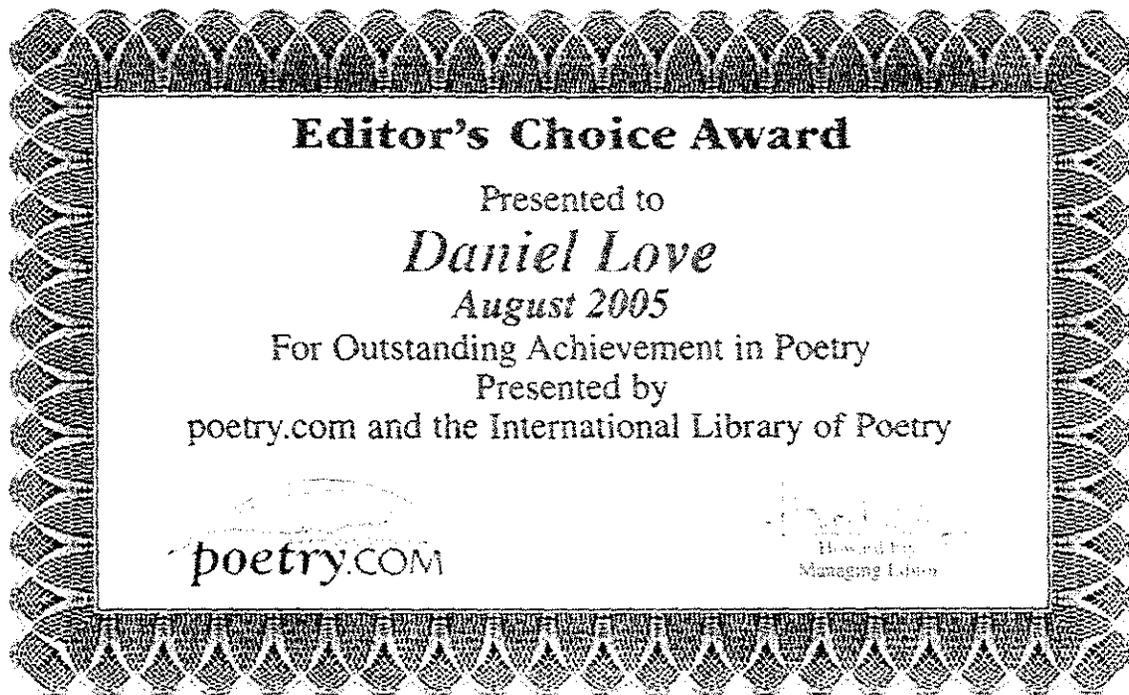


Given under my hand and seal of office in
the city of Madison, Wisconsin, this 6th
day of June 2003.

Equivalency Diploma Number 190566

Elizabeth Burmeister
State Superintendent

Not valid if name has been changed or altered. Not valid unless official Wisconsin seal is affixed.

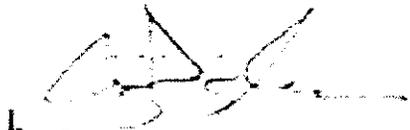




WISCONSIN SELLER / SERVER CERTIFICATION

Trainee Name: Daniel Love
Date of Completion: 03/10/2016

School Name: 360training.com, Inc.
Certification # WI-36281



I, _____
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

COMPLIES WITH WISCONSIN STATUTES 125.04, 125.17, 134.66



Corporate Headquarters
13601 Burnet Rd., Suite 100
Austin, Texas 78727
P: 800-442-1149



NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®

CERTIFIES

DANIEL R LOVE

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS



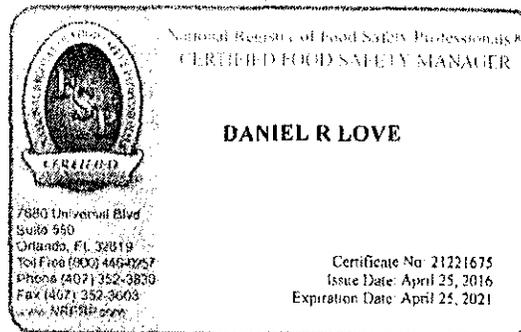
7680 Universal Blvd., Suite 550, Orlando, FL 32819
P (800) 446-0257 | F (407) 352-3603 | www.NRFSP.com
National Registry of Food Safety Professionals®

PRESIDENT: 
LAWRENCE J. LYNCH, CAE

ISSUE DATE: APRIL 25, 2016
EXPIRATION DATE: APRIL 25, 2021
CERTIFICATE NO: 21221675
TEST FORM: EXE48
This certificate is not valid for more than five years from date of issue.

Notification of Test Result

ID#: xxx-xx-
Scaled Test Score: 99
Candidate Status: Pass
Test Date: April 25, 2016



Congratulations! Attached is your certificate and wallet card. Please notify the National Registry of name or address changes at the address below.

DANIEL R LOVE
5921 6TH AVE STE 2
KENOSHA, WI 53140

- Preventing Contamination and Cross Contamination (Mastered)
- Ensuring Personal Hygiene and Employee Health (Mastered)
- Actively Managing Controls in a Food Establishment (Mastered)
- Monitoring the Flow of Foods (Mastered)
- Ensuring Product Time and Temperature (Mastered)
- Conducting Cleaning and Sanitizing (Mastered)
- Managing Physical Facility Design & Maintenance: Preventing & Controlling Pests (Mastered)

National Registry of Food Safety Professionals® | 7680 Universal Blvd Ste 550 | Orlando, FL 32819 | Phone: 407.352.3830 | Fax: 407.352.3603

Certificate of Completion

This is to certify that

Daniel Love

has completed

Safe Food Temperatures for Sizzling Summer Heat

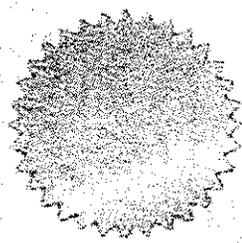
Completion Date 05/12/2016

Course Duration 0.0

Certificate # 000010319652


 **360training**

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 800-442-1149 ♦ www.360trainingsupport.com



Certificate of Completion

This is to certify that

Daniel Love

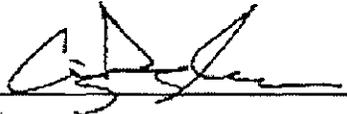
has completed

Food Safety: From Farm to Fork

Completion Date 05/12/2016

Course Duration 0.0

Certificate # 000010319650


 **360training** LLC

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 800-442-1149 ♦ www.360trainingsupport.com



CDPU
CENTRALIZED DOCUMENT PROCESSING UNIT
PO BOX 5234
JANESVILLE WI 53547 5234



State of Wisconsin

Case #: 8119910389

Mailing Date: 07/27/2016

000030
DANIEL LOVE
5921 6TH AVE 2
KENOSHA WI 53140 4140

Wisconsin's Kenosha Racine Partners

Toll Free Number: 1-888-794-5820
Worker: . KENOSHA TEAM ONE
CDPU Fax Number: 1-855-293-1822
Use Fax to send verifications



The State of Wisconsin is an equal opportunity service provider. This letter contains information that affects your benefits. If you need this material in a different format because of a disability or if you need this letter translated or explained in your own language, please call 1-888-794-5820. These services are free.

FOODSHARE EMPLOYMENT AND TRAINING PROGRAM REFERRAL

The FoodShare Employment and Training (FSET) program provides FoodShare members services to help build job skills and find employment. Certain FoodShare members are required to take part in a work program, like FSET, in order to receive FoodShare benefits. Any member required to take part in a work program may only receive FoodShare benefits for a limited time if they choose not to take part in a work program.

You or any other household members may choose to enroll in FSET even if taking part in a work program is not required. The table below lists the members who have been referred to the FSET program. You and other household members may take part in FSET when your FoodShare benefits begin. An FSET agency in your area will contact each person listed below to set up an appointment to enroll in the FSET program.

Member Name	Referral Type	Begin Month
DANIEL	Voluntary	Jan. 2016

REFERRAL TYPE

Voluntary Referral

A referral was sent to the FSET program for this member because he or she asked to take part in the FSET program. If this member no longer wants to take part in FSET, contact the agency listed above. FoodShare benefits will not decrease or end if this member does not take part in FSET activities.

Time Limited FoodShare Referral

Certain adults between the ages of 18 and 49 with no minor children in the home will only get 3 months of time limited FoodShare benefits in a 36 month period, unless they meet the FoodShare work requirement. There are three ways to meet the work requirement:

- Working at least 80 hours each month,
- Taking part in an allowable work program such as FSET, Wisconsin Works (W-2) or certain programs under the Workforce Investment Act (WIA) at least 80 hours each month, or
- Both working and taking part in an allowable work program for a combined total of at least 80 hours each month.

If someone in your home meets one of the following, they do not have to meet the work requirement and will not have to take part in FSET:

- Living with a child under age 18,
- Caring for a person who cannot care for himself or herself,
- Caring for a child under age 6 who does not live in the home,
- Physically or mentally unable to work,
- Pregnant,
- Applied for or receiving unemployment insurance, or
- Taking part in an alcohol or substance abuse (AODA) program.

If you have any questions, see your Enrollment & Benefits handbook or contact the agency listed on page 1. You can also go to dhs.wisconsin.gov/em/customerHelp/.

Proof Needed

Anyone who has an exemption may need to provide proof. See the last page of this letter for items that can be used as proof. If you have an exemption from the work requirement and you already provided proof, you do not need to take any other action at this time.

Complete the Proof of Work Requirement Exemption form in this letter and return it along with any proof to:

If you live in Milwaukee County:

MDPU
 PO Box 05676
 Milwaukee WI 53205
 Fax: 1-888-409-1979

If you **do not** live in Milwaukee County:

CDPU
 PO Box 5234
 Janesville, WI 53547-5234
 Fax: 1-855-293-1822

PROOF OF WORK REQUIREMENT EXEMPTION

Instructions: If anyone in the household meets any of the below, check the box and write their name in the space provided. See the section listed for items you can use to provide proof.

Work Requirements – See Section A on the back if you checked any of these boxes.

<input type="checkbox"/> Working at least 80 hours each month.	Name(s):
<input type="checkbox"/> Taking part in an allowable work program such as FSET, Wisconsin Works (W-2), or programs under WIA at least 80 hours each month.	Name(s):
<input type="checkbox"/> Both working and taking part in an allowable work program for a combined total of at least 80 hours each month.	Name(s):

Providing Care for Another Person – See Section B on the back if you checked any of these boxes.

<input type="checkbox"/> Living with a minor child under the age of 18.	Name(s):
<input type="checkbox"/> Caring for a person who cannot care for himself or herself.	Name(s):
<input type="checkbox"/> Caring for a child under age 6 who does not live in the home.	Name(s):

Health Conditions – See Section C on the back if you checked either of these boxes.

<input type="checkbox"/> Unable to work due to a physical or mental health condition.	Name(s):
<input type="checkbox"/> Pregnancy.	Name(s):

Unemployment Insurance – See Section D on the back if you checked this box.

<input type="checkbox"/> Applied for or receiving unemployment insurance.	Name(s):
---	----------

Alcohol or Substance Abuse Program – See Section E on the back if you checked this box.

<input type="checkbox"/> Taking part in an alcohol or substance abuse (AODA) program.	Name(s):
---	----------

ITEMS YOU CAN USE TO PROVIDE PROOF

Section A – Work Requirements

- All check stubs received in the last 30 days
- A signed statement from employer that includes gross earnings, hours worked and pay dates expected in the next 30 days
- An Employer Verification of Earnings form - to get a copy of this form, contact your agency listed on page 1 or call Member Services at 1-800-362-3002
- A statement from an allowable employment program that includes participation hours

Section B – Providing Care for another Person

- A signed statement from the parent or legal guardian
- Custody agreement

Section C – Health Conditions

- Note or letter from a certified healthcare provider confirming pregnancy, physical or mental health condition
- Approval letter from the State Disability Determination Bureau
- Award letter from the Social Security Administration

Section D – Unemployment Compensation

- Current award letter
- Copy of last check
- Bank statements

Section E – Alcohol or Substance (AODA) Program

- Letter from an AODA counselor



What is FSET (FoodShare Employment and Training)?

The purpose of FSET is to provide FoodShare members the assistance and support they need to obtain employment. FSET draws on the strengths, needs and preferences of the job seeker to provide services that result in successful competitive employment, while promoting economic self-sufficiency.

What are the benefits of the program?

The FSET program consists of several services intended to help participants move into gainful employment.

ResCare Academy: You will have 24-hour access to this proprietary online training platform that offers more than 4,000 courses, which can be used for GED preparation and credential-earned training in more than 100 industries.

Resume Pro: With ResCare's ResumePro, our job seekers can produce a very professional resume in a short time.

RoadMaps to Success: This proprietary training curriculum includes training modules taught by our certified facilitators to job seekers.

Workshops: Are available to assist you with applications, resumes and cover letters. Interviewing skills are also provided; including how to answer tough questions concerning legal barriers or employment gaps. Our goal is to help you develop the self-confidence you need to sell yourself to a potential employer.

Skill Training Opportunities: CDL, CNA, CBRF, Forklift driver & IT communication are just a few of the trainings that could be available to you.

ResCare Talent Market: This interactive employment tool allows us to match our job seekers with potential employers.

Case Management: Upon enrollment you will be assigned a talent development specialist who will help you develop a plan tailored to meet your career goals and a timeline to achieve your goals. They are your advocate who will show you how to take advantage of opportunities offered by FSET and other community partners. This includes supportive services to help overcome any barriers such as transportation and childcare needs.

Job Retention: Transitional services will continue for up to 90 days after finding new employment. Examples include assistance with uniforms, tools and transportation. We want to ensure there are no barriers preventing you from retaining your new job.

How to Enroll in FoodShare

If you are not receiving FoodShare; but, think you might be eligible due to low income or unemployment there are several ways to find out:

1. You can apply on line at the following website: www.access.wisconsin.gov
2. You may talk to someone about eligibility and enrolling by calling:
 Region 1 - 888-794-5820 (Racine/Kenosha Counties) or 888-446-1239 (Walworth County)
 Region 2 - 888-947-6583 (Milwaukee County)
 Region 3 - 888-446-1239 (Waukesha, Ozaukee & Washington counties)
3. You can also apply in person or by mail. The phone numbers listed above can be used to find out more information about these application options.



How to be referred to FSET

If you currently receive FoodShare benefits you can contact your county's FoodShare program (numbers listed above) and ask to be referred to FSET. If you do not currently receive FoodShare you must apply and be approved prior to being referred to FSET.

Our locations

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>
<p><u>Kenosha County</u> Kenosha County Job Center 8600 Sheridan Rd Kenosha, WI 53143 262-697-4500</p>	<p><u>MAWIB</u> Administration/Intake 2342 North 27th St Milwaukee, WI 53210 414-270-1800</p>	<p><u>Waukesha County</u> Workforce Development Center 892 Main St Ste G Pewaukee, WI 53072 262-695-7937</p>
<p><u>Racine County</u> Racine Kenosha Community Action Agency 2113 N. Wisconsin St Racine, WI 53402 262-637-8377</p>	<p><u>Silver Mill Shopping Center</u> 6111 North Teutonia Ave Milwaukee, WI 53209</p>	<p><u>Ozaukee County</u> Workforce Development Center 5555 W. Highland Rd Mequon, WI 53092 262-238-4420</p>
<p><u>Walworth County</u> Walworth Job Center Gateway Campus South Building 400 County Rd H Elkhorn, WI 53121 262-741-5180</p>	<p><u>YWCA</u> 1915 North Dr. Martin Luther King Dr Milwaukee, WI 53212</p>	<p><u>Washington County</u> Workforce Development Center 2200 Green Tree Rd West Bend, WI 53090 262-306-3503</p>
	<p><u>Mitchell Park Shopping Center</u> 823 South Layton Blvd Milwaukee, WI 53215</p>	
	<p><u>Community Advocates</u> 728 North James Lovell St Milwaukee, WI 53203</p>	

This institution is an equal opportunity provider.

Who We Serve & What We Offer

ResCare Workforce Services supports economically challenged individuals in Wisconsin Works (W-2) and FoodShare Employment and Training Program (FSET). We link jobseekers to employment through customized case management, career planning, coaching, soft skills training, job skills training and motivation. Our job seekers are often eligible for the Work Opportunity Tax Credit (WOTC) and Fidelity Bonding. These programs offer your company financial incentives for hiring our participants.

Job Development

Connecting with talented and qualified candidates is easier than you think!

ResCare Workforce Services links jobseekers to employment opportunities and provides related supportive services to persons in Kenosha, Racine, and Walworth, Milwaukee, Waukesha, Ozaukee and Washington County's. Our resources provide a variety of programs designed to assist economically disadvantaged individuals in their efforts to establish self-sufficiency. Our primary goal is to ensure the successful transition of our clients into the workforce by establishing a successful career path. ResCare's Job Developers work with local industry and community organizations to promote workforce development projects. In addition, ResCare conducts employability preparation and soft skills workshops for program members.

Work Experience Sites

Our programs are "Work First" programs!

To that end, we need work sites willing to train, mentor and coach our program job seekers. ResCare encourages W-2 and FSET job seekers to become independent through "volunteer" work opportunities called "Work Experience." Due to this "volunteer" work, job seekers continue to receive their benefits while learning new skills and preparing to join/rejoin the workforce. Your business does not pay wages for these individuals and Workers Compensation is paid for by the State of WI. You can also hire them at any time!

ResCare Workforce Services is the nation's leading provider of workforce services and tools including:

ResCare Academy – Our job seekers have 24-hour access to this proprietary online training platform that offers more than 4,000 courses, which can be used for GED preparation and credential-earned training in more than 100 industries.

Resume Pro - ResCare is dedicated to assisting our job seekers in building their personal advertisement. We designed and customized a resume tool with our workforce job seekers specifically in mind. With ResCare's ResumePro, our job seekers can produce a very professional resume in a short time.

RoadMaps to Success – This proprietary training curriculum was designed by our workforce experts and includes a 10-session training module that is taught by our certified facilitators to job seekers in the more than 330 career centers we manage throughout the nation.

ResCare Talent Market – This interactive employment tool allows us to match our job seekers to your vacancies.

Customized Job Skills Training - Do you want to develop your own talent pipeline? We can help you do that. Contact us for more information.

Individualized Services - Your potential employees have access to Fidelity Bonding, Driver's License recovery, Work Experience placements, Retention and Supportive Services including transportation and clothing help as well as many other skills training opportunities.



Our locations

<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>
<p><u>Kenosha County</u> Kenosha County Job Center 8600 Sheridan Rd Kenosha, WI 53143 262-697-4500</p> <p><u>Racine County</u> Racine Kenosha Community Action Agency 2113 N. Wisconsin St Racine, WI 53402 262-637-8377</p> <p><u>Walworth County</u> Walworth Job Center Gateway Campus South Building 400 County Road H Elkhorn, WI 53121 262-741-5180</p>	<p><u>MAWIB</u> Administration/Intake 2342 North 27th St Milwaukee, WI 53210 414-270-1800</p> <p><u>Silver Mill Shopping Center</u> 6111 North Teutonia Ave Milwaukee, WI 53209</p> <p><u>YWCA</u> 1915 North Dr. Martin Luther King Dr Milwaukee, WI 53212</p> <p><u>Mitchell Park Shopping Center</u> 823 South Layton Blvd Milwaukee, WI 53215</p> <p><u>Community Advocates</u> 728 North James Lovell St Milwaukee, WI 53233</p>	<p><u>Waukesha County</u> Workforce Development Center 892 Main St Ste G Pewaukee, WI 53072 262-695-7937</p> <p><u>Ozaukee County</u> Workforce Development Center 5555 W. Highland Rd Mequon, WI 53092 262-238-4420</p> <p><u>Washington County</u> Workforce Development Center 2200 Green Tree Rd West Bend, WI 53090 262-306-3503</p>

This institution is an equal opportunity provider



CERTIFICATE OF ACHIEVEMENT

This is to certify that

Daniel Love

has completed the course

Business Law Basic Concepts

Course Start Date

Course Completion Date
2/27/2016



CERTIFICATE OF ACHIEVEMENT

This is to certify that

Daniel Love

has completed the course

Business Law and Ethics

Course Start Date

Course Completion Date

3/8/2016



CERTIFICATE OF ACHIEVEMENT

This is to certify that

Daniel Love

has completed the course

The Insurance Industry Overview: Version 3

Course Start Date

Course Completion Date

2/18/2016

KENOSHA COUNTY DETENTION CENTER

Date May 5th, 2004

Re: Nancy Love

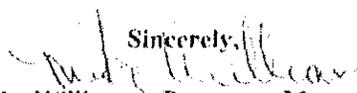
Kenosha County Sheriff's Dept.
Mike Williams, Program Mgr.
4777 88th Avenue
Kenosha, WI 53144
PH: (262) 605-5800

To Whom It May Concern.....

This letter is to verify that Nancy Love has completed the Living Free Program ". The Living Free Program is a twelve (12) week educational program that provides education and counseling in the following areas : Drug and Alcohol Abuse Education ; Domestic Abuse Education ; Sexual Abuse Education ; Vocational / Career Preparation ; Criminal Thinking & Maleness to Manhood Education.

The following community agencies facilitate the Living Free Program : WoMen's and Children's Horizons / Pathways of Courage ; Moore & Associates ; the H.O.P.E. Program Inc. & the Kenosha County Health Department.

By virtue of receiving this letter the above stated individual has demonstrated the ability to recognize his/her problems and has evidenced a strong desire to confront his/her problems in constructive manner.

Sincerely,

Mike Williams – Programs Manager
Kenosha County Sheriff's Department

H.O.P.E. PROGRAM, INC.



Helping Others Prosper Educationally

CERTIFICATE OF COMPLETION

This is to certify that

Daniel Love

has successfully completed all the activities and requirements include in the

Living Free Program

Having participated in Group Therapy and Education
on Chemical Dependence and Maleness to Manhood

Date: 6/25/2004

Mike Williams, CMHC III

Program Manager

John Smith

Faciliator

Kenosha County Detention Center

CERTIFICATE OF COMPLETION

This is to certify that

Daniel Love

has successfully completed all the
educational requirements of The
Anger Management
component of the

Living Free Program

Date: 6/25/2004

Nick Walker CSC III
Program Manager

Certificate of Accomplishment

Presented to:

Dawn Lane

For attending 12 weeks of sexual violation/abuse
education presented by WoMen and Children's Horizons/Pathways of Courage, Inc.
for the Living Free Program at the Kenosha County Detention Center.

Dated this 23rd day of June 2004

This program is strictly educational in nature. No counseling or therapy was provided.

Vicki Hegeman

Vicki Hegeman, Community Educator

WoMen's and Children's/Pathways of Courage

Mike Williams **CAC III**

Mike Williams, Program Manager

Kenosha County Detention Center

Certificate of Recognition

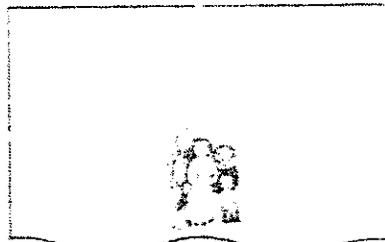
Presented to

Daniel Love

**For completing 12 weeks of
Domestic Abuse Prevention Classes**

for men from

**WoMen and Children's Horizons/Pathways of Courage Inc.
through the Living Free Program**



Marianne Zirkle, WoMen and Children's Horizons, Inc

Mike Williams, Kenosha County Detention Center

Certificate of Completion

This is to certify that

Daniel Love

has successfully completed the

“Living Free” Substance Abuse Group Program

Mike Williams CAAC III

Program Manager

Angie M. Moore CAAC III

AODC Instructor

Richard C. Jeffrey CAAC III

06-25-04

Date

Certificate of Achievement

This certifies that

DANIEL LOVE

has successfully completed 12 (2 - hour) sessions of

Anger Management

And is hereby awarded this certificate

GENESIS

Behavioral services, Inc.

Transforming lives: serving the community

Kenosha, Wisconsin

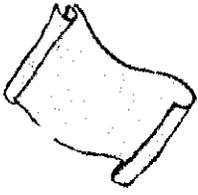
On this 14th day of February 2005

Date

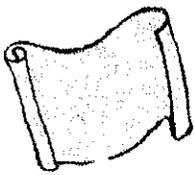
Month

Alice Portis, MSW, LPC

Alice Portis, Counselor, MSW, LPC



11th Annual Goetzke Graduate Trade



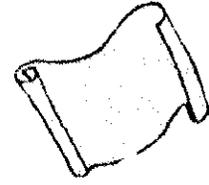
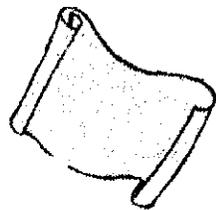
This certificate recognizes that

has completed the required assignments in the

11th Annual Goetzke Graduate Trade

Dated the day Aug 7 2016

Social Workers





CENTER FOR COMMUNITY PARTNERSHIPS
Continuing Education

Certificate of Attendance

Daniel Love

Abuse Conference: The Effects of Violent Behaviors and Attitudes

December 10, 2004

0.55 Continuing Education Units (CEUs)

STATE OF WISCONSIN
LABOR AND INDUSTRY REVIEW COMMISSION
P O BOX 8126, MADISON, WI 53708-8126 (608/266-9850)

JAMES L ROBERTSON, Complainant

FAMILY DOLLAR STORES INC, Respondent

FAIR EMPLOYMENT DECISION
ERD Case No. CR200300021

An administrative law judge for the Equal Rights Division of the Department of Workforce Development issued a decision in this matter. A timely petition for review was filed.

The commission has considered the petition and the positions of the parties, and it has reviewed the evidence submitted to the administrative law judge. Based on its review, the commission makes the following:

FINDINGS OF FACT

1. The respondent, Family Dollar Stores, Inc., (hereinafter "respondent") operates approximately 260 retail stores in four states, including Wisconsin.
2. The complainant, James L. Robertson, (hereinafter "complainant"), applied for a job with the respondent on October 21, 2002.
3. The job application which the complainant completed asked whether he had ever been convicted of a crime. The complainant circled the word "Yes." In response to the next question, "If yes, explain," the complainant wrote, "Will discuss during interview."
4. On November 1, 2002, the respondent extended an offer of employment to the complainant contingent upon his satisfactory completion of a background check and pre-employment drug screen.
5. The complainant accepted the job offer and started work for the respondent on November 5, 2002. He was initially assigned to work as a stocker at a store located on 13th Street and Mitchell in Milwaukee. However, during his brief employment with the respondent he worked at several of the respondent's store locations in the Milwaukee area. As a stocker, the complainant's primary responsibility was to move merchandise from the stock room to the floor. He spent the majority of his time in the stock room.
6. The respondent's employees are predominantly female. However, most, if not all, of the female employees are cashiers who work at the front of the store, rather than in the stock room. Depending upon the time of day, there would be at least one or two other employees present in the store, including a manager or assistant manager. The complainant never worked alone.
7. In addition to its own employees, the respondent engages the services of armed security guards, who are posted at the front of the store near the cash registers. A security officer is always on the premises during normal operating hours. Although the guards are discouraged from going into the non-public areas of the store, including the stock room, they do have access to those areas.

8. The respondent's stores average between 9,000 to 10,000 square feet in size. An average of four to six hundred customers patronize the store locations where the complainant worked each day. The stock rooms, restrooms and offices were not open to the public, and the complainant's only interaction with customers would be in the general area of the store.

9. The stock room in one of the respondent's stores typically has an inside door that leads from the front of the store into the stock room, as well as a back door which leads to the outside. It is the respondent's practice to leave the inside door to the stock room shut when the store is open.

10. The respondent's stores are monitored by security cameras to prevent shoplifting. The cameras do not cover every inch of the store, but focus primarily on parts of the store subject to the highest levels of "shrinkage." (1)

11. The respondent did not complete its background check of the complainant until December 9, 2002. The background check revealed that on October 27, 1982, the complainant was convicted of second degree sexual assault and that, on January 30, 1986, he was convicted of possession of an illegal drug with intent to deliver.

12. Some time after December 9, 2002, the respondent's district manager learned of the results of the complainant's background check and decided to terminate the complainant's employment. The complainant was discharged on December 18, 2002, because of his criminal conviction record.

13. The complainant earned \$7.00 an hour as a stocker for the respondent. During his employment the complainant worked full time, as well as some overtime, due to the holiday season. Had the complainant not been discharged, he would have continued to work full time, but would not have continued to receive overtime after the holiday season concluded.

14. The complainant was offered and accepted a job with Neptune Sandwiches beginning on or about June 1, 2003. However, he quit that job after one day because it paid only \$6.00 an hour.

15. The complainant began employment, through Spherion, at a JC Penney store, on August 4, 2003. He earned \$8.75 an hour in this employment, but was discharged on November 7, 2003, a week prior to the hearing, due to a performance error.

16. As of the date of the hearing, November 13, 2003, the complainant was not looking for work. The complainant indicated that he intended to remove himself from the labor market in order to enroll in school full time and, further, that he planned to help out at a family-owned restaurant without pay.

Based upon the FINDINGS OF FACT above, the commission makes the following:

CONCLUSIONS OF LAW

1. That the complainant is an individual with a conviction record, within the meaning of the Wisconsin Fair Employment Act (hereinafter "Act").
2. That the circumstances of the complainant's convictions are not substantially related to the circumstances of the job of stocker for the respondent, within the meaning of the Act.
3. That the respondent unlawfully terminated the complainant's employment based upon his conviction record, in violation of the Act.

Based upon the above FINDINGS OF FACT and CONCLUSIONS OF LAW the commission issues the following:

ORDER

1. That the respondent shall cease and desist from discriminating against the complainant because of his conviction record.
2. That the respondent shall offer the complainant reinstatement to a position substantially equivalent to the position he held prior to his discharge. This offer shall be tendered by the respondent or an authorized agent and shall allow the complainant a reasonable time to respond. Upon the complainant's acceptance of such position, the respondent shall afford him all seniority and benefits, if any, to which he would be entitled but for the respondent's unlawful discrimination, including sick leave and vacation credits.
3. That the respondent shall make the complainant whole for all losses in pay the complainant suffered by reason of its unlawful conduct by paying the complainant the amount he would have earned as an employee from the date of discharge until such time as the complainant resumes employment with the respondent or would resume such employment but for his refusal of a valid offer of a substantially equivalent position. The back pay for the period shall be computed on a calendar quarterly basis with an offset for any interim earnings during each calendar quarter. Beginning June 1, 2003, the complainant's back pay shall be reduced by the amount the complainant could have earned had he remained employed at Neptune Sandwiches. The complainant is not entitled to back pay from August 4, 2003, through November 13, 2003, and until such time as he reenters the labor market or makes reasonable efforts to mitigate his damages. Any unemployment compensation or welfare benefits received by the complainant during the above period shall not reduce the amount of back pay otherwise allowable, but shall be withheld by the respondent and paid to the Unemployment Compensation Reserve Fund or the applicable welfare agency. Additionally, the amount payable to the complainant after all statutory set-offs have been deducted shall be increased by interest at the rate of 12 percent simple. For each calendar quarter, interest on the net amount of back pay due (i.e., the amount of back pay due after set-off) shall be computed from the last day of each such calendar quarter to the day of payment. Pending any and all appeals from this Order, the total back pay will be the total of all such amounts.
4. That the respondent shall pay the complainant's reasonable attorney's fees and costs associated with this matter in the amount of \$10,900.10. A check in that amount shall be made payable jointly to the complainant and Attorney James P. End and delivered to Mr. End.
5. Within 30 days of the expiration of time within which an appeal may be taken herein, the respondent shall submit a compliance report detailing the specific action taken to comply with the commission's Order. The compliance report shall be directed to the attention of Kendra DePrey, Labor and Industry Review Commission, P.O. Box 8126, Madison, Wisconsin 53708. The statutes provide that every day during which an employer fails to observe and comply with any order of the commission shall constitute a separate and distinct violation of the order and that, for each such violation, the employer shall forfeit not less than \$10 nor more than \$100 for each offense. See Wis. Stat. § § 111.395, 103.005(11) and (12).

Dated and mailed October 14, 2005

robertj . mr : 164 : 9

/s/ James T. Flynn, Chairman

/s/ David B. Falstad, Commissioner

/s/ Robert Glaser, Commissioner

The Wisconsin Fair Employment Act (hereinafter "Act") prohibits an employer from engaging in any act of employment discrimination against any individual on the basis of arrest or conviction record. Wis. Stat. § § 111.321 and 111.322. However, the law contains the following exception:

Notwithstanding s. 111.322, it is not employment discrimination because of conviction record to refuse to employ or license or to bar or terminate from employment or licensing, any individual who:

1. Has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the circumstances of the particular job or licensed activity. . . .

Wis. Stat. § Section 111.335(1)(c)1.

In drafting that exception, the legislature sought to strike a balance between society's interest in rehabilitating those who have been convicted of crime and its interest in protecting citizens. *County of Milwaukee v. LIRC*, 139 Wis. 2d 805, 821, 407 N.W.2d 908 (1987). In *County of Milwaukee* the Wisconsin Supreme Court stated, in relevant part:

"This law should be liberally construed to effect its purpose of providing jobs for those who have been convicted of crime and at the same time not forcing employers to assume risks of repeat conduct by those whose conviction records show them to have the 'propensity' to commit similar crimes long recognized by courts, legislatures and social experience.

"In balancing the competing interests, and structuring the [statutory] exception, the legislature has had to determine how to assess when the risk of recidivism becomes too great to ask the citizenry to bear. The test is when the circumstances, of the offense and the particular job, are substantially related."

Id. at 823.

A determination as to whether the circumstances of a criminal offense are substantially related to a particular job requires assessing whether the tendencies and inclinations to behave in a certain way in a particular context are likely to reappear later in a related context, based on the traits revealed. It is the circumstances which foster criminal activity that are important, *e.g.*, the opportunity for criminal behavior, the reaction to responsibility, or the character traits of the person. *Id.* at 824. The appropriate method for evaluating the substantially related question is to look first at the statutory elements of the offense involved, since focusing on the elements helps elucidate the circumstances of the offense. *Id.* at 826.

In 1986 the complainant was convicted of possession with intent to deliver based upon his possession of what he described at the hearing as a "dime bag" of marijuana. Although the record contains no evidence on this point, the commission takes administrative notice of the 1986 statute regarding possession of controlled substances with intent to deliver, which provided:

(1m) Except as authorized by this chapter, it is unlawful for any person to possess, with intent to manufacture or deliver, a controlled substance. Intent under this subsection may be demonstrated by, without limitation because of enumeration, evidence of the quantity and monetary value of the substances possessed, the possession of manufacturing implements or paraphernalia, and the activities or statements of the person in possession of the controlled substance prior to and after the alleged violation. . . .

Wis. Stat. § 161.41(1m)(1985-86).

The complainant's conviction for possession of marijuana with intent to deliver indicates a propensity to unlawfully possess and sell illegal drugs.

In 1982 the complainant was convicted of second degree sexual assault. The 1982 statute pertaining to second degree sexual assault, of which the commission also takes notice, provided as follows:

(2) SECOND DEGREE SEXUAL ASSAULT. Whoever does any of the following is guilty of a Class C felony:

- (a) Has sexual contact or sexual intercourse with another person without consent of that person by use or threat of force or violence.
- (b) Has sexual contact or sexual intercourse with another person without consent of that person and causes injury, illness, disease or impairment of a sexual or reproductive organ, or mental anguish requiring psychiatric care for the victim.
- (c) Has sexual contact or sexual intercourse with a person who suffers from a mental illness or deficiency which renders that person temporarily or permanently incapable of appraising the person's conduct, and the defendant knows of such condition.
- (d) Has sexual contact or sexual intercourse with a person who the defendant knows is unconscious.
- (e) Has sexual contact or sexual intercourse with a person who is over the age of 12 years and under the age of 16 years.

Wis. Stat. § 940.225(2)(1981-82).

The statute contained the following definition of "sexual contact":

"Sexual contact" means any intentional touching by the complainant or defendant either directly or through clothing by the use of any body part or object, of the complainant's or defendant's intimate parts if that intentional touching is either for the purpose of sexually degrading; or for the purpose of sexually humiliating the complainant or sexually arousing or gratifying the defendant or if the touching contains the elements of actual or attempted battery under s. 940.19(1).

Wis. Stat. § 940.225(5)(a)(1981-82).

The statute also included a definition of the term "consent":

"Consent," as used in this section, means words or overt actions by a person who is competent to give informed consent indicating a freely given agreement to have sexual intercourse or sexual contact. . . The following persons are presumed incapable of consent. . .

- (b) A person suffering from a mental illness or defect which impairs capacity to appraise personal conduct
- (c) A person who is unconscious or for any other reason is physically unable to communicate unwillingness to an act.

Wis. Stat. § 940.225(4)(1981-82).

Unlike the crime of possession of illegal drugs with intent to deliver, the elements of which are reasonably straightforward, the statutory definition of second degree sexual assault encompasses a wide range of offenses which could reflect a variety of character traits, depending in part upon which portion of the statute has been violated. For

instance, the second degree sexual assault statute criminalizes both sexual conduct which involves force and coercion as well as sexual conduct that is considered nonconsensual, not because of the threat or use of force, but because of the age or mental state of the victim. Moreover, the conduct which violates the statute can range from touching someone on the outside of the clothing without that person's informed consent, to conduct which would be regarded as substantially more severe. The record here contains no evidence as to which subsection of the statute was violated, and nothing about the fostering circumstances of the crime, (2) other than that it occurred in the complainant's home and involved his girlfriend. There is no evidence as to the severity of the assault, whether it involved the use or threat of force, or whether the complainant's girlfriend was a minor or otherwise presumed incapable of consent. While there are, of course, some common character traits evidenced by having violated any of the enumerated statutory subsections including, most obviously, a willingness to engage in a nonconsensual sexual act, it cannot be assumed based upon a mere reading of the statutory elements that the character traits revealed by having committed an act of second degree sexual assault include an inclination to engage in sexual conduct by use of force or threats, or an inclination to prey upon individuals who are especially vulnerable, and it is difficult to arrive at any general conclusions as to the dangerousness of the individual who has committed such a crime.

The respondent contends that the complainant's conviction for possession with intent to deliver is substantially related to the job of stocker at the Family Dollar Store, because the position of stocker would have provided him with substantial opportunities to deal drugs out of the respondent's premises, and that the conviction for second degree sexual assault is substantially related to the job because the stocker position provided the complainant with a substantial opportunity to engage in nonconsensual sexual conduct on its premises. At the hearing the respondent's regional vice president, Sandy Santana, testified that the respondent discharged the complainant because it has women working in the store and was concerned about the safety of its employees, and because drug dealing out of the store would have a negative impact on the store. With regard to how the job would provide an opportunity to offend, Mr. Santana explained that the respondent has had situations in which non-employees have been in the back room of the store and where employees have taken merchandise out of the store, presumably by using the back door. Mr. Santana stated that it is possible for an employee to be in non-public areas of the store, where he could deal drugs without being detected by other employees or security guards. He also stated that any employee would be able to see where the security cameras were located, and that it was possible to engage in criminal conduct that would not be recorded by the cameras. Mr. Santana additionally testified that it would be possible that a person screaming in the back room would not be overheard in the store if the door to the stock room were closed.

