

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

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held August 15, 2016. **Pgs. 1-4**
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

REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution by the Finance Committee - Resolution To Levy a Special Charge (under Authority of Charter Ordinance No. 26, as Amended) upon Certain Parcels of Land (Within the City of Kenosha, Wisconsin) in the Amount of \$7,077.74 for Trash and Debris Removal.

TO THE PUBLIC WORKS COMMITTEE

- A.2. Ordinance by Alderperson Jan Michalski; Co-Sponsors Alderperson Curt Wilson, Alderperson Patrick Juliana - To create Section 13.05 (of the Code of General Ordinances for the City of Kenosha) regarding Home Sharing. (Also referred to Licensing/Permit Committee)

TO THE CITY PLAN COMMISSION

- A.3. Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 3.155 (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding the B-4 Mixed-Use District.
A.4. Resolution by the Mayor - Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, To Include the Attachment of property East of 10901 60th Street (Parcel #80-4-122-061-0240, In the Town of Somers, Kenosha County, Wisconsin, In accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) and Create Ward 93 (Ferati). (District 16)

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. 41 Operator's (Bartender's) licenses.
b. 3 Successor of Agent Status of Beer and/or Liquor licenses.
c. 4 Temporary Class "B" Beer and "Class B" Wine licenses.
d. 0 Taxi Driver Licenses. **Pgs. 5-6**

- B.2. Conditional Use Permit Amendment for a 10,498 s.f. multi-tenant building at 3620 57th Avenue (Kenosha Pointe). (District 5) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pgs. 7-15**
- B.3. Communication from the City Clerk regarding the Voluntary Surrender of the Class "B" Beer/"Class C" Wine License of Reyna Castillo (individual), La Fe Cafe, 3806 Roosevelt Road. (District 8) **Pgs. 16-18**

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:
 - 5 demerit points:
 - a. Brandie Duffin
 - 20 demerit points:
 - b. Tia Saarnio
 - 25 demerit points:
 - c. Graciela Perez
 - 30 demerit points:
 - d. Michele Dechiara
 - 40 demerit points:
 - e. Meghan Jarosz
 - 45 demerit points:
 - f. Tamara Pribnow
 - 80 demerit points:
 - g. Krista Koretz
 - h. Ashlee Morgan(L/P - Ayes 5, Noes 0) **HEARING Pgs. 19-26**
- C.2. Deny applications for new Operator's (Bartender's) Licenses, based on material police record and false application:
 - a. Isabella Parrilli
 - b. Paul Shaill(L/P - Ayes 5, Noes 0) **HEARING Pgs. 27-32**
- C.3. Approve application of American Legion Post 21 (Thomas Visintainer, agent), for a Permanent Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 504 58th Street (American Legion Post 21), with a request to change the closing hours to midnight, with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 33-43**
- C.4. Approve application for Successor of Agent status of the Class "B" Beer/"Class B" Liquor License located at 6610 Green Bay Road (Red Robin America's Gourmet Burgers), from Bryan Jancich to Andrew Smith, subject to 0 demerit points. (District 16) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 44-45**

- C.5. Approve application of Stellar Management (Scott Cardinali, agent), for a Daily Cabaret License on September 10, 2016, located at 1819 52nd Street (Norm's So Seldom Inn), with no adverse recommendations. (District 7) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 46-47**
- C.6. Approve application of Kenosha Symphony Orchestra (Kenneth Murray, agent), for a Daily Public Entertainment License on September 18, 2016, located at 6536 3rd Avenue, with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 48**
- C.7. Approve application of Kenosha Creative Space, Inc. (Robert Schneider, agent), for a Daily Public Entertainment License on September 24, 2016, located at 600 52nd Street, #110, with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING Pg. 49**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. 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. (CP - Ayes 9, Noes 0) **Pgs. 50-51**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution By the Finance Committee - Resolution to Correct Resolution No. 097-16 Approved by Common Council on August 15, 2016, by Rescinding an Administrative Fee in the Amount of \$100.00 that Should not Have Been Charged on a Reinspection Fee Levied on Parcel Number 11-223-30-202-003 (3122 14th Avenue). Petitioner: CDI Staff. (District 6) (Fin. - recommendation pending) **HEARING Pgs. 52-54**
- I.2. Resolution By Committee on Public Safety and Welfare - Resolution to Designate as "No Parking" the South Side of Grant Road from 40th Avenue to 41st Avenue. (District 15) (PSW - Ayes 3, Noes 0) **Pgs. 55-56**
- I.3. Resolution By the Mayor - Resolution 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) (CP - Ayes 9, Noes 0; Fin. - recommendation pending) **Pgs. 57-88**
- I.4. Resolution By the Mayor - Resolution to Adopt a Project Plan Amendment for Tax Incremental District #8 (City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes). (District 16) (CP - Ayes 9, Noes 0; Fin. - recommendation pending) **Pgs. 89-114**

- I.5. Resolution By the Mayor - Resolution 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) (CP - Ayes 9, Noes 0; Fin. - recommendation pending) **Pgs. 115-134**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Reappointments to the Hometown Heroes Commission for a term to expire September 1, 2018:
- a. Andrew Lorsung (315-55th Street, Kenosha)
 - b. Rick K. Dodge (2602-33rd Street, Kenosha)
 - c. Kerry E. Raymond (1820-21st Avenue, Kenosha)
 - d. Alderperson Jack Rose (4315-68th Street, Kenosha) **Pg. 135**
- J.2. Appointment of Sydney M. Strelow (2410 55th Avenue, Kenosha) to the Mayor's Youth Commission to fill an unexpired term which expires November 1, 2016. **Pg. 136**
- J.3. Appointments to the Zoning Board of Appeals and the Board of Housing Appeals for terms to expire May 1, 2019:
- a. Richard M. Gallo (8036-18th Avenue, Kenosha)
 - b. Anderson J. Lattimore (3633-22nd Street, Kenosha) **Pgs. 137-138**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Offer to Purchase property at 5902 5th Avenue from Ben & CD Investments, LLC by the City of Kenosha (Garden Court Apartments). (District 2) (Fin. - recommendation pending) **Pgs. 139-151**
- L.2. Lease by and between the City of Kenosha, Wisconsin (a Wisconsin Municipal Corporation) and M.J. Electric, LLC (a Foreign Corporation). (District 11) (PW - Ayes 6, Noes 0; Fin. - recommendation pending) **Pgs. 152-163**
- L.3. Approval of Contract by and Between the City and Macemon & Sons, Inc. in the Total Amount of \$77,220.00 to Raze Buildings at the Following Four (4) Addresses:
- a. 6035 25th Avenue (01-122-01-103-012)
 - b. 1413 61st Street (05-123-06-206-002)
 - c. 6516 18th Avenue (05-123-06-260-036)
 - d. 1511 74th Street (05-123-06-386-003)
- (Districts 3, 8, & 12) (Fin. - recommendation pending) **Pgs. 164-181**
- L.4. Agreement by and between Downtown Kenosha Inc. and the City of Kenosha to provide financial support for Downtown Kenosha Inc. (Fin. - recommendation pending) **Pgs. 182-183**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Request from Erick Winford to Rescind a Trash and Debris Special Charge in the amount of \$350.00 Levied by Resolution 78-16 Approved by Common Council on July 6, 2016, for 2023 84th Street (Parcel #06-123-07-353-008). (District 12) (Fin. - recommendation pending) **HEARING Pgs. 184-202**
- M.2. Request from Ketan Patel to Rescind Reinspection Fee Special Charges in the Total Amount of \$2,844.00 Levied by Resolution No. 007-16 Approved by Common Council on January 20, 2016, for 4811 37th Avenue (Parcel #09-222-36-231-002). (District 10) (Fin. - recommendation pending) **HEARING Pgs. 203-256**
- M.3. Request from Michelle Serpe to Rescind a Grass and Weed Cutting Special Charge in the Amount of \$275.00 Levied by Resolution No. 097-16 Approved by Common Council on August 15, 2016, for 6422 Sheridan Road (Parcel #05-123- 06-151-009). (District 3). (Fin. - recommendation pending) **HEARING Pgs. 257-267**
- M.4. Disbursement Record #15 - \$20,567,329.12. (Fin. - recommendation pending) **Pgs. 268-297**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of Project 16-1423 Kennedy Park Revetment Repair (Approximately 38th Street to 40th Place) which has been satisfactorily completed by A.W. Oakes & Son, Inc. (Racine, Wisconsin). The final amount of the contract is \$42,400.00. (District 1) (PW - Ayes 6 Noes 0; Park Comm. - Ayes 4, Noes 0) **Pg. 298**
- N.2. Change Order #2 (Contract Deadline Only) for Project 15-1016 (39th Avenue – 45th Street to 52nd Street, 45th Street – 39th Avenue to Pershing Blvd). (District 10) (PW - Ayes 6, Noes 0) **Pgs. 299-300**

**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 15, 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 7:21 p.m.

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

The invocation was given by Pastor Jennifer Carlson from Spirit Alive Church.

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

It was moved by Alderperson Gordon, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held August 1, 2016.

Motion carried unanimously.

7 citizens spoke during Citizen's Comments: Todd Andrews, Sheri Tudjan, Jeff Starr, Carl Wilkins, Yolanda Adams, Nikki Payne, and Richard Christiansen.

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. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to approve 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.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to approve 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). On a voice vote, motion carried.

B.3. It was moved by Alderperson Mathewson, seconded by Alderperson Rose, to approve 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) A public hearing was held. Ralph Ruffolo spoke. On a voice vote, motion carried.

B.4. It was moved by Alderperson Downing, seconded by Alderperson LaMacchia, to approve 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) A public hearing was held. Jolene Fraser spoke. On a voice vote, motion approved.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Michalski, seconded by Alderperson Mathewson to approve applications for new Operator's (Bartender's) Licenses, subject to:

- 10 demerit points:
 - a. Tinesha Sifuentas
- 25 demerit points:
 - b. David Gullo

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 15, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

- 50 demerit points:

c. Eric W. Lefstad

d. Ryan Larsen

- 60 demerit points:

e. Tara M. Christianson

- 95 demerit points:

f. Sharon C. Cartham

A hearing was held. No one spoke.

C.1.1. It was then moved by Alderperson Prozanski, seconded by Alderperson Mathewson, to separate items C.4.d. and C.4.e. On a voice vote, motion carried.

C.1.2. On a voice vote, motion carried on items a, b, c, and f.

C.1.3. On a voice vote, motion carried to approve items d and e.

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo, to deny application of Kathleen K. Lyman for a new Operator's (Bartender's) License, based on material police record. A hearing was held. No one spoke. On a voice vote, motion carried.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Downing, to approve application of Diana Lewis for a new Operator's (Bartender's) License, subject to 90 demerit points. A hearing was held. No one spoke. On a voice vote, motion carried.

C.4. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve application of Daniel Love for a new Operator's (Bartender's) License, subject to 90 demerit points. A hearing was held. Daniel Love spoke. On roll call vote, motion carried (12-4) with Alderpersons Prozanski, Bogdala, Mathewson, and Rosenberg voting nay.

C.5. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to 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. A hearing was held. No one spoke. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

F. ZONING ORDINANCES 1ST READING

G. 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 Mathewson, seconded by Alderperson Paff, to approve Resolutions 96-16 through 100-16. A hearing was held. No one spoke.

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

By the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property Located in the City (per List on File in the Office of the City Clerk):

Resolution 96-16

Boarding and Securing - \$460.33

Adopted: August 15, 2016

Resolution 97-16

Grass and Weed Cutting - \$20,629.60

Adopted: August 15, 2016

Resolution 98-16

Property Maintenance Reinspection Fees - \$5,998.00

Adopted: August 15, 2016

Resolution 99-16

Raze/Preraze of Structures - \$252,946.97

Adopted: August 15, 2016

Resolution 100-16

Trash - \$5,087.63

Adopted: August 15, 2016

I.2. It was moved by Alderperson Mathewson, seconded by Alderperson Downing, to approve Resolution 101-16.

I.2.1. It was then moved by Alderperson Michalski, seconded by Alderperson Paff, to defer for two weeks. After much discussion, Alderperson Paff withdrew his second. The motion failed.

I.2.2. It was then moved by Alderperson Prozanski, seconded by Alderperson Michalski, to move to table. On roll call vote, motion failed (4-12) with Alderpersons Haugaard, Kennedy, Wilson, and Michalski voting aye.

I.2.3. It was then moved by Alderperson Gordon, seconded by Alderperson Mathewson, to hold a public hearing. On a voice vote, motion carried. Holli Kangas, Kyle Flood, and Yolanda Adams spoke.

On roll call vote, motion to approve carried (14-1-1) with Alderperson Kennedy voting nay and Alderperson Prozanski abstaining due to conflict of interest. Said resolution was thereupon approved:

Resolution 101-16

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 15, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

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.

Adopted: August 15, 2016

I.3. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo, to approve Resolution 102-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 102-16

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.

Adopted: August 15, 2016

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

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. On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

L.1. It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to approve 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.

L.1.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Gordon, to separate L.1.a. On a voice vote, motion carried.

L.1.2. On a roll call vote, motion to approve L.1.b. through L.1.r. carried unanimously.

L.1.3. It was moved by Alderperson Kennedy, seconded by Alderperson Paff, to approve L.1.a. On a roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.

L.2. It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy, to approve 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). At this time Alderperson Prozanski left the meeting. On roll call vote, motion carried unanimously.

L.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve Intergovernmental Cooperation Agreement between the Village of Somers and the City of Kenosha Regarding Reconstruction of 27th Street and Resurfacing of 28th Street. At this time Alderperson Rosenberg was excused for the remainder of the meeting, and Alderperson Fox left the meeting. On roll call vote, motion carried (12-1) with Alderperson Downing voting nay.

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

L.4. Lease Termination Agreement between the City of Kenosha, Wisconsin, and Global Jet Properties, Inc. (#4480 91st Avenue).

L.5. First Amendment to Lease Agreement between the City of Kenosha, Wisconsin, and Glenn E. Fenske (#2930 72nd Avenue). On roll call vote, motion carried unanimously.

At this time Alderpersons Prozanski and Fox returned to the meeting.

L.6. It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to approve Settlement Agreement by and between the City of Kenosha, Wisconsin with Magill Construction Company, 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 Mathewson, to approve KABA 2016 2nd Quarter Loan Reports. On roll call vote, motion carried unanimously.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 15, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

M.2. It was moved by Alderperson Prozanski, seconded by Alderperson Mathewson, to deny 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). A hearing was held. No one spoke. On roll call vote, motion carried (14-1) with Alderperson Kennedy voting nay.

M.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Wilson, to deny 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). A hearing was held. No one spoke. On roll call vote, motion carried (14-1) with Alderperson Kennedy voting nay.

M.4. It was moved by Alderperson Rose, seconded by Alderperson LaMacchia, to approve Disbursement Record #14 - \$4,269,605.11. On a roll call vote, motion carried unanimously with Alderperson Mathewson abstaining due to conflict of interest.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

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. On roll call vote, motion carried unanimously.