While the administrative law judge accepted these arguments and found the existence of a substantial relationship between the circumstances of the complainant's crimes and the circumstances of the job, the commission believes that the administrative law judge's decision overstates both the degree of opportunity to reoffend and the complainant's propensity to do so. The record indicates that the complainant was never alone in the work place and, even in situations where there was only one other worker in the store, a circumstance which the complainant disputed had ever occurred, the respondent always had a security guard and a manager present. In addition, hundreds of customers are in and out of the store each day. The respondent's stores are monitored by security cameras and, while the respondent argued that the complainant could walk out of range of the cameras in order to engage in illegal acts, it failed to explain or demonstrate how the complainant would know that he was out of camera range. The mere fact that the complainant could observe where the security cameras were located does not mean he would be able to avoid detection by the cameras. Moreover, even assuming it were possible to do so, the fact remains that a workplace which is guarded by an armed security guard and monitored by security cameras is not an environment which is particularly conducive to criminal activity, whether that activity be selling drugs or engaging in acts of sexual assault.

The respondent's primary argument with respect to the opportunity to sell drugs is that the stock room door is kept closed and that, when all the other employees are in the front of the store, the complainant would have an opportunity to deal drugs out of the back room unobserved. It likens this matter to *Goerl v. Appleton Papers, Inc.* (LIRC, Oct. 5, 1992), and *Villarreal v. S.C. Johnson and Son* (LIRC, Dec. 30, 2002), in which the commission found a substantial

relationship between drug-related offenses and warehouse or manufacturing work. However, both *Goerl* and *Villarreal* involved employees who had unfettered access to huge facilities, were not subject to any surveillance, and had little or no supervision and large amounts of free unstructured time. Here, the complainant's workplace, while large, was not the enormous building in which *Goerl* or *Villarreal* worked, nor was it established that the complainant's job afforded him the same degree of privacy or independence. Moreover, unlike *Goerl* or *Villarreal*, the complainant's workplace was monitored by security guards and cameras. While it is certainly possible to engage in criminal activity under such circumstances, the opportunity to do so cannot reasonably be described as being greater than in most workplaces.

With regard to the conviction for second degree sexual assault, the respondent maintains that the complainant would be able to bring someone into the stock room without being detected by the cameras and that, if the stock room door was closed, a person screaming in the stock room would not be heard at the front of the store. It suggests that the complainant could "lure" a female customer or co-worker into the stock room, assault her, then use the back door of the stock room to force his victim out of the store. However, it has not been established that the complainant has the propensity to lure random victims in order to perpetrate assaults upon them, and the mere fact of his conviction for second degree sexual assault does not warrant such a conclusion. The complainant's conviction stemmed from a domestic incident which occurred in his home and involved his girlfriend. No evidence was presented to suggest that the complainant is inclined to use force or violence against strangers, nor does a single conviction for second degree sexual assault establish that the complainant poses a general danger to all females. Indeed, the fact that twenty years have elapsed since the conviction without the complainant's having reoffended, during which time it can be presumed that he has come into contact with females, would seem to indicate that he does not pose a general threat to all females, such that the mere presence of females in the workplace would create a risk of recidivism for him. Finally, even assuming that the complainant had such inclinations, the mere fact that there could conceivably be a scenario in which he could assault someone without being heard does not warrant a conclusion that the job presented a substantial opportunity to do so.

The commission recognizes that an individual who is inclined to engage in criminal activity can potentially find a way to do so in virtually any employment setting. However, the mere possibility that a person could reoffend at a particular job does not create a substantial relationship. Rather, the question is whether the circumstances of the employment provide "a greater than usual opportunity for criminal behavior," *Moore v. Milwaukee Bd. of School Directors* (LIRC, July 23, 1999), or "a particular and significant opportunity for such criminal behavior." *Herdahl v. Wal-Mart* (LIRC, Feb. 20, 1997). It is inappropriate to deny the complainant employment opportunities based upon mere speculation that he might be capable of committing a crime in the workplace, absent any reason to believe that the job provides him with a substantial opportunity to engage in criminal conduct. The respondent has not shown that such opportunity exists in this case. A work environment in which a manager and armed security guard are always present, where security cameras are posted, where the complainant never works completely alone and performs all his work on the premises, and where it can be presumed there is no access to drugs or drug-related products, is not one particularly conducive to drug-related criminal activity on the complainant's part. With regard to sexual assault, the aforementioned factors render the job one which also presents no significant opportunity for criminal behavior, the mere presence of female employees or customers notwithstanding.

In evaluating a case of this sort, the commission finds it useful to consider the question of what job would be suitable for the complainant given his criminal record, if not the job at hand. An assessment of that question in the *Herdahl* case, cited above, which involved the relationship between a criminal conviction for possession of marijuana and the job of stocker at a Wal-Mart store, led the commission to observe that if the complainant was considered unsuitable for the position at issue based upon the potential to distribute drugs, then it would appear she could be lawfully excluded from essentially every job which placed her in contact with other workers or with the public, and which did not provide constant direct supervision. The commission found that such a result would be inconsistent with the goals of the Act, which are, in part, to foster rehabilitation and employment of individuals with criminal arrest and conviction records. The same rationale applies equally here. The substantial relationship provision of the statute seeks to strike a balance between society's interest in rehabilitating those who have been convicted of crime and its interest in protecting citizens.

The rehabilitative purpose of the statute is not furthered by a finding which suggests that a person with a conviction record can be excluded from future employment based upon the barest of possibilities that he or she could reoffend, when there is no reason to believe that the job presents any particular or significant opportunity to do so.

The burden of showing that a statutory exception applies is on the proponent of the exception. *Chicago & Northwestern R.R. v. LIRC*, 91 Wis. 2d 462, 467, 283 N.W. 2d 603 (Ct. App. 1979). The respondent contends that the complainant's 1982 conviction for second degree sexual assault and his 1986 conviction for possession with intent to deliver are substantially related to the position of stocker at one of its retail stores. The commission is not satisfied that the respondent has met its burden of establishing that such a substantial relationship exists, and it concludes that the complainant's discharge from the position of stocker based upon his criminal conviction record was in violation of the Act.

Remedies (3)

A prevailing complainant is presumed to be eligible for "make whole" relief, including reinstatement to a position substantially equivalent to the position he held prior to his discharge, and back pay from the date of the unlawful discharge until the date on which he either returns to work for the respondent or refuses a valid offer of reinstatement. However, the complainant has an obligation to mitigate his damages and, if the respondent can demonstrate that he failed to make a diligent effort to do so, the back pay award may be reduced by the amount the complainant could have earned had he exercised reasonable diligence in seeking new employment. In deciding what remedy is appropriate, uncertainties are resolved against the discriminating employer. See *Fields v. Cardinal TG Co.* (LIRC, Feb. 16, 2001), citing *Silvers v. Madison Metropolitan School District* (LIRC, July 25, 1986); *Jones v. Dy-Dee Wash* (LIRC, Nov. 4, 1988).

A. Reinstatement

In its brief to the commission the respondent contends that the complainant is not entitled to reinstatement, because his position with the respondent was only a temporary one in the first place. However, the respondent did not meet its burden of establishing this was the case. Exhibit 5 in the record, a Personnel Action Form, indicates that the complainant was a "stocker - temp. hire" and that his first day of work was November 5, 2002. A second Personnel Action Form, Exhibit 6, indicates that there was a position change to "part-time hourly," at a different store, effective November 17, 2002. This second Personnel Action Form contains no indication that the position was temporary. The respondent has explained that when a new store opens, all non-managerial employees are hired on a temporary basis for the first two weeks the store is open, after which time some employees will be offered regular positions and others laid off. Here, however, the complainant was not laid off two weeks after he began his employment, but was transferred to a different store location, for which a new personnel action form, which no longer specified the complainant was a temporary employee, was prepared. Although at the hearing the respondent's witness testified that the complainant remained a temporary employee, absent a personnel action form stating otherwise, the evidence seems to warrant the opposite conclusion. Moreover, at the hearing the respondent's witness was specifically asked if he knew whether the complainant would have been laid off or retained after another two weeks, but testified that he did not know. The complainant was never told his employment was temporary, and he was discharged on December 18, 2002, about six weeks after his start date, for reasons unrelated to his having been a seasonal or temporary employee. Under all the facts and circumstances, the respondent has not persuaded the commission that the complainant's employment was only meant to be temporary, and it therefore sees no reason to conclude that he is not entitled to reinstatement.

B. Back pay

The respondent also argues that, assuming the complainant is eligible for reinstatement, his back pay should be cut off at one of several proposed junctures prior to the time that offer is extended. First, it contends that the complainant's back pay should be cut off on either December 30, 2002, or January 30, 2003, on the theory that the complainant's position

was temporary or seasonal and that he would have been laid off anyway. As set forth above, however, the respondent failed to demonstrate that, in the absence of discrimination, the complainant's employment would have terminated at any specific point, and the commission sees no basis to conclude that the complainant's back pay should not extend beyond the dates posited by the respondent.

Second, the respondent argues that back pay should be cut off at the point at which the complainant quit subsequent employment. The record indicates that the complainant applied for and received a job at Neptune Sandwiches on or about June 1, 2003, but quit after working only one day, based on dissatisfaction with the salary. The job paid \$6.00 an hour, whereas his work for the respondent had paid \$7.00 an hour. The complainant has conceded that his actions in quitting the job at Neptune Sandwiches did not constitute a reasonable effort to mitigate his damages, and that his back pay award should be reduced by the amounts he would have earned had he not quit that employment. However, the respondent contends that the complainant's back pay should not merely be reduced, but should be cut off completely when he quit that employment. The respondent cites *Peterke v. Jolly Foods* (LIRC, Oct. 3, 1977), *aff'd. sub. nom., Jolly Foods v. LIRC* (Dane Co. Cir. Ct. May 8, 1979), for the proposition that back pay is cut off on the date the complainant voluntarily quits a subsequent job. However, while in *Peterke* the award of back pay ended when the complainant quit a subsequent job, this occurred because she failed to seek additional employment thereafter. While it is appropriate to reduce a back pay award by the amount the complainant could have earned had he exercised reasonable diligence in seeking new employment, *Fields v. Cardinal TG Co.* (LIRC, Feb. 16, 2001), quitting a subsequent job is not necessarily an event which completely cuts off the respondent's liability for back pay.

Next, the respondent contends that, if the back pay is not cut off upon the complainant's quitting subsequent employment, then it should be cut off on August 4, 2003, at which point the complainant accepted higher paying work at JC Penney. Here, the respondent cites *Anderson v. UW-Whitewater* (LIRC, Dec. 3, 1980), *aff'd. sub nom. University of Wisconsin-Whitewater v. LIRC* (Ct. App., Dist. IV, unpublished decision, Nov. 25, 1985), for the proposition that back pay is cut off as of the date the complainant accepts a higher paying position. Again, the respondent's argument fails. In *Whitewater*, the court held that if an individual obtains alternative employment with a higher wage, in a position which he would have accepted even if he had been employed by the original employer, then the subsequent employment terminates the original employer's liability for back pay and reinstatement, despite the person's lay-off from the subsequent employment. Following *Whitewater*, the commission has specifically found that liability for back pay does not cut off automatically when the complainant is reemployed at a higher wage and that there must be testimony about whether the complainant would have quit the original employment. *Bodoh v. US Paper Converters Inc.* (LIRC, Nov. 14, 1995). In this case, the complainant was not asked whether he would have accepted the job at JC Penney even if he had still been employed by the respondent, and the record contains no evidence on this point. Thus, while the complainant is not eligible for back pay during the time he worked at JC Penney, earning more than he would have earned from the respondent, his acceptance of that employment does not completely cut off his potential entitlement to back pay nor terminate his right to reinstatement with the respondent.

The respondent's next argument is that the entitlement to back pay ends when the complainant was discharged from the job at JC Penney, because he was discharged for poor performance. The respondent maintains that engaging in poor performance is not acting with reasonable diligence to keep the position and, as such, demonstrates a failure to mitigate damages. However, there is no per se rule that discharge from subsequent employment ends back pay liability, even when the discharge is for poor performance. Rather, the question is whether the discharge indicates that the complainant did not act reasonably to mitigate his damages. In this case, the complainant was fired for failing to record the correct number of pallets. The record contains nothing to suggest that this was anything more than an inadvertent performance error on his part, and the commission sees no reason to regard it as a deliberate failure to mitigate his damages.

While the commission finds that the discharge from subsequent employment does not act to cut off the complainant's back pay, it cannot ignore the fact that at the hearing, which took place on November 13, 2003, the complainant testified that he had not looked for work since the November 7, 2003, discharge, and was planning to enroll in school

The respondent's arguments are without merit. The content of the commission's decision has no bearing on the question of whether the hourly rate requested by the complainant's attorney is reasonable. While the respondent correctly points out that, in the event the commission issued a decision finding for the complainant on only one issue, a reduction for partial success would be warranted, that argument is inapposite in this case, which presents but a single issue. The rationale for reducing attorney fees when the complainant has not prevailed on all issues is that, had the complainant's attorney not spent time litigating the issue or issues on which he did not succeed, the total amount of time he would have spent on the matter may have been reduced, thereby warranting a reduction in the total fee award. That rationale does not apply to litigating the remedy issues cited by the respondent, and even if the commission had decided not to order reinstatement or to cut off the complainant's back pay at an earlier juncture than he might have requested, this would not be a matter which would warrant a reduction of attorney fees on a partial success theory. Indeed, the commission has specifically held that it will not limit a fee award on that basis. *MMFHC v. Goetsch* (LIRC, Dec. 6, 1991)(reduction in attorney's fees because the extent of remedy was not as great as was sought is not appropriate).

The respondent had an opportunity to object to the complainant's attorney fee request, but has not done so. In the absence of any objection from the respondent, the commission concludes that the fees and costs requested by the complainant are reasonable, and awards payment in the amount of \$10,910.10.

NOTE: The commission did not confer with the administrative law judge who presided over the hearing about witness credibility and demeanor. The commission's reversal of the administrative law judge's decision does not rely on a differing assessment of witness credibility, but is as a matter of law.

cc:

Attorney James P. End

Attorney Brian A. Price

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Footnotes:

(1)([Back](#)) The record does not indicate whether or not there are any security cameras located in the stock room.

(2)([Back](#)) While the Wisconsin Supreme Court has found that when assessing the character traits revealed it is appropriate to look first at the statutory elements of the offense involved, it has also held that "the full assessment of what may be termed the 'fostering' circumstances may, at times, require some factual exposition" in order to ascertain the relevant, general, character-relate circumstances of the offense. *County of Milwaukee v. LIRC*, 139 Wis. 2d 805, 825 (1987).

(3)([Back](#)) The respondent maintains that, if the complainant prevails on the merits, this matter should be remanded to the administrative law judge for a decision on damages and mitigation issues. It contends that a remand is necessary because credibility determinations need to be made with regard to whether the complainant was discharged from subsequent employment based on poor performance. However, the commission has the authority to issue a decision addressing the questions of back pay and mitigation, and there is no requirement that the administrative law judge issue a separate decision on those matters. Moreover, notwithstanding the respondent's assertions to the contrary, a decision on

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back pay does not require a credibility determination with regard to the complainant's discharge from subsequent employment where the only evidence in the record regarding the circumstances surrounding that discharge is the complainant's un rebutted testimony.

(4)(*Back*) In its brief the respondent requests an opportunity for discovery and hearing on the question of the complainant's post-hearing mitigation efforts. However, absent any assertion from the complainant that he has reentered the labor market and attempted to mitigate his damages subsequent to the hearing, there is no reason to order any further proceedings. If, during the compliance phase of this matter, the complainant asserts that he has done so, and the parties are unable to agree on the complainant's entitlement to back pay subsequent to the date of the hearing, additional proceedings with respect to that issue may be appropriate.

uploaded 2005/10/21

Reference: Application For Bartender (Operator) License

Licensee: Daniel R Love, License Number: N170558,

Date: 08/08/2016 Licensing and Permit Committee Agenda Item 4

Supporting Documents Page 23-64

RE: Definition Of Substantial Relationship With Supporting Case Law

Substantial Relationship Under Wisconsin's Arrest & Conviction Record Discrimination Law

While the general rule in Wisconsin is that employers may not discriminate against an applicant or employee for an arrest or conviction record, the Wisconsin law does provide an exception where the job and offense underlying the conviction are substantially related. The requirements of which are defined by the Equal Rights Division and Labor & Industry Review Commission as:

Generally, an employer or licensing committee in this instant may avoid liability for discrimination based on a conviction record by showing that the circumstances substantially relate to the particular job. Wis. Stat. 111.335(1)(b) and (c)(1) as outlined on the first page of my supporting documentation. This statutory exception is an affirmative defense that the employer or licensing committee must prove. As the Wisconsin Supreme Court has ruled in the case of *Chicago & Northwestern R.R. v. LIRC*, 91 Wis. 2d 462, 467 (Wis. App. 1979). The employer has the burden to prove that the circumstances of employment provide "a greater than usual opportunity for criminal behavior" or "a particular and significant opportunity for such criminal behavior," not just "a mere possibility."

As presented in the case of: *Robertson v. Family Dollar Stores* (LIRC 10/14/05).

The commission recognizes that an individual who is inclined to engage in criminal activity can potentially find a way to do so in virtually any employment setting. However, the mere possibility that a person could reoffend at a particular job does not create a substantial relationship. Rather, the question is whether the circumstances of the employment provide "a greater than usual opportunity for criminal behavior," *Moore v. Milwaukee Bd. of School Directors* (LIRC, July 23, 1999), or "a particular and significant opportunity for such criminal behavior." *Herdahl v. Wal-Mart* (LIRC, Feb. 20, 1997). It is inappropriate to deny the complainant employment opportunities based upon mere speculation that he might be capable of committing a crime in the workplace, absent any reason to believe that the job provides him with a substantial opportunity to engage in criminal conduct.

6

Adv
LP 8/8
CC 8/15

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

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

Kewasha Wisconsin July 19 2016
(Municipality) (Date)

1. Name of agent Kathleen Amy Jewell

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

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

Kathleen A. Jewell
(Signature of Agent)
1015 114th St. Pl. Prairie WI 53158
(Address)

SUCCESSOR AGENT

The undersigned appoints Kathleen Amy Jewell as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee PW Fresh Market, LLC

Date 7-21 2016

By Brian Buccum Member
(Signature of President/Member)

(Signature of Secretary/Member)

I hereby accept appointment as agent for PW Fresh Market, LLC and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date July 19 2016

Kathleen A. Jewell
(Signature of Agent)

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

_____ WI _____ 20____
(Municipality) (Date)

(Signature of Official)

(Title)

6

Transfer of Agent License

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/14/2016	Kathleen A. Jewell		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1015-114th Street, Pl. Prairie	Piggly Wiggly Fresh Market	3500-52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*ADVERSE DUE TO PREVIOUS AGENT - HOLLY SCHROEDER 02-08-15 LIQUOR, VIOLATION OTHER -DISMISSED				
2/8/2015	NO OPER. LIC.			20

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

CITY ATTORNEY'S COMMENTS

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

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2016, in the total amount of **\$460.33**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/jmu

Parcel #:01-122-01-152-001

2717 63RD ST

Owner of Record

BANK OF AMERICA
1600 S DOUGLASS RD STE 200-B
ANAHEIM, CA 92806

Admin. Fee
100.00

Charge
84.33

Total
184.33

Parcel #:12-223-31-329-005

2118 53RD ST

Owner of Record

VIK-DAN LLC
C/O DANIEL J RUFFALO
10800 36TH CT
PLEASANT PRAIRIE, WI 53158

Admin. Fee
100.00

Charge
176.00

Total
276.00

RESOLUTION TOTAL

460.33

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Grass and Weed Cutting**

BE IT RESOLVED, that special charges for weed/grass cutting during 2016, in the total amount of \$20,629.60, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/jmu

Parcel #:01-122-01-103-012**6035 25TH AVE****Owner of Record**CR PROPERTIES 2015 LLC
333 WESTCHESTER AVE S BLDG
STE W2100
WHITE PLAINS, NY 10604Admin. Fee
100.00Charge
165.00Total
265.00

Parcel #:01-122-01-106-011**6209 25TH AVE****Owner of Record**DAMARCUS M JACKSON
1127 STRAWBERRY CREEK ST
CHULA VISTA, CA 91913Admin. Fee
100.00Charge
89.24Total
189.24

Parcel #:01-122-01-107-021**6106 23RD AVE****Owner of Record**ANDREW & JULIE BAVETZ
505 W BASELINE RD APT 1076
TEMPE, AZ 85283-1180Admin. Fee
100.00Charge
109.58Total
209.58

Parcel #:01-122-01-108-005**6119 23RD AVE****Owner of Record**JOJO ENTERPRISES LLC
9758 S RUSTIC PL
OAK CREEK, WI 53154Admin. Fee
100.00Charge
15.20Total
115.20

Parcel #:01-122-01-108-020**6110 22ND AVE****Owner of Record**THE SALVATION ARMY
431 S GENESEE ST
WAUKEGAN, IL 60085-6511Admin. Fee
100.00Charge
31.60Total
131.60

Parcel #:01-122-01-108-025**6100 22ND AVE****Owner of Record**MAX MANAGEMENT LLC
4379 S HOWELL AVE STE 26
MILWAUKEE, WI 53207Admin. Fee
100.00Charge
113.40Total
213.40

Parcel #:01-122-01-152-002**2721 63RD ST****Owner of Record**CECILIA GAINES
2721 63RD ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
47.65Total
147.65**Parcel #:01-122-01-161-019****6415 28TH AVE****Owner of Record**PYRAMAX GROUP INC
9821 28TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
632.20Total
732.20**Parcel #:01-122-01-191-001****2219 ROOSEVELT RD****Owner of Record**RAMCOMM LLC
7410 30TH AVE
KENOSHA, WI 53142-4404Admin. Fee
100.00Charge
36.40Total
136.40**Parcel #:01-122-01-201-014****6044 30TH AVE****Owner of Record**TERESO F & AMALIA O TOVAR
6046 30TH AVE
KENOSHA, WI 53142-3382Admin. Fee
100.00Charge
83.84Total
183.84**Parcel #:01-122-01-206-020****6212 32ND AVE****Owner of Record**RICHARD A & MANDI S EMERICK
6212 32ND AVE
KENOSHA, WI 53142-3311Admin. Fee
100.00Charge
239.08Total
339.08**Parcel #:01-122-01-295-001****31ST AVE****Owner of Record**EAST WEST ASSET MANAGEMENT LLC
C/O MICHAEL KEARNEY-K C SO RR
PO BOX 219335
KANSAS CITY, MO 64121-9335Admin. Fee
100.00Charge
1,970.00Total
2,070.00

Parcel #:01-122-01-303-004**3214 ROOSEVELT RD****Owner of Record**
WELLS FARGO BANK
3476 STATEVIEW BLVD
FORT MILL, SC 29715Admin. Fee
100.00Charge
28.88Total
128.88

Parcel #:01-122-01-357-015**7104 37TH AVE****Owner of Record**
PRIMESTAR FUND I TRS INC
PO BOX 447
ODESSA, FL 33556Admin. Fee
100.00Charge
114.44Total
214.44

Parcel #:01-122-01-404-028**6720 25TH AVE****Owner of Record**
P L RUFFOLO LLC
C/O PETER RUFFOLO
2516 29TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
463.51Total
563.51

Parcel #:01-122-01-406-021**6906 22ND AVE****Owner of Record**
GABRIEL L FERRARA
6906 22ND AVE
KENOSHA, WI 53143-5301Admin. Fee
100.00Charge
6.20Total
106.20

Parcel #:02-122-02-226-008**5318 61ST ST****Owner of Record**
BLAKE BUCHANAN
5318 61ST ST
KENOSHA, WI 53142Admin. Fee
100.00Charge
77.55Total
177.55

Parcel #:02-122-02-228-012**6118 54TH AVE****Owner of Record**
LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
425.45Total
525.45

Parcel #:02-122-02-452-005**7201 45TH AVE****Owner of Record**TOBIN R BOYLE
7201 45TH AVE
KENOSHA, WI 53142-1729**Admin. Fee**

100.00

Charge

255.00

Total

355.00

Parcel #:02-122-02-452-009**4410 73RD ST****Owner of Record**YVONNE M DODGE
4410 73RD ST
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

55.85

Total

155.85

Parcel #:02-122-02-452-009**4410 73RD ST****Owner of Record**YVONNE M DODGE
4410 73RD ST
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

55.85

Total

155.85

Parcel #:03-122-04-426-004**7201 77TH AVE****Owner of Record**EDWARD VAN DER MOLEN
PO BOX 109
MONTGOMERY, IL 60538-0109**Admin. Fee**

100.00

Charge

237.60

Total

337.60

Parcel #:03-122-04-426-030**7800 75TH ST****Owner of Record**D HAYDEN & ELIZABETH GREEN
PO BOX 109
MONTGOMERY, IL 60538-0109**Admin. Fee**

100.00

Charge

632.20

Total

732.20

Parcel #:03-122-05-328-537**10025 70TH ST****Owner of Record**DARYL R & SHIRLEY M KRUSE
10025 70TH ST
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

272.83

Total

372.83

Parcel #:04-122-12-134-001**7603 28TH AVE****Owner of Record**ADELL L FRYE
7603 28TH AVE
KENOSHA, WI 53143-5664**Admin. Fee**

100.00

Charge

111.50

Total

211.50

Parcel #:04-122-12-134-003**7611 28TH AVE****Owner of Record**HELM REAL ESTATE INC
PO BOX 1104
KENOSHA, WI 53141-1104**Admin. Fee**

100.00

Charge

150.00

Total

250.00

Parcel #:04-122-12-227-012**3516 76TH ST****Owner of Record**AARON P GALDONIK
3516 76TH ST
KENOSHA, WI 53142-7228**Admin. Fee**

100.00

Charge

140.00

Total

240.00

Parcel #:04-122-12-401-001**8004 22ND AVE****Owner of Record**U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

15.80

Total

115.80

Parcel #:04-122-12-477-006**8215 25TH AVE****Owner of Record**GLENN & SUSAN GRAFF
3705 27TH ST LOT 21
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

147.65

Total

247.65

Parcel #:05-123-06-129-005**1214 61ST ST****Owner of Record**DEBRA L JACKSON
8825 41ST AVE APT 3
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

150.45

Total

250.45

Parcel #:05-123-06-151-009**6422 SHERIDAN RD****Owner of Record**
MICHELLE B SERPE
2000 34TH ST
KENOSHA, WI 53140-5239Admin. Fee
100.00Charge
175.50Total
275.50**Parcel #:05-123-06-231-013****1926 63RD ST****Owner of Record**
GWK-ALK LLP
1585 22ND AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
52.00Total
152.00**Parcel #:05-123-06-258-013****6617 21ST AVE****Owner of Record**
HELENE C BOTTOS
JILL J CLARK
1721 E GRAND AVE
LINDENHURST, IL 60046Admin. Fee
100.00Charge
2.88Total
102.88**Parcel #:05-123-06-258-019****2014 67TH ST****Owner of Record**
CHRISTOPHER P & NANCY L RULAND
3720 ROOSEVELT RD
KENOSHA, WI 53142Admin. Fee
100.00Charge
6.16Total
106.16**Parcel #:05-123-06-278-014****6635 18TH AVE****Owner of Record**
PAUL D SKANDEL
5407 8TH AVE
KENOSHA, WI 53140-3715Admin. Fee
100.00Charge
209.32Total
309.32**Parcel #:05-123-06-307-020****1403 68TH ST****Owner of Record**
JAMES DEGRAFFENREID
6638 20TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
109.84Total
209.84

Parcel #:05-123-06-453-008**7401 SHERIDAN RD****Owner of Record**BRENDA M CARTER
401 LEXINGTON AVE
NASHUA, IA 50658-9674**Admin. Fee**

100.00

Charge

195.16

Total

295.16

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097**Admin. Fee**

100.00

Charge

124.20

Total

224.20

Parcel #:06-123-07-328-003**8009 22ND AVE****Owner of Record**LAVERNE E GRAF
6004 69TH ST
KENOSHA, WI 53142-1407**Admin. Fee**

100.00

Charge

51.25

Total

151.25

Parcel #:06-123-07-452-008**1013 83RD ST****Owner of Record**MATTHEW A & ANGELA S CARLSON
4600 GREEN BAY RD
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

372.08

Total

472.08

Parcel #:07-222-25-305-024**4002 30TH AVE****Owner of Record**SCOTT A WIESZCHOWSKI
4002 30TH AVE
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

104.73

Total

204.73

Parcel #:07-222-25-360-114**33RD AVE****Owner of Record**BROOKSTONE HOMES INC
1230 CORPORATE CTR DR STE 200
OCONOMOWOC, WI 53066**Admin. Fee**

100.00

Charge

300.00

Total

400.00

Parcel #:07-222-25-428-004**4005 30TH AVE****Owner of Record**SUE RADDER
307 OLD DARBY
WINTHROP HARBOR, IL 60096**Admin. Fee**

100.00

Charge

138.64

Total

238.64

Parcel #:07-222-25-453-002**4307 30TH AVE****Owner of Record**DAVID E & MICHAEL YOUNG
11106 82ND ST
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

Charge

304.00

Total

404.00

Parcel #:07-222-25-454-008**4417 29TH AVE****Owner of Record**HEDWIN J ALCANTARA
4417 29TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

73.75

Total

173.75

Parcel #:07-222-25-454-008**4417 29TH AVE****Owner of Record**HEDWIN J ALCANTARA
4417 29TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

72.50

Total

172.50

Parcel #:08-222-35-276-013**5024 47TH AVE****Owner of Record**WILLIS J JOHNSON
5024 47TH AVE
KENOSHA, WI 53144**Admin. Fee**

100.00

Charge

458.80

Total

558.80

Parcel #:08-222-35-351-015**5210 58TH ST****Owner of Record**LEO F & THYRA SATTLER
8633 32ND AVE
KENOSHA, WI 53142-5187**Admin. Fee**

100.00

Charge

177.13

Total

277.13

Parcel #:08-222-35-351-015**5210 58TH ST****Owner of Record**LEO F & THYRA SATTLER
8633 32ND AVE
KENOSHA, WI 53142-5187Admin. Fee
100.00Charge
177.13Total
277.13

Parcel #:08-222-35-452-023**5602 44TH AVE****Owner of Record**TIMOTHY J & BRIDGET M OLIVER
5602 44TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
109.59Total
209.59

Parcel #:09-222-36-108-013**2412 50TH ST****Owner of Record**JPMORGAN CHASE BANK NA
4400 WILL ROGERS PKWY, STE 300
OKLAHOMA CITY, OK 73108Admin. Fee
100.00Charge
76.68Total
176.68

Parcel #:09-222-36-156-002**5103 28TH AVE****Owner of Record**DEBRA J CREEKMORE
5103 28TH AVE
KENOSHA, WI 53140-3003Admin. Fee
100.00Charge
97.50Total
197.50

Parcel #:09-222-36-202-003**3213 45TH ST****Owner of Record**CONFESOR RIVERA
3213 45TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
266.56Total
366.56

Parcel #:09-222-36-329-013**3705 52ND ST****Owner of Record**RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092Admin. Fee
100.00Charge
176.20Total
276.20

Parcel #:09-222-36-405-005**2502 54TH ST****Owner of Record**
GUILLERMO HERNANDEZ
JULIA RUIZ
2502 54TH ST
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	29.10	129.10

Parcel #:09-222-36-476-002**5503 23RD AVE****Owner of Record**
FRED L & VICKI S SCHULTZ
918 WASHINGTON RD
KENOSHA, WI 53140-2849

Admin. Fee	Charge	Total
100.00	169.20	269.20

Parcel #:09-222-36-476-003**5507 23RD AVE****Owner of Record**
EDWIN R WILLIAMS
5507 23RD AVE
KENOSHA, WI 53140-3506

Admin. Fee	Charge	Total
100.00	233.12	333.12

Parcel #:09-222-36-483-023**5710 22ND AVE****Owner of Record**
JONATHAN TUTLEWSKI
7629 50TH AVE
KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	130.36	230.36

Parcel #:10-223-18-326-024**1740 BIRCH RD****Owner of Record**
JOSEPH A BROESCH
2608 24TH ST
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	261.75	361.75

Parcel #:10-223-19-278-020**1714 21ST ST****Owner of Record**
DAVID J DINGES
1714 21ST ST
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	63.24	163.24

Parcel #:10-223-19-332-004**2121 25TH ST****Owner of Record**CARLA LADOUA
2121 25TH ST
KENOSHA, WI 53140-4920**Admin. Fee**

100.00

Charge

187.68

Total287.68

Parcel #:11-223-30-453-007**927 WASHINGTON RD****Owner of Record**SOUTHPORT BANK
7027 GREEN BAY RD
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

57.50

Total157.50

Parcel #:11-223-30-476-011**434 43RD ST****Owner of Record**LARRY & KATHLEEN MATHEWS
9850 W MARGUERITE LN
BEACH PARK, IL 60099**Admin. Fee**

100.00

Charge

40.50

Total140.50

Parcel #:12-223-31-130-004**4622 10TH AVE****Owner of Record**PATRICIA TURNER
4622 10TH AVE
KENOSHA, WI 53140-3308**Admin. Fee**

100.00

Charge

162.98

Total262.98

Parcel #:12-223-31-141-013**4605 8TH AVE****Owner of Record**MARK F & TANYA M CLEMENTS
4605 8TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

94.00

Total194.00

Parcel #:12-223-31-227-011**2018 45TH ST****Owner of Record**MICHAEL A & BRENDA J CORRADINI
3207 VALLEY GROVE LN
KNOXVILLE, TN 37931-4119**Admin. Fee**

100.00

Charge

131.25

Total231.25

Parcel #:12-223-31-251-002**1807 50TH ST****Owner of Record**
CITY TRANSFORMATION LIMITED
1807 50TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
158.20Total
258.20**Parcel #:12-223-31-255-010****2114 52ND ST****Owner of Record**
KOSTANDO GOCHIS
3322 16TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
131.25Total
231.25**Parcel #:12-223-31-277-013****5027 17TH AVE****Owner of Record**
JAMES J SALITURO
10919 60TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
13.56Total
113.56**Parcel #:12-223-31-330-009****2110 54TH ST****Owner of Record**
KENDALL & GERALDINE HIRATA
2235 HANLON RD
LIBERTYVILLE, IL 60048Admin. Fee
100.00Charge
76.70Total
176.70**Parcel #:12-223-31-332-004****1925 53RD ST****Owner of Record**
TERRY FEEST
3516 29TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
268.36Total
368.36**Parcel #:12-223-31-334-018****5507 22ND AVE****Owner of Record**
ATLAS GYM LLC
3415 80TH ST
KENOSHA, WI 53142-4974Admin. Fee
100.00Charge
97.50Total
197.50

Parcel #:12-223-31-359-002

1811 57TH ST

Owner of Record

ELAINE HAUBRICH
1811 57TH ST
KENOSHA, WI 53140-3946

Admin. Fee

100.00

Charge

172.80

Total

272.80

Parcel #:12-223-31-405-002

5525 8TH AVE

Owner of Record

BANK ONE WISCONSIN NATIONAL AS
C/O INDUSTRY CONSULTING GROUP
PO BOX 8265
WICHITA FALLS, TX 76307-8265

Admin. Fee

100.00

Charge

45.00

Total

145.00

RESOLUTION TOTAL

20,629.60

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2016, in the total amount of **\$5,998.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/jmu

Parcel #:01-122-01-435-005**6921 27TH AVE****Owner of Record**PAUL M CAMPAGNA
CAMPAGNA REVOCABLE TRUST
7512 20TH AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:01-122-01-459-012**7329 27TH AVE****Owner of Record**RORY M & JENNIFER MILLIGAN
7329 27TH AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:02-122-02-227-022**6033 56TH AVE****Owner of Record**STEVO RADULOVIC
6033 56TH AVE
KENOSHA, WI 53142-3027**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:05-123-06-135-021**6300 10TH AVE****Owner of Record**BRADLY DOUGLAS PELLEGRIN
6300 10TH AVE
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:08-222-35-351-016**5728 52ND AVE****Owner of Record**ANTHONY R VELA
AMANDA L PIATT
6210 106TH AVE
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:09-222-36-135-006**4705 28TH AVE****Owner of Record**PASCUAL JAIMES
4705 28TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:09-222-36-155-011**2810 52ND ST**

Owner of Record
 NABIL #1 LLC
 2810 52ND ST
 KENOSHA, WI 53140

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:10-223-18-327-110**2019 SOMERS**

Owner of Record
 JOHN ANGOTTI
 PO BOX 425
 SOMERS, WI 53171

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:10-223-18-353-007**1786 21ST AVE**

Owner of Record
 KAARIN LONG
 1786 21ST AVE
 KENOSHA, WI 53140

Admin. Fee
 100.00

Charge
 72.00

Total
 172.00

Parcel #:10-223-19-277-024**2044 16TH AVE**

Owner of Record
 SANDRA L BORLAND
 2044 16TH AVE
 KENOSHA, WI 53140-4711

Admin. Fee
 100.00

Charge
 72.00

Total
 172.00

Parcel #:10-223-19-278-029**2014 17TH AVE**

Owner of Record
 SHIRLEY E MESSING
 2014 17TH AVE
 KENOSHA, WI 53140

Admin. Fee
 100.00

Charge
 360.00

Total
 460.00

Parcel #:11-223-30-202-003**3122 14TH AVE**

Owner of Record
 WALNUT & VINE PROPERTIES II
 NATIONAL TAX SEARCH LLC
 303 EAST WACKER DR STE 900
 CHICAGO, IL 60601-5222

Admin. Fee
 100.00

Charge
 72.00

Total
 172.00

Parcel #:11-223-30-351-006**4207 18TH AVE****Owner of Record**
MOLISSIA S MARTIN
4207 18TH AVE
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	72.00	172.00

Parcel #:11-223-30-406-006**4022 6TH AVE****Owner of Record**
KEVIN E ERMERT
JOY ANN H MYRES
4022 6TH AVE
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	180.00	280.00

Parcel #:11-223-30-407-009**4012 5TH AVE****Owner of Record**
MICHAEL G NICCOLAI
4012 5TH AVE
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	360.00	460.00

Parcel #:11-223-30-436-020**4054 7TH AVE****Owner of Record**
JOPPA LODGE NO 9 F & A M
PO BOX 86
KENOSHA, WI 53141

Admin. Fee	Charge	Total
100.00	90.00	190.00

Parcel #:12-223-31-151-011**4924 7TH AVE****Owner of Record**
KENOSHA VINTAGE LLC
C/O CLOVIS POINT LLC
625 57TH ST
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	90.00	190.00

Parcel #:12-223-31-336-007**1713 54TH ST****Owner of Record**
SAMIR AUDICHO
6814 106TH AVE
KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	180.00	280.00

Parcel #:12-223-31-354-002	2005 56TH ST		
Owner of Record ROSALBA RODRIGUEZ 1719 50TH ST KENOSHA, WI 53140	Admin. Fee 100.00	Charge 180.00	Total 280.00

Parcel #:12-223-31-479-005	622 58TH ST		
Owner of Record KENOSHA RETAIL GROUP LLC 2101 W RICE ST #306 CHICAGO, IL 60622	Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #:12-223-31-480-020	5814 6TH AVE		
Owner of Record PAUL MCDONOUGH 625 57TH ST KENOSHA, WI 53140	Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #:12-223-31-488-003	5801 6TH AVE		
Owner of Record LAKE MANAGEMENT LLC 1200 S LAKE ST MUNDELEIN, IL 60060	Admin. Fee 100.00	Charge 180.00	Total 280.00

RESOLUTION TOTAL			5,998.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on
Certain Parcel(s) of Property for Razing a Building
(Miscellaneous Assessment)**

BE IT RESOLVED, that special charges for trash removal during 2016, in the total amount of **\$252,946.97**, be levied against the parcel(s) of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/jmu

Parcel #: 01-122-01-161-019

6415 28TH AVE

Owner of Record
PYRAMAX GROUP INC
9821 28TH AVE
PLEASANT PRAIRIE, WI 53158

Admin. Fee	Charge	Total
100.00	252,946.97	253,046.97

RESOLUTION TOTAL

253,046.97

SACL2NS

11 AUG 16 08:53 HSUEZ

SPECIAL ASSESSMENTS
RAZE BUILDING

NAME:

ADDRESS:

PROJECT NO. 16-002 TYPE CODE 10

STREET PARCEL NO. 01-122-01-161-019-0 000

FILE TYPE	TAX YEAR	# OF YEARS	ANNUAL INTEREST	TYPE	RESOLUTION NUMBER	DATE	EFFECTIVE BILL DATE
P	16	01	07.5	P	000-00	00/00/00	00/00/00

ADMIN FEES	CHARGE	TOTAL ASSESSMENT
___100.00	__252946.97	253046.97

COST ANALYSIS/COMMENTS

- X RAZE & PRE-RAZE COST; LANDMARK TITLE _____
- REG. OF DEEDS; PROCESS SERVER; K-NEWS, _____
- X PSI, DNR, WE ENERGIES, AECOM, PACE ANA- _____
- X LYICAL, MACEMON (\$225,307.50), FENC CO _____

MSG-WAIT/MENU

XMIT/CONTINUE

[]

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on
Certain Parcel(s) of Property for Trash Removal
(Miscellaneous Assessment)**

BE IT RESOLVED, that special charges for trash removal during 2016, in the total amount of \$5,087.63, be levied against the parcel(s) of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/jmu

Parcel #:01-122-01-458-024**7420 27TH AVE****Owner of Record**
TABITHA MAE CROCKER
7420 27TH AVE
KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	315.00	415.00

Parcel #:02-122-02-459-007**7301 45TH AVE****Owner of Record**
MOHAMEDAYOOB KHAN
1778 SHERIDAN RD UPPER APT 3
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	2,030.00	2,130.00

Parcel #:04-122-12-301-025**3401 80TH ST****Owner of Record**
COMMERCIAL NET LEASE REALTY IN
450 S ORANGE AVE, STE 900
ORLANDO, FL 32801

Admin. Fee	Charge	Total
100.00	280.00	380.00

Parcel #:05-123-06-203-011**1502 61ST ST****Owner of Record**
STEPHEN R LAGASSE
6650 ARNO WAY
BOYNTON BEACH, FL 33472-7320

Admin. Fee	Charge	Total
100.00	165.35	265.35

Parcel #:05-123-06-204-012**6039 18TH AVE****Owner of Record**
JEFFERY GIVENS
1725 COURTYARD HTS #3
COLORADO SPRINGS, CO 80906

Admin. Fee	Charge	Total
100.00	70.00	170.00

Parcel #:05-123-06-226-013**1819 60TH ST****Owner of Record**
WILMA JEAN ROBERTS
3025 89TH ST
KENOSHA, WI 53142

Admin. Fee	Charge	Total
100.00	35.00	135.00

Parcel #:05-123-06-229-005**2023 61ST ST****Owner of Record**
GUADALUPE PEREZ
3708 SARAH DR
ZION, IL 60099Admin. Fee
100.00Charge
26.68Total
126.68**Parcel #:05-123-06-259-020****6626 19TH AVE****Owner of Record**
PASQUALE MARTINELLI
1809 75TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
70.00Total
170.00**Parcel #:05-123-06-307-001****1413 68TH ST****Owner of Record**
SECRETARY OF VETERANS AFFAIRS
1202 60TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
123.40Total
223.40**Parcel #:05-123-06-307-010****1504 69TH ST****Owner of Record**
PIYUSH PATEL
515 KAREY CT
WILMETTE, IL 60091Admin. Fee
100.00Charge
125.00Total
225.00**Parcel #:05-123-06-307-019****6806 14TH AVE****Owner of Record**
6806 14TH AVENUE LAND TRUST
501 SILVERSIDE RD, STE 87JQ
WILMINGTON, DE 19809Admin. Fee
100.00Charge
62.20Total
162.20**Parcel #:09-222-36-483-023****5710 22ND AVE****Owner of Record**
JONATHAN TUTLEWSKI
7629 50TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
140.00Total
240.00

Parcel #:12-223-31-230-022**4714 20TH AVE****Owner of Record**JOSEPH M & JESSICA A MANNING
13011 7TH ST NE
LAKE STEVENS, WA 98258Admin. Fee
100.00Charge
140.00Total
240.00

Parcel #:12-223-31-489-004**5703 6TH AVE****Owner of Record**BAE PROPERTIES LLC
5703 6TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
105.00Total
205.00**RESOLUTION TOTAL****5,087.63**

RESOLUTION _____

SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA, SR.
CO-SPONSORS: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON SCOTT GORDON
ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON MITCHELL H. PEDERSEN
ALDERPERSON JOHN FOX
ALDERPERSON KEVIN MATHEWSON
ALDERPERSON JACK ROSE

RESOLUTION TO URGE THE KENOSHA UNIFIED SCHOOL DISTRICT BOARD TO FOLLOW THE RECOMMENDATION OF ITS COMMITTEE REGARDING THE NAMING OF THE NEW STADIUM

WHEREAS, the Kenosha Unified School District ("District") is currently constructing a new stadium at the site of Mary D. Bradford High School; and

WHEREAS, the District appointed a committee tasked with making a recommendation to the District's Board of Education ("Board") regarding the naming of the stadium; and

WHEREAS, the committee, by a 12-4 vote overwhelmingly supported naming the stadium after Mary D. Bradford; and

WHEREAS, the District's Board opted to ignore the committee's recommendation and name the stadium after Olen Arrington, Jr., an outstanding citizen who worked with the City's youth and served on the Kenosha Unified School District Board of Education.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha does urge the Board to follow the recommendation of its committee and name the stadium after Mary D. Bradford.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is directed to send a copy of this resolution to the Superintendent of the Kenosha Unified School District and the President of the Board.

Adopted this ____ day of _____, 2016.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
John M. Antaramian, Mayor

Drafted By:
WILLIAM B. RICHARDSON
Assistant City Attorney

RESOLUTION # _____

BY: The Mayor

**RESOLUTION TO MODIFY THE TABLE OF ORGANIZATION
IN THE DEPARTMENT OF PUBLIC WORKS – STREETS DIVISION
TO RECLASSIFY ONE POSITION OF FIELD SUPERVISOR
TO THAT OF ELECTRICAL SUPERVISOR**

WHEREAS, both the Table of Organization and the adopted 2016 operating budget for the Department of Public Works Streets Division reflects an organizational structure of three field supervisors; and

WHEREAS, one of the aforementioned field supervisor positions has the responsibility of overseeing the City's traffic/street lighting operations and facility electrical systems; and

WHEREAS, the department believes that establishing a new requirement of a master electrician license for this position would improve the overall performance and efficiency of the traffic and street lighting operations via greater supervisory oversight of existing personnel and compliance with industry codes and standards as well as allowing for City electrical work to be completed outside of the right-of-way limitations in and around City facilities; and

WHEREAS, the proposed changes to this position have been reviewed by the City's compensation plan consultant, Carlson & Dettmann, with a subsequent recommendation of a classification title change to Electrical Supervisor and a pay grade change to Grade J (\$5,462/mo - \$7,022/mo) from Grade I (\$5,085/mo - \$6,539/mo) in the wage schedule arising from an increase in required experience, thinking challenges and problem-solving, and work environment as well as assuming more supervisory responsibility than in the past.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the attached position description of Electrical Supervisor be approved; and

BE IT FURTHER RESOLVED, that the recommended salary grade change be approved; and

BE IT FURTHER RESOLVED, that the Table of Organization be modified to reflect the title reclassification of Electrical Supervisor from that of Field Supervisor.

Dated this ____ day of _____, 2016.

ATTEST: _____, City Clerk - Treasurer
Debra L. Salas

APPROVED: _____, Mayor
John M. Antaramian

2016 - PERSONAL SERVICES REQUEST FISCAL NOTE

Item: Resolution to Modify the Table of Organization in the Department of Public Works – Streets Division to Reclassify One Position of Field Supervisor to that of Electrical Supervisor

Prepared By: Finance Department

Date: August 11, 2016

The position was reviewed based on the following:

Position of Field Supervisor was vacated 3/4/16 due to retirement.
Position is budgeted in 2016 as Grade I – Step “5” - \$5,666/month for 6 months and Step “6” - \$5,812/month for 6 months.
Assume the position will be filled by a master electrician.
Assume that the position will be filled 10/1/16.
Assume that the position will be filled at Step “8” - \$6,552/month.

Based on the position as budgeted above, the assumptions stated and the assumed position steps and start date, there are sufficient funds available to fill the position effective 10/1/16.

(share.fin/FISCALNOTES16/Res.ReclassElec.Sup.Pos.Potts.8.11.16)

August 5, 2016

To: David F. Bogdala, Chairperson
Public Works Committee

From: Shelly Billingsley, MBA, PE *Shelly Billingsley* 8-5-16
Director of Public Works

Subject: Project: 16-1211 Municipal Office Building Air Handler Replacement
Location: 625 52nd Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$65,000.00. Budget amount is \$74,000.00.

This project consists of replacement of three air handlers and associated condensers, replacement of coolant lines, connection to existing electrical system, reconnection of ductwork and repair of drywall and acoustic tile ceiling, replacement and reconnection of existing building automation system components, and commissioning of new system.

Following is the list of bidders:

Contractor	Base Bid	Alternate 1
J & H Heating, Inc.	\$64,700.00	No Charge

It is recommended that this contract be awarded to J & H Heating, Inc. for the base bid amount of \$64,700.00 plus Alternate 1 (Refrigerant Piping Replacement) for No Charge plus \$9,300.00 in contingency for unforeseen conditions (if needed), for total award amount of \$74,000.000. Funding is from CIP Line Item OT-07-004.

SAB/kjb

TO: Mayor John Antaramian
Members of the Common Council
Members of the Finance Committee

FROM: Anthony Geliche, Community Development Specialist *A.G.*

RE: 2016 Community Development Block Grant Subgrantee Agreements

DATE: August 8, 2016

The 2016 Community Development Block Grant (CDBG) Subgrantee Agreements are submitted to you for consideration. The following information is attached:

1. Detail for each Agreement showing:
 - a. Applicant
 - b. Project title
 - c. Amount received
 - d. Contract period.
2. One (1) full CDBG Subgrantee Agreement as a sample.
3. A Scope of Service and Budget for all the remaining CDBG Subgrantee Agreements.

The Agreement used for the CDBG Program is a standard Agreement for all sub-recipients, which is the reason you do not have a full Agreement for each Applicant/Project title.

All CDBG Agreements have been reviewed and approved by the agencies prior to this submission to the Finance Committee and Common Council for consideration.

The 2016 CDBG Program was approved by the Common Council on December 7, 2015 with Resolution #143-15. The Agreements were not forwarded to the Finance Committee and Common Council for approval until the Department of Housing and Urban Development (HUD) confirmed that the 2016 Grant Agreement was being processed.

If you have any questions, please contact me at 653.4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachments

2016 CDBG Program

	Organization	Project Name	Amount	Contract Period
a	Big Brothers Big Sisters of Racine & Kenosha Counties, Inc.	Mentoring	\$4,000	August 1, 2016 to July 31, 2017
b	Boys and Girls Club of Kenosha, Inc.	Lincoln Park Outpost	\$30,000	January 1, 2016 to December 31, 2016
c	ELCA Urban Outreach Center	Facility Roof	\$40,000	August 1, 2016 to July 31, 2017
d	ELCA Urban Outreach Center	Life Sustaining Employment	\$19,000	January 1, 2016 to December 31, 2016
e	Kenosha Area Family and Aging Services, Inc.	Volunteer Transportation Service	\$5,000	January 1, 2016 to December 31, 2016
f	Kenosha Human Development Services, Inc.	Adult Family Home Roof	\$25,000	August 1, 2016 to July 31, 2017
g	Kenosha Literacy Council, Inc.	Literacy Program	\$8,000	August 1, 2016 to July 31, 2017
h	Kenosha YMCA	Frank Neighborhood Project	\$21,000	January 1, 2016 to December 31, 2016
i	Oasis Youth Center, Inc.	After School Program	\$13,000	January 1, 2016 to December 31, 2016
j	Salvation Army	Housing Stabilization	\$11,343	August 1, 2016 to July 31, 2017
k	Salvation Army	Transportation Assistance	\$7,300	August 1, 2016 to July 31, 2017
l	Shalom Center of Interfaith Network of Kenosha County, Inc.	Mental Health/AODA Assessment & Therapy	\$25,000	August 1, 2016 to July 31, 2017
m	Shalom Center of Interfaith Network of Kenosha County, Inc.	Homeless Shelter Improvements	\$135,337	August 1, 2016 to July 31, 2017
n	Urban League of Racine and Kenosha, Inc.	Hispanic Center	\$8,000	August 1, 2016 to July 31, 2017
o	Walkin In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$11,000	January 1, 2016 to December 31, 2016
p	Women & Children's Horizons, Inc.	Legal Advocacy Coordinator	\$20,000	August 1, 2016 to July 31, 2017
q	Women & Children's Horizons, Inc.	Shelter Air Conditioning	\$30,000	August 1, 2016 to July 31, 2017
r	Wisconsin Women's Business Initiative Corp	Microenterprise Technical Assistance/Loans	\$70,000	August 1, 2016 to July 31, 2017

Exhibit A

BUDGET

Big Brothers Big Sisters of Racine and Kenosha Counties, Inc.
Mentoring Tomorrow's Workforce

Salaries/Fringe Benefits	\$3,700.00
Program Supplies Supplies	\$300.00
TOTAL	\$4,000.00

Exhibit B

SCOPE OF SERVICES

Big Brothers Big Sisters of Racine and Kenosha Counties, Inc. *Mentoring Tomorrow's Workforce*

A. General Description of Services

1. Utilize funds to provide children age 6-18 with professionally supported, outcome based one-on-one mentoring relationships.
2. The relationships will assist youth with guidance and resources to show positive academic growth, strengthen family relationships, make a plan to graduate high school and engage in the community.
3. The services provided will include creating a support system using volunteer mentors to keep youth in school.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so it's evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.

C. Measurable Outcomes

1. Eighty (80) youth will be provided mentoring services.
2. Report on:
 - a. The number of youth served.
 - b. Grades, attendance and behavior progress of youth served.
 - c. Graduation rate.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Boys and Girls Club of Kenosha, Inc.
*Lincoln Park Outpost Be Great: Participate***

Salaries/Fringe Benefits	\$28,200.00
Supplies	\$1,500.00
Staff CPR - First Aid Training	\$300.00
TOTAL	\$30,000.00

Exhibit B

SCOPE OF SERVICES

Boys and Girls Club of Kenosha, Inc. *Lincoln Park Outpost Be Great: Participate*

A. General Description of Services

1. Utilize funds to provide a weekday mentoring/prevention summer program utilizing the Oribiletti Center at Lincoln Park as a neighborhood outpost.
2. Sponsor structured, supervised recreational and educational activities in the Oribiletti Center for youth ages 6 to 18.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so it's evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.

C. Measurable Outcomes

1. One hundred fifty (150) youth will participate in activities.
2. Report on:
 - a. The number of youth served.
 - b. Tracking grades, attendance and behavior progress for targeted youth.
 - c. Instances of police contact with juveniles.
 - d. Performance metrics achieved in individual Club programs.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

ELCA Outreach Center
Facility Roof Replacement

Facility Roof	\$40,000.00
TOTAL	\$40,000.00

Exhibit B

SCOPE OF SERVICES

ELCA Outreach Center *Facility Roof*

A. General Description of Services

1. Utilize funds for the rehabilitation of the ELCA Outreach Center facility located at 6218 26th Avenue.
 - a. Remove and replace roofing.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.
4. Rehabilitation may not occur until the **CITY** has completed an Environmental Review for the project.
5. The **CONTRACTOR** agrees to comply with all requirements of the Davis Bacon Act which is administered by the **CITY**. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
6. Funds used under the terms of this Agreement shall be secured by the **CITY** through a mortgage note and lien which shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 6218 26th Avenue.

C. Measurable Outcomes

1. Completion of the roofing
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

ELCA Outreach Center
Life Sustaining Employment

Dress For Success Coordinator	\$9,000.00
Program Manager	\$4,000.00
GED Instructor - English	\$3,550.00
GED Test scholarships and Books	\$1,250.00
Internet Services	\$1,200.00
TOTAL	\$19,000.00

Exhibit B

SCOPE OF SERVICES

ELCA Outreach Center *Life Sustaining Employment*

A. General Description of Services

1. Utilize funds to provide services for the Create Economic Opportunity and Dress for Success Programs.
 - a. Create Economic Opportunity
 - Offer formal, classroom style learning to help students pass the GED/Spanish GED test.
 - Supply books to the students
 - Pay instructors for English and Spanish classes
 - Provide a scholarship to the students who pass the tests.
 - b. Job Readiness
 - Provide workshops on parenting skills, life skills and job readiness skills
 - Partner with the Job Center to offer job training and retention
 - a. Dress for Success
 - Offer free business clothes to clients who have interviews scheduled

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. Twelve (12) persons each week will attend workshops.
2. Ten (10) people will be enrolled in the GED classes with at least 15 taking GED tests.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

Kenosha Areas Family & Aging Service, Inc.
Volunteer Transportation Service

Volunteer Mileage	\$4,500.00
Rider Fees	\$500.00
TOTAL	\$5,000.00

Exhibit B

SCOPE OF SERVICES

Kenosha Areas Family & Aging Service, Inc. *Volunteer Transportation Service*

A. General Description of Services

1. Utilize funds for volunteer mileage for volunteer drivers who provide rides to medical appointments and other essential activities for frail elderly and disabled persons who do not drive and have difficulty using City buses or wheel chair accessible vans.
2. The following goals shall result in the use of the funds:
 - a. Two hundred twenty-five (225) frail elderly and disabled persons will have increased access to community health and social services creating a more suitable living environment.
 - b. Sixty-seven (67) volunteers will provide rides for frail elderly and disabled persons to create a more suitable living environment.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. 100% of riders will report that their access to services has improved.
2. 99% of riders will be satisfied with our services.
3. 100% of our drivers will be satisfied with our volunteer management services.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

Kenosha Human Development Services, Inc.
Adult Family Home Roof

Facility Roof	\$25,000.00
TOTAL	\$25,000.00

Exhibit B

SCOPE OF SERVICES

Kenosha Human Development Services, Inc. *Adult Family Home Roof*

A. General Description of Services

1. Utilize funds for the rehabilitation of the KHDS facility located at 4004 29th Avenue.
 - a. Remove and replace roofing on both the shingled and flat roof sections.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.
4. Rehabilitation may not occur until the **CITY** has completed an Environmental Review for the project.
5. The **CONTRACTOR** agrees to comply with all requirements of the Davis Bacon Act which is administered by the **CITY**. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
6. Funds used under the terms of this Agreement shall be secured by the **CITY** through a mortgage note and lien which shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 4004 29th Avenue.

C. Measurable Outcomes

1. Completion of the roofing
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Literacy Council, Inc.
*Long Term Literacy***

Salaries and Benefits	\$7,500.00
Program Supplies	\$250.00
Staff Development and Tutor Training	\$250.00
TOTAL	\$8,000.00

Exhibit B

SCOPE OF SERVICES

Kenosha Literacy Council, Inc. *Long Term Literacy*

A. General Description of Services

1. Utilize funds to help five hundred (500) adults learn to read, write and speak English so they can function in, and contribute to, the community on a daily basis.
2. The following goals shall result in the use of the funds:
 - a. Adults will learn to read, write and speak English.
 - b. Obtain employment allowing them to care for their families.
 - c. Access basic community resources
 - d. Improve the quality of their lives.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. One hundred (100%) percent of adult learners who advanced at least one (1) literacy level as measured by KLC's standardized post-test and are currently employed or seeking employment will access new/better job opportunities for the purpose of creating a suitable living environment.
2. Two hundred- forty five (245) pre- and/or post-tests will be administered.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

Kenosha YMCA
Frank Neighborhood Parent Resource Center Project

Salaries and Benefits	\$21,000.00
TOTAL	\$21,000.00

Exhibit B

SCOPE OF SERVICES

Kenosha YMCA

Frank Neighborhood Parent Resource Center Project

A. General Description of Services

1. Utilize funds to connect families with vital resources and community agencies that can help them meet their families' basic needs and enhance quality of life and foster community involvement through empowerment education and volunteerism in projects that enhance the appearance and livability of the neighborhood.
 - a. Resource and Referral Assistance
 - Provide any family in need of services with private one-to-one resource and referral assistance provided by a qualified Parent Resource Coordinator and/or the Frank Neighborhood Project Assistant.
 - b. Community Engagement and Improvement
 - Provide facilitation for a community engagement and volunteerism program that provides knowledge, tools, connections and opportunities for members of the Frank Neighborhood

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. Expand outreach and participation in the Center's Program by at least Six-hundred (600) individuals.
2. At least one hundred twenty (120) families will complete the Family Needs Assessment AND connect with community agencies or resources to address their identified needs.
3. At least two hundred seventy-five (275) youth and adults will organize, lead and implement eleven (11) monthly neighborhood clean-up projects, two (2) general improvement projects and one neighborhood beautification project.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Oasis Youth Center
After School Programming**

Salaries/Fringe Benefits	\$13,000.00
TOTAL	\$13,000.00

Exhibit B

SCOPE OF SERVICES

Oasis Youth Center *After School Programming*

A. General Description of Services

1. Utilize funds to provide recreation and academic assistance to neighborhood youth.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so it's evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.

C. Measurable Outcomes

1. Fifty (50) youth will be provided mentoring services.
2. Report on:
 - a. The number of youth served.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Salvation Army
Housing Stabilization**

Rent Assistance	\$11,343.00
TOTAL	\$11,343.00

Exhibit B

SCOPE OF SERVICES

Salvation Army *Housing Stabilization*

A. General Description of Services

1. Utilize funds to provide assistance to City of Kenosha residents who are in danger of becoming homeless due to their inability to pay their monthly rent. Assistance is for one month of rent payable to the landlord.
2. Eligibility requirements include but are not limited to:
 - a. Must qualify as low income household and provide required documents such as: identification, proof of income, assets, documentation of need, etc.
 - b. Must have a delinquency notice from landlord
 - c. Documentation of financial hardship (ex: loss of income, unexpected medical bill, unexpected car repair, etc...)
 - d. Documentation of future financial management
 - e. Must work with case manager on a budget
 - f. Must be a City of Kenosha Resident for at least 6 of the previous 12 months
 - g. Location of rental unit must be within the City of Kenosha
3. Assistance shall be limited to once per household.

B. Additional Provisions

1. *This activity is eligible under 24 CFR 208 (a) (3) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – housing activity). As a result, this activity will require information on family size and income so that it is evident that one hundred (100%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-Public Service Agency Limited Clientele Self-Certification Form.*
2. The **CONTRACTOR** will submit Exhibit E-Service Provider Report Form when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-Narrative when requesting funds.

C. Measurable Outcomes

1. Thirty-six (36) households will be provided rent assistance.
2. Report on:
 - a. The number of households served.
3. Report the number of households assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Salvation Army
Transportation Assistance**

Vehicle Repairs	\$6,800.00
Gas Cards	\$250.00
Bus Tokens	\$250.00
TOTAL	\$7,300.00

Exhibit B

SCOPE OF SERVICES

Salvation Army *Transportation Assistance*

A. General Description of Services

1. Utilize funds to provide vehicle repairs, gas cards and bus tokens to low-to moderate income persons.
2. Vehicle repairs shall not exceed \$250.00 and shall be limited to repairs necessary to make the vehicle operational.
3. Assistance shall be limited to once per household.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so it's evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.

C. Measurable Outcomes

1. One hundred (100) individuals will be provided transportation assistance.
2. Report on:
 - a. The number of individuals served.
 - b. The number of vehicles repaired.
 - c. The number of gas cards issued
 - d. The number of bus tokens issued.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

Shalom Center of Interfaith Network of Kenosha County, Inc.
Mental Health/AODA Assessment and Therapy

Salary and Fringe Benefits	\$25,000.00
TOTAL	\$25,000.00

Exhibit B

SCOPE OF SERVICES

Shalom Center of Interfaith Network of Kenosha County, Inc. *Mental Health/AODA Assessment and Therapy*

A. General Description of Services

1. Utilize funds for salary and fringe benefits for a Case Manager position to provide Mental Health and Drug/Alcohol use/abuse Assessment and Therapy to every homeless person who becomes a sheltered client of the Shalom Center.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the CONTRACTOR by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The CONTRACTOR will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The CONTRACTOR is required to submit Exhibit D-*Narrative* when requesting funds.

C. Measurable Outcomes

1. Two hundred fifty (250) persons will be assessed and provided services.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Shalom Center of Interfaith Network of Kenosha County, Inc.
*Homeless Shelter Improvements***

Kitchen Equipment	\$103,837.00
Playground Equipment/Playroom Equipment	\$31,500.00
TOTAL	\$135,337.00

Exhibit B

SCOPE OF SERVICES

Shalom Center of Interfaith Network of Kenosha County, Inc. *Homeless Shelter Improvements*

A. General Description of Services

1. Utilize funds for the purchase of equipment to be used in the Homeless Shelter kitchen, playground and playroom at 4313 39th Avenue.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the CONTRACTOR by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The CONTRACTOR will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The CONTRACTOR is required to submit Exhibit D-*Narrative* when requesting funds
4. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien which shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 4313 39th Avenue

C. Measurable Outcomes

1. Seven hundred twenty (720) persons will be provided services.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Urban League of Racine and Kenosha, Inc.
*Hispanic Center***

Salary/Fringe Benefits	\$8,000.00
TOTAL	\$8,000.00

Exhibit B

SCOPE OF SERVICES

Urban League of Racine and Kenosha, Inc. *Hispanic Center*

A. General Description of Services

1. Utilize funds to assist eligible participants who are English language deficient with translation and interpretation services needed to understand written correspondence.
2. Utilize funds to provide weekly English Second Language classes and advocacy services outside of the Urban League.
3. Utilize funds to provide computers and internet access for low-income participants.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. Fifty (50) people will be provided with translation services.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Walkin' In My Shoes
Survival Backpack Street Outreach Program**

Survival Backpack Supplies	\$11,000.00
TOTAL	\$11,000.00

Exhibit B

SCOPE OF SERVICES

Walkin' In My Shoes *Survival Backpack Street Outreach Program*

A. General Description of Services

1. Utilize funds to purchase supplies needed to assemble survival backpacks for homeless individuals.
2. Items eligible to be purchased are:
 - a. Adult Survival Pack
 - i. Sleeping bag
 - ii. Duffel bag
 - iii. Hygiene kits
 - iv. Hat, glove and scarf sets
 - v. Planner book and pen
 - vi. Underwear
 - vii. Meals - Ready to Eat
 - b. Kids Survival Pack
 - i. Sleeping bag
 - ii. Backpack
 - iii. Hygiene kits
 - iv. Activity coloring book and crayons
 - v. Underwear
 - vi. Meals - Ready to Eat
3. Backpacks shall also include a Resource Directory of area services.
4. Clients shall also be provided the following upon the receipt of backpacks:
 - a. Identification cards
 - b. Cleanliness services through showers and clean clothing
 - c. Assistance or referrals in locating temporary or permanent shelter or housing
 - d. Support by accompanying clients to court, medical or human services appointments

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual Client *Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. Seventy-five (75) individuals shall be provided the backpack and related services
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Women and Children's Horizons, Inc.
Legal Advocacy Program – Legal Coordinator**

Salary and Fringe Benefits	\$18,000.00
Legal Fees	\$2,000.00
TOTAL	\$20,000.00

Exhibit B

SCOPE OF SERVICES

Women and Children's Horizons, Inc. Legal Advocacy Program – Legal Coordinator

A. General Description of Services

1. Utilize funds for salary and fringe benefits for Coordinator of Legal Advocacy position to provide:
 - a. Support of domestic violence victims going through the judicial system.
 - b. The Coordinator:
 - i. Reviews domestic violence files
 - ii. Contacts victims to provide confidential support and information
 - iii. Provides safety planning
 - iv. Accompanies the victim to court
 - v. Assists with restraining order process
 - vi. Serves as liaison between the victim and the DA's office
2. Utilize funds for legal fees.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the CONTRACTOR by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The CONTRACTOR will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The CONTRACTOR is required to submit Exhibit D-*Narrative* when requesting funds

C. Measurable Outcomes

1. Four hundred (400) survivors of domestic abuse and sexual assault will become more knowledgeable about their options, the judicial process, making court appearance, community resources and other services provided.
2. Maintain a 95-100% satisfaction rate from clients who return surveys.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

Women and Children's Horizons, Inc.
Shelter Air Conditioning

Air Conditioning Equipment and Installation	\$30,000.00
TOTAL	\$30,000.00

Exhibit B

SCOPE OF SERVICES

Women and Children's Horizons, Inc. *Shelter Air Conditioning*

A. General Description of Services

1. Utilize funds for the replacement of the air conditioning units at Women and Children's Horizons Shelter Facility.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least fifty-one (51%) percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.
4. Rehabilitation may not occur until the **CITY** has completed an Environmental Review for the project.
5. The **CONTRACTOR** agrees to comply with all requirements of the Davis Bacon Act which is administered by the **CITY**. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
6. Funds used under the terms of this Agreement shall be secured by the **CITY** through a mortgage note and lien which shall be subordinated to financing necessary for the rehabilitation and restoration of the properties.

C. Measurable Outcomes

1. Completion of the installation of the air conditioning units.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

WI Women's Business Initiative Corporation
Micro-Enterprise Technical Assistance/Loans

Technical Assistance	\$70,000.00
Loans-Program Income (Currently \$271,413 as of 8/1/16)	
TOTAL	\$70,000.00

Exhibit B

SCOPE OF SERVICES

WI Women's Business Initiative Corporation Micro-Enterprise Technical Assistance/Loans

Funds used under the terms of this Agreement are to be used to assist micro-enterprises (a business employing five or fewer full-time equivalent employees, one of whom is the owner) located within the City of Kenosha.

Under the terms of this Agreement, the WWBIC shall:

- A. Utilize funds to provide technical business assistance services to potential, new and existing micro-enterprises
 1. Provide business training and/or technical assistance support services to 60 low-to moderate income individuals through the various levels of classes and training sessions.
 - a. Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - b. Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via WWBIC's initial meeting sessions regarding finance options.
 - c. Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - d. Individuals receiving technical assistance will be guided by WWBIC's Client Assessment process that evaluates and suggests needed assistance for their business.
 - e. Individuals served by WWBIC technical assistance shall have a "business plan" completed prior to the receipt of assistance.
 - f. Conduct proactive outreach to other business assistance providers and meet with at least five prospective partners.
 - g. Salary and fringe benefits shall be reimbursed for actual time spent on technical assistance.
 - i. Actual time spent shall be documented with time records kept by each employee.
 - ii. Each quarter WWBIC will complete the following:
 - Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - iii. Submit an annual report to the CITY that will include the following:
 - Final Attachment E reporting the total yearly accomplishments
 - Final Attachment F requesting final draw
- B. Utilize program income, to provide loans up to \$25,000 maximum per micro-enterprise (\$2,500 minimum)
 1. Provide a minimum of four (4) loans to micro-enterprises.
 2. The amount of the loan will be based on an analysis of need and the ability of the

business to create the new Full-Time Equivalent (FTE) jobs.

3. Each loan recipient shall create one new FTE for every \$25,000 of CDBG funds loaned.
4. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. As a result, this activity will require information on family size and income so that it is evident that at least 51 percent of the jobs created are held by persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by WWBIC by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
5. Loans shall be provided to income eligible entrepreneurs and to small businesses, employing low and moderate income persons which shall generally be for fixed asset and equipment purchases, working capital expenses or facility acquisition.
6. The loan recipient shall provide documentation as to whether the jobs were made available to LMI persons or taken by LMI persons and must certify that entry level jobs include a definite plan for employee advancement.
7. Each business will be required to provide WWBIC with documentation for the use of the CDBG loan funds.
8. Leasehold or property improvements will require that Federal Fair Labor Standards be followed and WWBIC will be responsible for monitoring compliance with these regulations to assure that the Federal requirements are met.
9. Appendix A of 24 CFR 570 related to evaluating project costs and financial requirements shall be followed (attached).
10. Funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.
11. For each new loan WWBIC will:
 - a. Notify the City that the WWBIC Loan Committee has approved a loan
 - b. Provide the City with a copy of the loan terms and agreement prior to loan funds being released. The commitment letter shall include a list, by job title, of the jobs to be created and the wage rate to be paid for each job, terms of the loan and intended use of the CDBG funds.
 - c. Release the CDBG funds only after the City has provided the results of the Environmental Review.
 - d. Submit an Economic Development Report for each loan before funds are released.
12. Each quarter WWBIC will complete the following:
 - a. Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - b. Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - c. Submit a report detailing the number of loan applications submitted, the number of loans approved, the number of jobs to be created, and the total number of loans being managed.

13. Submit an annual report to the City that will include the following:
 - a. Economic Development Report aggregating the individual loan data
 - b. Repayment status of each loan
 - c. Job creation status of each loan
 - d. Final Attachment E reporting the total yearly accomplishments
 - e. Final Attachment F requesting final draw

14. WWBIC shall conduct at least one on-site review of each loan recipient's job creation files to certify that the jobs were made available to, or taken by, persons who were low or moderate income at the time of hire and certify the wage rate paid. This on-site review may take place at the time the jobs required by the terms of the loan are certified by the company as having been created. For positions where the business is certifying that the jobs were available to low or moderate income persons, the business must show that it had a commitment to hire unqualified persons and provide training for jobs requiring special skills or education. Special skills are defined as those that can only be acquired with substantial training or work experience or education beyond high school.

15. Program Income
 - a. WWBIC will report and return to the City all program income received as principal, interest, fees or penalties from loans generated with the City's CDBG funds on a quarterly basis.
 - b. WWBIC may use up to 100% of all interest, fees and penalties for service delivery costs including; staffing and other costs related to the operations of the CDBG loan fund.
 - c. WWBIC must use 100% of the repaid CDBG loan principal for additional micro-enterprise loans.



Funding Source: U.S. Department of HUD
CFDA #: 14.218

COMMUNITY DEVELOPMENT BLOCK GRANT SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the **15th** day of **August, 2016**, by and between **ELCA Urban Outreach Center, Inc.** (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement to begin no earlier than **August 1, 2016**, and continue through **July 31, 2017**.

II. USE OF FUNDS AND COMPENSATION

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development (HUD) regulations. Said funds shall be used for funding of the **Facility Roof Replacement** in accordance with Exhibit A "Budget" and Exhibit B "Scope of Services" (Action Plan) attached hereto.

B. Compensation

The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Agreement the maximum sum of **\$40,000.00** inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

Program income means gross income received by the CONTRACTOR directly generated from the use of Community Development Block Grant (CDBG) funds. When such income is generated by an activity that is assisted with CDBG funds, the income shall be reported on the narrative and shall be retained by the sub-recipient and used only for activities included in the scope of services made part of this Agreement.

III. DELIVERABLE ITEMS

A. Financial Information and Reports

1. Through the Department of Community Development & Inspections of the City of Kenosha (hereinafter referred to as "DEPARTMENT"), the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to

the DEPARTMENT on a due date that is no later than 30 days following the end of the previous calendar month. In the CITY's discretion, the CITY may accept a report required hereunder after the 30 days but in no event shall the CITY reimburse CONTRACTOR for any expense on a report provided to the DEPARTMENT 90 days after the end of the due date.

2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.
3. Through the DEPARTMENT, the CONTRACTOR shall provide to the CITY copies of all subcontracts executed under this Agreement as they become available.
4. Through the DEPARTMENT, the CONTRACTOR shall report to the CITY the source and amount of all non-Community Development Block Grant funds utilized in the performance of project activities.
5. All reports, studies, analysis, memoranda and related data and materials as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Agreement are confidential and the CONTRACTOR agrees that he will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
6. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate account must be established and used for all monies received under this Agreement. CONTRACTOR shall not co-mingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly unless otherwise agreed upon.

B. Performance/Compliance Information

The CONTRACTOR shall assist the DEPARTMENT and the CITY in collecting and maintaining such information as required by the Department of Housing and Urban Development and/or the DEPARTMENT periodically and in such manner as determined by the CITY and the CITY shall be required to effectively and efficiently report such information to HUD.

The Performance/Compliance Information includes, but is not limited to, the following:

1. Demographic data on the population benefited from project activity.
2. Relocation data.
3. Housing stock/assistance data.
4. Environmental data, notices, statements and studies.
5. Equal opportunity, affirmative action, employment, fair housing and entrepreneurial data.
6. Public involvement/citizen participation data.

C. Reporting Requirements

The CONTRACTOR shall maintain, in conjunction with the DEPARTMENT, an evaluation reporting system, in such manner and form as determined by the

DEPARTMENT, utilizing the programmatic and fiscal data gathered through the operation of the project to demonstrate the project's impact on the CITY. The following reports will be submitted no later than 30 days following the end of the previous calendar month.