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 Mathewson, seconded by Alderperson Ruffolo, to adjourn at 9:02 p.m. On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
August 15, 2016**

B.1.	SEPTEMBER 7, 2016		BARTENDERS	NO ADVERSE
a.	First Name	Last Name	Address	Business Name
1	Emily	Althoff	7600 6 th Ave	Sunnyside Club
2	Jessica	Argust	2146 89 th St., Apt. 3	Bull and Bear
3	Ashton	Bane	1810 35 th St	
4	Machelle	Benson	2717 60 th St., Apt. 4	The Bull's Eye
5	Cassie	Conway	8968 39 th Ave	Infusinos
6	Emily	Corsaw	10160 66 th Ave	
7	Francesca	Del Frate	7803 23 rd Ave	Festival Foods
8	Diana	Garcia	5711 31 st Ave	Stein BP
9	Elvira	Gonsalez	6203 50 th Ave	Los Compadres
10	Kelsey	Hubeler	7526 29 th Ave	Rutz Puzzle House
11	Gerardo	Infusino	10076 51 st Ct - Pleasant Prairie	Infusino's Pizzeria
12	Skye	Jenkins	4000 45 th St #110	Festival Foods
13	Dana	Kirschbaum	7957 109 th Ave- Pleasant Prairie	Sheridan Lanes
14	Ryan	Krehbiel	818 93 rd St - Pleasant Prairie	P.J.'s Cabin Fever
15	Alan	Leonard	6011 37 th Ave	
16	Alexsandria	Lewis	8217 15 th Ave	Festival Foods
17	Jaclyn	Lovely	7831 18 th Ave	Sheridan Lanes
18	Amber	Mahoney	204 E. North St - Silver Lake	Rivals Sports Bar
19	Nicole	Malinsky	1504 25 th St	
20	Gerald	Markiewicz	527 15 th Place	Hill's Hotrod Hideout
21	Heather	Martinez	38 Wendi Court - Racine	The Waves Bar & Grill
22	Jaquelyn	Montoya	8904 32 nd Ave	Stein BP
23	Samantha	Moore	6011 37 th Ave	
24	Megan	O'Sullivan	4020 Gregory Dr.- Zion, IL	The Bull's Eye
25	Brian	Parker	369 Ginger Lane – Antioch, IL	Brat Stop Too
26	Gerry	Paxton	4718 24 th Ave	Steinbrink's Piggly Wiggly
27	William	Pecnick Jr	2717 60 th St Apt. 4	The Bull's Eye
28	Jamie	Ramirez	7330 41 st Ave	
29	Renee	Rasmuson	3125 14 th Ave	Main Event
30	Scott	Reich	125 McHenry St – Burlington	Brat Stop
31	Renee	Richling	11325 38 th St - Somers	Festival Foods
32	Jazmin	Rivas	6201 34 th Ave	Piggly Wiggly Fresh Market
33	Susan	Romero	1784 Sheridan Rd	George's Club Highview
34	Ashley	Russell	3019 85 th St., Apt. 31	The Clubhouse Bar & Grille
35	Jacqueline	Schail	6404 23 rd Ave	Uptown Pantry
36	Raeana	Seitz	6417 Sheridan Rd	BP Gas Station
37	Kenneth	Tabili	2518 76 th St	BP Gas Station
38	Tevin	Thompson	4904 42 nd Ave	Piggly Wiggly
39	Joshua	Tylski	2517 45 th Ave	Charcoal Grill/Ruffalo's Pizza
40	Marie	Washington	4018 28 th Ave Apt. 3	AJ Mini Mart
41	Jose	Vega	3914 14 th Ave	
	TOTAL =	41		
b.	SUCCESSOR OF AGENT			
	First Name	Last Name	Address	Business Name

1	Frank	Hassler	1603 53 rd St	CVS #8774
2	Jason	Horgen	3531 96 th Ave	Pick 'N Save #6850
3	Donald	Jambrek	4303 75 th St #110	Danish Brotherhood
	TOTAL =	3		
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
1	09/14/16	Kenosha Branch NAACP	Lincoln Park	Lincoln Park Live
2	09/18/16	Kenosha Symphony Orchestra	6536 3 rd Ave.	2016-2017 Season Kick Off Party & Fundraiser
3	09/24/16	Kenosha Creative Space	6 th Ave & Alley Way between 57 th & 58 th St.	Kenosha Creative Space Fundraiser
4	10/14-16/16	Our Lady of Mt. Carmel Ladies Society	1919 54 th St.	Fall Homemade Spaghetti Dinner
	TOTAL =	4		
d.	TAXI DRIVERS			
	TOTAL =	0		



**CITY PLAN COMMISSION
Staff Report - Item 6**

**Thursday, August 18, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

**Conditional Use Permit Amendment for a 10,498 s.f. multi-tenant building at 3620 57th Avenue.
(Kenosha Pointe) (District 5) PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson LaMacchia, District 5, has been notified. Since this item was originally approved by the Common Council, they must approve the Amendment upon recommendation from the City Plan Commission.

LOCATION AND ANALYSIS:

Site: 3620 57th Avenue
Zoned: B-2 Community Business District/AIR-4 Airport Overlay District

1. On October 7, 2013, the Common Council approved a Conditional Use Permit for a multi-tenant building to be located at 3620 57th Avenue. The Conditions of Approval were satisfied and the building was completed in September of 2014.
2. When a Conditional Use Permit (CUP) is approved, a CUP document is recorded with the Kenosha County Register of Deeds that contains a legal description that describes the extent of the CUP approval.
3. The applicant is requesting to Amend that legal description. The legal description that was recorded refers to Lot 1 of Certified Survey Map (CSM) 2675. Lot 1 of CSM 2675 was further subdivided by CSM 2742, which created Lot 1 for the multi-tenant building and lot 2 that is proposed for a new Aldi's, approved by the City Plan Commission on June 9, 2016. The request is for the legal description to include only Lot 1 of CSM 2742.
4. All of the original Conditions of Approval will still apply.

RECOMMENDATION:

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

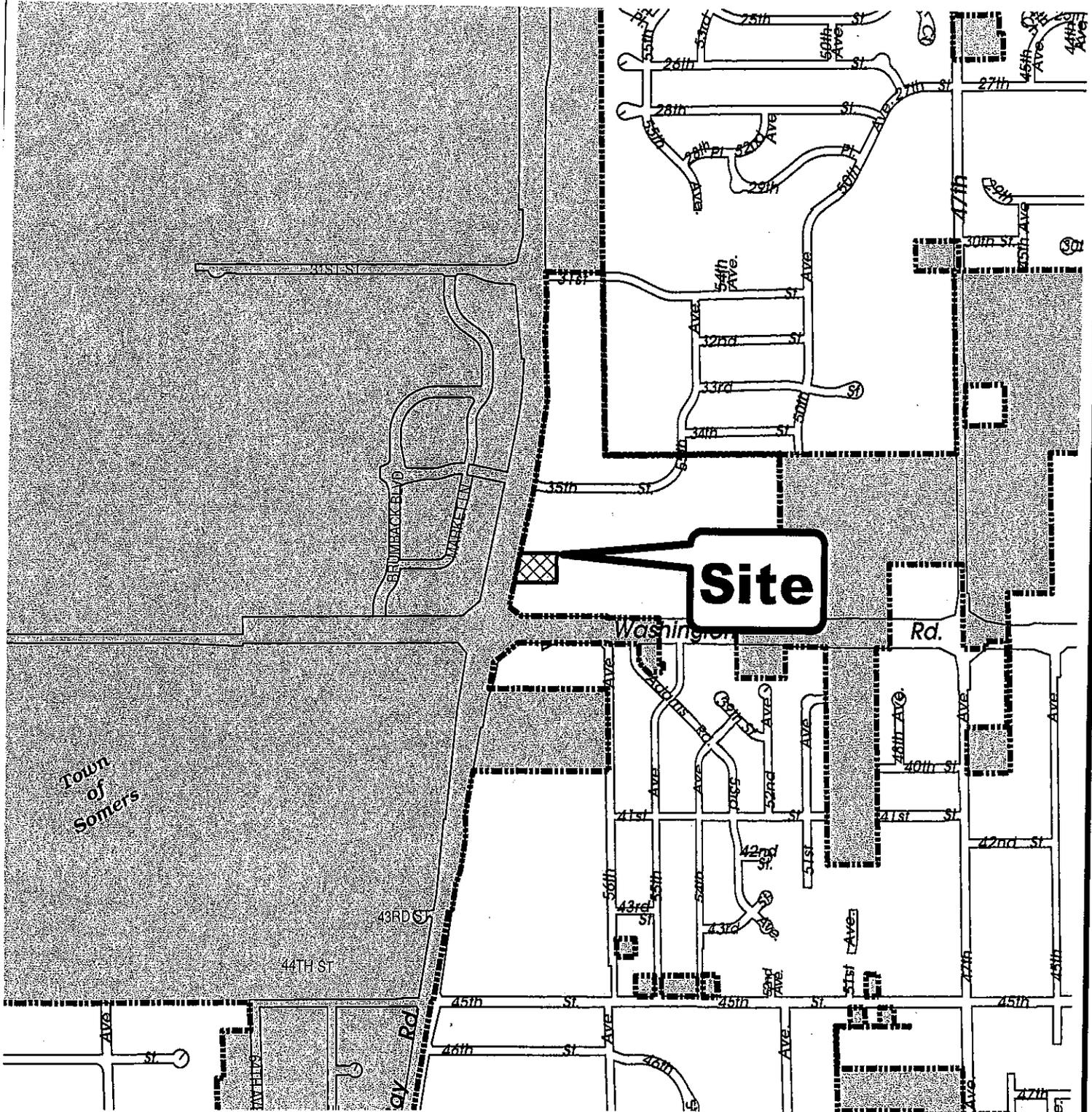
Brian Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2016/AUG18/Staff-cup-amd-KenoPointe.doc

City of Kenosha

Vicinity Map Kenosha Pointe Multi-Tenant Development CUP



----- Municipal Boundary

0 200 400 600 800 1,000 Feet

**CONDITIONAL USE PERMIT
STATE OF WISCONSIN**

Document Number

The Common Council of the City of Kenosha, Wisconsin, hereby grants to Gendell Partners Kenosha, LLC, the owners of the parcel, described with more particularity in the legal description attached hereto as "Exhibit A" and incorporated herein by reference a Conditional Use Permit for a multi-tenant building as approved by the Common Council on October 7, 2013. This Conditional Use Permit is binding upon all future successors, assigns, owners, lessees, and/or tenants and shall be considered a covenant that runs with the land.

- The following Exhibits are attached hereto
- Exhibit A - Legal Description
 - Exhibit B - Site Plan
 - Exhibit C - Operational Plan

The full approved plan set is on file with the Department of Community Development & Inspections at the Municipal Building, 625 52nd Street, Room 308, Kenosha, WI 53140

Recording Area

Name and Return Address
City of Kenosha
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140

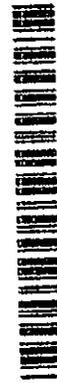
Effective Date: January 27, 2014

The following Conditions of Approval shall apply to the property described in "Exhibit A"

Parcel Identification Number
08-222-27-101-011

Kenosha Pointe at the NEC of Green Bay Road and Washington Road
CONDITIONS OF APPROVAL

- 1 The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds
 - a The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b The applicant shall obtain Sidewalk and Parking Lot permits from the Department of Public Works.
 - c All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. Since the site is part of a Unified Business Center, it is permitted only a monument sign.
 - d The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.



**DOCUMENT
1720388**

**RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn H. Storz, Register of Deeds
February 03, 2014 3:06 PM
\$30.00
Pages 5**

5.

- g All roof top mechanicals shall be properly screened per Section 14 07 B 10 of the Zoning Ordinance
- h All trash containers shall be stored within the enclosure or building The applicant/owner shall be responsible for waste collection and removal for the development The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard
- i The applicant shall meet all applicable Conditions of Approval and obtain a Building Permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void
- j Outdoor display of products is prohibited
- k All vehicles shall be parked within the designated paved areas
- l All improvements, including landscaping, shall be maintained per the approved plans Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans
- m Cross access shall be provided to adjacent parcels if required at a future date by the City
- n Compliance with the Operational Plan dated August 6, 2013.

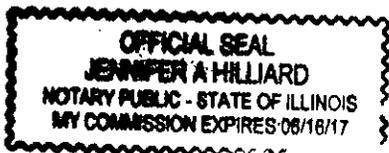
Dated this 31 day of January, 2014

[Signature] Signed
Daniel Wander Print Name

ACKNOWLEDGMENT

State of ~~Wisconsin~~ Illinois
 } ss
Cook County }

Personally came before me this 31st day of January, 2014, the above named Dan Wander to me known to be the person(s) who executed the foregoing instrument and acknowledge the same

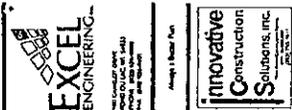


Jennifer A. Hilliard
Jennifer A. Hilliard
 Notary Public, State of Wisconsin
 My Commission expires 6/16/17

DRAFTED BY
 Brian Wilke, City of Kenosha
 Department of Community Development & Inspections

EXHIBIT A

All of Lot 1 of Certified Survey Map Number ~~2675~~ 2742, recorded as Document Number ~~1628568~~ 1719854, being a re-division of Lot ~~2~~ 1 of Certified Survey Map Number ~~2330~~ 2675 recorded as Document Number ~~1288981~~ 1628568, both recorded in the Kenosha County Register of Deeds Office, Kenosha, Wisconsin lying in the northeast quarter of Section 27, Township 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, said lands containing 3.94 Acres.

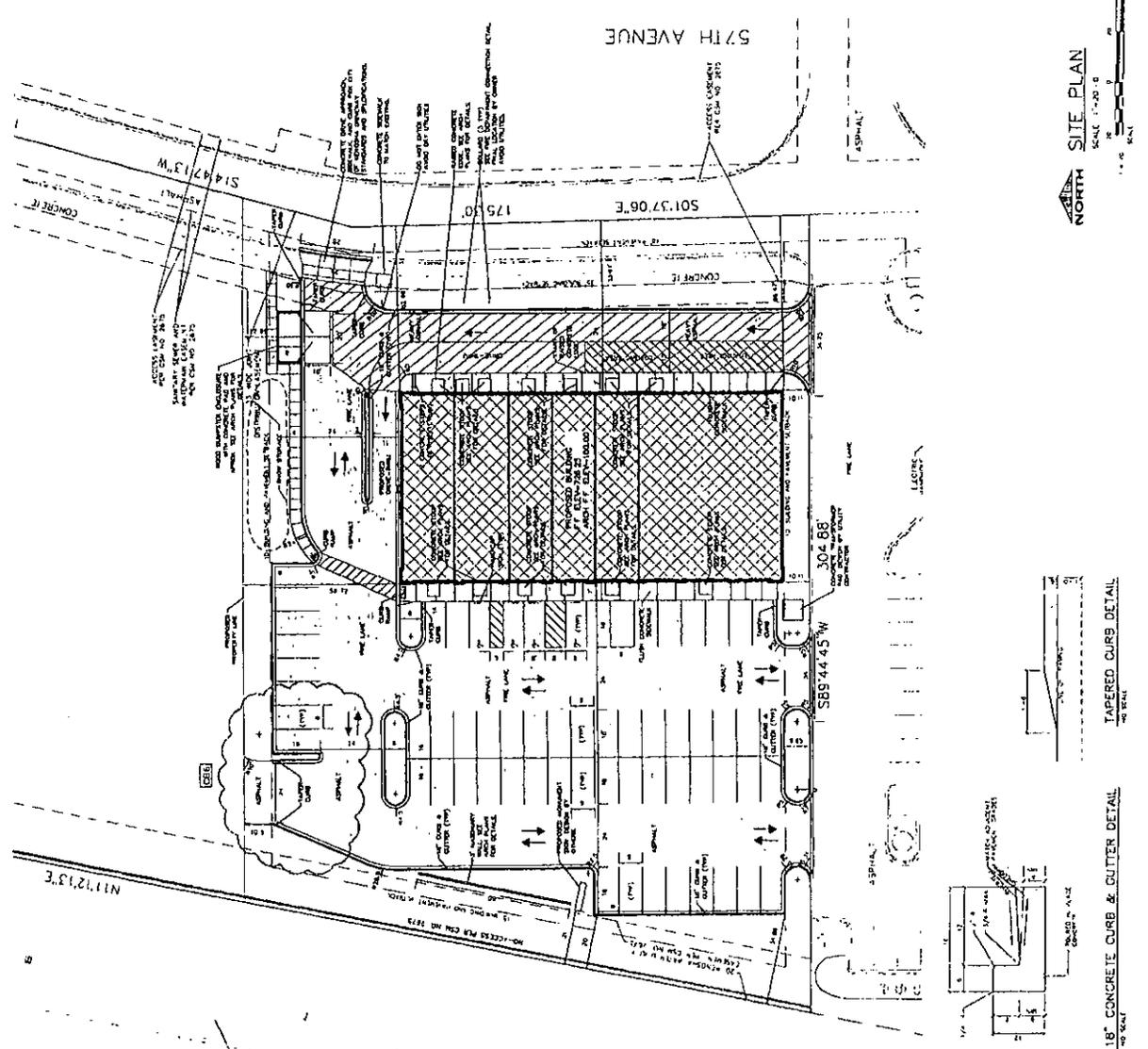


OWNER
 GENDRELL PARTNERS
 KENOSHA, WI 53144
 3201 OLD GLENVIEW, SUITE 300
 WILMETTE, IL 60091

PROJECT
 PROPOSED RETAIL DEVELOPMENT
 GREEN BAY ROAD & WASHINGTON ROAD
 KENOSHA, WI 53144

SHEET ISSUE
 OCTOBER 4, 2013
 REVISIONS
 031 OCT 15 2013
 032 NOV 21 2013

JOB NUMBER
 1300100
 SHEET
 C1.2



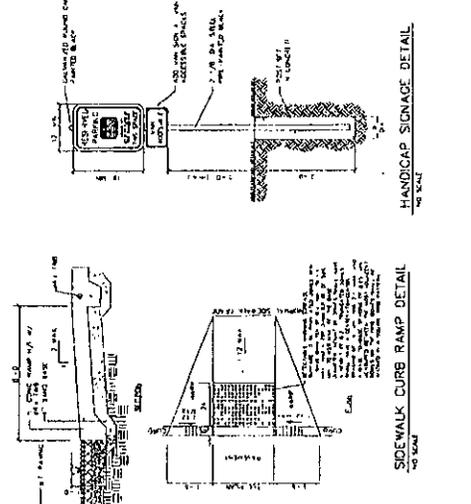
SITE INFORMATION:
 Lot for Certificate of Survey Number: 2875, as Document
 LEGAL DESCRIPTION: 03-222-27-101-011
 PARCEL NUMBER: AREA = 60,892 SF (1.40 ACRES)
 PROPERTY AC: B3 COMMUNITY BUSINESS
 PROPOSED ZONING: B3 COMMUNITY BUSINESS
 PROPOSED USE: RETAIL DEVELOPMENT
 AREA OF 57th DISTURBANCE: 31,593 SF (0.72 ACRES)
 SETBACKS: BUILDING FRONT = 15', SIDE = 10', REAR = 10', PARKING = 5'
 PROPOSED BUILDING: 23'-0" (SEE HEIGHT ALLOWED 45')
 PARKING REQUIRED: DRIVE THRU USE MAX. CAPACITY (600+); 20 SPACES (12)
 (10 SPACES - 20 SPACES REQ.)
 PLANNING PROVIDED: 63 SPACES (+ = C ACCESSIBLE) (SEE)
 BUILDING OCCUPANCY CLASSIFICATION = R/B
 CLASS OF BUILDING CONSTRUCTION = 1/0
 LANDSCAPE REQUIREMENTS: SEE LANDSCAPE PLAN AND 60.00 USE
 DRIVE THRU STAKING DISTANCE: 100'

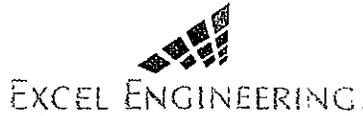
EXISTING SITE DATA

AREA	AREA (SF)	AVG. (FT)	AVG. (FT)
ASPHALT	178	1.18	1.18
CONCRETE	1,106	1.10	1.10
LANDSCAPE/GRASS PAVED	1,106	1.10	1.10

PROPOSED SITE DATA

AREA	AREA (SF)	AVG. (FT)	AVG. (FT)
ASPHALT	1,106	1.10	1.10
CONCRETE	1,106	1.10	1.10
LANDSCAPE/GRASS PAVED	1,106	1.10	1.10





P: 920|926|9800 • F: 920|926|9801
 100 Camelot Drive • Fond du Lac, WI 54935
 www.excelengineer.com

PROJECT NARRATIVE (OPERATIONAL PLAN) Kenosha Retail Development

A retail development is being proposed between 57th Avenue and Green Bay Road. This site is located north of the CVS Pharmacy along Washington Road. The parcel number is 08-222-27-101-011. The owner of the property is Gendell Partners Kenosha, LLC. Dan Wander, the applicant for the project, is the representative of the ownership group. Scott Gendell is the Manager. His contact information is found below:

Scott Gendell
 Phone: 847-906-5019
 Address: 3201 Old Glenview, Suite 300, Wilmette, IL 60091

The proposed retail development will include 6 tenant spaces totaling 10,498 s.f. of building area. The existing site is vacant. One of the tenants will also have a drive-thru window which is located at the north end of the building. Adequate parking for the proposed development is provided west of the building with several landscape islands. Along the east side of the building is an area for service trucks. A new drive approach off of 57th Avenue is proposed. Three other entrances to the site are located off a shared drive with CVS Pharmacy. A dumpster enclosure is located along the north edge of pavement near the proposed drive off of 57th Ave. Stormwater is being conveyed to a regional pond where all stormwater management requirements will be met for stormwater quantity and quality. On-site infiltration exemption is currently being verified.

Construction schedule: Construction is expected late September 2013. Earthwork and site construction to commence followed by footing and foundation construction for the building. Site and paving to be complete before the end of November 2013 with building shell and tenant delivery by February 2014. The expected hours of operation will be Sunday-Saturday 7am-10pm. Anticipated number of occupants and employees are as follows: restaurant (50 occupants and 5 employees), dental (25 occupants, 13 employees), remainder (1 occupant per 250 S.F).

- Capital cost summary
 - Buildings \$1,080,000 - Shell is \$764,000, interior LL white box finishes of \$316,000
 - Site \$240,000
 - Landscaping \$20,000 allowance included in site
 - Special features Standard

Doc# 1719854

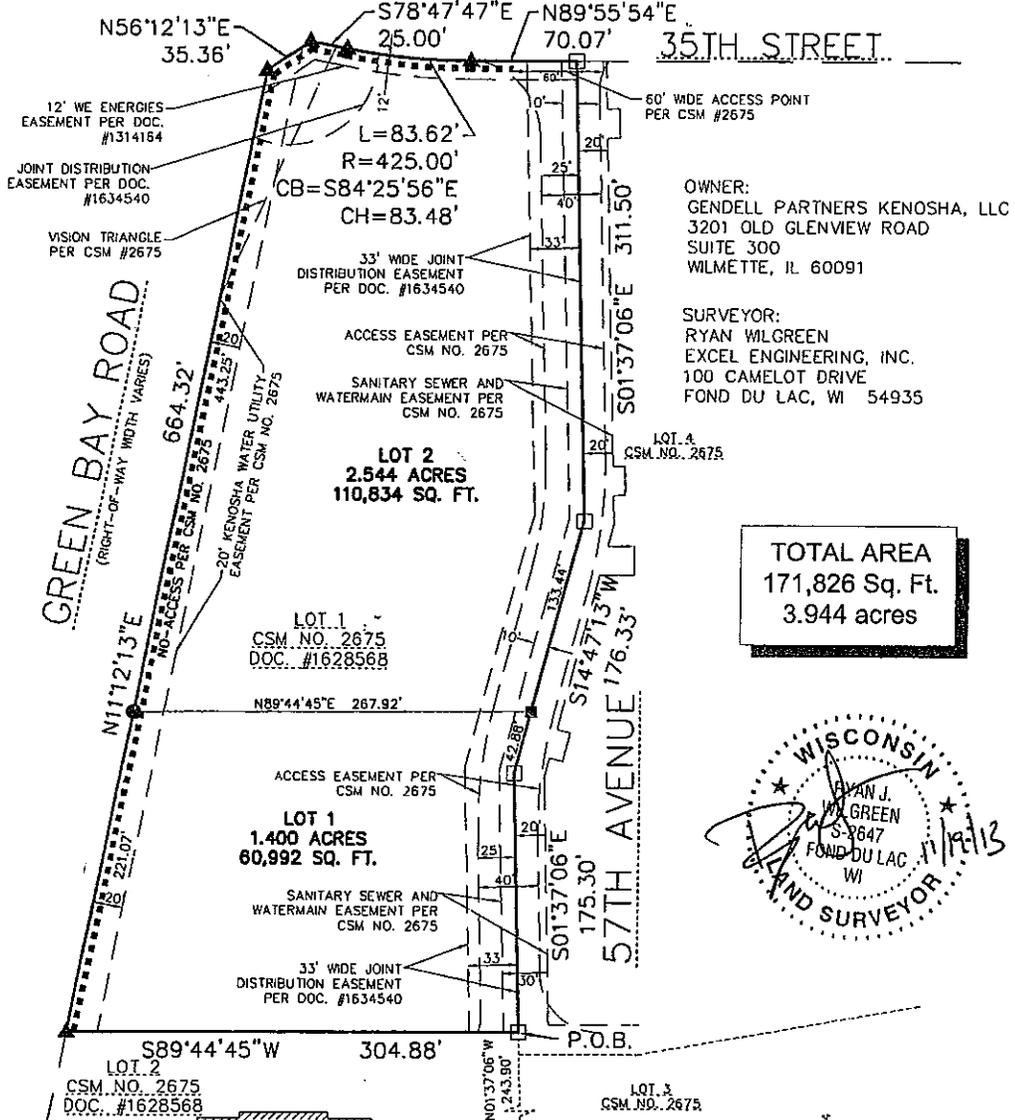
CERTIFIED SURVEY MAP NO. 2742

FOR
GENDELL PARTNERS KENOSHA, LLC
A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2675,
BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST
1/4, SECTION 27, TOWNSHIP 2 NORTH, RANGE 22 EAST, CITY
OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

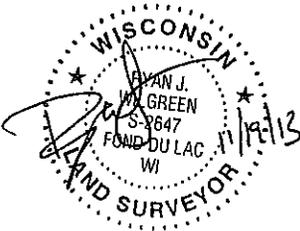


DOCUMENT
1719854

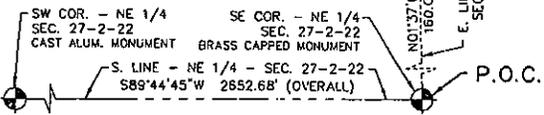
RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn L. Storz, Register of Deeds
January 23, 2014 3:14 PM
5:30.00
Pages 3



TOTAL AREA
171,826 Sq. Ft.
3.944 acres



- LEGEND**
- - MAG NAIL SET
 - - 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
 - ▲ - 1" IRON PIPE FOUND.
 - - MAG NAIL FOUND.
 - ⊙ - SECTION CORNER MON. FOUND.
 - - NO ACCESS



NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27). THE SOUTH LINE OF THE NORTHEAST QUARTER HAS A RECORDED BEARING OF SOUTH 89°-44'-45" WEST.



SHEET 1 OF 3 SHEETS

EXCEL ENGINEERING, Inc. SURVEYING GROUP
PROJECT NO. 1300100

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801



Debra L. Salas
City Clerk/Treasurer

Date	August 18, 2016
To	Common Council
CC	Mayor, City Administrator
From	Debra Salas, City Clerk-Treasurer 
Subject	Voluntary Surrender of Beer/Wine License

The following license was voluntarily surrendered to the City effective August 18, 2016:

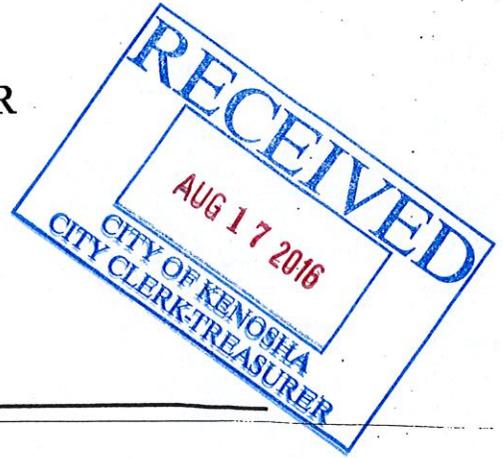
Class "B" Beer/ "Class C" Wine:

- Reyna Castillo (individual), La Fe Cafe, 3806 Roosevelt Road

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

VOLUNTARY LICENSE SURRENDER

STATE OF WISCONSIN }
KENOSHA COUNTY } SS



Reyna Castillo ^{DBA} (La Fe Cafe)
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 170005 + 170007

to the City Clerk unconditionally, effective 08/18/16

Reyna Castillo
Individual/Partner/President of Corporation Partner/Corporate Officer

Subscribed and sworn to before me this 17 day of August, 2016

Notary Public

Kenosha County, Wisconsin
My Commission Expires: 2-4-18

NEW Operator's (Bartender) License

1a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/18/2016	Brandie Duffin		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170652	235 Chapel Ter, Burlington	Festival Foods	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/2/2012	OPERATING W/O LICENSE	GUILTY	Y	5
5/17/2015	LICENSE NOT ON PERSON	GUILTY	Y	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	5	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	5	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="5"/> Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New 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
8/2/2016	Tia Saarnio		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170619	7821 22nd Avenue	Spanky's Bar & Grill	2325 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/25/2011	VANDALISM/AUTO	GUILTY-REDUCED CHARGE	Y	> 5 YRS
9/17/2012	UNDERAGE DRINKING-POSSESS	GUILTY-NO CONTEST	Y	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

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

1c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/12/2016	Graciela Perez		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170642	206 W. Clarendon Rd. Round Lake Beach, IL 60073	Los Compadres Restaurant	3935 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/30/2013	OPERATING W/O LICENSE (2ND W/IN 3 YEARS)	GUILTY	N	5

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	5
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	25

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT, Subject to 25 Demerit Points
<input type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New 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
8/11/2016	Michele Dechiara		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170640	6546 126th Street Pleasant Prairie, WI 53158	Bourbon Legends Hatrix	2200 60th Street 2425 60th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/23/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	10
3/3/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	30	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	30	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="30"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

**New 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
8/1/2016	Meghan Jarosz		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170618	1308 Villa Racine, WI 53403	American Legion Post 21	504 58th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/31/2013	LICENSE NOT ON PERSON	GUILTY	N	0
7/20/2013	BATTERY/DV	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

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

**New 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
8/10/2016	Tamara Pribnow		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170633	4405 89th Street	PJ's Cabin Fever Bar & Grill	8249 Sheridan Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/11/2013	LIQUOR, OTHER VIOLATION	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS

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

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

19

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/2/2016	Krista Koretz		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170620	6028 44th Avenue	Festival Foods	3207 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/4/2013	LIQUOR, VIOLATION OTHER	DISPO PENDING	Y	20
12/7/2013	LIQUOR, VIOLATION OTHER	GUILTY	Y	
12/7/2013	RESIST/OBSTRUCT OFFICER	GUILTY	Y		25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	45	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	45	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="45"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

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

1h

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/2/2016	Ashlee Morgan		Valid
License Number	Address of Applicant	BUSINESS (where license is to be used)	Business Address
N170621	5310 Clover Lane WI 53406 Racine,	Uncle Mike's Highway Pub	6611 120th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/21/2012	BLOOD ALCOHOL CONTENT	GUILTY	Y	80
10/21/2012	OPERATING WHILE INTOXICATED- 2ND OFFENSE	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS

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

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

2a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/19/2016	Isabella Parrilli		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170656	1721 Warwick Way #4 Mount Pleasant, WI	Best Western	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/25/2012	LICENSE NOT ON PERSON	GUILTY	N	0
1/14/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
2/25/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
4/19/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
4/25/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
9/27/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
10/27/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
12/28/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
2/18/2014	OPERATING WHILE SUSPENDED	GUILTY	N	20
3/26/2012	POSSESSION OF DRUG PARAPHERNALIA ADOPTING 961.573(1)	GUILTY	Y	20
2/24/2012	THEFT-MOVABLE PROPERTY <=\$2500	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	190	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	210	

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



Adverse

FILED	<u>8.19.16</u>
INITIALS	<u>CP</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 # N 170656
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under 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, 2016 (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: Pamilli First Name: Isabella MI: _____
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: (262) 995-8211

Home Address: 1721 Warwick Way #4 Mount Pleasant WI 53406
 CITY STATE ZIP

Email: bella.pamilli@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 Best Western Executive Inn
 (PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

WI, 2015, misdemeanor
peraphanilia

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

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

yes, we had my license suspended.