1. Narrative (Exhibit D).
2. Service Provider Report (Exhibit E).
3. Other quantifiable or qualitative data that illustrates the social or physical impact of the project's activities.

- D. Audit (Applies to contractors expending \$750,000 or more in Federal funds during a fiscal year.)
1. The CONTRACTOR agrees to supply the CITY with a certified audit report performed in compliance with the auditing standards of the U.S. Department of Housing and Urban Development.
 2. The CONTRACTOR agrees to comply with the City and Federal audit requirements contained in 2 CFR Part 200, Subpart F, which requires that non profit organizations expending \$750,000 or more in federal funds in a fiscal year must secure an audit. Agencies should, to the extent feasible, procure their audits from small local minority and women-owned businesses.

Audited Financial Statement

(Applies to contractors expending less than \$750,000 in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with audited financial statements prepared by a Certified Public Accountant.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed no later than July 31, 2017 which is the termination date of this Agreement. In the event all of the services required by this Agreement will not be completed by the termination date, the CONTRACTOR shall request an extension of time to complete the services from the CITY. The CONTRACTOR shall request the extension in writing at least thirty (30) days prior to the termination date setting forth in detail the reasons for the requested extension. The decision to grant any requested extension shall be at the sole discretion of the CITY. In the event the CITY does not grant the requested extension, or in the event the CONTRACTOR fails to timely request an extension, the Agreement shall terminate as of the termination date set forth in this paragraph and the CONTRACTOR shall have no right to compensation for services performed after the termination date.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION

- A. Performance
The CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance
The CONTRACTOR shall conduct CONTRACTOR'S services as required under the terms and conditions of this Agreement at such place or places as is necessary, which will enable the CONTRACTOR to fulfill CONTRACTOR'S obligations under this

Agreement.

C. Additional Fringe or Employee Benefits

The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

D. Taxes, Social Security and Government Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Agreement shall be the sole responsibility of the CONTRACTOR.

E. Subcontracting

1. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY.
2. The CONTRACTOR shall follow "Procurement Standards" of 2 CFR Part 200, Subpart D when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event CONTRACTOR is a private non-profit, neighborhood-based non-profit organization, a local development corporation or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of 2 CFR Part 200, Subpart D, available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.

VI. METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this Agreement and satisfactory performance of the services in accordance with Exhibit B set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY shall prevail. The conditions of payment are as follows: compensation for services required under this Agreement shall be contingent upon each activity being reviewed for approval by Jeffrey B. Labahn or designee thereof the CITY and subsequently approved for payment. Requests for payment shall be made on the Sub-Recipients Invoice Form, Exhibit F.

A. Cost Incurred

If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur cost for the service described in Exhibit B, provided such costs are allowable under the HUD regulations and reimbursements made through the applicable CITY procedures or as may be prescribed by the City Finance Director.

B. Payment Policies and Procedures

1. The CITY agrees to compensate the CONTRACTOR for those services taken and completed as described in Exhibit B, where costs have been expended as detailed and approved by the DEPARTMENT and the Office of the Finance Director.
2. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursement basis; however, advances may be authorized at the discretion of

the DEPARTMENT Director in such manner and at such times as prescribed by the City Finance Director. In compliance with procedures promulgated by the DEPARTMENT and the Office of the Finance Director, the CITY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the CONTRACTOR. Periodically, as determined by DEPARTMENT and the Office of the Finance Director, the CONTRACTOR shall submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the Office of the Finance Director, such documents and financial reports considered necessary by the DEPARTMENT and the Office of the Finance Director to support said requisition for reimbursement as to expenditure incurred by the CONTRACTOR in the performance of this Agreement and claimed to constitute allowable costs.

C. Reversion of Funds and Assets

1. All funds not expended or incurred by the CONTRACTOR pursuant to this Agreement and approved by the DEPARTMENT and the Office of the Finance Director for the services described in Exhibit B shall automatically revert to the CITY and shall not accumulate as project funds unless specifically authorized by the DEPARTMENT Director.
2. Upon expiration of this Agreement, the CONTRACTOR shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
3. Any real property acquired or improved by the CONTRACTOR in whole or in part with CDBG funds in excess of \$25,000.00, shall be used either to address the stated objectives in Exhibit B or disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VII. DEFENSE OF SUITS

In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Agreement undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR or CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.

VIII. NOTICES

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Karl Erickson
ELCA Urban Outreach Center
6218 26th Avenue
Kenosha, WI 53143

and to the CITY at:

Jeffrey B. Labahn
Department of Community Development & Inspections
625 52nd Street, Room 308
Kenosha, WI 53140

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

IX. REGULATIONS

CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. ENFORCEMENT

A. Remedies for Noncompliance

If the CONTRACTOR materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CITY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the City will provide the CONTRACTOR with notice of violation and an opportunity for a hearing before the CDBG Subcommittee with an opportunity for an appeal to the Common Council of the City of Kenosha.

C. Effects of Suspension and Termination

Costs of CONTRACTOR resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the CITY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired

normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549.

XI. TERMINATION FOR CONVENIENCE

Except as provided in Section X, awards may be terminated in whole or in part only as follows:

- A. By the CITY with the consent of the CONTRACTOR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- B. By the CONTRACTOR upon written notification to the CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Section X or paragraph (1) of this section.

XII. CHANGES

The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Agreement.

XIII. PERSONNEL

- A. The CONTRACTOR represents that he/she has or will secure at his/her own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. If any work or services are subcontracted, it shall be specified in a written contract or agreement and shall be subject to each provision of this Agreement. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

XIV. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior

written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XV. RECORDS

A. Establishment and Maintenance of Records

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement.

B. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

XVI. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the CITY of such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

XVII. CONFLICT OF INTEREST

The CONTRACTOR shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit C attached and incorporated herein.

XVIII. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XIX. WITHHOLDING OF SALARIES

If in the performance of this Agreement there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XX. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Agreement shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor, other than herein provided.
- B. The word "CONTRACTOR" means a person or an entity, whether public or private, that enters into contract with the CITY, and whenever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Agreement.
- C. The CONTRACTOR shall comply with the requirements of 2 CFR Part 200 which is available from the City upon request.
- D. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Sub-part K of the CDBG Regulations except that:
 - 1. The CONTRACTOR does not assume the City's environmental responsibilities described at 24 CFR Part 570.604 of the CDBG Regulations;
 - 2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this: Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

XXII. CERTIFICATION FOR THE CDBG ENTITLEMENT PROGRAM PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. PART II INCLUSION

This Agreement consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Agreement; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Agreement as though set forth herein in full.

Part II is Attached X

Not Applicable

XXIV. INTEGRATION - MODIFICATION

This Agreement, the attached exhibits and the other documents referred to herein embody the entire agreement and understanding between the parties and supersede all oral or written statements or documents inconsistent herewith. This Agreement may only be amended by the mutual written consent of the parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth.

**CITY OF KENOSHA,
A Municipal Corporation**

CONTRACTOR

By: _____
Mayor John M. Antaramian

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Debra L. Salas, Clerk/Treasurer

By: _____

Date: _____

Date: _____

PART II

TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS

I. DEFINITIONS. As used in this Agreement:

- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
- B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.

II. SPECIAL REQUIREMENTS

If Federal Community Development Block Grant Funds are involved, then any unused funds under this Agreement may be suspended or terminated upon the following:

- A. The CITY'S refusal to further participate in the Community Development Block Grant Program; or
- B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.

III. IDENTIFICATION OF DOCUMENTS

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.

*The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)*

IV. INTEREST IN CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

V. OPPORTUNITIES FOR RESIDENTS

In all work made possible by or resulting from this Agreement, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.

VI. COPYRIGHTS

If this Agreement results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

VII. PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

VIII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or further the election or defeat of any candidate for public office.

IX. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed in the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

XI. ANTI-KICKBACK RULES

The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

XII. LABOR STANDARDS PROVISION

The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provision of the Agreement.

XIII. LEAD-BASED PAINT

§ 570.608 - If the Agreement involves construction or rehabilitation of residential structures with assistance provided under this Agreement, it is subject to the lead-based paint regulations set forth in 24 CFR Part 35, Subpart B.

IV. "Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))

- A. Any work to be performed under this Agreement that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR Part 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and

that employees are treated during employment with regard to their race, color, religion, sex orientation, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agreement Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction Agreement procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Exhibit A

BUDGET

**ELCA Urban Outreach Center, Inc.
Facility Roof Replacement**

Facility Roof	\$40,000.00
TOTAL	\$40,000.00

Exhibit B**SCOPE OF SERVICES****ELCA Urban Outreach Center
Facility Roof Replacement****A. General Description of Services**

1. Utilize funds for the rehabilitation of the ELCA Outreach Center facility located at 6218 26th Avenue.
 - a. Remove and replace roofing.

B. Additional Provisions

1. This activity is eligible under 24 CFR 208 (a) (2) (B) of the CDBG Regulations. (Activities benefiting low-and moderate-income persons – limited clientele activity). As a result, this activity will require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limits (Exhibit F). This requirement will be satisfied by the **CONTRACTOR** by completing Exhibit G-*Public Service Agency Limited Clientele Self-Certification Form*.
2. The **CONTRACTOR** will submit Exhibit E-*Service Provider Report Form* when requesting funds. Exhibit E shall be a summary of the individual *Client Intake Forms* completed for the period in which funds are being requested.
3. The **CONTRACTOR** is required to submit Exhibit D-*Narrative* when requesting funds.
4. Rehabilitation may not occur until the **CITY** has completed an Environmental Review for the project.
5. The **CONTRACTOR** agrees to comply with all requirements of the Davis Bacon Act which is administered by the **CITY**. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
6. Funds used under the terms of this Agreement shall be secured by the **CITY** through a mortgage note and lien which shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 6218 26th Avenue.

C. Measurable Outcomes

1. Completion of the roofing
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit C**CONFLICT OF INTEREST REQUIREMENTS**

The Contractor hereby agrees to comply with provisions of 24 CFR Part 570.611 and Sec. 946.13 Wisconsin Statutes regarding Conflict of Interest.

Among the major requirements are the following:

1. Applicability.
 - a) In the procurement of supplies, equipment, construction, and services by recipients, and by sub-recipients the Conflict of Interest provisions in 2 CFR Part 200 shall apply.
 - b) In all cases not governed by 2 CFR Part 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients, to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR Part 570.202 or grants, loans and other assistance to businesses, individuals or other private entities pursuant to 24 CFR Part 570.203 or 24 CFR Part 570.204).
2. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no persons described in paragraph 3 below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
3. Persons Covered. The Conflict of Interest provisions of paragraph 2 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.
4. Exceptions: Threshold Requirements. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph 2 of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:
 - a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure on the conflict and a description of how the public disclosure was made; and
 - b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
5. Factors to be Considered for Exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph 4 of this section, HUD shall consider the cumulative effect of the following factors, where applicable:
 - a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - b) Whether an opportunity was provided for open competitive bidding or negotiation;

- c) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 2 of this section;
 - f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g) Any other relevant considerations.
6. Local Enforcement and Monitoring of the Conflict of Interest Regulations. The following list of requirements in no way relieves the grantee from their CDBG Agreement responsibilities and requirements; however, in order for the CDBG Office to more effectively monitor CDBG grantees' enforcement of, and compliance with, the Federal requirements regarding conflict of interest, the City of Kenosha Community Development Block Grant Office will require the following:
- a) Each Grantee must submit a list of their Board of Directors, and maintain on-site membership lists of any business interests in which the Board or subcommittee members have substantial or controlling financial interest.
 - b) Contractor shall:
 - i) Explain to its Board or appropriate policy group, and any subcommittee, the federal requirements regarding Conflict of Interest and each Board member's responsibilities and rights under those regulations.
 - ii) Distribute a copy of this Attachment to each Board member, subcommittee member, potential loan recipient, supplier or contractor.
 - iii) Maintain, on site, copies of the minutes from each Board meeting, Loan or Committee meeting, or any meeting at which the investment or use of CDBG funds is discussed.
 - iv) Incorporate into each loan or information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the Subgrantee Agreement with the City of Kenosha.
 - c) The Contractor will permit the City to review the above documents (per paragraph 2 of Scope of Service) to assure compliance with the above requirements.
7. Method for Requesting Exception from Conflict of Interest Requirements. In order for the Community Development Block Grant Office to efficiently deal with a Grantee's request for an exception to the Conflict of Interest regulations, the Contractor shall submit the following to the CDBG Office prior to commitment of CDBG funds:
- a) A cover letter describing the a) perceived conflict, b) actions taken to resolve the conflict, c) certification that the Contractor has followed the methodology laid out in step 2, and d) Factors to be Considered for Exceptions
 - b) A copy of the Loan Committee and/or Board meeting minutes showing the conflict was publicly disclosed.

- c) A letter from the Contractor's attorney stating their view that a conflict does not violate State or local law.

The Contractor shall not commit any CDBG funds until the conflict has been resolved and the City has received a letter of formal exception from the Department of Housing and Urban Development. Any such commitment prior to HUD approval will not be honored by the CDBG Office.

Exhibit E SERVICE PROVIDER REPORT

FIRST MONTH: Enter data for EVERY participant served by your program during the month.																
Months 2-12 Enter data for NEW participants ONLY.																
	Month 1 NEW	Month 2 NEW	Month 3 NEW	YTD	Month 4 NEW	Month 5 NEW	Month 6 NEW	YTD	Month 7 NEW	Month 8 NEW	Month 9 NEW	YTD	Month 10 NEW	Month 11 NEW	Month 12 NEW	YTD
HOUSEHOLD INCOME																
ZERO INCOME																
EXTREMELY LOW 30%																
LOW INCOME 50%																
MODERATE INCOME 80%																
ABOVE MODERATE INCOME																
TOTAL HOUSEHOLDS																
FEMALE HEAD OF HOUSEHOLD																
FEMALE HEAD OF HOUSEHOLD																
RACE (INCLUDING HISPANIC ORIGIN)																
WHITE																
<i>Hispanic Origin</i>																
BLACK/AFRICAN AMERICAN																
<i>Hispanic Origin</i>																
ASIAN																
<i>Hispanic Origin</i>																
NATIVE AMERICAN																
<i>Hispanic Origin</i>																
AFRICAN AMERICAN & WHITE																
<i>Hispanic Origin</i>																
OTHER																
<i>Hispanic Origin</i>																
TOTAL (RACE)																
TOTAL (HISPANIC ORIGIN)																

Exhibit F

SUB RECIPIENT'S INVOICE FORM - LINE ITEM REIMBURSEMENT

City of Kenosha Contact: Tony Geliche	Phone Number: 653.4039
Sub-Recipient's Name: ELCA Urban Outreach Center, Inc.	Invoice Number:
Sub-Recipient's Address: 6218 26th Avenue, Kenosha, WI 53143	Invoice Period:
Project/Program Name: Facility Roof Replacement	Agreement Number:
Contact Person's Name & Phone Number: Karl Erickson @ 262.652.5545 [kerickson@elcaoutreachcenter.org]	Agreement Period: August 1, 2016 to July 31, 2017
Expenditure Description (Attach additional sheets if necessary)	Total Cost
AMOUNT OF CDBG FUNDS REQUESTED	

	CDBG	Other		Total
A. Agreement Budget	\$40,000.00	\$	\$	\$
B. Reimbursements to Date				
C. Amount of this Request				
D. Agreement Budget Balance A-B-C=D				

INVOICE CERTIFICATION

I, the undersigned, do hereby certify to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of Kenosha, and that I am authorized to authenticate and certify to said claim.

Printed Name

Authorized Signature

Date

Return to:

City of Kenosha - Department of Community Development & Inspections
Municipal Building, 625 52nd Street - Room 308, Kenosha, Wisconsin 53140

City of Kenosha - Community Development & Inspections	
Reimbursement Approval	
Program Specialist's Signature	Date

Exhibit G

PUBLIC SERVICE AGENCY LIMITED CLIENTELE SELF-CERTIFICATION FORM

Information on annual family income and race is required to determine eligibility for services funded with federal Community Development Block Grant (CDBG) funds. Each participant must indicate the number of persons in their household and then **CIRCLE THE BOX** that contains the amount of annual family income.

INCOME is defined as the annual gross income (before deductions) of all family and non-family members 18+ years old living in the household. All sources of income must be counted from all persons in the household based on the anticipated income expected in the next 12 months.

Please circle your Income Range based on your Family Size (for example: if there are 5 people in your household go to Household of 5; if there are 8 or more go to Household of 8):

Household of 1	Household of 2	Household of 3	Household of 4	Household of 5	Household of 6	Household of 7	Household of 8
\$0-\$14,300	\$0-\$16,350	\$0-\$20,160	\$0-\$24,300	\$0-\$28,440	\$0-\$32,580	\$0-\$36,730	\$0-\$40,890
\$14,300-\$23,800	\$16,350-\$27,200	\$20,160-\$30,600	\$24,300-\$34,000	\$28,440-\$36,750	\$32,580-\$39,450	\$36,730-\$42,200	\$40,890-\$44,900
\$23,800-\$38,100	\$27,200-\$43,550	\$30,600-\$49,000	\$34,000-\$54,400	\$36,750-\$58,800	\$39,450-\$63,150	\$42,200-\$67,500	\$44,900-\$71,850
\$38,100+	\$43,550+	\$49,000+	\$54,400+	\$58,800+	\$63,150+	\$67,500+	\$71,850+

The following are examples of sources of income that should be included in the above calculation.

Please check all that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> Salary/Wages | <input type="checkbox"/> Bonuses/Incentives | <input type="checkbox"/> Commissions/Tips |
| <input type="checkbox"/> Interest/Dividends | <input type="checkbox"/> Loan Repayments | <input type="checkbox"/> Unemployment Compensation |
| <input type="checkbox"/> Rent (As Landlord) | <input type="checkbox"/> Reverse Mortgage | <input type="checkbox"/> Court Settlement |
| <input type="checkbox"/> Self-Employment Draw | <input type="checkbox"/> Social Security Survivors | <input type="checkbox"/> Annuities |
| <input type="checkbox"/> Alimony | <input type="checkbox"/> Child Support | <input type="checkbox"/> 401(k)/403(b) Plans |
| <input type="checkbox"/> Disability/Long Term Insurance | <input type="checkbox"/> Social Security Disability | <input type="checkbox"/> Military Pension |
| <input type="checkbox"/> VA Disability Benefits | <input type="checkbox"/> Workers' Compensation | <input type="checkbox"/> Union Pension or Disability |
| <input type="checkbox"/> Deferred Compensation | <input type="checkbox"/> Pension/Profit-Sharing | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Social Security/Retirement | <input type="checkbox"/> Keogh/IRA Plans | |

Please check your ethnicity (pick 1 of 2): Hispanic/Latino Non-Hispanic/Latino

Please check your race (pick 1 of 10 choices):

- | | |
|--|---|
| <input type="checkbox"/> White | <input type="checkbox"/> Black or African American |
| <input type="checkbox"/> Asian | <input type="checkbox"/> American Indian/Alaskan Native |
| <input type="checkbox"/> Native Hawaii/Other Pacific Islander | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> American Indian/Alaskan Native & Black/African American | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Other Multi-racial | |

Does your family have a **FEMALE HEAD OF HOUSEHOLD?** Yes No

APPLICANT STATEMENT: I hereby certify that the information on this form is complete and accurate. I understand that this self-certification may be subject to further verification by the agency providing services, the City of Kenosha, or the US Department of Housing and Urban Development. If necessary, I will provide the information required to verify this data (e.g. pay stubs, bank account statements, etc.). I, therefore, authorize such verification, and I will provide the supporting documentation, if necessary. **WARNING: Title 18, Section 1001 of the US Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the US Government.**

Signed by Participant: _____ Date: _____
 Name (please print): _____
 Address: _____ Email: _____
 City, State, Zip: _____ Phone: _____

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **3926691** IO NO. **5445**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF KENOSHA**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the **Southeast ¼ of Section 29, Township 2 North, Range 22 East**, City of Kenosha, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

08-222-29-400-001 &
08-222-32-101-004
(Parcel Identification Numbers)

Grantor:

THE CITY OF KENOSHA

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2016,

the above named _____, the _____

and _____, the _____

of **THE CITY OF KENOSHA**, for the municipal corporation.

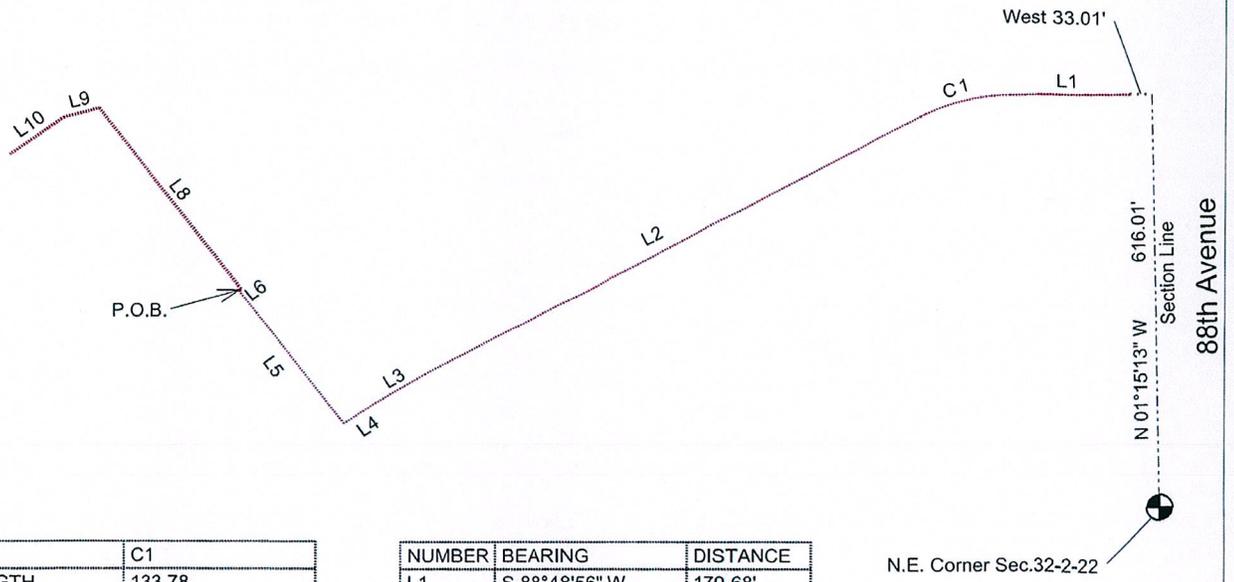
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



NUMBER	C1
ARC LENGTH	133.78
DELTA ANGLE	27°16'12"
CHORD DIRECTION	S 75°42'05" W
RADIUS	281.09
CHORD LENGTH	132.53

NUMBER	BEARING	DISTANCE
L1	S 88°48'56" W	170.68'
L2	S 62°06'12" W	822.43'
L3	S 58°53'39" W	83.15'
L4	S 55°20'52" W	54.01'
L5	N 37°41'58" W	252.68'
L6	N 51°58'39" E	4.00'
L8	N 37°50'32" W	339.80'
L9	S 74°45'09" W	55.00'
L10	S 54°18'28" W	95.03'

N.E. Corner Sec.32-2-22

— = C/L EXISTING WE-ENERGIES EASEMENT
 - - - = C/L 12' WIDE WE-ENERGIES EASEMENT



EXHIBIT "A"

SE ¼ SEC 29, T2N, R22E
 CITY OF KENOSHA, KENOSHA COUNTY
 WISCONSIN

DRAWN BY: TIMOTHY JOHNSON
 DATE: 7-12-2016
 WR NUMBER: 3926691
 REVISIONS: _____

Printed 5 DATES 5 TIMES

	ELEC WR KR 3926691	COMMON INFORMATION	
	GAS WR	STAKING REQUIREMENTS: <input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED <input type="checkbox"/> DESIGNER <input type="checkbox"/> NOT NEEDED	MAIN / SERVICE IN EASEMENT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CITY / TOWN / VILLAGE: <u>C/Kenosha</u>		RESTORE PRIVATE PROPERTY: <input type="checkbox"/> WE ENERGIES <input checked="" type="checkbox"/> CUSTOMER	
CUST/PROJ NAME: <u>American Industrial Heat Transfer</u>		WORK IS APPROX _____ FT. DIRECTION _____ OF CL OF _____	
PROJECT LOCATION: <u>4126 91 St.</u>		NEAREST CROSS STREET <u>_____</u> (plus for gas service req)	
WORK DESCRIPTION: <u>new 400A 277/480V underground service</u>			
ELECTRIC INFORMATION			
PREPARED BY: <u>James Ballard</u>		OPER MAP #: <u>4249-7160</u> FEEDERLINE #: <u>Z9376</u>	
E-MAIL: _____		CATV JOINT USE #: _____ TEL JOINT USE #: _____	
PROPOSED GAS SERVICE INFORMATION			
OFFICE #: <u>262-552-3228</u>	CELL #: <u>262-945-1702</u>	MTR SIZE: _____	MTR TYPE: _____ PRES: _____
PAGER #: _____	IO #: <u>5445</u>	SERV PIPE SIZE: _____	MATERIAL: _____
PROJECT ID: _____	DGS #: _____	MTR LOC: _____ FT. _____ OF _____ CORNER	CONSTRUCTION TYPE: _____
DATE PREPARED: <u>8/28/16</u>	DATE REVISED: _____	<input type="checkbox"/> EFV	<input type="checkbox"/> RELIGHT
		<input type="checkbox"/> CURB VLV	<input type="checkbox"/> TIE IN PIPING

JOB INFO:
SECTION / TOWN / RANGE: SW1/4 SEC28, T 2N, R22E
SITE VISIT COMPLETED BY: James Ballard 262-552-3226
JOB OWNER: Allie Miller 262-552-3227

MAIN CONTACTS

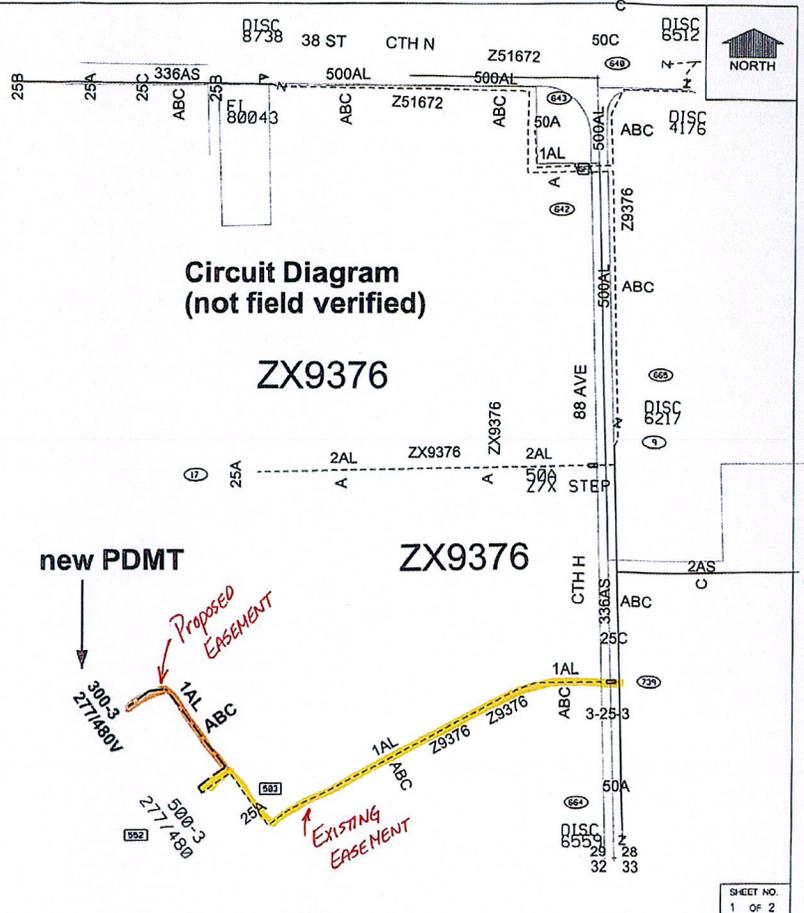
- CONTRACTOR/BUILDER: American Industrial Heat Transfer 847-731-1000
- PLUMBER/ HVAC: Southport Heating 262-654-6630
- ELECTRICIAN: ECI 262-658-1800
- CUSTOMER: Gus Sarini 847-731-1000

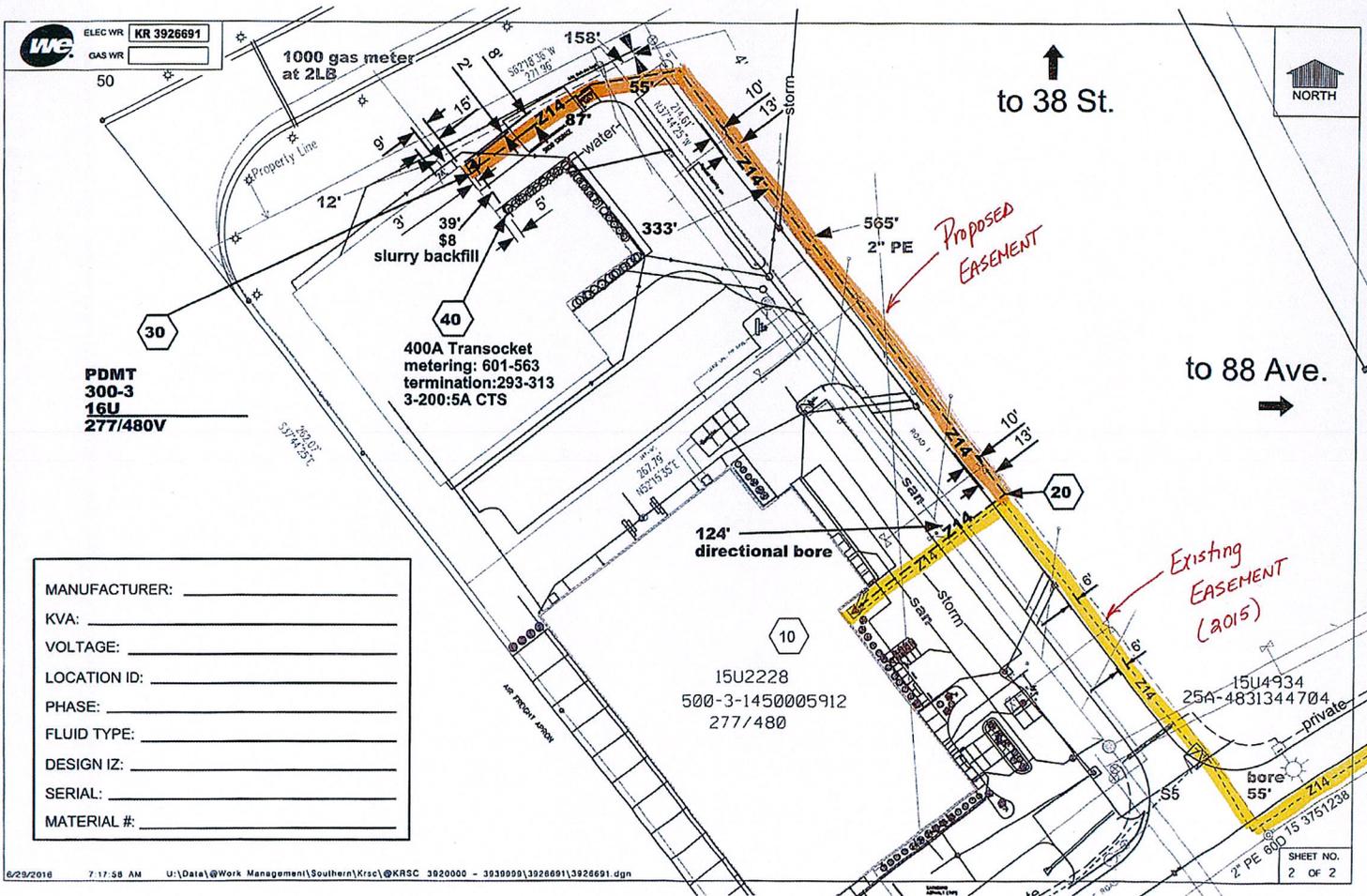
CONTINGENCIES & COMMENTS:
DIGGERS HOTLINE REQUIRED.
WE ENERGIES WILL NOT RESTORE.
WE ENERGIES WILL NOT HAUL SPOIL.
CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION.
WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS:

- .
- .

CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____





**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
VILLAGE OF SOMERS AND THE CITY OF KENOSHA
REGARDING RECONSTRUCTION OF 27th STREET
AND RESURFACING OF 28th STREET**

This is an intergovernmental agreement made and entered into as of the 8 day of August, 2016, by and between the Village of Somers, a municipal corporation, located at 7511 12th Street, Kenosha, Wisconsin 53171 (herein referred to as "Village") and the City of Kenosha, a municipal corporation, located at 625 52nd Street, Kenosha, Wisconsin 53140 (herein referred to as "City").

RECITALS

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes villages and cities as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, the Village and the City have long recognized that intergovernmental cooperation provide for the best delivery of high quality and efficient services to the public; and

WHEREAS, portions of the pavement of 27th and 28th Streets, public thoroughfares situated in boundary areas between the Town of Somers and the City are in need of reconstruction and resurfacing; and

WHEREAS, by Intergovernmental Agreement pursuant to §66.0301, Wis. Stats., the Town of Somers has delegated its responsibilities for the maintenance of public thoroughfares located within the Town to the Village and by advisory approval as described hereafter, consents to the terms and conditions of the intended purposes of this Agreement to occur on that portion of 27th and 28th Streets which is located within the Town of Somers; and

WHEREAS, both the Village and the City mutually agree that the reconstruction and resurfacing of those portions of 27th Street by rebuilding the road base and installation of asphalt surfacing and performing such appurtenant work as may be required in conjunction therewith is both beneficial and necessary to the use thereof; and

WHEREAS, both the Village and the City mutually agree that the milling and asphalt resurfacing of those portions of 28th Street is beneficial and necessary to the use thereof, it being specifically agreed that the road base, work which will be performed on 27th Street will not be performed on 28th Street under the terms of this Agreement. Drainage and related ditch work is not contemplated on 28th Street, however, positive drainage through the existing ditches will be ensured and shouldering and road striping will be compelled; and

WHEREAS, both the Village and the City mutually desire to participate in the costs of reconstructing and resurfacing 27th Street and resurfacing of 28th Street and to specify the amount of their respective financial participation and work to be performed by each party; and

WHEREAS, the Village and the City have entered into a Cooperative Plan under Section 66.0307, Wis. Stats., which provides for the orderly design and construction of public streets and related improvements in areas defined in such agreement to ultimately be transferred by attachment from the Village to the City; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

1. LEAD AGENCY.

The Village shall act as the lead agency for the administration of the public improvement contracts to be let in conjunction with the reconstruction and resurfacing of 27th Street and the resurfacing of 28th Street. To this end, the Village shall take such steps as are necessary to publicly bid the project, obtain qualified inspectors for inspections of the progress of the project, approve interim payments for work performed by selected contractors upon receipt of lien waivers for the same and shall provide accounting for all aspects of the project.

2. PREPARATION OF PLANS AND SPECIFICATIONS.

The Village shall be responsible for preparation of complete plans and specifications as well as related bid documents necessary to enable the Village to bid the project as a public works project under the applicable laws of the State of Wisconsin. The City has reviewed and approved the project limits and bid documents for the 27th Street reconstruction. The City shall review and approve all such project limits and bid documents prior to bidding for 28th Street.

3. SCOPE OF PROJECT.

The Village and the City intend to commence construction of the 27th Street project which includes rebuilding the road base and installation of asphalt surfacing and performing such appurtenant work as may be required as soon as practicable in calendar year 2016. The project shall commence at 39th Avenue eastward to 30th Avenue and its scope is as depicted generally on the attached Exhibit "A". The Village and the City intend to commence the resurfacing project for 28th Street which includes milling and asphalt resurfacing, shouldering, road striping and ensuring positive drainage through the existing ditches, during calendar year 2017. The project shall commence at 39th Avenue eastward to 30th Avenue and its scope is as depicted generally on the attached Exhibit "A".

4. WAIVER OF COMPENSATION FOR IN-KIND CONTRIBUTIONS.

Both the Village and the City waive any claim for compensation from each other for any in-kind contributions which are made towards the completion of either of the projects. In-kind contributions shall include, but shall not be limited to, the labor and materials necessary for the completion of plans and specifications or surveying for the project and the labor and materials necessary for the administration of the contract. The value of in-kind contributions shall not be calculated in determining total project costs.

5. **FUNDING.**

All project costs shall be borne equally between the Village and the City including, but not limited to, any unforeseen construction costs due to such issues as unstable soils, undercutting, right-of-way acquisitions or the like.

6. **INDEMNIFICATION BY VILLAGE.**

Village shall indemnify City and its agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, that (a) arises out of performance by Village of its obligations herein; (b) is for bodily injury, illness or death, or for property damage, including the loss of use; and (c) is caused in whole or in part by the Village negligent act or omission or that of its agents and employees or anyone employed by them or for whose acts the Village may be liable.

7. **INDEMNIFICATION BY CITY.**

City shall indemnify Village and the Town of Somers and its agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, that (a) arises out of performance by City of its obligations herein; (b) is for bodily injury, illness or death, or for property damage, including the loss of use; and (c) is caused in whole or in part by the City negligent act or omission or that of its agents and employees or anyone employed by them or for whose acts the City may be liable.

8. **NO THIRD PARTY BENEFICIARY.**

This Agreement is intended to be solely between the Village and the City and their respective successors and assigns. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

9. **TERM.**

The term of this Agreement shall commence on the ⁸first day of Aug. 2016 and shall continue until December 31, 2017, unless the parties choose to extend or renew its terms.

10. **AMENDMENT.**

This Agreement may be amended or extended only by written agreement approved by a majority vote of the members of the governing bodies of both parties, at a duly convened and noticed meeting at which a quorum is present.

11. **COMPLETE AGREEMENT.**

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

12. SEVERABLE PROVISIONS.

All of the Agreement's terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent. If any material party of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective or if subsequently enacted federal or state law, rule or regulation renders any of the material terms of this Agreement unlawful, the parties shall have thirty (30) days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions.

13. ENFORCEABILITY.

The parties have entered into this Agreement under the authority of Section 66.0301 of the Wisconsin Statutes. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the Agreement or they that this Agreement be construed so as to be binding on their respective successors, agents and employees.

14. NO WAIVER.

The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If any obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that it not sign the waiver or release.

15. PERFORMANCE STANDARD.

This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them duty of good faith and fair dealing.