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

speeding tickets, 2012 driving with suspended WI 2013

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:

Gloria's Boat House Fontana, WI
Ambassador Hotel Milwaukee WI

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

8015 fore dr. Burlington WI 53105
4335 S. Beaumont Ave Kansasville WI 53139
1771 Warwick way #4 Mount Pleasant WI 53400

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: 08/17/16

**New 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
8/10/2016	Paul Schalll		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170635	6404 23rd Avenue	Uptown Pantry	6119 22nd Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/20/2011	LICENSE NOT ON PERSON	GUILTY	N	0
7/7/2012	OPERATING WHILE SUSPENDED	GUILTY	N	10
5/5/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	10
4/13/2000	BAIL JUMPING-FELONY D	GUILTY	N	100
8/4/1999	2ND DEGREE RECKLESSLY ENDANGERING SAFETY-FELONY E	GUILTY	Y	100
1/25/2000	BAIL JUMPING - FELONY D	GUILTY	N	100

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	320
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	340

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



Adverse

FILED	<u>8-10-16</u>
INITIALS	<u>CD</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 # N170635
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, 2017 (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: Schall First Name: Paul MI: J
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: m Phone: (262) 764-3535

Home Address: 6404 23rd ave Kenosha WI 53143
CITY STATE ZIP

Email: Paul-ST9@yahoo.com
(correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No If yes, state: **charge, year, result:**
Second degree recklessly Endangering safety/1999 - 18 months Prison

2. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No If yes, explain:
Was on Probation and violated it and went to Prison from 2002 - 05

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?
 Yes No If yes, explain:
May 2014 failed to pay ticket
-
4. Have you received any traffic citations in Wisconsin or in any other state within the past five (5) years; or do you have any such citations pending? Yes No If yes, state: charge, year, result:
Parked in handicap 2013 Paid
-
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:
Franken Glass tattoo/art studio twin lakes
Magic Mikey Liberated tattoo Antioch
-
7. List all addresses at which you have lived in the past five (5) years:
current: 6404 23rd ave Kenosha WI 53143
6238 23rd ave Kenosha WI 53143
612 23rd ave Kenosha WI 53143
1417 71st Street - 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: 8-10-16

FILED 8/18
 INITIALS mm
 ADVERSE/NO ADV
 LP 8/29
 CC _____

3

PERMANENT OUTDOOR EXTENSION
 of Class "B", "Class B", and/or "Class C" License(s)
 CITY ORDINANCE §10.075
 Type: 210 Fee: \$150.00

1. Licensee: AMERICAN Legion Post 21 District # 2
 Note: must be same name as beer/liquor license

2. Trade Name & Address: AMERICAN LEGION Post 21 501-58th St

3. Contact Person: Tom Visintainer 262 Phone: 620-5646 Email: alegionpost21@att.net
 (correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: seating AREA

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

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

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

To be completed by The Community Development & Inspections Department:

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

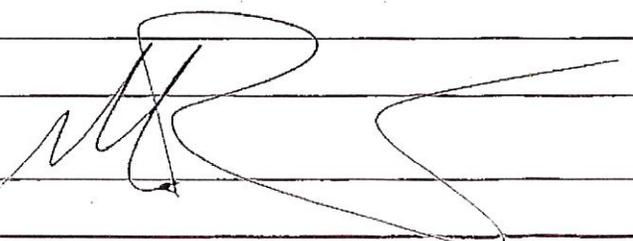
The outdoor area sought is ±670 ft from any single-family dwelling. If less than 25ft from single family, choose: Waiver B1 (institutional), B2 (restaurant), B3 (outdoor dining), or N/A if dwelling is two-family, multi-family, zoned B-1, B-2, B-3, B-4 districts; or dwelling within twenty-five (25') feet of said boundary is occupied by the applicant and/or his/her immediate family and no others.

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

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

Recommendation:

Approval



CDI Staff Member: _____ Date: 19 August, 2016

n/a

"WAIVER A"

Applied for
Fence Permit (mn)

FENCE WAIVER:
for RESTAURANTS only

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

American Legion Post 21
Licensee Name

Applicant has applied for an extension of their Retail Class "B" Fermented Malt Beverage, "Class B" Liquor, and/or "Class C" Wine Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, the applicant states, they are operating as a restaurant as defined by Section 5.046 A.10. "Restaurant" shall mean any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3, or B-4 Zoning Districts.

[Signature] 8/17/16
(Individual/Partner/Member) Date

(Partner/Member) Date

permanent outdoor extension "waiver a"

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

OUTDOOR EXTENSION

American Legion Post 21
Licensee Name

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

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

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

No properties within 25 feet of proposed outdoor area.

 8/18/16
(Individual/Partner/Member) Date

(Partner/Member) Date

Received by Building Inspector Michael Callovi Date 19 August, 2016

permanent outdoor extension "waiver b"



FILED	8/18
INITIALS	mm
ADVERSE/NO ADV	
LP	812.9
CC	

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

TO
12:00 MIDNIGHT TO 8:00 AM

Licensee Name: AMERICAN Legion Post

Trade Name: AMERICAN Legion Post 21

Trade Address: 504-58th Street District # 2

Contact Person: Tom Visintainer Phone: ²⁶² 620-5646 Email: alegionpost21@att.net
 (correspondence will be via email if address is given)

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

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

 8/17/16
 (Individual/Partner/Member) Date

 (Partner/Member) Date



56TH ST

3RD AVE

Nearest Residentially ZONED Property

5TH AVE

57TH ST

Proposed Outdoor Area

6TH AVE

58TH ST

4670

4TH AVE

59TH ST

Nearest Single-Family Dwelling

6TH AVE

6TH AVE

59TH PL



125



Feet



September 7, 2016 Pg. 40







4

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.

City of Kenosha Wisconsin July 20 20 16
(Municipality) (Date)

1. Name of agent: Andrew Smith

- 2. [X] Yes [] No Are you of legal drinking age?
3. [X] Yes [] No Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. [] Yes [X] No Have you ever been convicted of a federal law violation?
5. [X] Yes [] No Have you ever been convicted of a State law violation?
6. [X] Yes [] No Have you ever been convicted of a Local ordinance violation?
7. [X] Yes [] No 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.

[Signature]
MANAGER SENDING SEPARATELY
(Signature of Agent)
1247 30th Ave Kenosha, WI 53140
(Address)

SUCCESSOR AGENT

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

Name of Permittee Red Robin International, Inc.

Date July 20 20 16

By [Signature] (Signature of President/Member)
[Signature] (Signature of Secretary/Member)

I hereby accept appointment as agent for Red Robin International, Inc. and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date July 20 20 16

[Signature]
MANAGER SENDING SEPARATELY
(Signature of Agent)

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

Red Robin Int., Inc
Bryan Jancich

WI 20
(Municipality) (Date)

(Signature of Official)

(Title)

**Schedule For Successor Of Agent License
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/20/2016	Andrew Smith		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1247 20th Avenue	Red Robin America's Gourmet Burgers	6610 Green Bay Road

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/8/2013	LIQUOR, LICENSE VIOLATION	DISMISSED		0
1/9/2016	LIQUOR, SELL TO MINOR	DISMISSED		0

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	

E-MAILED AUG 15 2016



FILED	8/15
INITIALS	KK
ADVERSE/NO ADV	(NO ADV)
LP	8/29
CC	9/7
LETTER	EM 8/17
SPEEDY APP	—

5

CABARET LICENSE DAILY Type: 213 Fee: \$50.00/day

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

Date(s) of Event: 9-10-16 Explanation of Event: Rock The Block

1. License Name: Stella Management District # 7
(NOTE: must be same name as beer/liquor license)

2. Trade Name: NORM SO SELDOM INT Trade Address: 1819 52nd ST

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

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

5. Address: 3017-89th ST Phone: 515 2559 Email: SCOTT.CARDINALI@YAHOO.COM
(correspondence will be via email if address is given)

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

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

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time? Yes No
If yes, state: **charge, year, result**
allow under age person to collect L's prem. SS. 2010

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

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

Yes No If yes, explain:

11. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No

If yes, state: charge, year, result

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

If yes, state: charge, year, result

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

Self

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

3017 89th St

SPEEDY APPROVAL:

Applications for a One (1) Day License may be administratively approved by the City Clerk if the application is filed twenty-four (24) hours prior to the date for which the License is sought, not including weekends and holidays, commencing at 8:00 a.m. of the day following the date of which a properly completed application was filed with the City Clerk/Treasurer; if the application is sponsored by the Alderperson of the District in which the License will be located, or in the event that the Alderperson of the District is unavailable, sponsored by a member of the Committee on Licenses/Permits; and the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statute Chapter 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be reviewed pursuant to the procedure applicable to Probationary and Annual Licenses.

FOR SPEEDY APPROVAL ONLY (must be filed at least 24 hours prior to event)

District Alderperson: _____ - or, if Alderperson is unavailable, _____
(signature)

Member of L/P Committee: _____ Date: _____
(signature)

Municipal Violations: Yes No _____ (office use only)

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

Applicant's Signature: _____ Date: 8-15-16
(Individual/Agent of Corporation)

daily cabaret, page 2



E-MAILED AUG 15 2016

6

FILED	8/15/16
INITIALS	YD
ADVERSE/NO ADV	(NO ADV)
LP	8/29
CC	9/7
EM	8/17

PUBLIC ENTERTAINMENT LICENSE

YEARLY Type: 119 Fee: \$300 Expires: _____ DAILY Type: 118 Fee: \$50.00/day Date(s): 9/18/16

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

1. Licensee Name: KENOSHA SYMPHONY ORCHESTRA District# 2
(Individual or Corporation/LLC- same as WI Seller's Permit)

2. Trade Name: same Trade Address: 723 53rd STREET, SUITE 201 KENOSHA, WI 53140

3. If license is in the name of a Corp. or LLC, Agent Name: KENNETH R. MURRAY

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

5. Address: 5029 7th AVE APT. 4 Phone: 651-357-5156 Email: Kenneth@Kenoshasymphony.org
(correspondence will be via email if address is given)

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

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

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

Location:

9. Describe in detail the type of entertainment to be provided: Acoustic small ensemble (string quartet) music, corresponding with symphony fundraiser, in the home and the garden to the west of the home, at 6536 Third Ave., from 4-8p on the date listed above

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

Applicant's Signature: Kent R. Murray Date: 8/15/16
(Individual/Agent of Corporation)



FILED	8/19/16
INITIALS	VA
ADVERSE/NO ADV	
LP	8/29
CC	9/7

em 8/19

PUBLIC ENTERTAINMENT LICENSE

YEARLY Type: 119 Fee: \$300 Expires: _____ DAILY Type: 118 Fee: \$50.00/day Date(s): SEPTEMBER 24 2016

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

- Licensee Name: KENOSHA CREATIVE SPACE, INC District# B 2
(Individual or Corporation/LLC- same as WI Seller's Permit)
- Trade Name: KENOSHA CREATIVE SPACE Trade Address: 600 52ND STREET # 110
KENOSHA, WI 53140
- If license is in the name of a Corp., LLC, or club; Name of person in charge of entertainment:
Name: ROBERT SCHNEIDER
- Date of Birth of person in question #3: _____
- Address: 407 73RD STREET Phone: (262) 654-2412 Email: RSCHNEIDER@KENOSHAFUNDATION.ORG
(correspondence will be via email if address is given)
- Attach an "Applicant's Report of Police Record" for individual, partners, agent, or person in charge of event
- Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) yes no
- If you previously held the license applied for, was it ever suspended or revoked? yes no
If yes, explain: _____
- Describe in detail the type of entertainment to be provided: MUSIC / ART DEMONSTRATIONS

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

Applicant's Signature: [Signature] Date: 8/19/16
(Individual/Agent of Corporation)



Thursday, August 18, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

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. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item has been referred to the City Plan Commission with final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: City-wide

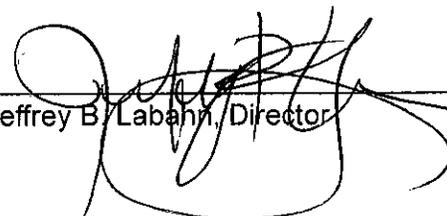
1. Chapter 17 of the Code of General Ordinances regulates Land Divisions and Parcel Combinations.
2. There are currently specific time limits for recording of Land Divisions after they are approved. If the Land Division is not recorded within the specific time limit, the approval is null and void.
3. The attached Ordinance Amendment would add a time limit of ninety (90) days for recording of a Parcel Combination after it has been approved. Parcel Combinations are approved at a Staff Level.

RECOMMENDATION:

A recommendation is made to approve the attached Ordinance Amendment.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/AUG18/Staff-GO-17081D-PC.doc

ORDINANCE _____

DRAFT 05/13/16

SPONSOR: 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

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

Section One: Subparagraph 17.081 D. of the Code of General Ordinances

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

D. Recordation. Upon written approval by the Director of Community Development and Inspections, the property owner shall record the Parcel Combination Affidavit with the Kenosha County Register of Deeds **within ninety days (90) from the date of the approval.**

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



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

FROM: Martha Swartz, Senior Property Maintenance Inspector
Department of Community Development and Inspections

RE: **Request from Staff for Rescindment of Administrative Fee for Special Charge for Reinspection Fee in the Amount of \$100.00 for 3122 14th Avenue, Parcel Number 11-223-30-202-003**

DATE: August 30, 2016

Community Development and Inspections Staff is requesting the Rescindment of the Administrative Fee in the Amount of \$100.00 for a Reinspection Fee that was Special Charged on August 15, 2016

The following sequence of events is pertinent to this appeal:

May 26, 2016	Inspector Richard Kath observed graffiti on concrete at 3122 14 th Avenue. An Order to Remove Graffiti was posted and mailed
June 29, 2016	Reinspection found work was not done and a Final Notice was sent to the owner
July 13, 2016	Reinspection found work was not done and a Reinspection Fee was issued
July 19, 2016	A Billing Notice was issued to the owner on July 19, 2016 with a due date of August 19, 2016
August 15, 2016	The Reinspection Fee of \$72.00 plus an Administrative Fee of \$100.00 was approved as a Special Charge by the Finance Committee and Common Council in Resolution Number 16-098
August 17, 2016	A Check in the amount of \$72.00 was received from the owner

Recommendation: Staff requests that the Administrative Fee of \$100.00 be rescinded as the reinspection fee of \$72.00 was not due until August 19, 2016, and the check in the amount of \$72.00 was received on August 17, 2016 in a timely manner. The due dates for Graffiti Reinspection Fees are hand entered into the system and the incorrect due date was entered by Staff, causing the Reinspection Fee to go to Finance Committee and Common Council as a Special Charge before it was due.

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Administrative Fee for a Special Charge Levied by Resolution No. 098-16 Against Parcel No. 11-223-30-202-003 (3122 14th Avenue), Kenosha, Wisconsin

WHEREAS, on August 15, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 098-16 levying special charges for reinspection fees for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, the Department of Community Development and Inspections has determined that an administrative fee in the amount of \$100.00 for a special charge should not have been levied on one (1) of those parcels; to wit: Parcel No. 11-223-30-202-003 (3122 14th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that one (1) administrative fee in the amount of \$100.00 levied by Resolution No. 098-16 against Parcel No. 11-223-30-202-003 (3122 14th Avenue), Kenosha, Wisconsin be and hereby is rescinded.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John Antaramian

Date Signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date Signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS
PROPERTY MAINTENANCE DIVISION
625 52ND STREET, ROOM 100
KENOSHA, WI 53140
262.653.4263

BILLING NOTICE

Date of Invoice: July 19, 2016

Walnut & Vine Properties II
National Tax Search LLC
303 East Wacker Drive, Suite 900
Chicago, IL 60601



**Re-inspection Fee Pursuant to Section 16.251, Code of General Ordinances for
Recurring Violations**

Property Located at: 3122 14th Avenue

Parcel Number: 11-223-30-202-003

Inspection Date: 07/13/16

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: August 19, 2016

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.

If you believe you have received this invoice in error, you may request an appeal form from the Department of Community Development and Inspections.

This is the only billing notice you will receive.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

RESOLUTION NO. _____

**BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE**

**TO DESIGNATE AS "NO PARKING" THE SOUTH SIDE OF
GRANT ROAD FROM 40th AVENUE TO 41st AVENUE
(District 15)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the south side of Grant Road from 40th Avenue to 41st Avenue be designated as **"NO PARKING."**

Adopted this ____ day of _____, 2016.

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

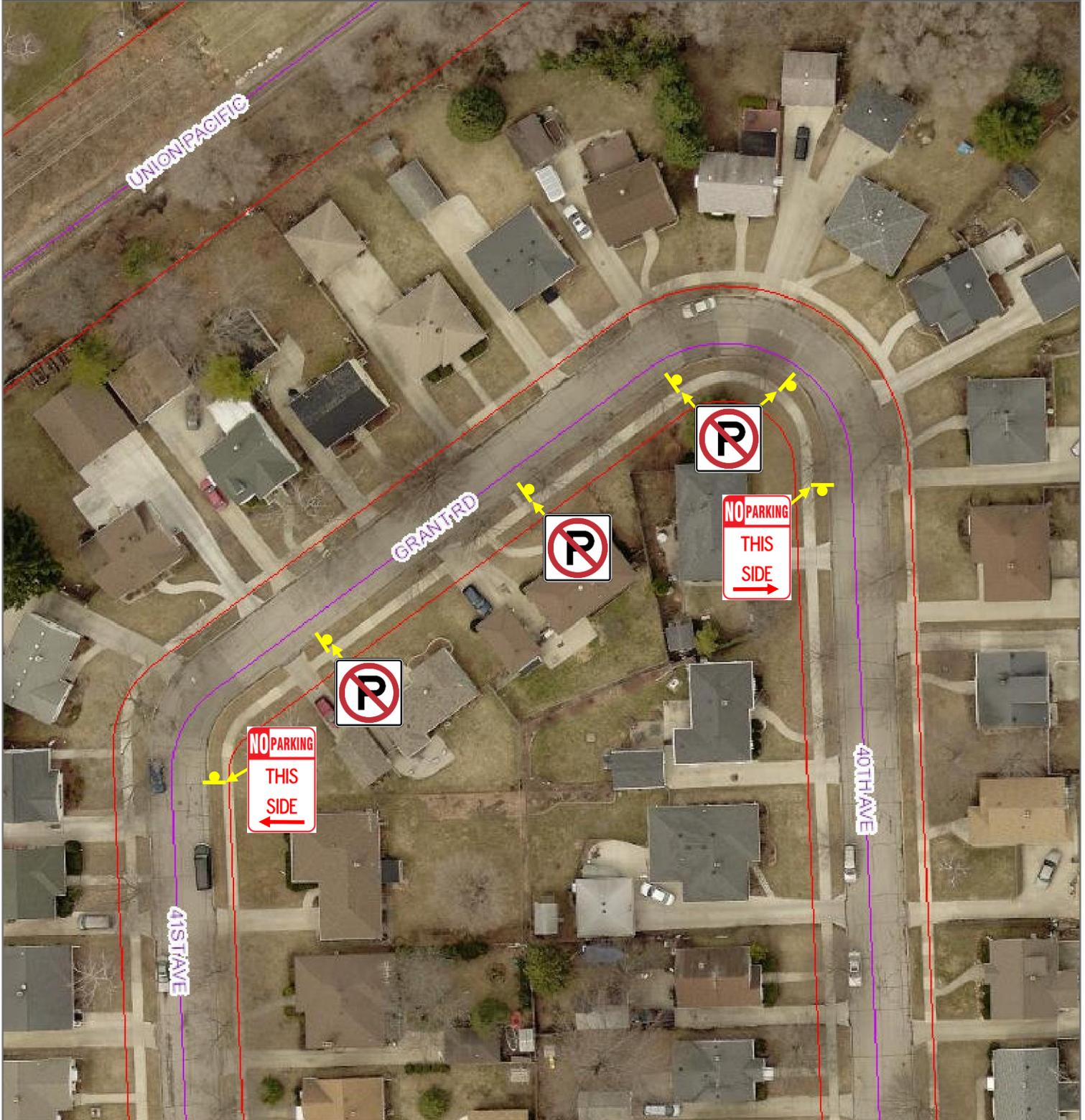
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Proposed Parking Restrictions On Grant Road from 40th Street to 41st Street



1 inch = 60 feet
Date Printed: 4/7/2016



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.

RESOLUTION NO. _____

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**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$22,850,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #4 as shown in Exhibit "B"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Deems the Project Plan Amendment to promote blight elimination in the City of Kenosha, to be in the public interest and for a proper public purpose.
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
4. Confirms that not less than 50% by area of the real property within the district is a "blighted area" within the meaning of Section 66.1105(2)(a), Wisconsin Statutes.
5. Finds that the project costs directly serve to eliminating "blight" within the District consistent with the purpose for which the Tax Incremental District was created.
6. Confirms that the District is a blighted area district.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, adopts the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST: _____,
Debra Salas, City Clerk/Treasurer

APPROVED: _____,
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The purpose of the Project Plan Amendment is to add \$22,850,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs.

The estimated cost of the construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; and reconstruction of 22nd Avenue is \$21,000,000. This amount will be added to a previously approved Project Plan Amendment balance which authorized \$4,000,000 for the construction of/acquisition for public parking.

The estimated cost of the public administrative, legal and other costs is \$1,850,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, and any other activities associated with the district.

The Project Plan Amendment does not involve an Amendment to the TID #4 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #4

Boundary Description

A part of the Northwest quarter of Section 5, Township 1 North, Range 23 East; the Southwest and Southeast quarters of Section 31 and the Southwest quarter of Section 32, Township 2 North, Range 23 East; and the Southeast quarter of Section 36, Township 2 North, Range 22 East of the 4th Principal Meridian, all lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of Certified Survey Map 1293, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence N87°18'26"E along the North line of said CSM 1293 a distance of 566'; thence continuing Easterly along the North line of Block 2 of Southport, a Subdivision of record and on file in the Racine County Land Registry, a distance of approximately 200.31'; thence continuing Southeasterly approximately 85.1' along a line to a point which is approximately 29.25' East and approximately 20.54' South of the Northwest corner of Block 1 of Southport; thence continuing Easterly along a line approximately 300.48' to the Northwest corner of Certified Survey Map 2159, a CSM of record and on file in the Kenosha County Land Registry; thence continuing N87°18'26"E along the north line of said CSM 2159 a distance of 574.37' to the Northeast corner of Lot 2 of Said CSM; thence continuing Easterly along the extension of the North line of said CSM 2159 to the Kenosha Harbor; thence Southerly along the shoreline of Kenosha Harbor to the Northwest corner of Outlot 1 of HarborPark Subdivision, a Subdivision of record and on file in the Kenosha County Land Registry; thence N82°35'20"E along the North line of said Outlot 1 a distance of 670.64'; thence N83°24'7"E a distance of 4.12' to the East line of the aforementioned Section 31; thence continuing N83°24'7"E along the North line of said Outlot 1 a distance of 207.49'; thence N82°21'55"E, along the North line of said Outlot 1 a distance of 359.42'; thence N84°0'28"E along the North line of said Outlot 1 a distance of 85.98'; thence N85°34'29"E along the North line of said Outlot 1 a distance of 320.68'; thence N88°3'59"E along the North line of said Outlot 1 a distance of 47.94'; thence N89°9'27"E along the North line of said Outlot 1 a distance of 154.58'; thence S87°59'16"E along the North line of said Outlot 1 a distance of 68.07'; thence N82°54'14"E along the North line of said Outlot 1 a distance of 363.25; thence N84°36'13"E along the North line of said Outlot 1 a distance of 669.43'; thence N84°34'34"E a distance of 79.65' to the Northeast corner of said Outlot 1; thence S4°7'11"E along the east line of said Outlot 1 a distance of 29.0'; thence S84°50'47"W along the East line of said Outlot 1 a distance of 7.56'; thence N5°15'14"W along the east line of said Outlot 1 a distance of 1.65'; thence S84°56'46"W along the east line of said Outlot 1 a distance of 55.47'; thence S2°3'54"E a distance of 1101.07' to the Southeast corner of said Outlot 1; thence S88°17'44"W along the South line of said Outlot 1 a distance of 386.13' to the eastern edge of the Armour-stone breakwater; thence southerly along the breakwater – following the curve Westerly and continuing across the mouth of Southport Marina to the shore of Lake Michigan; thence southerly along the shoreline of Lake Michigan to the south property line of Eichelman Park as recorded in document 121967 on Page 156 in Volume 93 of deeds in the Kenosha County Land Registry; thence Westerly along the south line of Eichelman Park approximately 292.73' to the east line of 3rd Avenue; thence northerly along the East line of 3rd Avenue approximately 888.8'; thence continuing northerly along the extension of the east line of 3rd Avenue approximately 511.41' to the Northeast corner of Lot 16 of Lake View Subdivision; thence Northeasterly along the extension of the North line of said Lot 16 approximately 122.28'; thence Northerly approximately 209.04' to a point on the south line of Lot 9, Block 11 of Southport which point is approximately 47.91' Southwesterly of the southeast corner of said Lot 9; thence Northerly approximately 274.42' to the Northeast corner of Lot 1, Block 11 of Southport; thence Northerly approximately 66' to the Southeast corner of Lot 8, Block 10 of Southport; thence Westerly along the South line of said Block 10 approximately 340.68' to the southwest corner of said Block 10; thence Northerly upon the West line of said Block 10 approximately 267.38' to the Northwest corner of said Block 10; thence continuing Northerly upon the extension of the West line of said Block 10 approximately 66' to the South line of Lot 28 of HarborPark Subdivision; thence S79°10'6"W along and upon the South line of Lots 28 and 29 of HarborPark Subdivision approximately 309.16'; thence N10°23'4"W along and upon the West line of Lot 29 of HarborPark approximately 199.98' to the Easterly extension of the North line of an East-West alley which runs through Block 30 of Southport; thence Westerly upon the Easterly of the North line of said alley approximately 66'; thence continuing Westerly upon the North line of said alley approximately 264.67' to the Southwest corner of Lot 6 of said Block 30; thence Northerly up the West line of said Lot 6 approximately 58.02'; thence Westerly upon the Easterly extension of the North line of Block 31 of Southport approximately 66'; thence continuing along the North line of said Block 31 approximately 150.98'; thence Northerly perpendicular to the North line of said Block 31 approximately 136.01' to the South line of Block 26 of Southport; thence Easterly along the south lines of Blocks 26 and 27 approximately 484.13' to the Southeast corner of Block 27 of Southport; thence Northerly along the East line of said Block 27 approximately 264.02' to the Northeast corner of said Block 27; thence Westerly along the North line of Said Block 27 approximately 264.02' to the Northwest corner of said Block 27; thence Northerly perpendicular to the North line of said Block 27 approximately 75.53' to the Southwest corner of Lot 1 of HarborPark Subdivision; thence N10°29'35"W upon and along the west line of said Lot 1 approximately 183.53'; thence perpendicular to the West line of said Lot 1 approximately 82.53' to the Southeast corner of Certified Survey Map 2159; thence Southwesterly along the arc of a curve that is concave northwesterly, a distance of 49.01'; said curve having a central angle of 7°11'44", a radius of 390.24' and a chord which bears S63°29'32"W for a distance of

48.98'; thence S10°29'35"E a distance of 244.09'; thence S10°29'35" a distance of 4.88'; thence S80°52'36"W a distance of 47.9'; thence Westerly along the arc of a curve that is concave Northerly a distance of 18.14' to the West line of 7th Avenue: said curve having a central angle of 2°39'46", a radius of 390.24' and a chord which bears S82°12'29"W for a distance of 18.13'; thence continuing Westerly along the arc of a curve that is concave Northerly a distance of 186.19': said curve having a central angle of 27°20'14", a radius of 390.24' and a chord which bears N82°47'31"W for a distance of 184.43'; thence N69°7'24"W a distance of 35.49'; thence S79°40'54"W a distance of 85.13' to the Southwest corner of said CSM 2159; thence continuing S79°40'54"W a distance of 33.1' to the Northeast corner of Parcel C as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence S14°51'20"E a distance of 254.87' to the Southeast corner of Lot 3, Block 17 of Southport; thence S78°55'20"W along the South line of said Block 17 a distance of 237.73' to the Southwest corner of Parcel B as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence N10°34'40"W along the West line of said Parcel B a distance of 248.73'; thence continuing N10°34'40"W approximately 82.77' to the easterly extension of the South line of Lot 2 of Certified Survey Map 1012, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence Westerly along the Easterly extension of the South line of said Lot 2 of said CSM 1012 approximately 80.26' to the Southeast corner of said Lot 2; thence S80°24'30"W a distance of 575.67' to the Southwest corner of Lot 1 of said CSM 1012; thence continuing Westerly approximately 49.5' to the Southeast corner of Block 5 of Southport; thence southerly along the East line of Blocks 5, 20 and 21 of said Southport approximately 670.08' to the Southeast corner of Block 21 of Southport; thence Westerly along the South line of said Block 21 approximately 302.76' to the Southwest corner of said Block 21; thence Northwesterly approximately 35.68' to the Northeast corner of Market Street (56th Street) as laid out and platted in Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing along the North line of said Market (56th) Street approximately 1295.85' to the Southeast corner of Fred Petersdorf Subdivision of the East Part of Block 11 of Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Fred Petersdorf Subdivision, which line is also the North line of 56th Street, approximately 183.5'; thence continuing along the North line of 56th Street approximately 1325.84' to the East line of 22nd Avenue; thence Westerly approximately 51.24' to the Southeast corner of Block 16 of Bain's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Block 16 approximately 283.53' to the Southwest corner of said Block 16; thence Northerly along the West line of said Block 16 approximately 446.95' to the Northwest corner of said Block 16, said corner being also the Southeast corner of the intersection of the South line of 55th Street and the East line of 23rd Avenue; thence easterly along the South line of 55th Street, as relocated on thus and such a date by thus and such a Resolution to the West line of 22nd Avenue; thence continuing Easterly approximately 66.18' to the Northwest corner of Block 2 of The News Subdivision a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing Easterly along the North line of said Block 2 approximately 920.28' to the Northeast corner of said Block 2; thence Northeasterly approximately 82.89' to the Northeast corner of Ridge Street (19th Avenue) as laid out and platted in Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the South line of 55th Street and the East line of 19th Avenue; thence Easterly along the South line of 55th Street approximately 1034.5' to the Northeast corner of Block 13 of Fisk's Addition to the City of Kenosha Subdivision; thence Northeasterly approximately 85.93' to the Southwest corner of Block 1 of Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the east line of 14th Avenue and the Easterly extension of the North line of 55th Street; thence Northerly along the East line of 14th Avenue approximately 1010.14' to the Northwest corner of Block 1 of Jenne's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Easterly along the North line of said Block 1, and continuing Easterly upon the Easterly extension of the North line of said Block 1, approximately 519.38' to the Northwest corner of Certified Survey Map 1293 and the point of the beginning; said Tax Incremental Financing District containing approximately 177.15 Acres of land, more or less.

Thursday, August 18, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

**By the City Plan Commission - To Adopt a Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes (District 2 & 7)
PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Fox and Aldersperson Juliana, Districts 2 and 7, have been notified. This item will be reviewed by the Finance Committee before final approval by the Common Council on Wednesday, September 7, 2016. A Notice announcing this hearing was published in the Kenosha News on July 29 and August 5, 2016. This Notice was also sent to the other local government units as required by Wisconsin Statute 66.1105.