16. AUTHORIZATION.

By executing this Agreement, the parties below acknowledge that this Agreement was passed by duly authorized public meeting of the respective governing boards of the Village of Somers and the City of Kenosha wherein a quorum of Board members was present and a majority of such quorum voted in favor of the passage of a motion or resolution approving this Agreement. Such approvals as recited herein shall presumptively establish that the action of the Board shall also be binding upon the Village and the City, respectively. Such meetings were held at the Village or City Municipal Buildings, respectively, on the dates and times as follows:

Village of Somers Board meeting conducted on the 26 day of July, 2016, at 5:30 o'clock p.m.

City of Kenosha Common Council meeting conducted on the _____ day of _____, 2016, at _____ o'clock p.m.

17. **ADVISORY APPROVAL.**

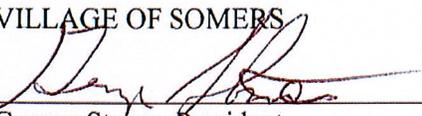
By executing this Agreement, the Town of Somers acknowledges that this Agreement was reviewed and to the extent that it impacts a public thoroughfare located within the Town of Somers approved by a duly authorized public meeting of the governing board of the Town of Somers wherein a quorum of Board members was present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. It is understood and agreed by the Village and the City that the Town of Somers has no financial obligation relative to the intended actions to be taken under the terms and conditions of this Agreement and that such approval is only for the purpose of consenting to allow the Village and the City to conduct such activities on portions of public thoroughfares or adjoining right-of-way which may be physically located within the Town of Somers. The meeting of the Town Board of the Town of Somers at which such advisory approval was passed was held at the joint Village/Town Municipal Building on the date and time as follows:

Town of Somers Board meeting conducted on the _____ day of _____, 2016, at _____ o'clock p.m.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

VILLAGE OF SOMERS

EXECUTED IN TRIPLICATE

By: 
George Stoner, President

Attest: 
Timothy Kitzman, Clerk/Treasurer

CITY OF KENOSHA

EXECUTED IN TRIPLICATE

By: _____
John Antaramian, Mayor

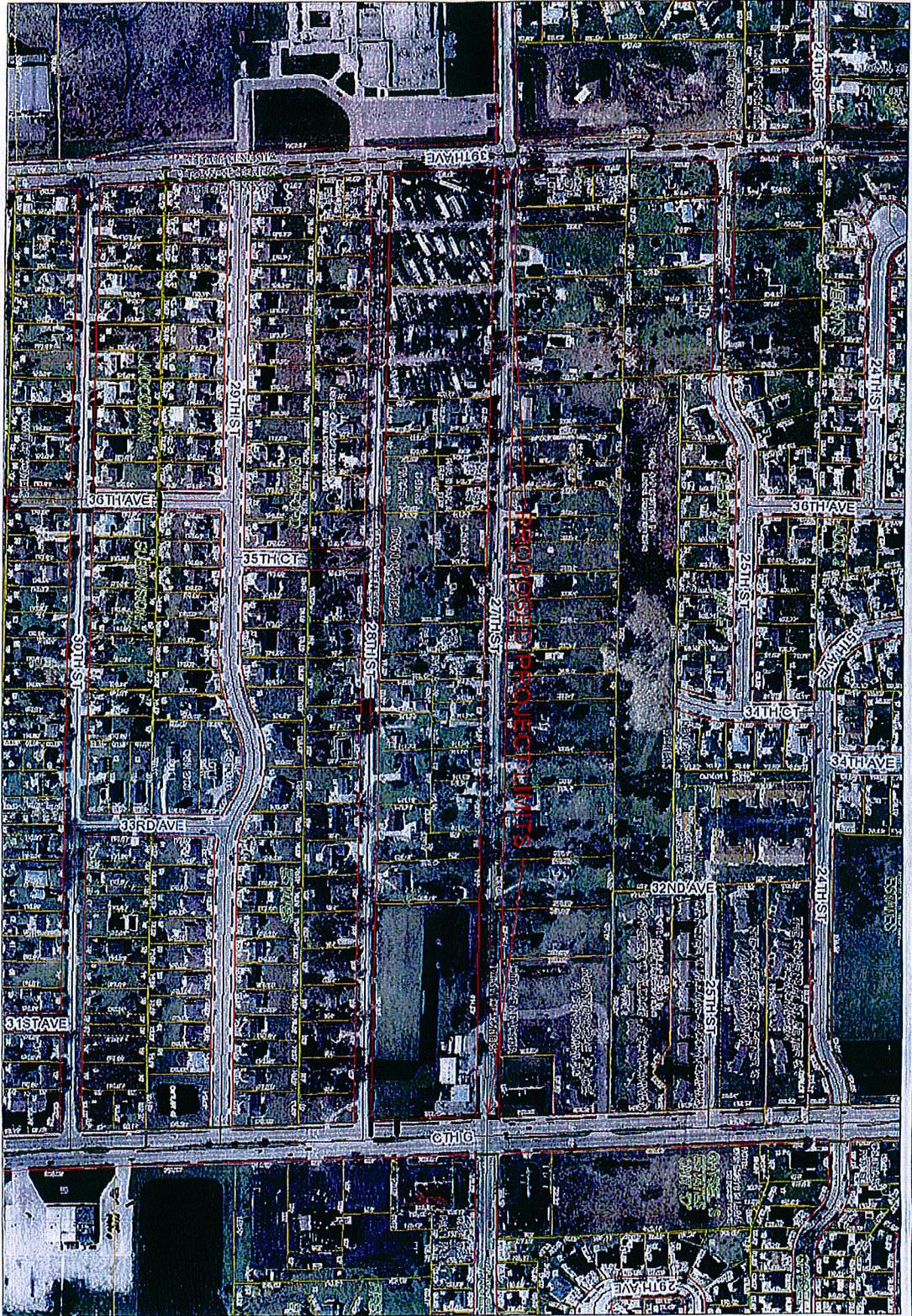
Attest: _____
Debra Salas, Clerk/Treasurer

ADVISORY APPROVAL

TOWN OF SOMERS

By: _____
Mark Molinaro, Jr., Chairperson

27TH STREET PROJECT



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

Date Printed: 9/5/2013



LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this “Agreement”) is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin (“City”), and Global Jet Properties, Inc., a Florida corporation, (“Lessee”), collectively referred to as the Parties.

RECITALS:

WHEREAS, the City operates the Kenosha Regional Airport (the “Airport”) and owns the land upon which the Airport is located; and

WHEREAS, the City entered into a Lease with Global Jet Properties, Inc. fully executed as of July 8, 2015, whereby the City leased to Global Jet Properties, Inc. certain land at the Airport consisting of approximately 110,883 square feet commonly known as 4480 91st Avenue and more particularly described on attached Exhibit A (the “Premises”) for a term covering the period of July 1, 2015, through and including June 30, 2045; and

WHEREAS, pursuant to the Lease, the Lessee was to construct certain Improvements, including an aircraft hangar, a fuel farm facility, and an aircraft ramp area; and

WHEREAS, the delineation of wetlands on the Premises no longer makes the construction of the Improvements by the Lessee feasible; and

WHEREAS, as a result of the adverse impact of wetlands on the continued feasibility of the construction of the Improvements by the Lessee, the Parties desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Lessee agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.
3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.
4. Termination. Upon approval and execution of this Agreement by the Parties, the Lease shall be terminated and the City and the Lessee agree to forever release and discharge each other from any and all duties, obligations, claims, demands, actions, causes of action, damages, costs, attorneys’ fees and expenses of whatever kind or nature which they now have or which may

hereafter accrue in any way related to the negotiations and execution of the Lease, the construction of the Improvements contemplated by the Lease, the Lease, or any other claims now or in the future.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

9. Remedies. The Parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

10. Attorneys' Fees. If any Party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing Party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing Party hereto.

11. Costs and Expenses. The Parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

12. Authority. Each person signing this Agreement on behalf of either Party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite authority to sign this Agreement on behalf of the Party. Each Party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the Party is bound.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

GLOBAL JET PROPERTIES, INC.,
a Florida Corporation

BY: 
THOMAS A. GLUZINSKI
Managing Director

Date: 5-19-16

STATE OF ILLINOIS)
 :SS.
COUNTY OF LAKE)

Personally came before me this 19th day of May, 2016, Thomas A. Gluzinski, to me known to be the Managing Director of Global Jet Properties, Inc., and acknowledged to me that he executed the foregoing instrument as the agreement of said corporation, by its authority.




Heather R. Breseman
Notary Public, Lake County, Illinois.
My Commission expires/is: 4-8-19

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

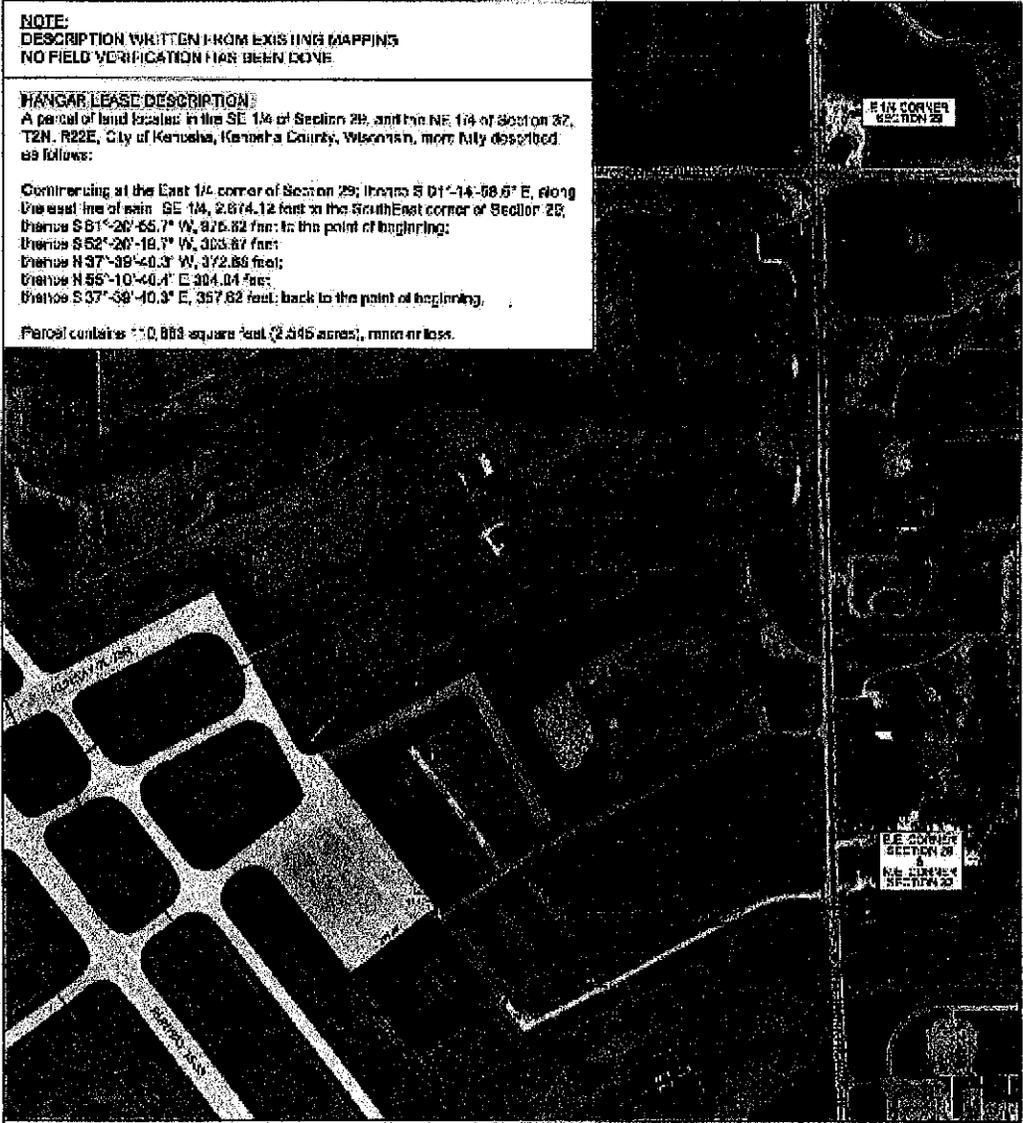
EXHIBIT A

NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING
NO FIELD VERIFICATION HAS BEEN DONE

HANGAR LEASE DESCRIPTION:
A parcel of land located in the SE 1/4 of Section 29, and the NE 1/4 of Section 32,
T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described
as follows:

Commencing at the East 1/4 corner of Section 29; thence S 01°-14'-58.5" E, along
the east line of said SE 1/4, 2,874.12 feet to the SouthEast corner of Section 29;
thence S 81°-20'-55.7" W, 875.82 feet to the point of beginning;
thence S 52°-20'-19.7" W, 303.87 feet;
thence N 37°-39'-40.3" W, 372.89 feet;
thence N 55°-10'-40.4" E, 304.04 feet;
thence S 37°-39'-40.3" E, 357.82 feet; back to the point of beginning.

Parcel contains 110,888 square feet (2.545 acres), more or less.



Mead & Hunt
Mead & Hunt, Inc.
6601 Werts Road
Madison, WI 53719
phone: 608-273-6380
meadhunt.com

KENOSHA REGIONAL AIRPORT
LEASE DESCRIPTION
Hangar No. 4480

05/10/2018
Sheet 1 of 1
Job No. 118816480-161

MAPS FOR THE CITY OF KENOSHA, WISCONSIN, SHOWING THE LOCATION OF HANGAR NO. 4480 AT THE KENOSHA REGIONAL AIRPORT.

FIRST AMENDMENT TO LEASE

Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

GLENN E. FENSKE,
2930 – 72nd Avenue,
Kenosha, Wisconsin 53144

This First Amendment to Lease (“First Amendment”) is entered into between the City of Kenosha, Wisconsin (“City”), and Glenn E. Fenske, (“Lessee”), collectively referred to as the Parties. The effective date shall be the date of last execution.

RECITALS

Whereas, the City operates the Kenosha Regional Airport (the “Airport”) and owns the land upon which the Airport is located; and,

Whereas, the City and the Lessee entered into that certain Lease (“the Lease”) fully executed as of December 19, 2013 whereby the City leased to the Lessee certain land at the airport consisting of approximately Seventy-Two (72) acres for farming and agricultural purposes for a term commencing January 1, 2014 and ending on December 31, 2018; and

Whereas, as of January 1, 2017 the City desires to lease to the Lessee and the Lessee desires to lease from the City additional land for farming and agricultural purposes consisting of approximately Eighty-Nine (89) acres for a total of approximately One Hundred Sixty-One (161) acres; and

Whereas, it is to the mutual advantage of the Parties to enter into this First Amendment.

Now Therefore, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are incorporated into this First Amendment as if fully set forth in this Paragraph.
2. Paragraph 1, of the Lease is amended to read as follows:
 1. PREMISES. The City leases to Lessee the premises shown as Cropland Parcel No. 1-14, as shown on attached Exhibit “A” (hereinafter the “Premises”) consisting of approximately One Hundred Sixty-One (161) acres of land located in the City of Kenosha, County of Kenosha, and State of Wisconsin.

3. Paragraph 3 of the Lease is amended to read as follows:

3. **CONSIDERATION.** Effective January 1, 2017 the Lessee will pay to the City annual rent of Fourteen Thousand Four Hundred Ninety (\$14,490.00) Dollars, said sum representing Ninety (\$90.00) dollars per acre. The annual rent shall be payable on or before December 1st of each year of this Lease.
4. Capitalized Terms. Capitalization of terms used in this First Amendment and not otherwise defined shall have the meanings given to such terms in the Lease.
5. Successors. This First Amendment shall inure to the benefit of the Parties and be binding upon their successors.
6. Governing Law. The laws of the State of Wisconsin shall govern the performance and enforcement of this First Amendment.
7. Counterparts. This First Amendment may be executed in any number of counterparts each of which shall constitute an original and which taken together shall constitute one and the same instrument.
8. Terms and Conditions. Except as otherwise provided in this First Amendment, all other terms and conditions of the Lease remain in full force and effect.
9. Authority. The Airport Commission and City consent to this First Amendment by authorization of action taken by the Airport Commission on the ____ day of _____, 2016 and by action taken by the Common Council on the ____ day of _____, 2016.

Signature pages follow

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between The City of Kenosha (“Kenosha”) and Magill Construction Company, Inc. (“Magill”). Kenosha and Magill may individually be referred to herein as a “Party” or collectively the “Parties.”

WHEREAS, Kenosha and Magill entered into a written contract (the “Contract”), for the construction of a playground located in Petzke Park, Kenosha, WI (the “Project”);

WHEREAS, Magill subcontracted some of its work relating to the installation of the playground surface to MJD’s Property Solutions, LLC (“MJD”);

WHEREAS, a dispute arose between the Parties regarding the sufficiency of the work performed by Magill and/or MJD on the Project (the “Claim”);

WHEREAS, the Parties reached an agreement to fully and finally settle all claims and disputes either Party may have against one another regarding the Contract, the Project and the Claim in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Recitals**. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.
2. **Common Council Approval**. This Agreement is conditioned on the City of Kenosha Common Council review and approval. The Parties shall retain all claims absent such approval.
3. **Payment**. Magill shall pay the sum of Two Hundred Thirty Thousand Dollars and 00/100 (\$230,000.00), less the Credit identified in Paragraph 4 below, to Kenosha (the “Settlement Payment”). The Settlement Payment is inclusive of all costs, fees and disbursements. The Settlement Payment shall be paid in two payments. The first Settlement Payment in the amount of \$80,350.12 shall be made within thirty (30) days after last execution of this Agreement. The second Settlement Payment in the amount of \$80,350.11 shall be made within sixty (60) days after the last execution of this Agreement. Each Settlement Payment shall be made payable to the City of Kenosha and delivered to the Office of the City Attorney. If a payment due date falls on a Saturday, Sunday or holiday, the due date shall be the first following business day.

If the first Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make the payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Two Hundred Fifty-three Thousand Dollars and 00/100 (\$253,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

If the second Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

4. Credit. Kenosha is currently retaining funds in the amount of \$69,299.77 for work performed on the Project. Magill shall receive a credit for \$69,299.77 against the Settlement Payment (the "Credit").

5. Mutual Release/Assignment of Claims/Indemnification. Except as otherwise provided for herein, for the consideration of the Settlement Payment and Credit reflected in Paragraphs 3 and 4 above and, upon Kenosha's receipt of the same, Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby releases, acquits and forever discharges Magill as well as its respective subcontractors, material suppliers, laborers, principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns ("Released Parties") from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Kenosha may have against Magill and/or the Released Parties in relation to or regarding the Contract, the Project and/or the Claim. Kenosha hereby assigns, without warranty, all of its rights and interests in all claims it may have against MJD and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns relating to or arising from the Contract, the Project and/or the Claim.

Magill, as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby release, acquit and forever discharge Kenosha as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which it may have against Kenosha in relation to or regarding the Contract, the Project and/or the Claim. Magill shall indemnify, defend and hold harmless Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of a claim by a Released Party relating to or arising from the Contract, the Project and/or the Claim.

This is intended to be a full and final release of all claims between the Parties.

6. Contract Closeout Obligation. Magill will complete and return within sixty (60) days of Common Council approval of this Agreement the Contract closing documents attached hereto as Attachment 1.

7. Release/Assumption of Obligations. Except for the Contract closeout obligation identified in paragraph 6, the Contract shall be terminated effective as of the date of this Agreement and Magill and its subcontractors and suppliers shall be released from all obligations relating to the Contract and/or the Project including, but not limited to, all obligations to perform the work, all warranties, whether express or implied, all obligations to obtain and/or maintain its performance and payment bond for the Project and all obligations to obtain and/or maintain insurance for the Project. Upon last execution of this Agreement, Kenosha shall assume all obligations with respect to the Project.

8. Denial of Liability. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made and actions taken by the Parties pursuant to this Agreement are not to be construed as an admission of liability on the part of the Parties. The Parties intend merely to avoid litigation and resolve their disputes pursuant to this Agreement. Kenosha shall be released from all obligations relating to the Contract, the Project and/or the Claim including, but not limited to, monetary payment for services rendered. The Contract balance shall be deemed paid in full.

9. Preservation of Claims. Notwithstanding anything to the contrary in this Agreement, Magill preserves any and all claims against and does not release from liability MJD or its insurer or any person or entity not a party to this Agreement which may be responsible for the alleged deficiency in work which gave rise to the Claim. Kenosha's release in Paragraph 5 shall not be deemed a release of any claims which Magill may have against any of the Released Parties.

10. Right to Consult an Attorney. Each Party has been represented by counsel and has had sufficient time to review this Agreement with their respective counsel prior to executing the same. Each Party acknowledges that they read this Agreement, that they understand the Agreement's meaning and intent and executed this Agreement of their own free will and volition.

11. Attorney Fees. The Parties shall be solely responsible for their own legal fees and costs incurred with respect to entering into this Agreement, with no contribution required from another Party. However, in the event any Party breaches this Agreement or fails to fulfill their

obligations hereunder, the non-breaching Party may enforce this Agreement and shall be entitled to recovery of reasonable attorney's fees and costs incurred to enforce this Agreement.

12. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

13. Authentication. By executing this Agreement, Kenosha acknowledges that this Agreement was reviewed and approved by a duly authorized, public meeting of the City of Kenosha Common Council wherein a quorum of council members were present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. Such approval as recited herein shall presumptively establish that the action of the Council shall be binding upon the Kenosha.

14. Construction. The Parties understand and agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each Party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Each Party, by signature below, represents and warrants that the signatory has authority to sign and bind the respective Party to this Agreement.

CITY OF KENOSHA

**MAGILL CONSTRUCTION
COMPANY, INC.**

By: _____
John M. Antaramian, Mayor

By: _____
Matt Magill, Vice President

Dated: _____

Dated: _____

By: _____
Debra Salas, City Clerk/Treasurer

Dated: _____

ATTACHMENT 1

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Subject: Affidavits Required Prior to Final Payment

Project: #14-1426 Petzke Park Phase 3

Pursuant to your contract, you are required to pay your employees not less than the prevailing wage rate applicable in Kenosha at the time of contract signing. You are also required to promptly pay all subcontractors and suppliers for all labor, services, supplies or material which they may directly or indirectly furnish in the fulfillment of said contract and secure, as soon as possible, a waiver of lien or the release of any and all liens which may attach as a result of the work, to be furnished to the engineer before the final payment is made.

Please complete and return:

1. Signed checking copy.
2. Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination listing all subcontractors.
3. Agent or subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination.
4. Affidavit Respecting Construction Lien Waivers/Releases – **this affidavit is not the same as a lien waiver -**
5. **Your original lien waiver**
6. **Subcontractors lien waivers – as a condition of the Affidavit respecting construction lien waivers/releases, also provide the original of the lien waivers or releases for ALL subcontractors and material suppliers involved in the project as listed below:**

- ProTerra Grading – Earthwork
- ProTerra Grading – Dense Graded Base
- Always Contractors – Brick Pavers
- Meak Playground Surfacing – Poured in Place Surfacing
- ProTerra – Underdrain
- Graber – Benches
- MBM Contractors – Entry Contractors & Block Walls
- ProTerra – Restoration
- MJD's Property Solutions, LLC

If any of the above were not used, please provide a letter so stating.

ESTIMATE SHEET FOR CONSTRUCTION WORK

CITY OF KENOSHA, WISCONSIN
ENGINEERING DEPARTMENT

PETZKE PARK PHASE 3
PROJECT 14-1426

CHECKING COPY
P.O. 150715

TO: MAGILL CONSTRUCTION COMPANY
977 KOOPMAN LANE
ELKHORN, WI 53121

07/19/16

ALL WORK COMPLETED

1	Mobilization	1	LS	\$24,155.00	\$24,155.00
2	Erosion Control	1	LS	\$1,925.00	\$1,925.00
3	Tracking Pad	1	LS	\$2,475.00	\$2,475.00
4	Earthwork	1	LS	\$27,500.00	\$27,500.00
5	Dense Graded Base Course	1162.76	TON	\$21.72	\$25,255.15
6	Concrete 4-Inch Standard	1696	SF	\$6.27	\$10,633.92
7	Concrete 4-Inch Textured	670	SF	\$6.40	\$4,288.00
8	Brick Pavers	100	SF	\$27.97	\$2,797.00
9	Concrete Curb 8-Inch	276	LF	\$20.95	\$5,782.20
10	Poured in Place Surfacing	10158.13	SF	\$9.63	\$97,822.79
11	Perforated Underdrain 4-Inch	765	LF	\$15.95	\$12,201.75
12	Perforated Underdrain 6-Inch	219	LF	\$15.95	\$3,493.05
13	Clean Out	2	EA	\$550.00	\$1,100.00
14	Benches	9	EA	\$1,467.33	\$13,205.97
15	Fence	0	LF	\$0.00	\$0.00
16	Entry Columns	4	EA	\$1,199.00	\$4,796.00
17	8-Inch Block Wall	41	LF	\$326.49	\$13,386.09
18	Restoration	1	LS	\$21,945.00	\$21,945.00
19	Kenosha Logo	0	LS	\$2,486.00	\$0.00

APPROVED ADDITIONAL WORK

AW1	Extra Clay	1	LS	\$13,956.00	\$13,956.00
AW2	Precast Column Connections	1	LS	\$1,254.46	\$1,254.46
AW3	Eliminate Benches	1	LS	-\$13,206.00	-\$13,206.00
AW4	Holes for Fence Posts	1	LS	\$6,755.00	\$6,755.00
AW6	Concrete for Merry Go Round	1	LS	\$1,171.00	\$1,171.00
AW7	Extend Cleanouts	1	LS	\$670.00	\$670.00
AW8	Regrade Site (Proterra)	1	LS	\$12,337.33	\$12,337.33
AW9	Sonotubes	1	LS	\$14,625.00	\$14,625.00
AW10	Increase Column and Cap Width	1	LS	\$2,010.00	\$2,010.00
AW11	Eliminate Restoration	1	LS	-\$21,945.00	-\$21,945.00
AW12	Credit for Brick Pavers	1	LS	-\$796.00	-\$796.00
AW13	Regrading Post Build (MJD)	1	LS	\$5,537.00	\$5,537.00
AW14	Eliminate Tracking Pad	1	LS	-\$2,475.00	-\$2,475.00
AW15	Hydrovac Post Holes	1	LS	\$3,324.00	\$3,324.00

SETTLEMENT AGREEMENT

	Poured in Place Surfacing	6780.87	SF	\$9.63	\$65,299.78
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TOTAL TO DATE	\$361,279.49
LESS ESTIMATE #1	\$99,127.41
LESS ESTIMATE #2	\$89,477.34
LESS ESTIMATE #3	\$70,794.06
LESS ESTIMATE #4	\$28,046.32
LESS ESTIMATE #5	\$4,534.58
TOTAL	\$69,299.78

Please check these final quantities with your records. If they meet with your approval, sign below and return to the City of Kenosha, Department of Public Works – Engineering Division, 625 52nd Street, Kenosha, WI 53140, as soon as possible so that final payment can be processed.

APPROVED BY: _____

TITLE: _____

DATE: _____

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
 (See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of _____)	
	)SS
County Of _____)	

Project Name: _____

Project # : _____ Determination # : _____

Date Determination Issued: _____

Awarding Agency: _____

Date of Contract: _____

Date Work Completed: _____

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	() Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(c) and 103.49(4r)(c), Wisconsin Statutes.

The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

List of Agents and Subcontractors

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
(See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____) County Of _____)SS

Project Name: _____

Project # : _____ Determination # : _____

Date Determination Issued: _____

Awarding Contractor: _____

Date Of Subcontract: _____

Date Work Completed: _____

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(b) and 103.49(4r)(b), Wisconsin Statutes.

The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

List of Agents and Subcontractors

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____



Brock Portilia
Director of Finance
Ph: 262.925.3468
bportilia@kaba.org

DATE: July 20, 2016

TO: Jeffrey Labahn, AICP
Director of City Development, City of Kenosha

Frank Pacetti
City Administrator, City of Kenosha

FROM: Brock Portilia, Director of Finance
Kenosha Area Business Alliance, Inc.

RE: KABA 2016 2nd Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending June 30, 2016. The enclosed reports are for the following projects:

1. Business Retention & Expansion Program Summary Report
2. City RLF Loan Fund
3. City TID #4 Downtown Loan Fund
4. UDAG Loan Fund

These reports have also been submitted for the City Finance Committee and all City Council Members.

Should you have any questions regarding the attached or desire additional information, please contact me at your convenience.

Enclosures

cc: City Finance Director
Council Members

Business Retention & Expansion (BR|E) Report

July 2016

Presented by: Heather Wessling, Vice President of Economic Development
at the July 19, 2016 Board of Directors meeting

Company Visits

- Met with 44 companies from January 1, 2016 to June 30, 2016.
- In last 3 years, Kenosha County has retained 98% of 240 companies tracked in *Synchronist*.
- Recent visits include an introduction to Amazon's new, in-house Career Center; Gourmet Foods International employees who recently moved from Southeast United States; and with LMI Packaging, LMI is replacing technology on their production floor.
- Of the 44 companies, 22 expanding, 1 closure/relocation, 2 declines (double digit loss/liquidating inventory).
- 90% of the companies in Kenosha County employ 100 or less individuals following the national trend whereas companies with fewer than 100 employees make up more than 94% of all U.S. manufacturers.

Key Takeaways

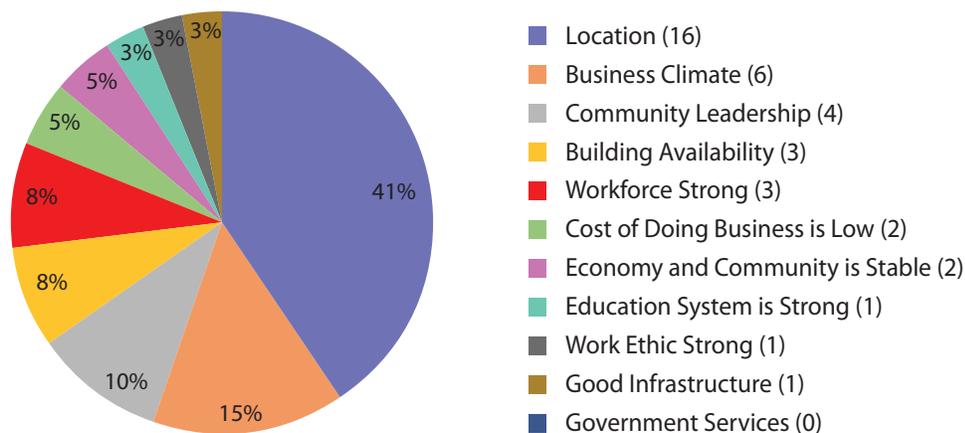
- Companies reflect commitments to carefully planned expansions (equipment/building/improvements) – examples include Good Foods Group, ASYST Technologies, EMCO Chemical, Uline, Meijer, Snap-On, LMI Packaging, InSinkErator, Kenall, Amazon, Fair Oaks Farms, Bone Dry Products, and Midwest Refrigerated Services, all modernizing their manufacturing facilities and processes.
- Executives depend on stable prices as a component to remain competitive. Increases in energy, labor and other costs can threaten future growth initiatives.
- The Additive Manufacturing Forum in May led by Snap-On demonstrated innovative processes. Companies demonstrated how new ideas, design methods, “learning by building” and continued discipline to cost reduction leads to success within an innovation economy.

Follow-Up Actions

- Hosting Business Park Roundtable Events – City/Village to present Improvement Plans, including Public Transportation.
- These events are scheduled for July 28th (7:30 AM – 9:30 AM) Riley Construction for BPOK and August 9th (7:30 AM – 9:30 AM) EMCO Chemical for Lakeview Corporate Park.
- W.E. Upjohn's Report offered us multiple strategies for improving talent attraction and retention efforts. KABA and partners are working together to prioritize recommendations and action plans designed to support that goal.

Key Metric

We asked executives, “Why did you invest in Kenosha County?”



**KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report ***

Period April 1, 2016 through June 30, 2016

Bank Account Balance as of 4/1/16:	\$ 792,295.19
Plus Loan Principal & Interest Received:	\$ 51,368.58 ^{(1) (2)}
Plus Bank Interest Income:	\$ 335.23
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 2016:	\$ -
Less City Branding Sponsorship Fee:	\$ -
Balance In Bank Account as of 6/30/16:	<u>\$ 843,999.00</u>
Less Outstanding Commitments as of 6/30/16:	\$ -
Less Approved Loans (Commitments Pending):	<u>\$ -</u>
Balance Available for Loans:	<u><u>\$ 843,999.00</u></u>

(1) Includes early payoff amount received from Converting Solutions, Inc.

(2) Pacific Sands, Inc in default: Legal counsel working on collection

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Six Months Ended June 30, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 6/30/2016	Interest Receipts YTD 6/30/2016	Principal Balance 6/30/2016	Current Interest Rate
City Revolving Loan Fund (CITY/RLF)							
OFFSITE, LLC	\$ 300,000.00	\$ 259,803.78		\$ 5,656.76	\$ 5,149.12	\$ 254,147.02	3.25%
Cast, LLC	\$ 100,000.00	\$ 81,046.42		\$ 2,642.71	\$ 2,398.55	\$ 78,403.71	6.00%
Pacific Sands, Inc.	\$ 125,000.00	\$ 66,064.76		\$ 7,352.29	\$ 1,578.46	\$ 58,712.47	6.00%
Converting Solutions, Inc.	\$ 26,600.00	\$ 18,345.01		\$ 18,345.01	\$ 351.99	\$ -	4.50%
DHT (Toolamation Services)	\$ 253,750.00	\$ 381,022.27		\$ 6,240.74	\$ 8,987.80	\$ 374,781.53	4.75%
War Eagle Investments, LLC (GEM Mfg.)	\$ 375,000.00	\$ 373,964.34		\$ 5,552.56	\$ 9,291.56	\$ 368,411.78	5.00%
GFI Midwest, LLC	\$ 250,000.00	\$ 250,000.00		\$ 8,772.03	\$ 3,308.97	\$ 241,227.97	3.00%
Total	\$ 1,430,350.00	\$ 1,430,246.58	\$ -	\$ 54,562.10	\$ 31,066.45	\$ 1,375,684.48	

**KENOSHA AREA BUSINESS ALLIANCE
City TID #4 Downtown Revolving Loan Fund
Quarterly Status Report ***

Period April 1, 2016 through June 30, 2016

Bank Account Balance as of 4/1/16:	\$ 636,302.22
Plus Funds Received from City	\$ -
Plus Loan Principal & Interest Received:	\$ 10,044.99
Plus Bank Interest Income:	\$ 296.57
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 2016:	\$ -
Balance In Bank Account as of 6/30/16:	<u>\$ 646,643.78</u>
Less Outstanding Commitments as of 6/30/16:	\$ -
Less Approved Loans (Commitments Pending):	\$ -
Balance Available for Loans:	<u><u>\$ 646,643.78</u></u>

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
 LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
 For the Six Months Ended June 30, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 6/30/2016	Interest Receipts YTD 6/30/2016	Principal Balance 6/30/2016	Current Interest Rate
City TID #4 Downtown Kenosha RLF							
Mike's Kenosha Downtown Tavern	\$ 180,000.00	\$ 158,326.91		\$ 7,571.61	\$ 3,879.69	\$ 150,755.30	5.00%
MIKA Brands (Kitchen Cubes)	\$ 100,000.00	\$ 96,782.18		\$ 1,546.81	\$ 2,403.53	\$ 95,235.37	5.00%
Cast, LLC	\$ 118,400.00	\$ 116,947.66		\$ 1,783.13	\$ 2,905.21	\$ 115,164.53	5.00%
Total	\$ 398,400.00	\$ 372,056.75	\$ -	\$ 10,901.55	\$ 9,188.43	\$ 361,155.20	

**KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report ***

Period April 1, 2016 through June 30, 2016

Bank Account Balance as of 4/1/16:	\$ 1,059,060.59
Plus Loan Principal & Interest Received:	\$ 61,869.39
Plus Bank Interest Income:	\$ 463.91
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 2016:	\$ -
Balance In Bank Account as of 6/30/16:	<u>\$ 1,121,393.89</u>
Less Outstanding Commitments as of 6/30/16:	\$ -
Less Approved Loans (Commitments Pending):	\$ -
Balance Available for Loans:	<u><u>\$ 1,121,393.89</u></u>

* There were no loans in arrears as of this report date.

* See attached summary for all active loans in this account.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE
For the Six Months Ended June 30, 2016

	Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 6/30/2016	Interest Receipts YTD 6/30/2016	Principal Balance 6/30/2016	Current Interest Rate
Urban Development Action Grant Revolving Loan Fund (UDAG)							
Garetto Real Estate, LLC	\$ 500,000.00	\$ 347,043.70		\$ 17,251.94	\$ 6,807.54	\$ 329,791.76	4.00%
Kenosha National, LLC	\$ 197,500.00	\$ 79,294.44		\$ 10,658.65	\$ 1,871.87	\$ 68,635.79	5.00%
Bradshaw Medical, Inc.	\$ 600,000.00	\$ 381,820.46		\$ 29,262.56	\$ 5,544.94	\$ 352,557.90	3.25%
OFFSITE, LLC	\$ 500,000.00	\$ 433,006.45		\$ 9,427.92	\$ 8,581.86	\$ 423,578.53	4.00%
Rustic Ventures, LLC	\$ 82,500.00	\$ 43,147.26		\$ 5,952.56	\$ 813.52	\$ 37,194.70	4.00%
Cast, LLC	\$ 40,000.00	\$ 32,418.75		\$ 1,057.06	\$ 959.42	\$ 31,361.69	6.00%
Mike's Kenosha Downtown Tavern	\$ 70,000.00	\$ 61,571.63		\$ 2,944.50	\$ 1,508.76	\$ 58,627.13	5.00%
The Blast Shop	\$ 140,000.00	\$ 116,779.68		\$ 9,028.11	\$ 2,825.91	\$ 107,751.57	5.00%
Toolamation Services (DHT)	\$ 96,960.00	\$ 87,639.91		\$ 6,141.75	\$ 1,914.57	\$ 81,498.16	4.50%
Total	\$ 2,226,960.00	\$ 1,582,722.28	\$ -	\$ 91,725.05	\$ 30,828.39	\$ 1,490,997.23	

Zimbra**kargust@kenosha.org**

Re: Appeal request for 4423 Taft Rd

From : Karen J. Argust
<kargust@kenosha.org>

Thu, Aug 11, 2016 04:45 PM

■ 1 attachment

Subject : Re: Appeal request for 4423 Taft
Rd

To : Emily Savage
<esavage42@yahoo.com>

Cc : Jack Rose
<district15@kenosha.org>

Good Afternoon:

Please be advised that your request will be heard by the Finance Committee at the meeting scheduled for Monday, August 15, 2016 at 5:00 pm in Room 204 of the Municipal Building, 625 52nd Street. The request will then be heard by the Common Council at the meeting scheduled for 7:00 pm in Council Chambers, Room 200.

It is recommended that you or a representative be present to speak on behalf of your appeal.