LOCATION AND ANALYSIS:

Site: Area generally bounded by 52nd Street on the north, Lake Michigan on the east, 60th Street on the south and 22nd Avenue on the west.

1. The Project Plan Amendment for Tax Incremental District (TID) #4 is to add \$23,775,000 for construction/improvement of public parking, acquisition, relocation, demolition and site preparation for new development and public parking, reconstruction of 22nd Avenue, and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #4 boundaries.
2. The estimated cost of the construction/improvement of public parking, acquisition, relocation, demolition and site preparation for new development and public parking, and reconstruction of 22nd Avenue is \$21,000,000. This amount will be added to a previously approved Project Plan Amendment balance which authorized \$4,000,000 for the construction of/acquisition for public parking.
3. The estimated cost of the public administrative, legal and other costs is \$2,775,000 and is added to cover any public costs associated with, but not limited to, processing the Project Plan Amendment, issuing the G.O. Promissory Notes, capitalized interest and any other activities associated with the amendment.
4. These added costs will delay the project termination of TID #4 from 2025 to the end of its statutory life of 2031. The added costs will also extend the allocation of positive tax increments from TID #5 from 2024 to 2031, and will require the amendment of TID #11 to allocate positive tax increments to TID #4 and delay the project termination of TID #11 from 2020 to 2022.

RECOMMENDATION:

A recommendation is made to approve the Project Plan Amendment for TID #4.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

/u2/acct/ep/clays/ICPC/2016/AUG18/Staff-TID4.doc

CITY PLAN COMMISSION RESOLUTION # _____

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #4, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$23,775,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #4 as shown in Exhibit "B"; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Adopts the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:

John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The Project Plan Amendment is to add \$23,775,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs.

The estimated cost of the construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; and reconstruction of 22nd Avenue is \$21,000,000. This amount will be added to a previously approved Project Plan Amendment balance which authorized \$4,000,000 for the construction of/acquisition for public parking.

The estimated cost of the public administrative, legal and other costs is \$2,775,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, capitalized interest and any other activities associated with the district.

The Project Plan Amendment does not involve an Amendment to the TID #4 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #4

Boundary Description

A part of the Northwest quarter of Section 5, Township 1 North, Range 23 East; the Southwest and Southeast quarters of Section 31 and the Southwest quarter of Section 32, Township 2 North, Range 23 East; and the Southeast quarter of Section 36, Township 2 North, Range 22 East of the 4th Principal Meridian, all lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of Certified Survey Map 1293, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence N87°18'26"E along the North line of said CSM 1293 a distance of 566'; thence continuing Easterly along the North line of Block 2 of Southport, a Subdivision of record and on file in the Racine County Land Registry, a distance of approximately 200.31'; thence continuing Southeasterly approximately 85.1' along a line to a point which is approximately 29.25' East and approximately 20.54' South of the Northwest corner of Block 1 of Southport; thence continuing Easterly along a line approximately 300.48' to the Northwest corner of Certified Survey Map 2159, a CSM of record and on file in the Kenosha County Land Registry; thence continuing N87°18'26"E along the north line of said CSM 2159 a distance of 574.37' to the Northeast corner of Lot 2 of Said CSM; thence continuing Easterly along the extension of the North line of said CSM 2159 to the Kenosha Harbor; thence Southerly along the shoreline of Kenosha Harbor to the Northwest corner of Outlot 1 of HarborPark Subdivision, a Subdivision of record and on file in the Kenosha County Land Registry; thence N82°35'20"E along the North line of said Outlot 1 a distance of 670.64'; thence N83°24'7"E a distance of 4.12' to the East line of the aforementioned Section 31; thence continuing N83°24'7"E along the North line of said Outlot 1 a distance of 207.49'; thence N82°21'55"E, along the North line of said Outlot 1 a distance of 359.42'; thence N84°0'28"E along the North line of said Outlot 1 a distance of 85.98'; thence N85°34'29"E along the North line of said Outlot 1 a distance of 320.68'; thence N88°3'59"E along the North line of said Outlot 1 a distance of 47.94'; thence N89°9'27"E along the North line of said Outlot 1 a distance of 154.58'; thence S87°59'16"E along the North line of said Outlot 1 a distance of 68.07'; thence N82°54'14"E along the North line of said Outlot 1 a distance of 363.25'; thence N84°36'13"E along the North line of said Outlot 1 a distance of 669.43'; thence N84°34'34"E a distance of 79.65' to the Northeast corner of said Outlot 1; thence S4°7'11"E along the east line of said Outlot 1 a distance of 29.0'; thence S84°50'47"W along the East line of said Outlot 1 a distance of 7.56'; thence N5°15'14"W along the east line of said Outlot 1 a distance of 1.65'; thence S84°56'46"W along the east line of said Outlot 1 a distance of 55.47'; thence S2°3'54"E a distance of 1101.07' to the Southeast corner of said Outlot 1; thence S88°17'44"W along the South line of said Outlot 1 a distance of 386.13' to the eastern edge of the Armour-stone breakwater; thence southerly along the breakwater – following the curve Westerly and continuing across the mouth of Southport Marina to the shore of Lake Michigan; thence southerly along the shoreline of Lake Michigan to the south property line of Eichelman Park as recorded in document 121967 on Page 156 in Volume 93 of deeds in the Kenosha County Land Registry; thence Westerly along the south line of Eichelman Park approximately 292.73' to the east line of 3rd Avenue; thence northerly along the East line of 3rd Avenue approximately 888.8'; thence continuing northerly along the extension of the east line of 3rd Avenue approximately 511.41' to the Northeast corner of Lot 16 of Lake View Subdivision; thence Northeasterly along the extension of the North line of said Lot 16 approximately 122.28'; thence Northerly approximately 209.04' to a point on the south line of Lot 9, Block 11 of Southport which point is approximately 47.91' Southwesterly of the southeast corner of said Lot 9; thence Northerly approximately 274.42' to the Northeast corner of Lot 1, Block 11 of Southport; thence Northerly approximately 66' to the Southeast corner of Lot 8, Block 10 of Southport; thence Westerly along the South line of said Block 10 approximately 340.68' to the southwest corner of said Block 10; thence Northerly upon the West line of said Block 10 approximately 267.38' to the Northwest corner of said Block 10; thence continuing Northerly upon the extension of the West line of said Block 10 approximately 66' to the South line of Lot 28 of HarborPark Subdivision; thence S79°10'6"W along and upon the South line of Lots 28 and 29 of HarborPark Subdivision approximately 309.16'; thence N10°23'4"W along and upon the West line of Lot 29 of HarborPark approximately 199.98' to the Easterly extension of the North line of an East-West alley which runs through Block 30 of Southport; thence Westerly upon the Easterly of the North line of said alley approximately 66'; thence continuing Westerly upon the North line of said alley approximately 264.67' to the Southwest corner of Lot 6 of said Block 30; thence Northerly up the West line of said Lot 6 approximately 58.02'; thence Westerly upon the Easterly extension of the North line of Block 31 of Southport approximately 66'; thence continuing along the North line of said Block 31 approximately 150.98'; thence Northerly perpendicular to the North line of said Block 31 approximately 136.01' to the South line of Block 26 of Southport; thence Easterly along the south lines of Blocks 26 and 27 approximately 484.13' to the Southeast corner of Block 27 of Southport; thence Northerly along the East line of said Block 27 approximately 264.02' to the Northeast corner of said Block 27; thence Westerly along the North line of Said Block 27 approximately 264.02' to the Northwest corner of said Block 27; thence Northerly perpendicular to the North line of said Block 27 approximately 75.53' to the Southwest corner of Lot 1 of HarborPark Subdivision; thence N10°29'35"W upon and along the west line of said Lot 1 approximately 183.53'; thence perpendicular to the West line of said Lot 1 approximately 82.53' to the Southeast corner of Certified Survey Map 2159; thence Southwesterly along the arc of a curve that is concave northwesterly, a distance of 49.01'; said curve having a central angle of 7°11'44", a radius of 390.24' and a chord which bears S63°29'32"W for a distance of

48.98'; thence S10°29'35"E a distance of 244.09'; thence S10°29'35" a distance of 4.88'; thence S80°52'36"W a distance of 47.9'; thence Westerly along the arc of a curve that is concave Northerly a distance of 18.14' to the West line of 7th Avenue; said curve having a central angle of 2°39'46", a radius of 390.24' and a chord which bears S82°12'29"W for a distance of 18.13'; thence continuing Westerly along the arc of a curve that is concave Northerly a distance of 186.19'; said curve having a central angle of 27°20'14", a radius of 390.24' and a chord which bears N82°47'31"W for a distance of 184.43'; thence N69°7'24"W a distance of 35.49'; thence S79°40'54"W a distance of 85.13' to the Southwest corner of said CSM 2159; thence continuing S79°40'54"W a distance of 33.1' to the Northeast corner of Parcel C as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence S14°51'20"E a distance of 254.87' to the Southeast corner of Lot 3, Block 17 of Southport; thence S78°55'20"W along the South line of said Block 17 a distance of 237.73' to the Southwest corner of Parcel B as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence N10°34'40"W along the West line of said Parcel B a distance of 248.73'; thence continuing N10°34'40"W approximately 82.77' to the easterly extension of the South line of Lot 2 of Certified Survey Map 1012, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence Westerly along the Easterly extension of the South line of said Lot 2 of said CSM 1012 approximately 80.26' to the Southeast corner of said Lot 2; thence S80°24'30"W a distance of 575.67' to the Southwest corner of Lot 1 of said CSM 1012; thence continuing Westerly approximately 49.5' to the Southeast corner of Block 5 of Southport; thence southerly along the East line of Blocks 5, 20 and 21 of said Southport approximately 670.08' to the Southeast corner of Block 21 of Southport; thence Westerly along the South line of said Block 21 approximately 302.76' to the Southwest corner of said Block 21; thence Northwesterly approximately 35.68' to the Northeast corner of Market Street (56th Street) as laid out and platted in Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing along the North line of said Market (56th) Street approximately 1295.85' to the Southeast corner of Fred Petersdorf Subdivision of the East Part of Block 11 of Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Fred Petersdorf Subdivision, which line is also the North line of 56th Street, approximately 183.5'; thence continuing along the North line of 56th Street approximately 1325.84' to the East line of 22nd Avenue; thence Westerly approximately 51.24' to the Southeast corner of Block 16 of Bain's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Block 16 approximately 283.53' to the Southwest corner of said Block 16; thence Northerly along the West line of said Block 16 approximately 446.95' to the Northwest corner of said Block 16, said corner being also the Southeast corner of the intersection of the South line of 55th Street and the East line of 23rd Avenue; thence easterly along the South line of 55th Street, as relocated on thus and such a date by thus and such a Resolution to the West line of 22nd Avenue; thence continuing Easterly approximately 66.18' to the Northwest corner of Block 2 of The News Subdivision a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing Easterly along the North line of said Block 2 approximately 920.28' to the Northeast corner of said Block 2; thence Northeasterly approximately 82.89' to the Northeast corner of Ridge Street (19th Avenue) as laid out and platted in Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the South line of 55th Street and the East line of 19th Avenue; thence Easterly along the South line of 55th Street approximately 1034.5' to the Northeast corner of Block 13 of Fisk's Addition to the City of Kenosha Subdivision; thence Northeasterly approximately 85.93' to the Southwest corner of Block 1 of Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the east line of 14th Avenue and the Easterly extension of the North line of 55th Street; thence Northerly along the East line of 14th Avenue approximately 1010.14' to the Northwest corner of Block 1 of Jenne's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Easterly along the North line of said Block 1, and continuing Easterly upon the Easterly extension of the North line of said Block 1, approximately 519.38' to the Northwest corner of Certified Survey Map 1293 and the point of the beginning; said Tax Incremental Financing District containing approximately 177.15 Acres of land, more or less.



Proposed Project Plan Amendment for Tax Incremental District #4

For Consideration by the Common Council on September 7, 2016

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GOALS OF THE KENOSHA TAX INCREMENTAL DISTRICT PROGRAM

The City of Kenosha Tax Incremental District (TID) Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION # 4-16

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #4, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$23,775,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #4 as shown in Exhibit "B"; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Adopts the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

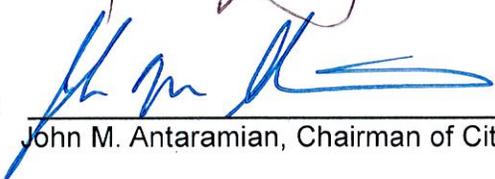
Adopted this 18th day of August, 2016

ATTEST:



Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:



John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The Project Plan Amendment is to add \$23,775,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs.

The estimated cost of the construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; and reconstruction of 22nd Avenue is \$21,000,000. This amount will be added to a previously approved Project Plan Amendment balance which authorized \$4,000,000 for the construction of/acquisition for public parking.

The estimated cost of the public administrative, legal and other costs is \$2,775,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, capitalized interest and any other activities associated with the district.

The Project Plan Amendment does not involve an Amendment to the TID #4 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #4

Boundary Description

A part of the Northwest quarter of Section 5, Township 1 North, Range 23 East; the Southwest and Southeast quarters of Section 31 and the Southwest quarter of Section 32, Township 2 North, Range 23 East; and the Southeast quarter of Section 36, Township 2 North, Range 22 East of the 4th Principal Meridian, all lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of Certified Survey Map 1293, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence N87°18'26"E along the North line of said CSM 1293 a distance of 566'; thence continuing Easterly along the North line of Block 2 of Southport, a Subdivision of record and on file in the Racine County Land Registry, a distance of approximately 200.31'; thence continuing Southeasterly approximately 85.1' along a line to a point which is approximately 29.25' East and approximately 20.54' South of the Northwest corner of Block 1 of Southport; thence continuing Easterly along a line approximately 300.48' to the Northwest corner of Certified Survey Map 2159, a CSM of record and on file in the Kenosha County Land Registry; thence continuing N87°18'26"E along the north line of said CSM 2159 a distance of 574.37' to the Northeast corner of Lot 2 of Said CSM; thence continuing Easterly along the extension of the North line of said CSM 2159 to the Kenosha Harbor; thence Southerly along the shoreline of Kenosha Harbor to the Northwest corner of Outlot 1 of HarborPark Subdivision, a Subdivision of record and on file in the Kenosha County Land Registry; thence N82°35'20"E along the North line of said Outlot 1 a distance of 670.64'; thence N83°24'7"E a distance of 4' 12' to the East line of the aforementioned Section 31; thence continuing N83°24'7"E along the North line of said Outlot 1 a distance of 207.49'; thence N82°21'55"E, along the North line of said Outlot 1 a distance of 359.42'; thence N84°0'28"E along the North line of said Outlot 1 a distance of 85.98'; thence N85°34'29"E along the North line of said Outlot 1 a distance of 320.68'; thence N88°3'59"E along the North line of said Outlot 1 a distance of 47.94'; thence N89°9'27"E along the North line of said Outlot 1 a distance of 154.58'; thence S87°59'16"E along the North line of said Outlot 1 a distance of 68.07'; thence N82°54'14"E along the North line of said Outlot 1 a distance of 363.25'; thence N84°36'13"E along the North line of said Outlot 1 a distance of 669.43'; thence N84°34'34"E a distance of 79.65' to the Northeast corner of said Outlot 1; thence S4°7'11"E along the east line of said Outlot 1 a distance of 29.0'; thence S84°50'47"W along the East line of said Outlot 1 a distance of 7.56'; thence N5°15'14"W along the east line of said Outlot 1 a distance of 1.65'; thence S84°56'46"W along the east line of said Outlot 1 a distance of 55.47'; thence S2°3'54"E a distance of 1101.07' to the Southeast corner of said Outlot 1; thence S88°17'44"W along the South line of said Outlot 1 a distance of 386.13' to the eastern edge of the Armour-stone breakwater; thence southerly along the breakwater – following the curve Westerly and continuing across the mouth of Southport Marina to the shore of Lake Michigan; thence southerly along the shoreline of Lake Michigan to the south property line of Eichelman Park as recorded in document 121967 on Page 156 in Volume 93 of deeds in the Kenosha County Land Registry; thence Westerly along the south line of Eichelman Park approximately 292.73' to the east line of 3rd Avenue; thence northerly along the East line of 3rd Avenue approximately 888.8'; thence continuing northerly along the extension of the east line of 3rd Avenue approximately 511.41' to the Northeast corner of Lot 16 of Lake View Subdivision; thence Northeasterly along the extension of the North line of said Lot 16 approximately 122.28'; thence Northerly approximately 209.04' to a point on the south line of Lot 9, Block 11 of Southport which point is approximately 47.91' Southwesterly of the southeast corner of said Lot 9; thence Northerly approximately 274.42' to the Northeast corner of Lot 1, Block 11 of Southport; thence Northerly approximately 66' to the Southeast corner of Lot 8, Block 10 of Southport; thence Westerly along the South line of said Block 10 approximately 340.68' to the southwest corner of said Block 10; thence Northerly upon the West line of said Block 10 approximately 267.38' to the Northwest corner of said Block 10; thence continuing Northerly upon the extension of the West line of said Block 10 approximately 66' to the South line of Lot 28 of HarborPark Subdivision; thence S79°10'6"W along and upon the South line of Lots 28 and 29 of HarborPark Subdivision approximately 309.16'; thence N10°23'4"W along and upon the West line of Lot 29 of HarborPark approximately 199.98' to the Easterly extension of the North line of an East-West alley which runs through Block 30 of Southport; thence Westerly upon the Easterly of the North line of said alley approximately 66'; thence continuing Westerly upon the North line of said alley approximately 264.67' to the Southwest corner of Lot 6 of said Block 30; thence Northerly up the West line of said Lot 6 approximately 58.02'; thence Westerly upon the Easterly extension of the North line of Block 31 of Southport approximately 66'; thence continuing along the North line of said Block 31 approximately 150.98'; thence Northerly perpendicular to the North line of said Block 31 approximately 136.01' to the South line of Block 26 of Southport; thence Easterly along the south lines of Blocks 26 and 27 approximately 484.13' to the Southeast corner of Block 27 of Southport; thence Northerly along the East line of said Block 27 approximately 264.02' to the Northeast corner of said Block 27; thence Westerly along the North line of Said Block 27 approximately 264.02' to the Northwest corner of said Block 27; thence Northerly perpendicular to the North line of said Block 27 approximately 75.53' to the Southwest corner of Lot 1 of HarborPark Subdivision; thence N10°29'35"W upon and along the west line of said Lot 1 approximately 183.53'; thence perpendicular to the West line of said Lot 1 approximately 82.53' to the Southeast corner of Certified Survey Map 2159; thence Southwesterly along the arc of a curve that is concave northwesterly, a distance of 49.01'; said curve having a central angle of 7°11'44", a radius of 390.24' and a chord which bears S63°29'32"W for a distance of

48.98'; thence S10°29'35"E a distance of 244.09'; thence S10°29'35" a distance of 4.88'; thence S80°52'36"W a distance of 47.9'; thence Westerly along the arc of a curve that is concave Northerly a distance of 18.14' to the West line of 7th Avenue: said curve having a central angle of 2°39'46", a radius of 390.24' and a chord which bears S82°12'29"W for a distance of 18.13'; thence continuing Westerly along the arc of a curve that is concave Northerly a distance of 186.19': said curve having a central angle of 27°20'14", a radius of 390.24' and a chord which bears N82°47'31"W for a distance of 184.43'; thence N69°7'24"W a distance of 35.49'; thence S79°40'54"W a distance of 85.13' to the Southwest corner of said CSM 2159; thence continuing S79°40'54"W a distance of 33.1' to the Northeast corner of Parcel C as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence S14°51'20"E a distance of 254.87' to the Southeast corner of Lot 3, Block 17 of Southport; thence S78°55'20"W along the South line of said Block 17 a distance of 237.73' to the Southwest corner of Parcel B as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence N10°34'40"W along the West line of said Parcel B a distance of 248.73'; thence continuing N10°34'40"W approximately 82.77' to the easterly extension of the South line of Lot 2 of Certified Survey Map 1012, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence Westerly along the Easterly extension of the South line of said Lot 2 of said CSM 1012 approximately 80.26' to the Southeast corner of said Lot 2; thence S80°24'30"W a distance of 575.67' to the Southwest corner of Lot 1 of said CSM 1012; thence continuing Westerly approximately 49.5' to the Southeast corner of Block 5 of Southport; thence southerly along the East line of Blocks 5, 20 and 21 of said Southport approximately 670.08' to the Southeast corner of Block 21 of Southport; thence Westerly along the South line of said Block 21 approximately 302.76' to the Southwest corner of said Block 21; thence Northwesterly approximately 35.68' to the Northeast corner of Market Street (56th Street) as laid out and platted in Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing along the North line of said Market (56th) Street approximately 1295.85' to the Southeast corner of Fred Petersdorf Subdivision of the East Part of Block 11 of Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Fred Petersdorf Subdivision, which line is also the North line of 56th Street, approximately 183.5'; thence continuing along the North line of 56th Street approximately 1325.84' to the East line of 22nd Avenue; thence Westerly approximately 51.24' to the Southeast corner of Block 16 of Bain's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Block 16 approximately 283.53' to the Southwest corner of said Block 16; thence Northerly along the West line of said Block 16 approximately 446.95' to the Northwest corner of said Block 16, said corner being also the Southeast corner of the intersection of the South line of 55th Street and the East line of 23rd Avenue; thence easterly along the South line of 55th Street, as relocated on thus and such a date by thus and such a Resolution to the West line of 22nd Avenue; thence continuing Easterly approximately 66.18' to the Northwest corner of Block 2 of The News Subdivision a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing Easterly along the North line of said Block 2 approximately 920.28' to the Northeast corner of said Block 2; thence Northeasterly approximately 82.89' to the Northeast corner of Ridge Street (19th Avenue) as laid out and platted in Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the South line of 55th Street and the East line of 19th Avenue; thence Easterly along the South line of 55th Street approximately 1034.5' to the Northeast corner of Block 13 of Fisk's Addition to the City of Kenosha Subdivision; thence Northeasterly approximately 85.93' to the Southwest corner of Block 1 of Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the east line of 14th Avenue and the Easterly extension of the North line of 55th Street; thence Northerly along the East line of 14th Avenue approximately 1010.14' to the Northwest corner of Block 1 of Jenne's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Easterly along the North line of said Block 1, and continuing Easterly upon the Easterly extension of the North line of said Block 1, approximately 519.38' to the Northwest corner of Certified Survey Map 1293 and the point of the beginning; said Tax Incremental Financing District containing approximately 177.15 Acres of land, more or less.

RESOLUTION NO. _____

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**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$22,850,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #4 as shown in Exhibit "B"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Deems the Project Plan Amendment to promote blight elimination in the City of Kenosha, to be in the public interest and for a proper public purpose.
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
4. Confirms that not less than 50% by area of the real property within the district is a "blighted area" within the meaning of Section 66.1105(2)(a), Wisconsin Statutes.
5. Finds that the project costs directly serve to eliminating "blight" within the District consistent with the purpose for which the Tax Incremental District was created
6. Confirms that the District is a blighted area district.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, adopts the Project Plan Amendment for TID #4, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST: _____,
Debra Salas, City Clerk/Treasurer

APPROVED: _____,
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The purpose of the Project Plan Amendment is to add \$22,850,000 for construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; reconstruction of 22nd Avenue; and additional public administrative, legal and other costs.

The estimated cost of the construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; and reconstruction of 22nd Avenue is \$21,000,000. This amount will be added to a previously approved Project Plan Amendment balance which authorized \$4,000,000 for the construction of/acquisition for public parking.

The estimated cost of the public administrative, legal and other costs is \$1,850,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, and any other activities associated with the district.

The Project Plan Amendment does not involve an Amendment to the TID #4 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #4

Boundary Description

A part of the Northwest quarter of Section 5, Township 1 North, Range 23 East; the Southwest and Southeast quarters of Section 31 and the Southwest quarter of Section 32, Township 2 North, Range 23 East; and the Southeast quarter of Section 36, Township 2 North, Range 22 East of the 4th Principal Meridian, all lying and being in the City of Kenosha, County of Kenosha, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of Certified Survey Map 1293, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence N87°18'26"E along the North line of said CSM 1293 a distance of 566'; thence continuing Easterly along the North line of Block 2 of Southport, a Subdivision of record and on file in the Racine County Land Registry, a distance of approximately 200.31'; thence continuing Southeasterly approximately 85.1' along a line to a point which is approximately 29.25' East and approximately 20.54' South of the Northwest corner of Block 1 of Southport; thence continuing Easterly along a line approximately 300.48' to the Northwest corner of Certified Survey Map 2159, a CSM of record and on file in the Kenosha County Land Registry; thence continuing N87°18'26"E along the north line of said CSM 2159 a distance of 574.37' to the Northeast corner of Lot 2 of Said CSM; thence continuing Easterly along the extension of the North line of said CSM 2159 to the Kenosha Harbor; thence Southerly along the shoreline of Kenosha Harbor to the Northwest corner of Outlot 1 of HarborPark Subdivision, a Subdivision of record and on file in the Kenosha County Land Registry; thence N82°35'20"E along the North line of said Outlot 1 a distance of 670.64'; thence N83°24'7"E a distance of 4.12' to the East line of the aforementioned Section 31; thence continuing N83°24'7"E along the North line of said Outlot 1 a distance of 207.49'; thence N82°21'55"E, along the North line of said Outlot 1 a distance of 359.42'; thence N84°0'28"E along the North line of said Outlot 1 a distance of 85.98'; thence N85°34'29"E along the North line of said Outlot 1 a distance of 320.68'; thence N88°3'59"E along the North line of said Outlot 1 a distance of 47.94'; thence N89°9'27"E along the North line of said Outlot 1 a distance of 154.58'; thence S87°59'16"E along the North line of said Outlot 1 a distance of 68.07'; thence N82°54'14"E along the North line of said Outlot 1 a distance of 363.25'; thence N84°36'13"E along the North line of said Outlot 1 a distance of 669.43'; thence N84°34'34"E a distance of 79.65' to the Northeast corner of said Outlot 1; thence S4°7'11"E along the east line of said Outlot 1 a distance of 29.0'; thence S84°50'47"W along the East line of said Outlot 1 a distance of 7.56'; thence N5°15'14"W along the east line of said Outlot 1 a distance of 1.65'; thence S84°56'46"W along the east line of said Outlot 1 a distance of 55.47'; thence S2°3'54"E a distance of 1101.07' to the Southeast corner of said Outlot 1; thence S88°17'44"W along the South line of said Outlot 1 a distance of 386.13' to the eastern edge of the Armour-stone breakwater; thence southerly along the breakwater – following the curve Westerly and continuing across the mouth of Southport Marina to the shore of Lake Michigan; thence southerly along the shoreline of Lake Michigan to the south property line of Eichelman Park as recorded in document 121967 on Page 156 in Volume 93 of deeds in the Kenosha County Land Registry; thence Westerly along the south line of Eichelman Park approximately 292.73' to the east line of 3rd Avenue; thence northerly along the East line of 3rd Avenue approximately 888.8'; thence continuing northerly along the extension of the east line of 3rd Avenue approximately 511.41' to the Northeast corner of Lot 16 of Lake View Subdivision; thence Northeasterly along the extension of the North line of said Lot 16 approximately 122.28'; thence Northerly approximately 209.04' to a point on the south line of Lot 9, Block 11 of Southport which point is approximately 47.91' Southwesterly of the southeast corner of said Lot 9; thence Northerly approximately 274.42' to the Northeast corner of Lot 1, Block 11 of Southport; thence Northerly approximately 66' to the Southeast corner of Lot 8, Block 10 of Southport; thence Westerly along the South line of said Block 10 approximately 340.68' to the southwest corner of said Block 10; thence Northerly upon the West line of said Block 10 approximately 267.38' to the Northwest corner of said Block 10; thence continuing Northerly upon the extension of the West line of said Block 10 approximately 66' to the South line of Lot 28 of HarborPark Subdivision; thence S79°10'6"W along and upon the South line of Lots 28 and 29 of HarborPark Subdivision approximately 309.16'; thence N10°23'4"W along and upon the West line of Lot 29 of HarborPark approximately 199.98' to the Easterly extension of the North line of an East-West alley which runs through Block 30 of Southport; thence Westerly upon the Easterly of the North line of said alley approximately 66'; thence continuing Westerly upon the North line of said alley approximately 264.67' to the Southwest corner of Lot 6 of said Block 30; thence Northerly up the West line of said Lot 6 approximately 58.02'; thence Westerly upon the Easterly extension of the North line of Block 31 of Southport approximately 66'; thence continuing along the North line of said Block 31 approximately 150.98'; thence Northerly perpendicular to the North line of said Block 31 approximately 136.01' to the South line of Block 26 of Southport; thence Easterly along the south lines of Blocks 26 and 27 approximately 484.13' to the Southeast corner of Block 27 of Southport; thence Northerly along the East line of said Block 27 approximately 264.02' to the Northeast corner of said Block 27; thence Westerly along the North line of Said Block 27 approximately 264.02' to the Northwest corner of said Block 27; thence Northerly perpendicular to the North line of said Block 27 approximately 75.53' to the Southwest corner of Lot 1 of HarborPark Subdivision; thence N10°29'35"W upon and along the west line of said Lot 1 approximately 183.53'; thence perpendicular to the West line of said Lot 1 approximately 82.53' to the Southeast corner of Certified Survey Map 2159; thence Southwesterly along the arc of a curve that is concave northwesterly, a distance of 49.01': said curve having a central angle of 7°11'44", a radius of

390.24' and a chord which bears S63°29'32"W for a distance of 48.98'; thence S10°29'35"E a distance of 244.09'; thence S10°29'35" a distance of 4.88'; thence S80°52'36"W a distance of 47.9'; thence Westerly along the arc of a curve that is concave Northerly a distance of 18.14' to the West line of 7th Avenue: said curve having a central angle of 2°39'46", a radius of 390.24' and a chord which bears S82°12'29"W for a distance of 18.13'; thence continuing Westerly along the arc of a curve that is concave Northerly a distance of 186.19': said curve having a central angle of 27°20'14", a radius of 390.24' and a chord which bears N82°47'31"W for a distance of 184.43'; thence N69°7'24"W a distance of 35.49'; thence S79°40'54"W a distance of 85.13' to the Southwest corner of said CSM 2159; thence continuing S79°40'54"W a distance of 33.1' to the Northeast corner of Parcel C as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence S14°51'20"E a distance of 254.87' to the Southeast corner of Lot 3, Block 17 of Southport; thence S78°55'20"W along the South line of said Block 17 a distance of 237.73' to the Southwest corner of Parcel B as laid out and platted according to a survey recorded at the Kenosha County Land Registry on January 4, 2005, and recorded as a part of document #1417668; thence N10°34'40"W along the West line of said Parcel B a distance of 248.73'; thence continuing N10°34'40"W approximately 82.77' to the easterly extension of the South line of Lot 2 of Certified Survey Map 1012, a Certified Survey Map of record and on file at the Kenosha County Land Registry; thence Westerly along the Easterly extension of the South line of said Lot 2 of said CSM 1012 approximately 80.26' to the Southeast corner of said Lot 2; thence S80°24'30"W a distance of 575.67' to the Southwest corner of Lot 1 of said CSM 1012; thence continuing Westerly approximately 49.5' to the Southeast corner of Block 5 of Southport; thence southerly along the East line of Blocks 5, 20 and 21 of said Southport approximately 670.08' to the Southeast corner of Block 21 of Southport; thence Westerly along the South line of said Block 21 approximately 302.76' to the Southwest corner of said Block 21; thence Northwesterly approximately 35.68' to the Northeast corner of Market Street (56th Street) as laid out and platted in Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing along the North line of said Market (56th) Street approximately 1295.85' to the Southeast corner of Fred Petersdorf Subdivision of the East Part of Block 11 of Fisk's Addition to the City of Kenosha, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Fred Petersdorf Subdivision, which line is also the North line of 56th Street, approximately 183.5'; thence continuing along the North line of 56th Street approximately 1325.84' to the East line of 22nd Avenue; thence Westerly approximately 51.24' to the Southeast corner of Block 16 of Bain's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Westerly along the South line of said Block 16 approximately 283.53' to the Southwest corner of said Block 16; thence Northerly along the West line of said Block 16 approximately 446.95' to the Northwest corner of said Block 16, said corner being also the Southeast corner of the intersection of the South line of 55th Street and the East line of 23rd Avenue; thence easterly along the South line of 55th Street, as relocated on thus and such a date by thus and such a Resolution to the West line of 22nd Avenue; thence continuing Easterly approximately 66.18' to the Northwest corner of Block 2 of The News Subdivision a Subdivision of record and on file at the Kenosha County Land Registry; thence continuing Easterly along the North line of said Block 2 approximately 920.28' to the Northeast corner of said Block 2; thence Northeasterly approximately 82.89' to the Northeast corner of Ridge Street (19th Avenue) as laid out and platted in Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the South line of 55th Street and the East line of 19th Avenue; thence Easterly along the South line of 55th Street approximately 1034.5' to the Northeast corner of Block 13 of Fisk's Addition to the City of Kenosha Subdivision; thence Northeasterly approximately 85.93' to the Southwest corner of Block 1 of Fisk's Addition to the City of Kenosha Subdivision, said point being also the intersection of the east line of 14th Avenue and the Easterly extension of the North line of 55th Street; thence Northerly along the East line of 14th Avenue approximately 1010.14' to the Northwest corner of Block 1 of Jenne's Subdivision, a Subdivision of record and on file at the Kenosha County Land Registry; thence Easterly along the North line of said Block 1, and continuing Easterly upon the Easterly extension of the North line of said Block 1, approximately 519.38' to the Northwest corner of Certified Survey Map 1293 and the point of the beginning; said Tax Incremental Financing District containing approximately 177.15 Acres of land, more or less.