If you have any questions, please feel free to contact me.

Thank you.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)



From: "Emily Savage" <esavage42@yahoo.com>
To: "clerk" <Clerk@kenosha.org>
Cc: "Dean scales" <d2scales@yahoo.com>
Sent: Tuesday, July 26, 2016 10:10:44 PM
Subject: Appeal request for 4423 Taft Rd

Hello,

We are sending this letter to appeal the invoice for trash removal sent for [4423 Taft Rd; Kenosha, WI 53142](#). Normally, we would have recycled the glass bottles, but we noticed some mold within them. We called sanitization to find out if it would still be acceptable to recycle them, and we were told to put them out with the trash, similar to pizza boxes.

We live several states away, so we had our mail forwarded. We were told that notices were placed on the house requesting that we re-bag the bottles for recycling. Because the house has been vacant since early March, there was no one to notify us that the city had apparently changed its position. If we had received the notice, we would have complied with the request.

Because we disposed of the bottles as originally instructed and because we were unaware that the city determined that they should have been recycled after all, we ask that you approve our appeal.

If you need additional information, we can be reached at 262-220-9423.

Thank you for your time and consideration.

Emily Savage and Dean Scales



DCI14001-KenoshaLogo_MECH_RGB_300DPI.jpg

190 KB

Zimbra

kargust@kenosha.org

Charter order Appeal

From : Mark Melotik
<Mark.Melotik@kenoshacounty.org>

Wed, Aug 03, 2016 10:47 AM

3 attachments

Subject : Charter order Appeal

To : kargust@kenosha.org

Hi Karen,

Here's the file for the two appeals on cleanups. Please let me know if you have any questions.

Mark Melotik REHS/RS
Environmental Manager
Kenosha County Division of Health
Mark.melotik@kenoshacounty.org
Office: (262)605-6745
Fax: (262)605-6715



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Dean scales appeal2016.pdf
896 KB

Guadalupe Roginski appeal 2016.pdf
2 MB



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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

Trash & Debris Special Assessment

Date: 04-19-2016

Parcel No.: 02-122-02-181-003

Owner's Name: Dean A Scales

Cleanup Date: 04-07-2016

Address: 4423 Taft Road

Invoice #: 8447

Invoice Date: 04-11-2016

Contractor: J. Malsack / Crown Services, LLC

Mail Cost: NA

Publication Cost: NA

Cleanup Cost: \$100.00

Administration Cost: \$75.00

Other Costs: NA

Total Cost: \$175.00

Notes/Comments:

This documentation of special assessment is e-mailed to:
Lisa Olley
Office Associate II
City of Kenosha
<mailto:lolley@kenosha.org>

Invoice

DATE
4/11/16

INVOICE #
8447

BILL TO

KENOSHA COUNTY HEALTH DEPT.
 8600 SHERIDAN RD. SUITE 600
 KENOSHA, WI 53143

DUE DATE
5/11/16

P.O. NUMBER
MRS. WENDT

DESCRIPTION

AMOUNT

4423 TAFT ROAD DEBRIS CLEANED 4/7/2016	REMOVED BAGS OF RECYCLABLES, LITTER AND MISC	100.00
--	--	--------

Journal Wendt
 5% 10 NET 30

Subtotal	100.00
5.5% Tax	
Total	100.00

Journal Wendt 4/11/16

Date 4-4-16 Compl. Name Keggy Compl. Addr. _____
Compl. Phone _____ N/P

Kenosha County Division of Health
Environmental Health Section - Complaint & Inspection Report

Addr. Of Complaint 4423- Taft Rd. Rec. No. _____
Contact person and/or where to gain entrance _____
Complaint obtained with promise of confidentiality: Y N Par. # _____

OCCUPANT: Name _____ Unit _____ Tel. # _____
OWNER: Name Scales, Dean Unit _____ Tel. # NL
Compl. Code _____ Dist. _____ San _____ Viol. Code _____ Date _____ Res. Code _____ Date _____

REMARKS: Call to make appt. _____ Pre-scheduled appt. time _____
(Comp. Taken by KK) Hours when home _____

30 trash bag of leaves and 2 bags of beer bottles on the parkway.
* City states new owner Rad reactor call city to get pickup as new reactor/owner didn't feel it was his responsibility.

040506 City called request status for Alderman when we inspect.

040506 Inspected 4 bags of bottles in black trash bags. Posted 24 w/ recycle flyers and info. Pictures taken.

040506 Called city gave update.

040606 Reinspected. 4 bags of bottles remain on parkway.

040606 With no # on file or listed, I called city to see if this had a bulk pickup w/ #. None.

040706 Reviewed w/ Mad. Reinspect. Cleanup authorized.
DATE OF INSP 040516 SANITARIAN JWMD

Headquarters/Environmental/Forms/Complaint & Inspection Report
0410106 Reinspected. Scheduled cleanup,
0410106 11:40 cleaned up noon,

Property Details: 02-122-02-181-003



Municipality: City of Kenosha (241)
Parcel Number: 02-122-02-181-003
Property Address: 4423 TAFT RD
Mail-To Address: DEAN A SCALES
 4423 TAFT RD

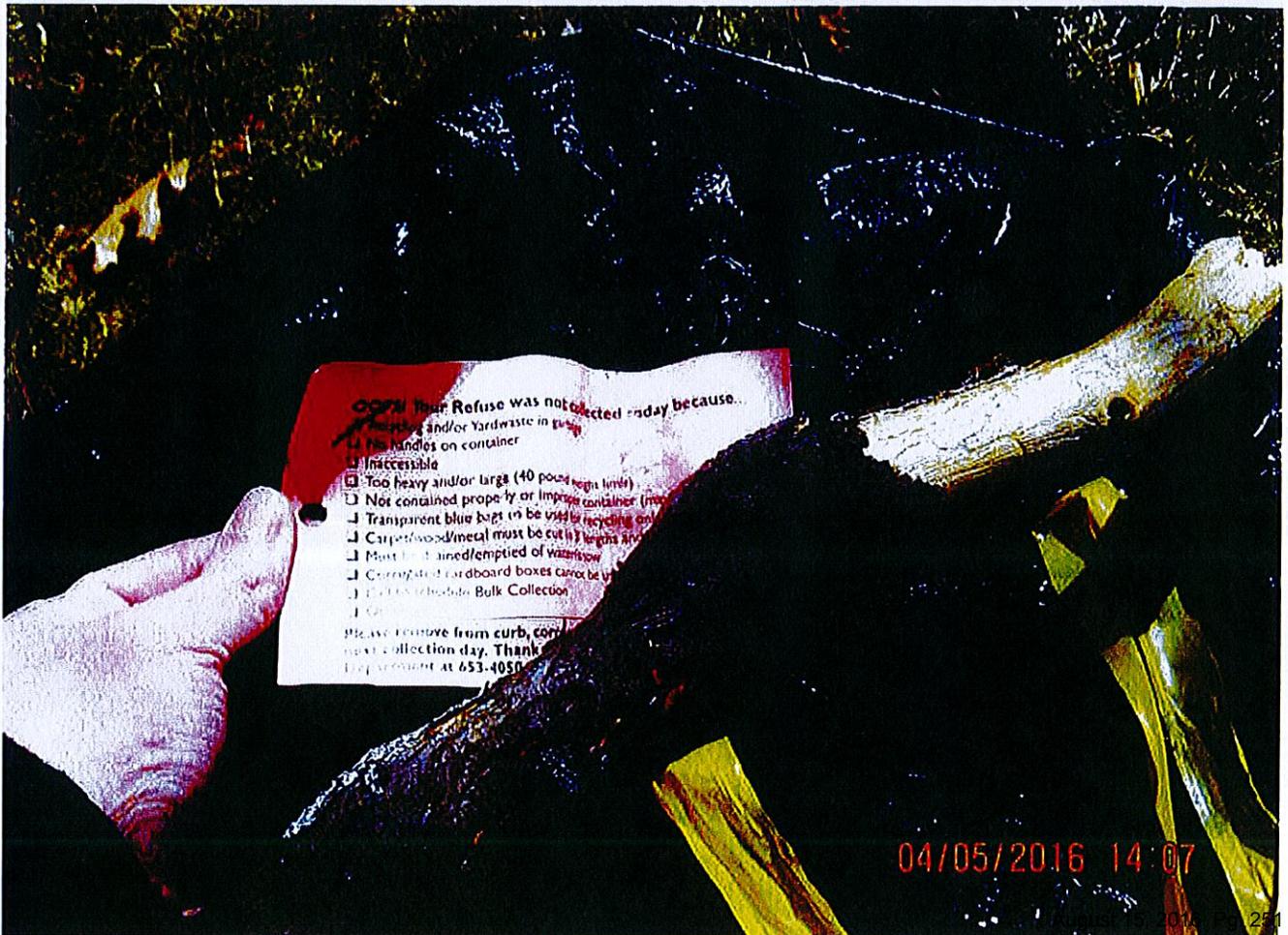
Legal Name / KENOSHA, WI 53142
Ownership: DEAN A SCALES & EMILY J
 SAVAGE

Land Information (approximate):
Frontage: 50
Depth: 144
Property Class: Residential
Total Acres: 0.17
Zoning: Please consult your local municipality
Septic:

Buildings	Assessments (5)	Taxes (5)	Sales (2)	Tax Districts	Land Types (1)	Legal
Building 1	Residential Type		Single Family Residential			
	Building Style		One Story Old Style			
	Year Built		1938			
	Exterior Wall		Brick			
	Square Feet (total)		936			
	Square Feet (1st floor)		936			
	Basement		Full			
	Heat/Air		Air Conditioning			
	Fuel Type		Gas			
	Heating System		Warm Air			
	Bedrooms		?			



August 15, 2016, Pg. 250





Zimbra**kargust@kenosha.org**

Fwd: Appeal request for 4423 Taft Rd

From : Karen J. Argust
<kargust@kenosha.org>

Thu, Jul 28, 2016 12:15 PM

■ 1 attachment

Subject : Fwd: Appeal request for 4423 Taft Rd

To : Shelly Billingsley
<sbillingsley@kenosha.org>, mark
melotik
<mark.melotik@kenoshacounty.org>

Cc : Kristin Brown
<kbrown@kenosha.org>

Good Afternoon:

Attached below is an appeal of a trash/debris special assessment for 4423 Taft Road 02-122-02-181-003.

Please send your response to me as soon as possible; I would like to place this on the Finance and Common Council agendas for August 15, 2016.

Thank you.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: 262.653.4026



From: "Emily Savage" <esavage42@yahoo.com>
To: "clerk" <Clerk@kenosha.org>
Cc: "Dean scales" <d2scales@yahoo.com>
Sent: Tuesday, July 26, 2016 10:10:44 PM
Subject: Appeal request for 4423 Taft Rd

Hello,

We are sending this letter to appeal the invoice for trash removal sent for 4423 Taft Rd; Kenosha, WI 53142. Normally, we would have recycled the glass bottles, but we noticed some mold within them. We called sanitization to find out if it would still be acceptable to recycle them, and we were told to put them out with the trash, similar to pizza boxes.

We live several states away, so we had our mail forwarded. We were told that notices were placed on the house requesting that we re-bag the bottles for recycling. Because the house has been vacant since early March, there was no one to notify us that the city had apparently changed its position. If we had received the notice, we would have complied with the request.

Because we disposed of the bottles as originally instructed and because we were unaware that the city determined that they should have been recycled after all, we ask that you approve our appeal.

If you need additional information, we can be reached at 262-220-9423.

Thank you for your time and consideration.

Emily Savage and Dean Scales



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Zimbra**kargust@kenosha.org**

Request for Review of Trash & Debris Special Charge - 1103 83rd Street (\$400.00)

From : Karen J. Argust
<kargust@kenosha.org>

Thu, Aug 11, 2016 04:57 PM

■ 1 attachment

Subject : Request for Review of Trash &
Debris Special Charge - 1103 83rd
Street (\$400.00)

To : guaroginski@gmail.com

Cc : Keith W. Rosenberg
<district9@kenosha.org>

Good Afternoon:

Please be advised that your request will be heard by the Finance Committee at the meeting scheduled for Monday, August 15, 2016 at 5:00 pm in Room 204 of the Municipal Building, 625 52nd Street. The request will then be heard by the Common Council at the meeting scheduled for 7:00 pm in Council Chambers, Room 200.

It is recommended that you or a representative be present to speak on behalf of your appeal.

If you have any questions, please feel free to contact me.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)





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190 KB

Zimbra

kargust@kenosha.org

Charter order Appeal

From : Mark Melotik
<Mark.Melotik@kenoshacounty.org>

Wed, Aug 03, 2016 10:47 AM

■ 3 attachments

Subject : Charter order Appeal
To : kargust@kenosha.org

Hi Karen,

Here's the file for the two appeals on cleanups. Please let me know if you have any questions.

Mark Melotik REHS/RS
Environmental Manager
Kenosha County Division of Health
Mark.melotik@kenoshacounty.org
Office: (262)605-6745
Fax: (262)605-6715



image001.jpg
2 KB

■ **Dean scales appeal2016.pdf**
896 KB

■ **Guadalupe Roginski appeal 2016.pdf**
2 MB



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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

Trash & Debris Special Assessment

Date: 04-19-2016

Parcel No. : 06-123-07-452-011

Owner's Name: Esequiel and Guadalupe Roginski

Cleanup Date: 04-07-2016

Address: 1103 83rd Street

Invoice #: 8449

Invoice Date: 04-11-2016

Contractor: J. Malsack / Crown Services, LLC

Mail Cost: NA

Publication Cost: NA

Cleanup Cost: \$325.00

Administration Cost: \$75.00

Other Costs: NA

Total Cost: \$400.00

Notes/Comments:

This documentation of special assessment is e-mailed to:
Lisa Olley
Office Associate II
City of Kenosha
<mailto:lolley@kenosha.org>

Invoice

DATE: 4/11/16
 INVOICE #: 8449

BILL TO

KENOSHA COUNTY HEALTH DEPT.
 8600 SHERIDAN RD. SUITE 600
 KENOSHA, WI 53143

DUE DATE: 5/11/16
 P.O. NUMBER: MRS. WENDT

DESCRIPTION	AMOUNT
1103 83RD ST REMOVED CANS OF GARBAGE, BAGS OF GARBAGE, WOOD, FURNITURE, BEDDING, CLOTHING, LITTER AND MISC DEBRIS CLEANED 4/7/2016	325.00

Jorma Wendt
 5% 10 NET 30

Subtotal	325.00
5.5% Tax	
Total	325.00

Mat M... 4/14/16

Date 4-4-16 Compl. Name Anony, new Compl. Addr. _____

Compl. Phone _____ N/P

1103

Kenosha County Division of Health
Environmental Health Section - Complaint & Inspection Report

Addr. Of Complaint Next door to 1107-83 St Rec. No. _____

Contact person and/or where to gain entrance _____

Complaint obtained with promise of confidentiality: N Par. # _____

OCCUPANT:		OWNER:	
Name <u>Owner</u>	Unit _____	Name <u>Kochmer</u>	Unit <u>ROGINSKI</u>
Tel. # _____		Tel. # <u>NL</u>	

Compl. Code _____	Dist. _____	San _____	Viol. Code _____	Date _____	Res. Code _____	Date _____
-------------------	-------------	-----------	------------------	------------	-----------------	------------

REMARKS: Call to make appt. _____ Pre-scheduled appt. time _____

(Comp. Taken by JK) Hours when home _____

Garbage on the front yard Friday

4/4/16 Inspected. No side walk - no parkway. Furniture, mattress^{3 (or)} and trash at curb. Review w/ Brad. Picture taken. Home appears vacant.

Due to large volume of organic waste / household garbage and location to curb a 24 hr was posted. 30 to 35 bags

04/05/16 Reviewed w/ Mark. No bulk scheduled. Reinspected. Debris remains. Called Mark - left message. Mark

04/06/16 Remains, plan for cleanup approved

04/07/16 Scheduled cleanup. Reinspected. Thru remains in yard @ curb. No bulk scheduled. Cleanup

DATE OF INSP 4/4/16 SANITARIAN JWend

Headata/Environmental Forms/Complaint & Inspection Report
04/07/16. Yard/curb cleaned-up. Pictures taken 4:15 PM.
Common Council Agenda Item M.3.

Property Details: 06-123-07-452-011



Municipality: City of Kenosha (241)
Parcel Number: 06-123-07-452-011
Property Address: 1103 83RD ST
Mail-To Address: ESEQUIEL & GUADALUPE ROGINSKI
 6900 78TH ST

Legal Name / KENOSHA, WI 53142
Ownership: ESEQUIEL J ROGINSKI & GUADALUPE
 ROGINSKI

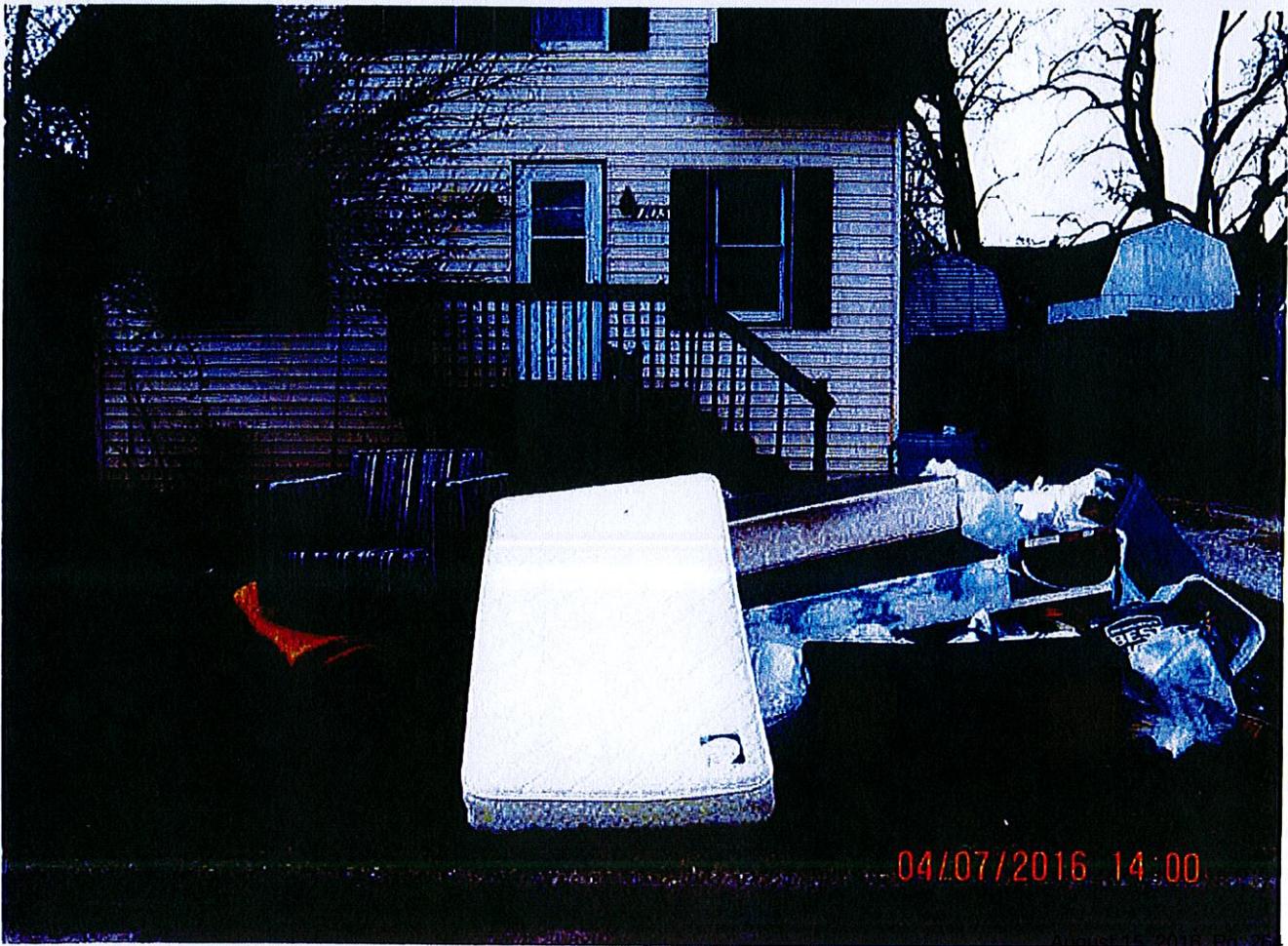
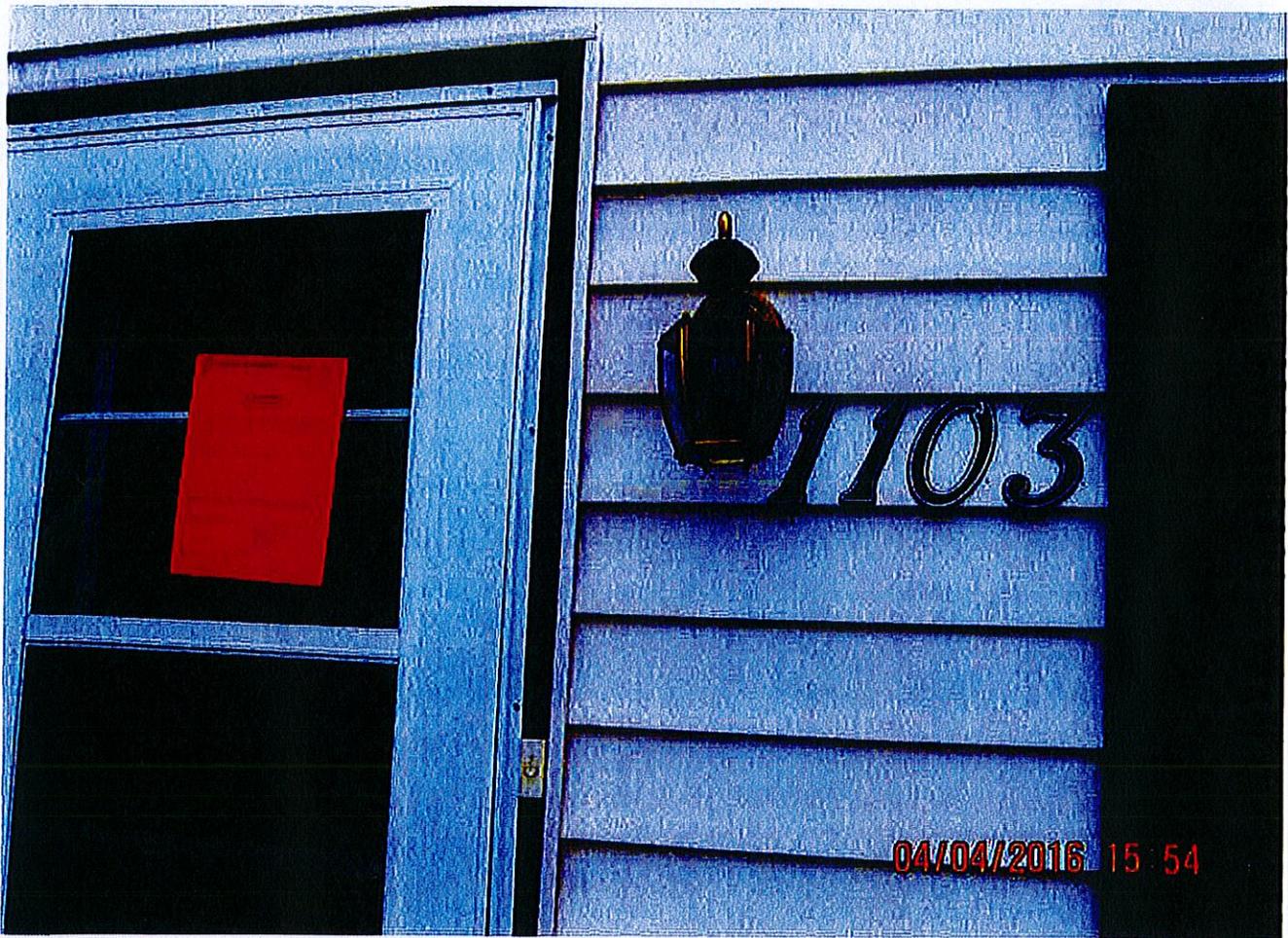
Land Information (approximate):

Frontage: 50
Depth: 139
Property Class: Residential
Total Acres: 0.16
Zoning: Please consult your local municipality
Septic:

Buildings	Assessments (5)	Taxes (5)	Sales (5)	Tax Districts	Land Types (1)	Legal
Building 1	Residential Type		Single Family Residential			
	Building Style		1 1/2 Story Old Style city			
	Year Built		1923			
	Exterior Wall		Vinyl			
	Square Feet (total)		875			
	Square Feet (1st floor)		583			
	Square Feet (2nd floor)		292			
	Basement		Full			
	Heat/Air		Basic			
	Fuel Type		Gas			
	Heating System		Warm Air			



Common Council Agenda Item M.3.





Common Council Agenda Item M.3.



Zimbra

kargust@kenosha.org

Fwd: Send data from CL5N 08/01/2016 14:18

From : Karen J. Argust
<kargust@kenosha.org>

Mon, Aug 01, 2016 03:25 PM

 2 attachments

Subject : Fwd: Send data from CL5N
08/01/2016 14:18

To : mark melotik
<mark.melotik@kenoshacounty.org>

Hi Mark:

Please see attached request for a review of a special assessment charge for trash and debris:

Guadalupe & Esequiel Roginski
~~6900-78th St.~~ 1103 - 83rd St.
Parcel 06-123-07-452-011
\$400.00

Please forward you written comments to me as soon as possible. I would like to place this item on the Finance and Common Council meeting agendas for Monday, August 15, 2016.

Thank you.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)

From: "Clerks Office Copier" <CL5N@kenosha.org>
To: "KAREN ARGUST" <kargust@kenosha.org>
Sent: Monday, August 1, 2016 2:18:54 PM
Subject: Send data from CL5N 08/01/2016 14:18

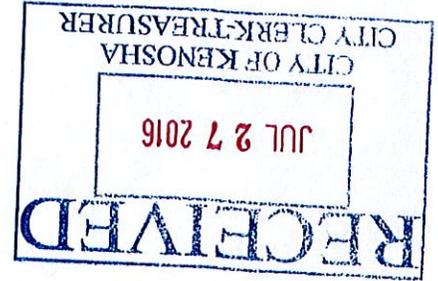
Scanned from CL5N
Date:08/01/2016 14:18
Pages:1
Resolution:200x200 DPI



DCI14001-KenoshaLogo_MECH_RGB_300DPI.jpg
190 KB

 **DOC080116-08012016141850.pdf**
430 KB

SPECIAL ASSESSMENT/CHARGE
 REQUEST FOR REVIEW
 CITY CLERK TREASURER
 625 52nd STREET, ROOM 105
 KENOSHA, WI 53140
 262-653-4020 cityclerk@kenosha.org



Date July 27th, 2016

Your Name Guadalupe Roginski

Your Phone Number (773) 746-7891 Email guaroginski@gmail.com

Your Address 6900 78th st., Kenosha, WI 53142
(Address/City/State/Zip)

City of Kenosha Property Address 1103 83rd st., Kenosha, WI

City of Kenosha Property Parcel Number 06-123-07-452-011

Type of Special Assessment/Charge

<input type="checkbox"/>	Board-up fee
<input type="checkbox"/>	Reinspection fee
<input type="checkbox"/>	Penalty fee
<input type="checkbox"/>	Sidewalk
<input type="checkbox"/>	Snow removal
<input checked="" type="checkbox"/>	Trash & Debris removal
<input type="checkbox"/>	Other

Amount \$ 400.00

How were you made aware of the special assessment/charge? Received bill by mail

Have you contacted any City department? If so, when (date) and who did you speak with?
Yes, multiple times prior to July 12th, Received return phone call by Mark Militek of County of Division of Health

Provide an explanation as to why the special assessment/charge should be reviewed and specify the adjustment amount you are requesting:

Was never contacted or informed by City that there was an issue, This is a rental property and I am the owner. Had I been reached out to, contacted, or informed of the problem, I would have ~~dealt~~ dealt with the matter accordingly.

(Signature)

Thank You.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 14

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 07/16/16 through 07/31/16 and have approved the disbursement as follows:

1. Checks numbered from 160048 through 160425 as shown on attached listing consisting of:

a.	Debt Service	<u>-0-</u>
b.	Investments	<u>-0-</u>
c.	All Other Disbursements	<u>2,933,411.49</u>
SUBTOTAL		<u>2,933,411.49</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,336,193.62

TOTAL DISBURSEMENTS APPROVED 4,269,605.11

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

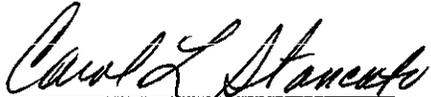
Patrick Juliana

Scott Gordon

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,



Director of Finance

August 15, 2016 Pg. 270

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #14

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 08/04/16

Prepared By: No

Reviewed By: 

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160048	7/20	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	06/16 PARTS/MATERLS 06/16 PARTS/MATERLS CHECK TOTAL	267.53 184.13 451.66
160049	7/20	CHESTER ELECTRONICS SUPPLY	110-03-53109-375-000	06/16 ST-PARTS/MTRLS	25.00
160050	7/20	VIKING ELECTRIC SUPPLY	110-03-53109-361-000	06/16 ST-ELECTRICAL	116.27
160051	7/20	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000 110-02-52203-231-000 110-02-52103-231-000 110-02-52103-231-000	7-12/16 RADIO MAINT 7-12/16 MAINT CONTR 7-12/16 M/ACOM P25 R 7-12/16 M/ACOM BASE CHECK TOTAL	3,930.00 2,202.00 810.00 630.00 7,572.00
160052	7/20	ICMA RETIREMENT TRUST	110-00-21572-000-000 110-00-21599-000-000 110-00-21524-000-000	07/01-15/16 CONTRIB 7/01-15/16 CONTRIB 07/01-15/16 CONTRIB CHECK TOTAL	60,186.38 11,487.64 410.00 72,084.02
160053	7/20	INTERSTATE ELECTRIC SUPPLY	110-03-53109-374-000 110-03-53109-374-000 110-03-53109-374-000 110-03-53109-374-000 110-03-53109-374-000	06/16 ST-ELECTRICAL 06/16 ST-ELECTRICAL 06/16 ST-ELECTRICAL 06/16 ST-ELECTRICAL 06/16 ST-ELECTRICAL CHECK TOTAL	137.50 83.25 26.70 13.35 113.50CR 147.30
160054	7/20	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	07/08/16 CITY HRLY 07/08/16 WATER HRLY 07/08/16 MUSEUM HRLY CHECK TOTAL	8,389.00 3,100.62 15.00 11,504.62
160055	7/20	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	2ND QTR RETAINER	1,250.00
160056	7/20	KENOSHA NEWS	110-01-50101-321-000 110-01-51601-321-000 110-01-50101-321-000 110-00-21104-000-000 110-00-21104-000-000 110-00-21104-000-000 110-00-21104-000-000	5/16/16 CC MINUTES 06/16 CD-NO SIG IMP 06/16 2ND READ ORDS 06/16 KEN PERFM ART 06/16 MANNY'S LICNS 06/16 FLYING FISH 06/16 QUALITY FOOD CHECK TOTAL	663.63 83.40 24.44 23.54 23.54 21.93 21.93 862.41

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
160057	7/20	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	08/16 PREMIUM	13,346.41			
			110-09-56304-156-000	08/16 PREMIUM	6,646.41			
			110-00-15601-000-000	08/16 PREMIUM	1,680.59			
			110-00-15201-000-000	08/16 PREMIUM	915.12			
			520-09-50101-156-000	08/16 PREMIUM	432.12			
			110-00-15202-000-000	08/16 PREMIUM	368.51			
			631-09-50101-156-000	08/16 PREMIUM	193.39			
			110-00-14401-000-000	08/16 PREMIUM	111.53			
			632-09-50101-156-000	08/16 PREMIUM	104.60			
			520-09-50105-156-000	08/16 PREMIUM	79.92			
			521-09-50101-156-000	08/16 PREMIUM	79.06			
			520-09-50201-156-000	08/16 PREMIUM	55.76			
			520-09-50301-156-000	08/16 PREMIUM	42.26			
			630-09-50101-156-000	08/16 PREMIUM	35.52			
			501-09-50101-156-000	08/16 PREMIUM	31.68			
			520-09-50401-156-000	08/16 PREMIUM	29.99			
			520-09-50403-156-000	08/16 PREMIUM	27.61			
			501-09-50103-156-000	08/16 PREMIUM	7.87			
					 CHECK TOTAL		24,188.35
			160058	7/20	BADGER TRUCK CENTER	630-09-50101-393-000	06/16 #3006 PARTS	94.38
160059	7/20	FIRST SUPPLY CO.	524-05-50101-344-000	PIPE	650.00			
			524-05-50101-344-000	COUPLING	214.20			
				..... CHECK TOTAL	864.20		
160060	7/20	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	06/16 CE-TIRES/SRVC	6,078.86			
			206-02-52205-344-000	06/16 FD-TIRES/SRVC	109.13			
				..... CHECK TOTAL	6,187.99		
160061	7/20	SHOPKO STORES	110-02-52203-382-000	06/16 FD#5 MERCHANDI	85.78			
160062	7/20	KENOSHA COUNTY INTERFAITH	288-06-50610-259-000	#5943642 SUBGR AGMT	1,871.00			
160063	7/20	KENOSHA WATER UTILITY	110-05-55109-223-000	07/16 #2 WATER/STRM	3,160.16			
			110-03-53103-224-000	07/16 #2 WATER/STRM	2,318.38			
			110-05-55109-224-000	07/16 #2 WATER/STRM	1,665.15			
			520-09-50301-223-000	07/16 #2 WATER/STRM	1,008.50			
			520-09-50301-224-000	07/16 #2 WATER/STRM	891.16			
			110-02-52203-224-000	07/16 #2 WATER/STRM	573.29			
			110-03-53116-223-000	07/16 #5 WATER/STRM	547.10			
			521-09-50101-224-000	07/16 #5 WATER/STRM	446.00			
			110-05-55109-224-000	07/16 #2 WATER/STRM	418.18			
			110-01-51801-223-000	07/16 #4 WATER/STRM	344.24			
			110-05-55102-224-000	07/16 #2 WATER/STRM	324.88			
			110-02-52203-223-000	07/16 #2 WATER/STRM	324.78			
			110-01-51802-223-000	07/16 2210 52 ST	319.12			
			521-09-50101-224-000	07/16 #2 WATER/STRM	193.62			
			110-01-51801-224-000	07/16 #4 WATER/STRM	175.20			

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-224-000	07/16 #5 WATER/STRM	118.00
			110-02-52203-224-000	07/16 #5 WATER/STRM	92.00
			632-09-50101-224-000	07/16 #2 WATER/STRM	78.21
			110-03-53116-224-000	07/16 #5 WATER/STRM	72.00
			632-09-50101-224-000	07/16 #5 WATER/STRM	46.00
			110-05-55102-224-000	07/16 #5 WATER/STRM	46.00
			110-03-53103-224-000	07/16 #5 WATER/STRM	46.00
			110-05-55103-224-000	07/16 #2 WATER/STRM	32.16
			110-05-55109-223-000	07/16 #5 WATER/STRM	12.24
			110-01-51802-224-000	07/16 2210 52 ST	6.18
				..... CHECK TOTAL	13,258.55
160064	7/20	KENOSHA WATER UTILITY	521-09-50101-223-000	03/31-05/31/16 SWU	17,170.97
			521-00-13112-000-000	03/31-05/31/16 SWU	6,009.08
			110-03-53103-223-000	03/31-05/31/16 SWU	2,999.94
			110-05-55109-223-000	03/31-05/31/16 SWU	2,919.84
			521-09-50101-223-000	03/31-05/31/16 SWU	400.08
			461-11-51501-581-000	03/31-05/31/16 SWU	263.72
			205-03-53119-223-000	4071 88TH AVE	234.17
			463-11-51101-589-000	03/31-05/31/16 SWU	66.70
			110-01-51802-223-000	4710 47TH AVE	57.18
			110-01-51802-223-000	47TH AVE	45.12
			110-01-51802-223-000	3604 67TH ST	42.94
			110-01-51802-223-000	4722 47TH AVE	36.36
			520-09-50301-223-000	03/31-05/31/16 SWU	4.58
				..... CHECK TOTAL	30,250.68
160065	7/20	WELDCRAFT, INC.	630-09-50101-393-000	06/16 CE-WELDING SRV	51.76
160066	7/20	REINDERS INC.	110-05-55109-344-000	06/16 PA-PARTS/SERVI	172.99
			521-09-50101-344-000	06/16 AR-PARTS/SERVI	118.02
			110-05-55109-344-000	06/16 PA-PARTS/SERVI	74.37
				..... CHECK TOTAL	365.38
160067	7/20	AMERICAN BOTTLING CO.	524-05-50101-397-000	06/16 SOFT DRINKS	204.44
			524-05-50101-397-000	06/16 SOFT DRINKS	187.25
				..... CHECK TOTAL	391.69
160068	7/20	KENOSHA WATER UTILITY	227-09-50101-219-000	5/12-6/8 GW O & M	1,071.35
			227-09-50101-219-000	2/4-3/9 GW O & M	902.47
			227-09-50101-219-000	3/9-4/5 GW O & M	639.29
				..... CHECK TOTAL	2,613.11

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160069	7/20	THELEN MATERIALS	110-05-55102-354-000 110-05-55102-354-000	06/16 BASEBALL MIX 05/16 BASEBALL MIX CHECK TOTAL	1,075.00 519.23 1,594.23
160070	7/20	WISCONSIN FUEL & HEATING	630-09-50101-391-000	06/16 CE-UNLEADED	14,631.30
160071	7/20	CARRICO AQUATIC RESOURCES	110-05-55111-219-000 110-05-55111-219-000 110-05-55111-219-000	2 OF 4 MGMT-ANDERSN 2 OF 4 MGMT-WASHINGT 2 OF 4 MGMT-SPLASHPD CHECK TOTAL	3,440.15 2,645.48 176.12 6,261.75
160072	7/20	DOVER FLAG & MAP	630-09-50101-393-000	US FLAGS	1,155.00
160073	7/20	BATTERIES PLUS LLC	110-03-53103-385-000	06/16 ST-BATTERIES &	117.00
160074	7/20	CISCO DISTRIBUTING	110-03-53109-374-000 110-03-53109-374-000	STREET LIGHT POLES STREET LIGHT POLES CHECK TOTAL	4,269.00 204.00 4,473.00
160075	7/20	OFFICEMAX	520-09-50106-311-000 110-01-51601-311-000 110-01-51601-311-000 110-01-51601-311-000 110-03-53116-311-000	06/16 TD #3434 OFC 06/16 CD #3437 OFC 06/16 CD #3436 OFC 06/16 CD #3436 OFC 06/16 WA #3435 OFC CHECK TOTAL	87.26 26.38 21.12 7.44 3.68 145.88
160076	7/20	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	06/16 MATERIALS	595.51
160077	7/20	DATA GRAPHICS, INC.	110-01-51101-311-000 110-01-51101-311-000	A/P CHECKS (LASER) FINANCE COPIES CHECK TOTAL	636.79 539.00 1,175.79
160078	7/20	ALUMINUM FENCE CORPORATION	110-05-55109-249-000	LATCHES	176.56
160079	7/20	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	STORM SEWER CASTINGS	13,547.58
160080	7/20	HOLLAND SUPPLY, INC.	520-09-50201-347-000 630-09-50101-393-000 630-09-50101-393-000 520-09-50201-347-000	06/16 TD-PARTS,HOSE 06/16 CE-FITTINGS 06/16 CE-FITTINGS 06/16 TD-PARTS,HOSE CHECK TOTAL	144.58 135.49 113.00 9.74 402.81

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160081	7/20	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000 630-09-50101-393-000	06/16 PARTS/SERVICE 06/16 #3094 PARTS/SE CHECK TOTAL	459.86 368.71 828.57
160082	7/20	AECOM TECHNICAL SERVICES INC	420-11-51310-589-000 496-11-50101-219-000 412-11-51603-219-000	2/25-4/8 R4R SUPPRT 3/5-4/8 KEP DOC 3/5-6/3 SURVEY CHECK TOTAL	1,410.24 750.38 364.07 2,524.69
160083	7/20	PACE ANALYTICAL	227-09-50101-219-000 227-09-50101-219-000 227-09-50101-219-000 227-09-50101-219-000 227-09-50101-219-000	5/19 LAB SERV 5/12 LAB SERV 4/29 LAB SERV 4/29 LAB SERV 4/29 LAB SERV CHECK TOTAL	3,300.00 472.00 472.00 472.00 472.00 5,188.00
160084	7/20	CICCHINI ASPHALT LLC	501-09-50105-219-000	06/16 ASPHALT INSTL	663.00
160085	7/20	LEE PLUMBING, INC.	521-09-50101-241-000 110-02-52203-246-000	06/16 AR-HVAC, PLUMB 06/16 FD#3 HVAC, PLUM CHECK TOTAL	1,085.00 199.00 1,284.00
160086	7/20	TUNDRA LODGE RESORT	632-09-50101-263-000	J GETKA 9/5-7/16	164.00
160087	7/20	CUMMINS NPOWER, LLC	520-09-50201-344-000	ECM CALIBRATIONS	3,492.00
160088	7/20	HEALTHSTAT	611-09-50101-155-504 611-09-50101-155-504 611-09-50101-155-504 611-09-50101-155-504 611-09-50101-155-504 611-09-50101-155-504 611-09-50101-155-504	06/16 MID LVL PROV 06/16 PROG ADMN FEE 06/16 REF LAB FEES 06/16 MED OFC ASST 06/16 MED SUPPLIES 05/16 BANK FEES 5/31-6/23 CO PAYS CHECK TOTAL	13,792.60 11,599.04 6,155.19 5,145.44 1,238.45 45.34 420.00CR 37,556.06
160089	7/20	CONSERV FS, INC.	110-03-53103-353-000 110-03-53103-353-000	HERBICIDE HERBICIDE CHECK TOTAL	1,632.15 1,320.00 2,952.15
160090	7/20	HENRY SCHEIN	110-02-52203-318-000 206-02-52205-318-000 110-02-52203-318-000	06/16 MEDICAL SUPPLI 06/16 MEDICAL SUPPLI 06/16 MEDICAL SUPPLI CHECK TOTAL	409.96 273.45 238.78 922.19

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160091	7/20	ADVANCED DISPOSAL	205-03-53118-253-000	6/16 459.88 TONS	8,273.36
			205-03-53118-253-000	5/16 BACK HAULS	6,649.88
			205-00-46397-000-000	5/16 REBATE	6,397.93CR
				..... CHECK TOTAL	8,525.31
160092	7/20	MALSACK, J	110-09-56501-259-570	7/16 7800 75TH ST	600.59
			110-09-56501-259-570	7/16 5024 47TH AVE	435.86
			110-09-56501-259-570	7/16 6118 54TH AVE	404.18
			110-09-56501-259-570	7/16 1013 83RD ST	353.48
			110-09-56501-259-570	7/16 3213/15 45 ST	253.23
			110-09-56501-259-570	7/16 5507 23RD AVE	221.46
			110-09-56501-259-570	7/16 5210 58TH ST	168.27
			110-09-56501-259-570	7/16 1811 57TH ST	164.16
			110-09-56501-259-570	7/16 5503 23RD AVE	160.74
			110-09-56501-259-570	7/16 1214 61ST ST	142.93
			110-09-56501-259-570	7/16 8215 25TH AVE	140.27
			110-09-56501-259-570	7/16 2114 52ND ST	124.69
			110-09-56501-259-570	7/16 2018 45TH ST	124.69
			110-09-56501-259-570	7/16 5507 22ND AVE	92.62
			110-09-56501-259-570	7/16 4410 73RD ST	53.06
				..... CHECK TOTAL	3,440.23
160093	7/20	CLEARCOM, INC.	405-11-51511-589-000	SURVEILANCE PROJECT	7,298.00
			405-11-51611-589-000	WI-FI CLEARCOM:8398	2,428.00
			405-11-51611-589-000	SURVEILANCE PROJECT	1,701.50
				..... CHECK TOTAL	11,427.50
160094	7/20	FIFTY STATES DIST.	110-02-52103-259-000	#16-05973 UNIT 638	16.91
160095	7/20	OSI ENVIRONMENTAL INC	521-09-50101-341-000	05/16 AR-RMVL SERVC	125.00
			110-03-53117-253-000	06/16 WA-RMVL SERVC	65.00
			110-03-53117-253-000	06/16 WA-RMVL SERVC	65.00
			110-03-53117-253-000	05/16 WA-RMVL SERVI	65.00
				..... CHECK TOTAL	320.00
160096	7/20	CDW-G	110-01-51102-539-000	02/16 DP-COMPUTER EQ	1,420.82
			110-01-51102-539-000	06/16 DP-COMPUTER EQ	508.08
			110-03-53116-363-000	02/16 DP-COMPUTER EQ	478.79
			110-03-53116-363-000	02/16 DP-COMPUTER EQ	100.64
			110-01-51102-539-000	06/16 DP-COMPUTER EQ	75.20
			520-09-50401-311-000	02/16 DP-COMPUTER EQ	51.10
			110-02-52206-362-000	06/16 COMPUTER EQPMT	49.28
				..... CHECK TOTAL	2,683.91

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160097	7/20	FOSTER COACH SALES, INC.	206-02-52205-344-000	06/16 REPAIR PARTS	257.13
160098	7/20	STAPLES	110-02-52102-365-000 110-01-51101-311-000	FILE CABINET 06/16 FN-MISC OFFICE CHECK TOTAL	359.98 37.01 396.99
160099	7/20	GLEASON REDI-MIX	501-09-50105-355-000	06/16 CONCRETE MTRLS	400.00
160100	7/20	WAUSAU EQUIPMENT CO.	110-03-53107-344-000	PLOW MOUNT	3,424.00
160101	7/20	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 520-09-50201-347-000	06/26 SHOP SUPPLIES 06/16 SHOP SUPPLIES CHECK TOTAL	377.34 207.93 585.27
160102	7/20	U-HAUL CORPORATE SALES	630-09-50101-393-000	06/16 PROVD PROPANE	57.17
160103	7/20	STATE BAR OF WISCONSIN	110-01-50301-322-000	06/16 LEGAL PUBLICTN	198.17
160104	7/20	MENARDS (KENOSHA)	110-05-55109-246-000 110-05-55109-246-000 461-11-51501-581-000 110-05-55109-344-000 110-05-55109-344-000 461-11-51501-581-000 110-05-55109-344-000 110-05-55109-344-000	06/16 PA-MERCHANDISE 06/16 PA-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 PA-MERCHANDISE 06/16 PA-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 PA-MERCHANDISE 05/16 PA-MERCHANDISE CHECK TOTAL	471.49 471.49 349.90 254.30 65.87 47.98 47.76 28.09 1,736.88
160105	7/20	DYNAMIC RECYCLING, INC	205-03-53118-253-000 205-03-53118-253-000	05/16 ELECTRONIC REC 06/16 ELECTRONIC REC CHECK TOTAL	1,972.45 1,960.30 3,932.75
160106	7/20	HABITAT FOR HUMANITY	217-06-51621-259-000 217-06-51621-259-000	#5944043 REQ #3 #5944042 REQ #4 CHECK TOTAL	40,456.80 6,835.39 47,292.19
160107	7/20	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	3-5/16 FINLEY	4,561.20
160108	7/20	SOLUTRAN, INC	611-09-50101-155-000	08/16 ADMN FEE	365.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160109	7/20	MOTION INDUSTRIES	630-09-50101-393-000	06/16 #2921 MERCHAND	51.67
160110	7/20	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	ALARM CHARGES	448.20
160111	7/20	KENOSHA COUNTY	110-09-56501-259-567	RES 71-16 CLEAN UPS	2,634.87
160112	7/20	HENRICKSEN & CO. INC.	110-02-52101-235-000	DESK LOCK REPLACMNT	5.49
160113	7/20	WIS DEPT OF TRANS-TV RP UNIT	110-02-52103-257-000	REPLENISH ACCT BAL	5,000.00
160114	7/20	NATIONAL ELEVATOR INSP SVS	520-09-50202-246-000	METRA INSPECTION	89.00
160115	7/20	URBAN LEAGUE OF RACINE AND	288-06-50602-259-000	#5943657 SUBGR AGMT	911.91
160116	7/20	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	06/16 SPRINGBROOK	113.06
			110-03-53103-223-000	06/16 80TH ST	70.93
			110-03-53103-223-000	06/16 80TH ST (8)	16.93
				..... CHECK TOTAL	200.92
160117	7/20	IAFF/NATIONWIDE	110-00-21574-000-000	07/01-15/16 CONTRIB	18,986.89
160118	7/20	DOUBLE D CONSTRUCTION INC	217-06-51613-259-000	#5943135 REPAIRS	1,420.00
			758-09-51607-259-000	REPAIR WORK	1,290.00
			210-06-51621-259-000	GENERAL REPAIRS	1,030.00
			217-06-51611-259-000	#5943152 REPAIRS	760.00
			217-06-51602-259-000	#5943146 REPAIRS	55.00
				..... CHECK TOTAL	4,555.00
160119	7/20	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	07/01-15/16 CONTRIB	7,937.39
			110-00-21539-000-000	07/01-15/16 CONTRIB	685.00
				..... CHECK TOTAL	8,622.39
160120	7/20	AURORA HEALTH CARE	110-01-51303-216-000	06/16 SCREENS	207.00
			110-00-15201-000-000	06/16 SCREENS	69.00
			520-09-50101-216-000	06/16 SCREENS	44.00
				..... CHECK TOTAL	320.00
160121	7/20	RE/MAX ELITE TRUST ACCT.	461-11-51501-581-000	ACQ 3004 60TH ST	1,000.00
160122	7/20	EWALD, BOB	402-11-51504-586-000	SIDEWALK REPAIR	350.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160123	7/20	STEIGERWALD, KAREN	110-00-46394-000-000	APPLIANCE STICKER	15.00
160124	7/20	HAMILTON, WILLIE	110-02-52103-263-000	7/7-8/16 WINNEBAGO	12.00
160125	7/20	KUKOWSKI, ERIC	110-02-52103-341-000	6/27-7/1 APPLETON	20.00
160126	7/20	SHESEY, RUSTEN	110-02-52103-263-000	7/7-8/16 WINNEBAGO	12.00
160127	7/20	COLLINS, BRYAN	631-09-50101-261-000 501-09-50103-261-000	5/31-6/24 121 MILES 5/31-6/24 121 MILES CHECK TOTAL	60.48 4.86 65.34
160128	7/20	ZIGNER, KATELYN	501-09-50103-261-000	6/3-7/1 144 MILES	77.76
160129	7/22	CROWN TROPHY OF KENOSHA	524-05-50101-398-000	06/16 TROPHIES/PLAQU	208.20
160130	7/22	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	06/16 5130 4TH AVE 6/16 5000 24TH AVE 06/16 2118 53RD ST 06/16 HERITAGE HOUSE CHECK TOTAL	548.00 250.00 176.00 176.00 1,150.00
160131	7/22	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	06/16 PARTS/MATERLS 06/16 PARTS/MATERLS 06/16 #2885 PARTS 06/16 PARTS/MATERLS 06/16 PARTS/MATERLS CHECK TOTAL	366.09 119.86 77.56 71.73 44.49 679.73
160132	7/22	HWY C SERVICE	630-09-50101-393-000 501-09-50105-344-000 501-09-50105-385-000 501-09-50105-344-000 110-03-53113-389-000 501-09-50105-385-000 501-09-50105-235-000	06/16 CE #3291 SERV 06/16 SW-SERV/PARTS 06/16 SW-PARTS/SERVI 06/16 SW-PARTS/SERVI 06/16 SW-PARTS/SERVI 06/16 SW-PARTS/SERVI 06/16 SW-PARTS/SERVI CHECK TOTAL	1,449.86 448.10 302.00 276.00 214.60 151.00 33.62 2,875.18
160133	7/22	INTERSTATE ELECTRIC SUPPLY	405-11-51511-589-000 405-11-51511-589-000 405-11-51511-589-000 405-11-51511-589-000 405-11-51511-589-000	LINCOLN PARK CAMERA LINCOLN PARK CAMERA ELECTRIC COVER COMMUNICATION COVER HARDWARE KIT CHECK TOTAL	961.13 491.22 368.64 122.88 42.52 1,986.39

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160134	7/22	KRANZ, INC.	630-09-50101-393-000	06/16 MATERIAL/PROD	430.44
160135	7/22	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	06/16 CE #2505 MTRLS	351.92
160136	7/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	07/22/16 CITY HRLY	8,419.00
			110-00-21562-000-000	07/22/16 WATER HRLY	3,166.62
			110-00-21562-000-000	07/22/16 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,600.62
160137	7/22	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/2-31/16 FITZGERALD	5,231.38
160138	7/22	KENOSHA NEWS	110-01-50101-321-000	06/16 CD-ZONE ORD	71.40
160139	7/22	M A TRUCK PARTS	520-09-50201-347-000	06/16 TD-REPAIR PRT	419.68
160140	7/22	FIRST SUPPLY CO.	110-05-55109-344-000	05/16 PA-SUPPLIES	36.59
			110-05-55109-235-000	06/16 PA-SUPPLIES	31.79
			521-09-50101-344-000	06/16 AR-SUPPLIES	7.69
				..... CHECK TOTAL	76.07
160141	7/22	SHOPKO STORES	110-02-52203-382-000	06/16 FD-MERCHANDISE	170.19
160142	7/22	WIS DEPT OF REVENUE	110-00-21512-000-000	07/01-15/16 DEDUCTS	120,168.60
160143	7/22	WE ENERGIES	110-01-51801-221-000	#26 06/02-07/01	6,201.50
			520-09-50301-221-000	#26 06/03-07/05	4,099.07
			520-09-50401-221-000	#26 06/01-06/29	2,336.62
			110-05-55111-221-000	#26 06/02-07/01	1,920.14
			521-09-50101-221-000	#26 06/05-07/05	1,365.57
			110-02-52203-221-000	#26 05/31-06/29	1,332.06
			521-09-50101-221-000	#26 06/06-07/05	1,222.79
			110-05-55109-221-000	#26 06/01-06/29	1,122.59
			110-03-53103-221-000	#26 05/27-06/29	984.34
			110-03-53109-221-000	#26 06/01-06/30	904.94
			110-02-52203-221-000	#26 06/05-07/05	851.22
			110-03-53109-221-000	#26 06/02-07/04	805.12
			521-09-50101-221-000	#26 06/03-07/05	789.13
			110-01-51802-221-000	#26 912 35TH ST	742.34
			110-03-53109-221-000	#26 06/05-07/05	547.32
			110-03-53109-221-000	#26 06/06-07/06	515.96
			110-03-53109-221-000	#26 05/31-06/29	290.81
			110-03-53109-221-000	#26 05/09-06/08	270.50
			110-05-55111-221-000	#26 06/01-06/30	242.36
			110-01-51801-222-000	#26 06/01-06/30	224.99
			110-05-55109-221-000	#26 06/01-06/30	156.49
			110-02-52110-221-000	#26 06/01-06/30	146.10
			110-03-53103-221-000	#26 05/31-06/29	128.83
			110-02-52203-222-000	#26 05/26-06/29	114.70
			110-03-53103-222-000	#26 05/31-06/29	104.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			521-09-50101-221-000	#26 05/04-/07/05	99.37
			633-09-50101-222-000	#26 05/31-06/29	74.32
			110-05-55109-221-000	#26 05/17-06/16	69.19
			521-09-50101-222-000	#26 06/05-07/05	52.38
			110-05-55109-221-000	#26 06/06-07/06	50.55
			110-05-55111-222-000	#26 06/01-06/30	50.46
			110-02-52203-222-000	#26 06/01-06/30	50.30
			632-09-50101-222-000	#26 05/31-06/30	34.34
			110-03-53116-222-000	#26 06/01-06/30	30.80
			110-05-55109-222-000	#26 05/31-06/29	25.33
			520-09-50401-222-000	#26 05/30-06/28	24.65
			110-05-55102-221-000	#26 06/02-07/04	20.86
			110-02-52203-222-000	#26 05/31-06/29	19.61
			110-03-53103-221-000	#26 06/01-06/30	18.26
			110-01-51802-221-000	#26 2210 52ND ST	17.60
			110-03-53109-221-000	#26 05/10-06/09	16.25
			110-02-52110-222-000	#26 06/01-06/30	12.82
			110-02-52103-222-000	#26 06/06-07/06	9.90
				..... CHECK TOTAL	28,096.88
160144	7/22	LEITCH PRINTING CORP.	110-01-51303-311-000	07/16 HR-LETTERHEAD	365.31
160145	7/22	PAYNE & DOLAN INC.	403-11-51202-588-000	6/16 AGGREGATE MTRL	8,870.11
			110-03-53103-355-000	06/16 ASPHALT MATRL	1,672.05
				..... CHECK TOTAL	10,542.16
160146	7/22	REINDERS INC.	110-05-55109-344-000	06/16 PA-PARTS/SERVI	401.91
160147	7/22	KENOSHA WATER UTILITY	461-11-51501-581-000	3/31-5/31/16 SWU	16.01
160148	7/22	WISCONSIN FUEL & HEATING	630-09-50101-392-000	06/16 CE-DIESEL FUEL	13,957.86
160149	7/22	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	06/16 PARTS/SERVICES	24.70
160150	7/22	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	06/16 SWEEPER PARTS	1,354.80
160151	7/22	BADGER PRESS, INC.	110-01-50101-311-000	06/16 AD-BUS CARDS	230.65
			110-01-51601-311-000	06/16 CD-BUS CARDS	209.68
			631-09-50101-311-000	06/16 EN-BUS CARDS	20.97
			 CHECK TOTAL	461.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160152	7/22	BECKER AWNING	110-02-52206-367-000	06/16 FD-REPAIRS	55.00
160153	7/22	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	3 OF 4 MGMT-ANDERSN	6,261.75
			110-05-55111-219-000	4 OF 4 MGMT-ANDERSN	3,440.15
			110-05-55111-219-000	4 OF 4 MGMT-WASHINGT	2,645.48
			110-05-55111-219-000	4 OF 4 MGMT-SPLASHPA	176.12
				..... CHECK TOTAL	12,523.50
160154	7/22	CHASE BANK KENOSHA	110-00-21513-000-000	07/22/16 HRLY DEDCT	24,255.05
			110-00-21612-000-000	07/22/16 HRLY DEDCT	11,942.19
			110-00-21511-000-000	07/22/16 HRLY DEDCT	11,942.18
			110-00-21614-000-000	07/22/16 HRLY DEDCT	3,694.21
			110-00-21514-000-000	07/22/16 HRLY DEDCT	3,694.18
				..... CHECK TOTAL	55,527.81
160155	7/22	ZILSKE LAW FIRM S C	110-09-56405-212-000	4/21/16 AULDS	310.00
			110-09-56405-212-000	4/27-30/16 PALMER	101.50
				..... CHECK TOTAL	411.50
160156	7/22	FEDEX	110-01-51306-312-000	06/16 LE-LTR OF CRD	50.27
160157	7/22	ALLIANCE FOR COMMUNITY MEDIA	761-09-50101-323-000	ANNUAL MEMEBERSHIP	250.00
160158	7/22	PAT'S SERVICES, INC.	110-05-55108-282-000	5/27-6/23 SOUTHPORT	140.00
			110-05-55108-282-000	5/17-6/23 HARBOR PK	140.00
			110-05-55108-282-000	5/27-6/23 SO. PIER	140.00
				..... CHECK TOTAL	420.00
160159	7/22	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	07/16 ARMORED CAR SE	340.34
160160	7/22	FORESTRY SUPPLIERS INC.	501-09-50106-344-000	SAW POLE	351.78
			501-09-50106-344-000	PRUNING SAW	255.34
				..... CHECK TOTAL	607.12
160161	7/22	HOLLAND SUPPLY, INC.	630-09-50101-393-000	06/16 CE-FITTINGS	562.24
			630-09-50101-393-000	06/16 CE-FITTINGS	234.32
			630-09-50101-393-000	06/16 CE-FITTINGS	27.66
			 CHECK TOTAL	824.22
160162	7/22	INTERSPIRO	110-02-52203-235-000	05/16 SCBA PARTS	835.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160163	7/22	ANDERSON PUMP & PROCESS	520-09-50201-344-000	REPAIR PUMP	556.22
160164	7/22	T-MOBILE	501-09-50103-226-000	6/8-7/7 WIRELESS CRD	42.19
160165	7/22	CONTINENTAL RESEARCH CORP	110-05-55109-246-000	GRAFFITI GONE	530.40
160166	7/22	HARRIS GOLF CARS	222-09-50101-295-000	25 GOLF CARS	1,175.00
160167	7/22	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	PREVENTATIVE MAINT.	440.00
160168	7/22	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000	5/7-6/3 SOIL REMED	13,001.39
			227-09-50101-219-000	5.7-6/3 SOIL REMED	12,022.65
			227-09-50101-219-000	5/7-6/3 WASTE CHAR	3,502.08
			227-09-50101-219-000	5/7-6/3 WASTE CHAR	3,011.94
			420-11-51402-583-000	5/7-6/3 ABANDON	243.54
				..... CHECK TOTAL	31,781.60
160169	7/22	SAM'S CLUB	524-05-50101-397-000	06/16 SUPPLIES/MERCH	1,618.04
			110-01-51801-241-000	PORTABLE A/C UNITS	895.80
				..... CHECK TOTAL	2,513.84
160170	7/22	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000	06/16 PARTS/SUPPLIES	198.42
160171	7/22	HARVARD BUSINESS REVIEW	206-02-52205-322-000	SUBSCRIPT RENEWAL	99.00
160172	7/22	MID-STATE EQUIPMENT	521-09-50101-344-000	06/16 AR-SERV/PARTS	115.80
160173	7/22	HENRY SCHEIN	206-02-52205-318-000	06/16 MEDICAL SUPPLI	45.09
160174	7/22	GFOA	110-01-51101-219-000	2015 CAFR AWARD FEE	580.00
160175	7/22	JENSEN TOWING	110-02-52103-219-000	06/16 16-083796 TOW	77.00
160176	7/22	ELECTRICAL CONTRACTORS, INC	405-11-51611-589-000	LINCOLN PARK CAMERAS	6,200.00
			110-05-55102-247-000	06/16 DIAMOND LTNG R	348.92
				..... CHECK TOTAL	6,548.92
160177	7/22	LETTERING MACHINE	110-02-52103-367-000	MOCK T-NECK	828.00
160178	7/22	NATIONAL ASSOC OF SCHOOL	110-02-52107-264-000	REG A GONZALES	495.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53107-389-000	06/16 ST-MERCHANDISE	28.74
			110-03-53103-389-000	06/16 ST-MERCHANDISE	28.44
			110-05-55109-344-000	06/16 PA-MERCHANDISE	27.96
			110-05-55109-344-000	06/16 PA-MERCHANDISE	27.68
			110-05-55109-361-000	05/16 PA-MERCHANDISE	25.08
			524-05-50101-344-000	06/16 PA-MERCHANDISE	22.07
			520-09-50401-246-000	06/16 TD-MERCHANDISE	19.98
			110-05-55109-357-000	06/16 PA-MERCHANDISE	18.39
			110-05-55109-344-000	06/16 PA-MERCHANDISE	9.87
			630-09-50101-393-000	06/16 CE #2896 MERCH	5.98
			501-09-50105-344-000	06/16 ST-RETURN MERC	8.99CR
			110-05-55109-344-000	06/16 PA-RETURN MERC	215.20CR
				..... CHECK TOTAL	2,566.68
160190	7/22	SKM, LLC	110-02-52203-344-000	06/16 MATERIALS	59.14
160191	7/22	ILLING COMPANY, INC.	110-05-55108-369-000	STEEL DRUM, 30 GAL	1,254.60
			110-05-55108-369-000	STEEL DRUM, 30 GAL	1,044.30
				..... CHECK TOTAL	2,298.90
160192	7/22	PLATINUM SYSTEMS	110-02-52101-219-000	TRACS SUPPORT	680.00
160193	7/22	PREMIUM WATERS, INC	761-09-50101-389-000	07/16 WATER COOLER	7.95
160194	7/22	COPPERNOLL MECHANICAL DESIGN	414-11-51502-583-000	K.F.D. 4 BOILER	3,060.00
160195	7/22	WIS SCTF	110-00-21581-000-000	07/22/16 HRLY DEDCT	1,552.76
160196	7/22	DF SUPPLY, INC.	110-05-55108-368-000	SAFETY FENCE	2,184.88
160197	7/22	FIELDS OUTDOOR ADVENTURES	110-02-52103-365-000	AMMUNITION	3,600.00
160198	7/22	HEIGHTS FINANCE	110-00-21581-000-000	07/22/16 G WALUS	157.90
160199	7/22	DEPT OF WORKFORCE DEVELOPMNT	110-09-56405-161-000	6/29/16 KISER	17.20
160200	7/22	MORBARK, LLC	501-09-50106-344-000	06/16 BLADE SHARPENI	44.45
160201	7/22	HALLMAN LINDSAY	110-05-55109-244-000	06/16 PAINT/PRODUCTS	55.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160202	7/22	SNAP-ON INDUSTRIAL	110-03-53103-389-000	06/16 TOOLS/REPAIR S	26.06
160203	7/22	GRAINGER	521-09-50101-353-000 521-09-50101-353-000	06/16 AR-MATERIALS 06/16 AR-MATERIALS CHECK TOTAL	492.48 492.48 984.96
160204	7/22	TIME WARNER CABLE	761-09-50101-233-000 761-09-50101-225-000	7/9-8/8 PHONE/RR 7/9-8/8 PHONE/RR CHECK TOTAL	69.97 60.75 130.72
160205	7/22	HAPPENINGS MAGAZINE	222-09-50101-291-000 222-09-50101-291-000	06/16 PARADE ADS 06/16 CEL AMERICA CHECK TOTAL	779.00 211.00 990.00
160206	7/22	MILWAUKEE SPRING AND	630-09-50101-393-000 630-09-50101-393-000	06/16 PARTS & LABOR 06/16 #2718 PARTS CHECK TOTAL	2,620.96 1,007.76 3,628.72
160207	7/22	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	BUS PARTS 06/16 BUS PARTS 06/16 BUS PARTS 06/16 BUS PARTS CHECK TOTAL	573.20 337.92 280.00 20.50 1,211.62
160208	7/22	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	6/14/16 TRAINING	700.00
160209	7/22	HASTINGS AIR ENERGY CONTROL	110-02-52203-241-000	06/16 PLYMOVENT REPA	154.95
160210	7/22	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	06/16 BUS PARTS	1,507.60
160211	7/22	LOU PERRINE'S	110-02-52203-341-000	ATV FUEL JULY 4TH	4.49
160212	7/22	RED THE UNIFORM TAILOR	110-02-52103-365-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000	06/16 PD-UNIFORMS 06/16 PD-UNIFORMS 06/16 PD-UNIFORMS 06/16 PD-UNIFORMS 06/16 FD-UNIFORMS 06/16 FD-UNIFORMS CHECK TOTAL	921.50 429.19 389.70 315.94 42.50 42.50 2,141.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160213	7/22	MINUTEMAN PRESS	110-02-52110-311-000	WHISTLES	1,383.27
160214	7/22	TOTAL ENERGY SYSTEMS, LLC	110-02-52103-231-000	ANNUAL MAINTENANCE	641.00
160215	7/22	CLARK DIETZ, INC	110-09-56506-413-000	SURVEY VELODROME TRK	1,000.00
160216	7/22	GREAT LAKES PATHOLOGISTS SC	110-09-56405-161-000	6/3/16 PERRINO	124.18
160217	7/22	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/20/16 CESARZ	318.60
160218	7/22	AURORA HEALTH CARE	110-09-56405-161-000	6/17/16 GLASS	372.30
160219	7/22	ADVANCED PAIN MANAGEMENT	110-09-56405-161-000	6/14/16 FITZGERALD	209.10
160220	7/22	EQUIAN LLC	110-09-56405-161-000	6/16 BILL REVIEW	4,736.17
160221	7/22	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000 520-09-50101-161-000 110-09-56405-161-000 110-09-56405-161-000	6/3/16 FINLEY 8/26/14 SCHMIDT 5/24/16 BARLETT 6/3/16 GLASS CHECK TOTAL	812.64 377.30 209.00 48.29 1,447.23
160222	7/22	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000 110-09-56405-161-000	6/3/16 KOPP 5/13/16 KOPP CHECK TOTAL	2,912.27 2,912.27 5,824.54
160223	7/22	WICK-NEITZEL, KATE E.	110-09-56405-161-000	6/13-7/8/16 GLASS	556.80
160224	7/22	PRECISION MEDICAL PRODUCTS	520-09-50101-161-000	2/2/15 SCHMIDT	945.01
160225	7/22	PT PROS COMP LLC	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	6/22/16 GLASS 6/17/16 GLASS 6/24/16 GLASS CHECK TOTAL	320.00 320.00 220.00 860.00
160226	7/22	CHASE	110-00-21106-000-000	2015 TAX-2918 14 PL	17.69
160227	7/22	FRIEDL, CHERYL	110-00-44106-000-000	ST OPENING PERMIT	50.00
160228	7/22	RAMOS, TERRA	110-00-21905-000-000	BEACH HOUSE 4/29/16	300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160229	7/22	BURETA, LYNN	110-00-46394-000-000	APPLIANCE STICKER	15.00
160230	7/22	REALANO, JUAN	110-00-46581-000-000 110-00-21905-000-000 110-00-46532-000-000	CANCEL BEACH HOUSE CANCEL BEACH HOUSE CANCEL BEACH HOUSE CHECK TOTAL	975.00 250.00 25.00 1,250.00
160231	7/22	SIEGEL, PATRICIA	110-00-44106-000-000	ST OPENING PERMIT	50.00
160232	7/22	JACKSON, C'MONE	110-00-46501-000-000	OVER CHG PARK RENTL	50.00
160233	7/22	REHAB MANAGEMENT SOLUTIONS	110-00-21106-000-000	2015 PP TAX OVERPAY	40.65
160234	7/22	MILLSAPS, NINA M.	110-01-51303-263-000	INTERVIEW PANEL EXP	69.35
160235	7/22	MISKINIS, DANIEL G.	110-02-52107-261-000	5/17-7/18 IPASS CHGS	120.00
160236	7/22	PIE, BRANDIE	110-02-52107-263-000	6/27-7/01 APPLETON	125.00
160237	7/22	KOZAK, JOSEPH L	110-02-52107-263-000	6/27-7/01 APPLETON	125.00
160238	7/22	KETTERHAGEN, STEVEN	110-01-51601-261-000	06/16 177 MILES	95.58
160239	7/22	GLASS, WALTER	110-09-56405-161-000	5/19/16 RX REIMB	69.48
160240	7/27	A & B/ARO LOCK	420-11-51302-583-000 110-05-55109-246-000 110-01-51801-389-000	06/16 MB-SUPL/SERV 07/16 PA-SUPL/SERV 06/16 MB-SUPL/SERV CHECK TOTAL	88.00 53.00 4.00 145.00
160241	7/27	ACE HARDWARE	110-05-55109-344-000 110-01-51801-361-000 110-05-55109-361-000 110-02-52203-246-000 110-03-53113-389-000 110-03-53107-389-000 110-03-53109-375-000 110-03-53103-357-000 110-05-55109-246-000 110-03-53109-361-000 110-02-52203-344-000 110-02-52203-382-000 110-03-53109-374-000	06/16 PA-MERCHANDISE 06/16 MB-MERCHANDISE 06/16 PA-MERCHANDISE 06/16 FD-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 PA-MERCHANDISE 06/16 ST-MERCHANDISE 06/16 FD-MERCHANDISE 06/16 FD-MERCHANDISE 06/16 ST-MERCHANDISE CHECK TOTAL	107.48 49.99 45.97 39.98 38.74 29.48 25.35 21.69 19.70 13.97 5.56 5.47 4.20 407.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160242	7/27	RNOW, INC.	630-09-50101-393-000	06/16 PARTS/MATERLS	339.73
			630-09-50101-393-000	06/16 PARTS/MATERLS	183.51
			630-09-50101-393-000	06/16 PARTS/MATERLS	134.27
			630-09-50101-393-000	06/16 PARTS/MATERLS	127.52
			630-09-50101-393-000	06/16 RETURN PARTS	320.86CR
				..... CHECK TOTAL	464.17
160243	7/27	HWY C SERVICE	630-09-50101-393-000	06/16 CE #3042 SRVC	1,980.62
			630-09-50101-393-000	06/16 CE-SRVC/PARTS	1,293.95
			630-09-50101-393-000	06/16 CE-SRVC/PARTS	834.58
			630-09-50101-393-000	06/16 CE-SERV/PARTS	723.84
			110-05-55109-344-000	06/16 PA-SERV/PARTS	54.75
			630-09-50101-393-000	06/16 CE #3094 PARTS	25.12
				..... CHECK TOTAL	4,912.86
160244	7/27	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	;06/16 PA-ELECTRICAL	328.01
			110-03-53109-375-000	06/16 ST-ELECTRICAL	131.70
			110-03-53109-374-000	06/16 ST-ELECTRICAL	83.00
			110-03-53109-374-000	06/16 ST-ELECTRICAL	49.00
			110-03-53109-375-000	06/16 ST-ELECTRICAL	38.80
			110-03-53109-375-000	06/16 ST-ELECTRICAL	33.50
			110-03-53109-374-000	06/16 ST-ELECTRICAL	24.50
				..... CHECK TOTAL	688.51
160245	7/27	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	06/16 DRUGS	397.80
160246	7/27	KENOSHA POPS BAND INC	222-09-50101-292-000	2016 DISBURSEMENT	33,000.00
160247	7/27	LANDMARK TITLE CORPORATION	110-09-56501-259-565	04/16 1214 61ST ST	50.00
160248	7/27	PALMEN BUICK	630-09-50101-393-000	06/16 CE-PARTS/MTRL	1,852.76
			110-02-52203-344-000	06/16 FD-PARTS/MTRL	231.84
			520-09-50201-347-000	06/16 TD-PARTS/MTRL	12.94
				..... CHECK TOTAL	2,097.54
160249	7/27	M A TRUCK PARTS	630-09-50101-393-000	06/16 CE-MATRL/SUPL	7,548.24
			110-02-52203-361-000	06/16 FD-MATRL/SUPL	1,824.53
			110-02-52203-344-000	06/16 FD-MATRL/SUPL	1,396.34
			206-02-52205-344-000	06/16 FD-MATRL/SUPL	63.62
			 CHECK TOTAL	10,832.73

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160250	7/27	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	06/16 TD-TIRE SERVC	2,311.19
160251	7/27	SHOPKO STORES	110-02-52204-383-000	06/16 FD-MERCHANDISE	260.41
160252	7/27	SIMPLEX GRINNELL	520-09-50201-249-000	HYDROTEST	1,100.00
160253	7/27	STATE OF WISCONSIN	110-00-21901-999-000	06/16 COURT COSTS	15,711.87
			110-00-21911-999-000	06/16 COURT COSTS	8,795.61
			110-00-45104-999-000	06/16 COURT COSTS	2,680.00
				..... CHECK TOTAL	27,187.48
160254	7/27	MURRAY & TRETTEL INC.	110-03-53107-219-000	7-12/16 CONSULTING S	1,362.50
160255	7/27	REINDERS INC.	110-05-55109-344-000	CHAMBER WINGS	1,092.91
			110-05-55109-344-000	TENSIONER,WATER PUMP	652.90
			110-05-55109-344-000	TENSIONER-KIT	650.53
			524-05-50101-344-000	06/16 PA-PARTS/SERVI	210.00
			521-09-50101-344-000	06/16 AR-PARTS/SRVC	109.53
			110-05-55109-344-000	06/16 PA-PARTS/SRVC	66.33
				..... CHECK TOTAL	2,782.20
160256	7/27	AMERICAN BOTTLING CO.	524-05-50101-397-000	07/12 SOFT DRINKS	125.59
160257	7/27	WEST GROUP	110-01-50301-322-000	06/16 ONLINE MATRLS	840.42
160258	7/27	DON'S AUTO PARTS	630-09-50101-393-000	06/16 CE #2505 PARTS	683.92
160259	7/27	AT&T	110-01-51801-227-000	7/07-8/06 CIRCUITS	292.00
			110-02-52108-225-000	7/07-8/06 CIRCUITS	54.50
			110-02-52110-227-000	7/07-8/06 CIRCUITS	35.00
			110-02-52103-227-000	7/07-8/06 CIRCUITS	35.00
			110-02-52103-227-000	7/07-8/06 CIRCUITS	35.00
				..... CHECK TOTAL	451.50
160260	7/27	LOWE'S	501-09-50105-344-000	06/16 ST-MERCHANDISE	317.36
			110-02-52203-353-000	06/16 FD-MERCHANDISE	314.04
			110-05-55109-344-000	06/16 PA-MERCHANDISE	206.67
			524-05-50101-353-000	06/16 PA-MERCHANDISE	140.28
			521-09-50101-353-000	06/16 AR-MERCHANDISE	56.94
			501-09-50105-361-000	06/16 ST-MERCHANDISE	37.94
			524-05-50101-244-000	06/16 PA-MERCHANDISE	35.84
			524-05-50101-344-000	06/16 PA-MERCHANDISE	28.38
			521-09-50101-341-000	06/16 AR-MERCHANDISE	16.13
			110-02-52203-246-000	06/16 FD-MERCHANDISE	15.67
			110-03-53103-361-000	06/16 ST-MERCHANDISE	12.33
			 CHECK TOTAL	1,181.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160261	7/27	WIS DEPT OF JUSTICE	110-01-51303-219-000	06/16 SERVICE	105.00
			520-09-50101-219-000	06/16 SERVICE	28.00
			110-00-15202-000-000	06/16 SERVICE	21.00
				..... CHECK TOTAL	154.00
160262	7/27	HOLLAND SUPPLY, INC.	630-09-50101-393-000	06/16 CE-FITTINGS	270.50
			501-09-50104-344-000	06/16 SW-FITTINGS	176.56
			630-09-50101-393-000	06/16 CE-FITTINGS	98.60
			206-02-52205-344-000	06/16 FD-FITTINGS	34.20
				..... CHECK TOTAL	579.86
160263	7/27	PITNEY BOWES GLOBAL FINANCE	110-01-51306-282-000	06/16 MACHINE LEASE/	386.59
160264	7/27	FIRST ADVANTAGE	110-01-51303-219-000	06/16 SERVICES	106.00
			110-00-15201-000-000	06/16 SERVICES	74.80
			520-09-50101-219-000	06/16 SERVICES	73.00
				..... CHECK TOTAL	253.80
160265	7/27	WIS DEPT OF SAFETY	110-01-51601-323-000	KETTERHAGEN-RENEWAL	82.00
160266	7/27	LEE PLUMBING, INC.	110-01-51801-241-000	06/16 MB-HVAC, PLUMB	278.00
160267	7/27	GENFARE	520-09-50201-347-000	6/16 FARE BOX PARTS	89.91
160268	7/27	LAKESIDE INTERNATIONAL TRUCK	520-09-50201-347-000	06/16 TD-BUS PARTS/M	2,401.02
			630-09-50101-393-000	06/16 CE-PARTS/MTRL	2,035.98
			206-02-52205-344-000	06/16 FD-PARTS/MTRL	561.81
			520-09-50201-341-000	06/16 TD-BUS PARTS/M	78.23
				..... CHECK TOTAL	5,077.04
160269	7/27	WASTE MANAGEMENT OF WI	110-03-53117-253-416	07/16 1294.07 TONS	33,231.72
			110-03-53117-253-416	07/16 WDNR TONNAGE F	16,822.91
			501-09-50105-253-000	07/16 150/93 TONS	3,875.88
			110-03-53117-253-417	07/16 12 PULLS	2,212.56
			110-03-53117-253-417	07/16 82.31 TONS	2,113.72
			501-09-50104-253-000	07/16 81.55 TONS	2,094.20
			501-09-50105-253-000	07/16 WDNR TONNAGE F	1,962.09
			110-03-53117-253-416	07/16 FUEL SURCHARGE	1,478.20
			110-03-53117-253-417	07/16 WDNR TONNAGE F	1,070.03
			501-09-50104-253-000	07/16 WDNR TONNAGE F	1,060.15
			110-03-53117-253-416	07/16 ENVIRO SURCHG	318.00
			110-03-53117-253-417	07/16 FUEL SURCHARGE	193.92
			501-09-50105-253-000	07/16 FUEL SURCHARGE	178.10
			501-09-50105-253-000	07/16 ENVIRO SURCHG	150.00
			501-09-50104-253-000	07/16 FUEL SURCHARGE	95.29
			110-03-53117-253-417	07/16 ENVIRO SURCHG	72.00
			501-09-50104-253-000	07/16 ENVIRO SURCHG	66.00
			 CHECK TOTAL	66,994.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160270	7/27	MALSACK, J	110-09-56501-259-570	7/16 7201 45TH AVE	242.25
			110-09-56501-259-570	7/16 3705 52ND ST	167.39
			110-09-56501-259-570	7/16 7611 28TH AVE	142.50
			110-09-56501-259-570	7/16 7104 37TH AVE	108.72
			110-09-56501-259-570	7/16 7603 28TH AVE	105.92
			110-09-56501-259-570	7/16 6106 23RD AVE	104.10
			110-09-56501-259-570	7/16 6626 19TH AVE	66.50
			110-09-56501-259-570	7/16 5027 17TH AVE	50.88
			110-09-56501-259-570	7/16 1926 63RD ST	49.40
			110-09-56501-259-570	7/16 2721 63RD ST	45.27
			110-09-56501-259-570	7/16 8004 22ND AVE	15.01
			110-09-56501-259-570	7/16 6119 23RD AVE	14.44
				..... CHECK TOTAL	1,112.38
160271	7/27	INSTY-PRINTS	110-05-55111-311-000	06/16 PA-POOL FORMS	136.50
160272	7/27	FIFTY STATES DIST.	110-02-52203-259-000	06/16 LAUNDRY SERVC	3,040.63
160273	7/27	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	7-9/16 ELEVATOR MNT	135.90
160274	7/27	APEX PRINT TECHNOLOGIES	110-01-51201-312-000	3RD INSTL TAX BILLS	2,814.96
			110-01-51201-311-000	3RD INSTL TAX BILLS	1,341.16
				..... CHECK TOTAL	4,156.12
160275	7/27	MOORE OIL COMPANY	520-09-50106-341-000	07/16 TD-LUBRICATES	840.00
160276	7/27	CDW-G	110-01-51102-539-000	06/16 COMPUTER EQPT	157.25
160277	7/27	ABLE DISTRIBUTING COMPANY	110-05-55109-246-000	06/16 PLUMBING SUPL	347.44
160278	7/27	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	05/16 PLOW PARTS/MAT	2,513.86
160279	7/27	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	06/16 ETHICS SERVC	119.00
160280	7/27	ULINE	110-05-55109-382-000	LYSOL	384.00
			110-05-55109-382-000	HAND SOAP	300.00
			110-05-55109-382-000	SOAP DISPENSER	184.00
			110-05-55109-382-000	PLASTIC DRUM PUMP	181.50
			110-05-55109-249-000	GOOF OFF	102.00
			110-05-55109-389-000	BARRICADE	89.60
			110-05-55109-389-000	SAFETY GLASSES	72.00
			110-05-55109-389-000	SAFETY GLASSES	72.00
			110-05-55109-389-000	NITRILE GLOVES	65.00
			110-05-55109-389-000	NITRILE GLOVES	65.00
			110-05-55109-389-000	NITRILE GLOVES	65.00
			 CHECK TOTAL	1,580.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160281	7/27	MENARDS (KENOSHA)	110-05-55109-361-000	06/16 PA-MERCHANDISE	106.38
			110-05-55109-249-000	06/16 PA-MERCHANDISE	73.91
			520-09-50201-249-000	06/16 TD-MISC MERCHA	50.00
			110-05-55102-361-000	06/16 PA-MERCHANDISE	43.86
			110-03-53103-389-000	06/16 ST-MERCHANDISE	38.87
			110-05-55109-244-000	06/16 PA-MERCHANDISE	34.74
			110-05-55109-344-000	06/16 PA-MERCHANDISE	26.99
			110-05-55109-246-000	06/16 PA-MERCHANDISE	26.99
			110-05-55109-344-000	06/16 PA-MERCHANDISE	24.96
				..... CHECK TOTAL	426.70
160282	7/27	DOCTORS OF LANDSCAPING	227-09-50101-249-000	06/16 GRASS CUTTING	4,400.00
160283	7/27	TOTAL CYCLERY	110-02-52103-344-000	7/16 538,603,626	136.90
160284	7/27	RED WING SHOE CO	110-05-55109-367-000	06/16 SAFETY BOOTS	200.00
160285	7/27	SKM, LLC	110-02-52203-344-000	06/16 MATERIALS	107.34
160286	7/27	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	6/16 BEER/SOFT DRNK	173.50
			524-05-50101-397-000	6/16 BEER/SOFT DRNK	82.25
				..... CHECK TOTAL	255.75
160287	7/27	ALLIED GLOVE CORPORATION &	110-03-53116-367-000	WIND BREAKERS	636.66
160288	7/27	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	06/16 FD#6 EXTINGSHR	37.90
			110-02-52203-389-000	06/16 FD#6 EXTINGSHR	29.20
			110-02-52103-389-000	06/16 PD-EXTINGSHR	21.45
				..... CHECK TOTAL	88.55
160289	7/27	BRAUN THYSSENKRUPP ELEVATOR	520-09-50202-246-000	07/16 ELEVATOR MNT	249.00
			520-09-50202-246-000	06/16 ELEVATOR MNT	243.00
				..... CHECK TOTAL	492.00
160290	7/27	TKK ELECTRONICS	110-02-52203-363-000	DOCKING STATION	456.00
160291	7/27	SUN LIFE FINANCIAL	611-09-50101-155-517	08/16 STOP LOSS	120,979.62
			611-09-50101-155-517	08/16 STOP LOSS AGG	6,462.08
			 CHECK TOTAL	127,441.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160292	7/27	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	06/16 AWARD/PLAQUES	277.02
160293	7/27	DOAN GROUP	110-09-56402-219-000 110-09-56402-219-000	SQD 3237 APPRAISAL SQD 3313 APPRAISAL CHECK TOTAL	150.00 150.00 300.00
160294	7/27	ANAYA'S AUTO REPAIR	630-09-50101-393-000	06/16 SE #2718 AUTO	136.94
160295	7/27	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-000-000	06/16 FESS COLLECT 06/16 FESS COLLECT 06/16 FESS COLLECT CHECK TOTAL	6,312.35 2,156.46 300.08 8,768.89
160296	7/27	GRAINGER	110-02-52203-344-000	06/16 FD-PARTS/MTRLS	145.78
160297	7/27	ARAMARK	110-01-51801-246-000 520-09-50201-246-000 110-03-53116-246-000 632-09-50101-246-000	06/16 MB-ENTRNC MAT 06/16 TD-ENTRNC MATS 06/16 WA-ENTRNC MAT 06/16 SE-ENTRNC MATS CHECK TOTAL	113.44 41.64 36.56 15.10 206.74
160298	7/27	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	06/16 SECURITY CHKS	68.00
160299	7/27	BUSCHE, JUDY LLC	110-01-50301-219-000 110-09-56501-259-565	06/16 PROCESS SERVC 05/16 PROCESS SERVC CHECK TOTAL	1,012.00 75.00 1,087.00
160300	7/27	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	06/16 BUS PARTS 06/16 BUS PARTS 06/16 BUS PARTS CHECK TOTAL	318.63 264.20 29.10 611.93
160301	7/27	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	06/16 CONSUMABL SPL	1,186.10
160302	7/27	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000 630-09-50101-393-000	06/16 #3045 REPAIR P 07/16 #3045 REPAIR P CHECK TOTAL	650.08 334.69 984.77
160303	7/27	FLANNERY FIRE PROTECTION INC	110-02-52203-246-000	SPRINKLER TEST-3,6,7	750.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160304	7/27	AIRGAS NORTH CENTRAL	520-09-50201-317-000	07/16 TD-INDSTL GAS	397.02
			206-02-52205-389-000	06/16 FD-OXYGEN CYL	134.26
			206-02-52205-344-000	06/16 FD-INDSTL GAS	67.20
			206-02-52205-389-000	06/16 FD-OXYGEN CYL	59.79
			206-02-52205-389-000	06/16 FD-INDSTL GAS	52.50
			206-02-52205-389-000	06/16 FD-OXYGEN CYL	52.16
			206-02-52205-389-000	06/16 FD-OXYGEN CYL	52.16
			206-02-52205-344-000	06/16 FD-INDSTL GAS	28.80
			520-09-50201-317-000	06/16 TD-INDSTL GAS	19.18
			110-03-53103-389-000	06/16 ST-INDSTL GAS	8.96
			206-02-52205-389-000	06/16 FD-OXYGEN CYL	8.40
				..... CHECK TOTAL	880.43
			160305	7/27	RED THE UNIFORM TAILOR
110-02-52103-367-000	06/16 PD-UNIFORMS	186.80			
110-02-52206-367-000	06/16 FD-UNIFORMS	168.90			
110-02-52206-367-000	06/16 FD-UNIFORMS	168.90			
110-02-52206-367-000	06/16 FD-UNIFORMS	164.90			
110-02-52206-367-000	06/16 FD-UNIFORMS	84.45			
110-02-52103-367-000	06/16 PD-UNIFORMS	64.75			
110-02-52103-367-000	06/16 PD-UNIFORMS	12.95			
	..... CHECK TOTAL	1,083.53			
160306	7/27	UNITED HEALTHCARE INSURANCE	611-09-50101-155-518	08/16 PREMIUM	35,832.14
			611-09-50101-155-519	08/16 PREMIUM	3,955.84
			611-09-50101-155-519	07/16 ADJUSTMENT	22.40CR
			611-09-50101-155-518	07/16 ADJUSTMENT	202.90CR
	..... CHECK TOTAL	39,562.68			
160307	7/27	AURORA HEALTH CARE	110-01-51303-216-000	06/16 SCREENS	1,475.00
			520-09-50101-216-000	06/16 SCREENS	333.00
			110-00-15202-000-000	06/16 SCREENS	90.00
			110-00-15601-000-000	06/16 SCREENS	30.00
	..... CHECK TOTAL	1,928.00			
160308	7/27	DEPT OF TREASURY	611-09-50101-155-000	07/27/16 SETTLEMENT	4,973.64
160309	7/27	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	06/16 SERVICES	2,392.50
160310	7/27	PARI MUTUEL FUNDING	110-09-56505-411-000	2014 ASSESSMNT STLMT	276,492.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160311	7/27	TERRY L CONSTANT TRUST ACCT	110-09-56404-719-000	DEWONNIA LEE INJURY	1,000.00
160312	7/27	SALAS, DEBRA	110-01-50401-263-000 110-01-50401-263-000	LUNCH FOR BOR 7/12 BREAKFAST BOR 7/12 CHECK TOTAL	52.74 10.16 62.90
160313	7/27	DECKER, JACK A	110-02-52103-263-000	06/24/16 WINNEBAGO	12.00
160314	7/27	KRUEGER, SCOTT	110-01-51303-144-000	SPRING TUITION 2016	453.60
160315	7/27	VANG, PA PHOUALA	110-01-51601-261-000	5/19-7/15 68 MILES	36.72
160316	7/27	MENGO, DALE	110-09-56405-166-000	08/16 PPD	1,395.33
160317	7/29	THE AFTERMARKET PARTS CO	520-09-50201-347-000	06/16 BUS PARTS	537.48
160318	7/29	KENOSHA JOINT SERVICES	110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52109-341-000 110-02-52103-341-000 110-02-52102-345-000 110-02-52101-341-000	06/16 PATRL FLT GAS 06/16 PATRL FLT MNT 06/16 DETCV FLT GAS 06/16 KDOG FLT GAS 06/16 MOTORCYCL GAS 06/16 DTCTV FLT MNT 06/16 ADMIN FLT GAS CHECK TOTAL	14,968.93 3,160.66 2,113.98 572.00 347.59 332.55 171.95 21,667.66
160319	7/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	07/29/16 CITY SAL 07/29/16 CITY HRLY 07/29/16 WATER SAL 07/29/16 LIBRARY SL 07/29/16 WATER HRLY 07/29/16 MUSEUM HRLY CHECK TOTAL	30,626.41 8,419.00 5,704.00 4,398.00 3,166.62 15.00 52,329.03
160320	7/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	07/29/16 CITY DEDCT	15.00
160321	7/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000	07/29/16 CITY HRLY 07/29/16 MUSEUM HRLY CHECK TOTAL	7.33 .42 7.75
160322	7/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/8/16 FISH	581.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160323	7/29	KENOSHA NEWS	110-01-50101-321-000	CC MINUTES 6/6/16	482.06
			209-09-51601-219-000	06/16 PETZKE-PLYGRD	128.40
			402-11-51507-585-000	06/16 PW-30TH AVE	115.86
			402-11-51501-585-000	06/16 PW #16-1013	113.58
			415-11-51401-583-000	06/16 NORTHSIDE LIBR	112.44
			402-11-51501-585-000	06/16 DOWNTWN LIGHT	112.44
			405-11-51617-589-000	06/16 ANDERSON PRK	111.30
			405-11-51617-589-000	06/16 ANDERSON PRK	111.30
			402-11-51501-585-000	06/16 2016 JT, CRACK	106.74
			405-11-51611-589-000	05/16 PW-NASH PARK	61.96
			402-11-51507-585-000	06/126 PW 16-1020	59.95
			110-00-21104-000-000	06/16 SHOPKO LIC.	23.54
			110-00-21104-000-000	06/16 MORAN FOODS	21.93
			110-00-21104-000-000	06/16 HOUSTONS BAR	21.93
			110-01-50101-321-000	06/16 1ST READ ORDS	17.08
	..... CHECK TOTAL	1,600.51			
160324	7/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	07/29/16 CITY SAL	84,157.00
			110-00-21563-000-000	07/29/16 WATER SAL	40.00
			..... CHECK TOTAL	84,197.00	
160325	7/29	M A TRUCK PARTS	110-05-55109-344-000	06/16 PA-MATRLS/SPL	65.25
160326	7/29	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	ROUND 2-3/8" POST	2,824.95
160327	7/29	WIS RETIREMENT SYSTEM	110-00-21625-000-000	06/16 PENSION	399,149.14
			110-00-21522-000-000	06/16 PENSION	275,974.33
			110-02-52203-153-000	06/16 PENSION	7,287.53
			110-00-21521-000-000	06/16 PENSION	6,050.00
			..... CHECK TOTAL	688,461.00	
160328	7/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	07/29/16 H TOLBERT	235.01
160329	7/29	PAYNE & DOLAN INC.	110-03-53103-355-000	06/16 ASPHALT MTRLS	1,461.60
			110-03-53103-355-000	06/16 ASPHALT MTRLS	921.26
			..... CHECK TOTAL	2,382.86	
160330	7/29	REINDERS INC.	110-05-55109-344-000	06/16 PA-PARTS/SRVC	180.08
			524-05-50101-344-000	06/16 PA-PARTS/SERV	121.80
			110-05-55109-344-000	06/16 PA-PARTS/SRVC	26.63
		 CHECK TOTAL	328.51	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160331	7/29	WEST GROUP	110-01-50301-322-000 110-01-50301-322-000	06/16 SUBSCRIPTIONS 07/16 SUBSCRIPTIONS CHECK TOTAL	280.82 201.60 482.42
160332	7/29	C.J.W., INC.	524-05-50101-397-000	07/16 CONSUMABLE MER	173.70
160333	7/29	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000	07/29/16 DEDUCTIONS 07/29/16 DEDUCTIONS 07/29/16 DEDUCTIONS 07/29/16 DEDUCTIONS 07/29/16 DEDUCTIONS CHECK TOTAL	240,503.65 90,787.35 90,787.25 28,973.35 28,973.35 480,024.95
160334	7/29	DREAMSCAPE LAWN CARE	633-09-50101-249-000 633-09-50101-249-000 633-09-50101-249-000	06/16 LAWN CARE 6/16 BUSHES TRIMMED 6/16 FERTILIZER/WEED CHECK TOTAL	160.00 135.00 45.00 340.00
160335	7/29	MILLER-BRADFORD & RISBERG	630-09-50101-393-000	07/16 PARTS/MATRLS	151.10
160336	7/29	DWD-UI	110-00-14401-000-000 520-09-50101-157-000 110-09-56308-157-000 110-09-56308-157-000 631-09-50101-157-000	06/16 UNEMPLOYMENT 06/16 UNEMPLOYMENT 06/16 UNEMPLOYMENT 06/16 UNEMPLOYMENT 06/16 UNEMPLOYMENT CHECK TOTAL	1,480.00 964.00 147.79 41.07 57.13CR 2,575.73
160337	7/29	OFFICEMAX	110-01-51201-311-000 631-09-50101-311-000 110-03-53101-311-000 110-01-51301-311-000 110-01-51101-311-000 110-01-51601-311-000 110-01-51601-311-000	07/16 CT #3439 OFC 07/16 EN #3442 OFC 07/16 PW #3438 OFC 07/16 AD #3441 OFC 07/16 FN #3440 OFC 03/15 CD #3386 OFC 07/16 CD #3440A OFC CHECK TOTAL	185.68 163.42 155.42 104.71 71.82 63.64 45.50 790.19
160338	7/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21905-000-000	ANDERSON POOL 7/17	100.00
160339	7/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	07/29/16 SAL DEDUCT	11,637.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160340	7/29	PAT'S SERVICES, INC.	524-05-50101-282-000	6/29-7/17 GLF CRSE	252.00
160341	7/29	ALUMINUM FENCE CORPORATION	110-05-55109-249-000	FENCE MATERIAL	1,424.91
160342	7/29	KPSOA	110-00-21552-000-000	07/29/16 SAL DEDUCT	1,750.00
160343	7/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	07/29/16 SAL DEDUCT	9,357.12
160344	7/29	PETCO	213-09-50101-381-000	06/16 CHICO PET SUPL	77.97
160345	7/29	GORDIE BOUCHER FORD	110-03-53116-344-000	ENGINE REPAIRS	1,082.97
160346	7/29	MG TRUST COMPANY	761-09-50101-151-000	07/16 PIRO/RIMKUS	250.12
			761-00-21599-000-000	07/16 PIRO/RIMKUS	250.12
				..... CHECK TOTAL	500.24
160347	7/29	MESSERLI & KRAMER P.A.	110-00-21581-000-000	07/29/16 K SUCHY	375.99
160348	7/29	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	07/16 CT-COPIER MNT	676.00
			110-02-52201-232-000	07/16 MANGD PRINTER	281.99
			110-01-51101-232-000	7-9/16 FN-COPIER MNT	251.95
			110-01-51601-232-000	07/16 MANGD PRINTER	211.41
			110-02-52201-232-000	07/16 FD-COPIER MNT	193.75
			631-09-50101-232-000	07/16 PW-COPIER CHGS	164.55
			501-09-50101-232-000	07/16 PW-COPIER CHGS	164.55
			110-03-53101-232-000	07/16 PW-COPIER CHGS	164.55
			110-01-51601-232-000	07/16 CD-COPIER MNT	156.00
			110-01-51301-232-000	07/16 AD-COPIER MNT	142.50
			110-01-50101-232-000	02/16 CT-OVERAGES	125.87
			520-09-50301-232-000	07/16 MANGD PRINTER	117.45
			110-05-55101-232-000	07/16 MANGD PRINTER	117.45
			110-01-51201-232-000	07/16 MANGD PRINTER	117.45
			110-01-51101-232-000	07/16 MANGD PRINTER	117.45
			110-02-52101-232-000	06/16 PD-SERVICE AGR	101.64
			110-01-51303-311-000	07/16 STAPLES	100.01
			631-09-50101-232-000	07/16 MANGD PRINTER	93.96
			110-03-53103-232-000	07/16 MANGD PRINTER	93.96
			110-01-52001-232-000	07/16 MANGD PRINTER	93.96
			110-01-51303-232-000	07/16 MANGD PRINTER	93.96
			110-01-50901-232-000	07/16 MANGD PRINTER	93.96
			110-02-52103-232-000	06/16 PD-SERVICE AGR	83.55
			110-02-52201-232-000	06/16 FD-OVERAGES	82.85
			110-01-51601-232-000	06/16 CD-OVERAGES	76.80
			110-01-50301-232-000	06/16 LE-OVERAGES	73.23
			632-09-50101-232-000	07/16 MANGD PRINTER	70.47
			110-01-50301-232-000	07/16 MANGD PRINTER	70.47
			110-01-51601-232-000	07/16 CD-COPIER MNT	62.99
			110-01-51301-232-000	06/16 AD-OVERAGES	62.34
			501-09-50101-232-000	06/16 PW-OVERAGES	61.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			631-09-50101-232-000	06/16 PW-OVERAGES	61.02
			110-01-51303-232-000	07/16 HR-SERVICE AGR	57.06
			632-09-50101-232-000	7-9/16 SE-COPIER MAI	54.43
			110-03-53116-232-000	07/16 MANGD PRINTER	46.98
			110-01-51301-232-000	07/16 MANGD PRINTER	46.98
			520-09-50301-232-000	07/16 TD-SERVICE AGR	44.09
			110-01-51102-232-000	07/16 DP-COPIER MNT	39.00
			110-05-55101-232-000	07/16 PA-COPIER MTN	32.66
			110-03-53101-232-000	06/16 PW-OVERAGES	30.51
			110-01-50901-232-000	07/16 AS-COPIER MNT	27.51
			501-09-50105-232-000	07/16 ST-COPIER MNT	27.39
			110-01-52001-232-000	07/16 MC-COPIER MNT	24.00
			110-01-50901-232-000	06/16 AS-OVERAGE CHA	23.90
			521-09-50101-232-000	07/16 MANGD PRINTER	23.49
			110-03-53101-232-000	07/16 MANGD PRINTER	23.49
			110-02-52201-232-000	07/16 MANGD PRINTER	23.49
			110-02-52103-232-000	07/16 MANGD PRINTER	23.49
			110-01-51102-232-000	07/16 MANGD PRINTER	23.49
			110-03-53103-232-000	07/16 ST-COPIER MNT	18.26
			521-09-50101-232-000	07/16 AR-COPIER MNT	16.98
			110-01-51601-232-000	06/16 CD-OVERAGES	9.57
			520-09-50301-232-000	06/16 TD-OVERAGES	7.60
			110-01-51102-232-000	06/16 DP-OVERAGES	1.58
			501-09-50105-232-000	06/16 ST-OVERAGES	.39
				..... CHECK TOTAL	5,005.47
160349	7/29	LEE PLUMBING, INC.	110-05-55109-249-000	06/16 PA-HVAC, PLUMB	253.00
160350	7/29	SHRED-IT USA	110-02-52101-219-000	07/16 SHRED SERVC	29.43
160351	7/29	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	07/16 MB-JANITORIAL	3,962.41
			110-02-52203-243-000	07/16 FD-JANITORIAL	721.00
				..... CHECK TOTAL	4,683.41
160352	7/29	PAUL CONWAY SHIELDS	414-11-51601-574-000	EXTRICATION GLOVES	7,755.00
			414-11-51601-574-000	EXTRICATION GLOVES	235.00
			110-02-52206-367-000	07/16 TURNOUT GEAR	60.00
				..... CHECK TOTAL	8,050.00
160353	7/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	07/29/16 HRLY DEDCT	165.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160354	7/29	JENSEN TOWING	110-02-52103-219-000	06/16 16-0892164 TOW	15.00
160355	7/29	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	06/16 PARTS/LABOR	232.98
160356	7/29	PELION BENEFITS, INC.	110-00-21517-000-000	07/16-31/16 DEDUCTS	10,346.74
160357	7/29	AUTUMN SUPPLY	520-09-50201-246-000	06/16 TD-PARTS/MATRL	498.00
160358	7/29	JOHNSON BANK	110-00-21532-000-000	07/29/16 CITY SAL	26,486.20
			110-00-21532-000-000	07/29/16 WATER SAL	3,775.83
			110-00-21532-000-000	07/29/16 LIBRARY SL	1,305.00
			110-00-21532-000-000	07/29/16 CITY HRLY	1,047.11
			110-00-21532-000-000	07/29/16 WATER HRLY	668.65
				..... CHECK TOTAL	33,282.79
160359	7/29	FIFTY STATES DIST.	110-02-52103-219-000	POLICE #16-096326	25.15
160360	7/29	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	6/2-30/16 WENGER	3,874.75
160361	7/29	CDW-G	110-01-51102-539-000	12/15 COMPUTER EQP	491.90
			110-01-51102-539-000	12/15 COMPUTER EQP	420.34
			110-02-52203-369-000	12/15 COMPUTER EQP	375.92
			206-02-52205-363-000	07/16 COMPUTER EQP	201.44
			110-01-51102-539-000	11/15 COMPUTER EQP	37.63
				..... CHECK TOTAL	1,527.23
160362	7/29	PROFESSIONAL SERVICE IND, INC	461-11-51501-581-000	06/16 ASBESTOS TESTI	2,833.00
160363	7/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	07/29/16 W HAMILTON	743.00
			110-00-21581-000-000	07/29/16 A MARTINEZ	310.00
			110-00-21581-000-000	07/29/16 G GRANADO	104.00
				..... CHECK TOTAL	1,157.00
160364	7/29	TYCO INTEGRATED SECURITY LLC	520-09-50401-246-000	STREETCAR BLDG	100.00
160365	7/29	MENARDS (KENOSHA)	110-03-53113-389-000	06/16 ST-MERCHANDISE	96.28
			110-05-55109-361-000	05/16 PA-MERCHANDISE	60.16
			520-09-50201-249-000	06/16 TD-MERCHANDISE	40.00
			110-02-52203-344-000	06/16 FD-MERCHANDISE	34.17
			520-09-50301-327-000	06/16 TD-MERCHANDISE	31.25
			110-01-51801-246-000	06/16 MB-MERCHANDISE	3.25
			 CHECK TOTAL	265.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160366	7/29	SKM, LLC	110-02-52203-344-000	06/16 FD-MATERIALS &	338.72
160367	7/29	MILTRONICS MFG. SERVICES	110-02-52103-344-000	CALIBRATION	74.00
160368	7/29	GUETZKE & ASSOCIATES INC.	110-02-52203-246-000	ANNUAL TEST/INSPECT.	170.00
160369	7/29	DISPLAY SALES	630-09-50101-393-000 630-09-50101-393-000	3 X 5 CITY FLAGS SET UP FEE CHECK TOTAL	1,088.00 50.00 1,138.00
160370	7/29	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	07/29/16 L DIETRICK	262.03
160371	7/29	RESERVE ACCOUNT	110-01-51306-312-000	REPLENISH POSTAGE	10,000.00
160372	7/29	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	07/29/16 SAL DEDUCT 07/29/16 HRLY DEDCT CHECK TOTAL	9,992.96 1,552.76 11,545.72
160373	7/29	HEIGHTS FINANCE	110-00-21581-000-000	07/29/16 G WALUS	164.92
160374	7/29	GEOCELL, LLC	110-02-52107-264-000	SHAUN MORTON-CELL	565.00
160375	7/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	07/29/16 H MARTIN	375.00
160376	7/29	UW WISCONSIN-EXTENSION	206-02-52205-264-000	028417LAAS-POLTROCK	285.00
160377	7/29	KENOSHA NEWS	110-01-51201-322-000	SUBSCRIPT RENEWAL	192.00
160378	7/29	STATE OF WISCONSIN	520-09-50202-246-000	PERMIT 5414 13TH AV	50.00
160379	7/29	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE CHECK TOTAL	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR 1,411.42
160380	7/29	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE 07/16-31/16 SERVICE CHECK TOTAL	948.80 13.76CR 25.00CR 32.80CR 58.83CR 81.00CR 737.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160381	7/29	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000 110-00-21534-000-000	04/16 DEDUCTS 05/16 DEDUCTS CHECK TOTAL	2,457.96 2,439.43 4,897.39
160382	7/29	HANGER PROTHETICS AND	110-09-56405-161-000	6/6/16 MARTIN	709.66
160383	7/29	UHS PHYSICIAN CLINIC	110-09-56405-161-000	6/20/16 MARTIN	133.00
160384	7/29	IOD INCORPORATED	110-09-56405-161-000	7/14/16 YOUNG	169.00
160385	7/29	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	4/25/16 MARTIN	54.90
160386	7/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/8/16 FISH	122.40
160387	7/29	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	5/27/16 GONZALES 5/25/16 GLASS 1/27/16 BROWN 7/15/15 ALCORTA CHECK TOTAL	844.90 706.35 283.05 179.35 2,013.65
160388	7/29	GENEX SERVICES INC	110-09-56405-161-000	5-6/16 BARLETT	1,291.03
160389	7/29	LP CHIROPRACTIC, LLC	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	4/22-29/16 KOPP 6/15-20/16 KOPP 5/23-6/1/16 KOPP 5/6/16 KOPP 6/23/16 KOPP 5/12/16 KOPP 5/2/16 KOPP CHECK TOTAL	142.50 95.00 95.00 95.00 47.50 47.50 47.50 570.00
160390	7/29	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	6/3/16 KOPP 5/13/16 KOPP 5/5/16 KOPP CHECK TOTAL	861.39 861.39 333.04 2,055.82
160391	7/29	WISCONSIN VISION	110-09-56402-164-000 110-00-15601-000-000	6/16 SAFETY GLASSES 6/16 SAFETY GLASSES CHECK TOTAL	45.00 40.00 85.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160392	7/29	PT PROS COMP LLC	110-09-56405-161-000	7/1/16 GLASS	320.00
160393	7/29	OMNI ORTHO PHYSICAL THERAPY	110-09-56405-161-000	6/6-16/16 MARTIN	384.00
160394	7/29	ATHLETICO LTD	110-09-56405-161-000	3/21/16 KOPP	200.00
			110-09-56405-161-000	4/8/16 KOPP	170.00
			110-09-56405-161-000	4/4/16 KOPP	170.00
			110-09-56405-161-000	3/25/16 KOPP	170.00
			110-09-56405-161-000	3/23/16 KOPP	170.00
				..... CHECK TOTAL	880.00
160395	7/29	JANIAK, MARIE	110-00-21905-000-000	BEACH HOUSE 7/16/16	100.00
160396	7/29	TURNER, RHAPSODY	110-00-21111-000-000	COURT PYMT U127422	25.64
160397	7/29	AGER, SANDRA	110-00-21111-000-000	COURT PYMT S571150	63.50
160398	7/29	EXECUTIVE CONSTRUCITON	110-00-21119-000-000	ESCROW 1613 WASH RD	2,000.00
160399	7/29	POWELL, ASA	110-00-21905-000-000	BEACH HOUSE 7/9/16	300.00
160400	7/29	TAPPA, PATRICIA	110-00-21905-000-000	BEACH HOUSE 7/8/16	300.00
160401	7/29	WHEELER, DASHUN	110-00-46501-000-000	CANCEL WASH PARK	50.00
			110-00-46532-000-000	CANCEL WASH PARK	25.00
				..... CHECK TOTAL	75.00
160402	7/29	SWARTZ, JUDITH	110-00-46394-000-000	APPLIANCE STICKER	15.00
160403	7/29	BROCK, RONALD	110-00-46394-000-000	APPLIANCE STICKER	15.00
160404	7/29	ENGELKENS, ROBERT	110-00-21905-000-000	BEACH HOUSE 7/15/16	300.00
160405	7/29	BARNHILL, JANIS	110-00-21905-000-000	BEACH HOUSE 7/17/16	300.00
160406	7/29	OWEN, ANN	110-00-21905-000-000	BEACH HOUSE 7/13/16	300.00
160407	7/29	ROMAN, MARIA	110-00-21905-000-000	BEACH HOUSE 7/10/16	300.00
160408	7/29	PRESTON, RICHARD J	110-00-21106-000-000	2015 TAX-1114 67 ST	22.70

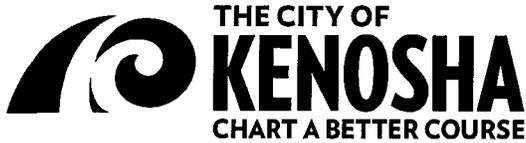
START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160409	7/29	MONTEMURRO, JOHN M	110-00-21106-000-000	2015 RE TAX OVERPAY	12.90
160410	7/29	PIERRO, LEON C	110-00-21106-000-000	2015 TAX-1500 60 ST	7.96
160411	7/29	ST JAMES CONGREGATION	110-00-21106-000-000	2015 TAX-5804 SHER	30.00
160412	7/29	RINALDI, FRANK II	110-00-21106-000-000	2015 TAX-21 & 25 AV	58.23
160413	7/29	LEITING, KATHRYN	110-00-21106-000-000	2015 RE TAX OVERPAY	846.88
160414	7/29	CARNAHAN, CALLI	110-00-21905-000-000	WOLFEBUTTEL 7/16/16	50.00
160415	7/29	MCNEELY, RYAN	110-02-52206-263-000 110-02-52206-264-000 110-02-52206-262-000	7/19-22 MINNEAPOLIS 7/19-22 MINNEAPOLIS 7/19-22 MINNEAPOLIS CHECK TOTAL	676.09 510.00 208.96 1,395.05
160416	7/29	CARLSON, CARL E	206-02-52205-264-000 709-09-50101-262-000	7/19-22 MINNEAPOLIS 7/19-22 AIRFARE CHECK TOTAL	510.00 183.96 693.96
160417	7/29	KRUEGER, SCOTT	110-02-52206-264-000 110-02-52206-262-000	7/19-22 MINNEAPOLIS 7/19-22 MINNEAPOLIS CHECK TOTAL	510.00 183.96 693.96
160418	7/29	SCHUPPE, JAMES	110-02-52206-262-000	7/19-22 MINNEAPOLIS	227.96
160419	7/29	KUKOWSKI, ERIC	110-02-52107-263-000	6/27-7/1 APPLETON	125.00
160420	7/29	CURI, MATTHEW F	110-02-52107-263-000	6/27-7/1 APPLETON	125.00
160421	7/29	FITZGERALD, TRAVIS A	110-09-56405-161-000	8/9/16 IME MILEAGE	52.02
160422	7/29	BONOVICH, LARS	110-02-52206-264-000 110-02-52206-262-000	7/19-22 MINNEAPOLIS 7/19-22 MINNEAPOLIS CHECK TOTAL	510.00 153.95 663.95
160423	7/29	LUCCI, RONALD	110-09-56405-161-000	7/12/16 LUCCI	76.89
160424	7/29	SANTELLI, TAYLOR	110-02-52206-264-000 110-02-52206-262-000	7/19-22 MINNEAPOLIS 7/19-22 MINNEAPOLIS CHECK TOTAL	510.00 178.95 688.95

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160425	7/29	PERRINO, JON	206-02-52205-264-000	7/19-22 MINNEAPOLIS	510.00
			709-09-50101-262-000	7/19-22 MINNEAPOLIS	153.95
				..... CHECK TOTAL	663.95

GRAND TOTAL FOR PERIOD ***** 2,933,411.49



SHELLY BILLINGSLEY, MBA, PE
Director of Public Works

August 5, 2016

To: David F. Bogdala, Chairperson
Public Works Committee

From: Shelly Billingsley, MBA, PE *Shelly Billingsley* 8-5-16
Director of Public Works

Subject: Acceptance of Project 15-1529 Uptown Library Basement Renovation – Tile and Base

Location: 2419 63rd Street

Please be advised that the above referenced project has been satisfactorily completed by Dickow Cyzak Tile Co. Inc., Kenosha, Wisconsin. This project consisted of furnishing and installing tile and base.

It is recommended that the project be accepted in the final amount of \$21,685.00. Original contract amount was \$21,685.00 plus \$3,215.00 for contingency for a total of \$24,900.00. Funding was from CIP Line Item LI-08-001.

SAB/kjb