RESOLUTION NO. 16-1

**BY: THE JOINT REVIEW BOARD FOR
TAX INCREMENTAL DISTRICT #4**

**TO APPROVE THE PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #4, CITY OF KENOSHA, WISCONSIN**

WHEREAS, Section 66.1105, Wisconsin Statutes, provides the authority and procedure for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, a Joint Review Board was convened under the authority of Section 66.1105(4m), Wisconsin Statutes, for the purpose of reviewing the public record, planning documents and the Resolution passed by the Common Council of the City of Kenosha, Wisconsin, under 66.1105(4)(h)1., Wisconsin Statutes, relating to the proposed Amendment of the Project Plan (the "Project Plan Amendment") of TID #4 of the City of Kenosha, Wisconsin (the "Tax Incremental District"); and

WHEREAS, the Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board for TID #4, City of Kenosha, Wisconsin, that it approves Resolution Number _____ adopted on September 7, 2016, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes and the Project Plan Amendment, based on the following criteria:

1. That the development expected in the Tax Incremental District would not occur without the use of tax incremental financing.
2. That the economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income and property value are sufficient to compensate for the cost of improvements.
3. That the benefits of the Tax Incremental District outweigh the anticipated loss in tax increments to be paid by the owners of property in the overlying taxing districts.
4. That, in its judgment, the development described in the Project Plan Amendment would not occur without the Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST: _____, Staff

APPROVED: _____, Chairperson

**AMENDED STATEMENT OF KIND, NUMBER AND LOCATION
OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT
AND A DETAILED LIST OF ESTIMATED PROJECT COSTS
AND WHEN COSTS ARE EXPECTED TO BE INCURRED**

Construction/improvement of public parking; acquisition, relocation, demolition and site preparation for new development and public parking; and reconstruction of 22nd Avenue. See attached map for location of all improvements.

City administrative, legal and related costs include amending the Project Plan, issuing the G.O. Promissory Notes, capitalized interest and any other activities associated with the Amendment.

Description of Project Costs	2016	2017	2018	Total
Construction/Improvement of Public Parking	\$0	\$6,150,000	\$1,850,000	\$8,000,000
Acquisition, relocation, demolition and site preparation for new development and public parking	\$10,000,000	\$3,500,000	\$0	\$13,500,000
Reconstruction of 22nd Avenue	\$0	\$350,000	\$3,150,000	\$3,500,000
City Administrative/Legal/Related Costs	\$1,110,000	\$640,000	\$100,000	\$1,850,000
Total	\$11,110,000	\$10,640,000	\$5,100,000	\$26,850,000

Costs to be Recovered by TID	2016	2017	2018	Total
Project Costs	--	--	--	\$26,850,000
Financing Costs	--	--	--	\$11,498,800
Total	--	--	--	\$38,348,800

City of Kenosha

\$11,110,000.00 G.O. Promissory Notes - Dated 12/01/16
 TID No. 4 Stand-Alone - Proposed 2016 Amendment
 Estimate @ 4.0% for 08/04/16 Board of Review Meeting

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	-	-	222,200.00	222,200.00	-
###	-	-	222,200.00	222,200.00	444,400.00
###	-	-	222,200.00	222,200.00	-
###	-	-	222,200.00	222,200.00	444,400.00
###	-	-	222,200.00	222,200.00	-
###	-	-	222,200.00	222,200.00	444,400.00
###	-	-	222,200.00	222,200.00	-
###	1,535,000.00	4.000%	222,200.00	1,757,200.00	###
###	-	-	191,500.00	191,500.00	-
###	695,000.00	4.000%	191,500.00	886,500.00	###
###	-	-	177,600.00	177,600.00	-
###	85,000.00	4.000%	177,600.00	262,600.00	440,200.00
###	-	-	175,900.00	175,900.00	-
###	90,000.00	4.000%	175,900.00	265,900.00	441,800.00
###	-	-	174,100.00	174,100.00	-
###	90,000.00	4.000%	174,100.00	264,100.00	438,200.00
###	-	-	172,300.00	172,300.00	-
###	1,625,000.00	4.000%	172,300.00	1,797,300.00	###
###	-	-	139,800.00	139,800.00	-
###	3,560,000.00	4.000%	139,800.00	3,699,800.00	###
###	-	-	68,600.00	68,600.00	-
###	3,430,000.00	4.000%	68,600.00	3,498,600.00	###
Total	\$11,110,000.00	-	\$3,977,200.00	\$15,087,200.00	-

2016 - \$10.0M + 2% @ 4.0% | SINGLE PURPOSE | 8/1/2016 | 11:16 AM

Piper Jaffray & Co.
 Milwaukee Public Finance

City of Kenosha
\$10,640,000.00 G.O. Promissory Notes - Dated 09/01/17
TID No. 4 Stand-Alone - Proposed 2016 Amendment
Estimate @ 4.0% - For 08/04/16 Board of Review Meeting

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	-	-	425,600.00	425,600.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	-	-	212,800.00	212,800.00	-
###	-	-	212,800.00	212,800.00	425,600.00
###	455,000.00	4.000%	212,800.00	667,800.00	880,600.00
###	-	-	203,700.00	203,700.00	-
###	4,095,000.00	4.000%	203,700.00	4,298,700.00	4,502,400.00
###	-	-	121,800.00	121,800.00	-
###	4,300,000.00	4.000%	121,800.00	4,421,800.00	4,543,600.00
###	-	-	35,800.00	35,800.00	-
###	1,790,000.00	4.000%	35,800.00	1,825,800.00	1,861,600.00
Total	\$10,640,000.00	-	\$4,978,600.00	\$15,618,600.00	-

City of Kenosha

Cash Flow Projections - TID No. 4 - Blighted

Creation Date 07/03/09 - Expenditure Period 01/01/26

Transfers Allowed Through 01/01/31 With IRB Approval

Transfers Allowed Through 01/01/31 Without IRB Approval

Date Prepared: 07/20/16

Includes Proposed 2016 Amendment... Includes Transfers from TID No. 1, 3, and 11... For 08/04/16 Board of Review Meeting

Change Takes Place During Year	Amount	Taxable Incremental Value		Tax Rate	Tax Incremental Collections	Transfer From TID #1	Transfer From TID #5	Transfer From TID #11	Other Revenues and Adjustments	Capitalized Interest	Exempt Capital Ad	Total All Revenues and Adjustments	Less Existing Debt Service as of 12/31/14	Less \$13.75M C.O. Ref. Bonds 03/07/13	Less \$3.015M C.O. Notes Series 2015A 03/07/13	Less Projected \$11.1M C.O. Notes 12/01/16	Less Projected \$10.64M C.O. Notes 09/01/17	Less Projected \$5.7M C.O. Notes 09/01/18	Fund Balance 31-Dec	For Collection Year	
		Value as of 01/01	Incremental Value																		
1999																					
2000	1,476,400 (M)	2000	9,172,200 (M)	26.150 (M)	242,030 (M)	1,168,088 (M)			15,673			1,425,791 (M)	(1,829,681) (M)						(5,316,394) (M)	2001	
2001	10,648,600 (M)	2001	10,648,600 (M)	26,500 (M)	282,009 (M)	1,239,460 (M)			16,909			1,538,778 (M)	(1,882,579) (M)						(5,648,939) (M)	2002	
2002	10,171,000 (M)	2002	20,819,600 (M)	25,550 (M)	534,019 (M)	1,281,178 (M)						1,815,197 (M)	(1,430,031) (M)						(5,270,939) (M)	2003	
2003	17,253,900 (M)	2003	38,073,500 (M)	24,750 (M)	942,488 (M)	1,288,861 (M)			1,263,375			3,494,724 (M)	(2,409,993) (M)						(4,090,208) (M)	2004	
2004	14,301,900 (M)	2004	52,375,400 (M)	23,910 (M)	1,658,024 (M)	1,276,932 (M)			1,772,268			4,444,548 (M)	(2,837,404) (M)						(3,816,786) (M)	2005	
2005	22,703,700 (M)	2005	75,079,100 (M)	22,080 (M)	2,165,824 (M)	1,313,517 (M)			1,509,592			6,164,453 (M)	(4,262,813) (M)						(2,209,642) (M)	2006	
2006	25,881,000 (M)	2006	100,960,100 (M)	21,350 (M)	2,643,137 (M)	1,384,071 (M)			33,205 (F)			8,206,413 (M)	(5,847,517) (M)						(894,690) (M)	2007	
2007	7,395,900 (M)	2007	108,356,000 (M)	22,100 (M)	2,643,137 (M)	1,384,071 (M)			266,249 (C)			9,474,106 (M)	(6,444,400) (M)						652,057 (M)	2008	
2008	11,248,600 (M)	2008	119,604,600 (M)	23,020 (M)	2,771,862 (M)	1,702,244 (M)			2,465,517 (M)			11,248,600 (M)	(8,333,996) (M)						(935,047) (M)	2009	
2009	12,486,300 (M)	2009	132,090,900 (M)	23,780 (M)	2,465,517 (M)	1,702,244 (M)			3,969,438			13,218,038 (M)	(9,443,676) (M)						(2,716,802) (M)	2010	
2010	13,335,000 (M)	2010	145,425,900 (M)	24,290 (M)	2,578,890 (M)	1,835,481 (M)			(11,883) (F)			15,053,529 (M)	(10,300,963) (M)						(4,593,551) (M)	2011	
2011	14,775,900 (M)	2011	160,201,800 (M)	24,917 (M)	2,928,688 (M)	1,857,442 (M)			17,340,619 (M)			16,913,147 (M)	(11,883) (F)						(4,087,789) (M)	2012	
2012	16,335,000 (M)	2012	176,536,800 (M)	25,807 (M)	3,190,168 (M)	1,738,635 (M)						18,652,782 (M)	(13,663,245) (M)						(3,790,494) (M)	2013	
2013	18,265,800 (M)	2013	194,802,600 (M)	26,663 (M)	3,507,802 (M)	1,826,060 (M)						20,170,619 (M)	(16,683,245) (M)						(3,940,277) (M)	2014	
2014	20,776,717 (M)	2014	215,579,317 (M)	28,283 (M)	4,021,345 (M)	1,819,265 (M)						22,992,992 (M)	(18,683,245) (M)						(2,456,101) (M)	2015	
2015	23,443,371 (M)	2015	239,022,688 (M)	27,759 (M)	4,542,621 (M)	1,802,911 (M)						25,815,903 (M)	(21,663,245) (M)						(2,842,383) (M)	2016	
2016	26,474,439 (M)	2016	265,500,127 (M)	27,144 (M)	5,063,906 (M)	1,826,060 (M)						28,638,809 (M)	(24,747,245) (M)						(8,406,398) (M)	2017	
2017	29,900,493 (M)	2017	295,400,620 (M)	26,531 (M)	5,585,287 (M)	1,786,965 (M)						31,464,774 (M)	(27,747,245) (M)						(7,788,631) (M)	2018	
2018	33,335,000 (M)	2018	328,735,620 (M)	25,014 (M)	6,106,674 (M)	1,786,965 (M)						34,281,739 (M)	(30,747,245) (M)						(7,151,268) (M)	2019	
2019	37,200,000 (M)	2019	365,935,620 (M)	24,814 (M)	6,627,159 (M)	1,786,965 (M)						37,100,704 (M)	(33,747,245) (M)						(6,062,993) (M)	2020	
2020	41,531,943 (M)	2020	407,467,563 (M)	24,234 (M)	7,148,098 (M)	1,786,965 (M)						39,919,669 (M)	(36,747,245) (M)						(5,017,374) (M)	2021	
2021	46,387,082 (M)	2021	453,854,645 (M)	23,791 (M)	7,672,037 (M)	1,786,965 (M)						42,738,634 (M)	(39,747,245) (M)						(4,502,000) (M)	2022	
2022	51,943,943 (M)	2022	505,798,588 (M)	23,791 (M)	8,195,976 (M)	1,786,965 (M)						45,557,600 (M)	(42,747,245) (M)						(4,502,000) (M)	2023	
2023	58,275,312 (M)	2023	564,073,900 (M)	23,791 (M)	8,720,915 (M)	1,786,965 (M)						48,376,565 (M)	(45,747,245) (M)						(4,502,000) (M)	2024	
2024	65,451,065 (M)	2024	629,524,965 (M)	23,791 (M)	9,245,854 (M)	1,786,965 (M)						51,195,530 (M)	(48,747,245) (M)						(4,502,000) (M)	2025	
2025	73,535,376 (M)	2025	703,060,341 (M)	23,791 (M)	9,760,793 (M)	1,786,965 (M)						54,015,495 (M)	(51,747,245) (M)						(4,502,000) (M)	2026	
2026	82,689,289 (M)	2026	785,749,630 (M)	23,791 (M)	10,275,732 (M)	1,786,965 (M)						56,835,460 (M)	(54,747,245) (M)						(4,502,000) (M)	2027	
2027	93,019,912 (M)	2027	878,769,542 (M)	23,791 (M)	10,790,671 (M)	1,786,965 (M)						59,655,425 (M)	(57,747,245) (M)						(4,502,000) (M)	2028	
2028	104,631,000 (M)	2028	983,400,542 (M)	23,791 (M)	11,305,610 (M)	1,786,965 (M)						62,475,390 (M)	(60,747,245) (M)						(4,502,000) (M)	2029	
2029	117,648,000 (M)	2029	1,093,048,542 (M)	23,791 (M)	11,820,549 (M)	1,786,965 (M)						65,295,355 (M)	(63,747,245) (M)						(4,502,000) (M)	2030	
2030	132,211,000 (M)	2030	1,225,259,542 (M)	23,791 (M)	12,335,488 (M)	1,786,965 (M)						68,115,320 (M)	(66,747,245) (M)						(4,502,000) (M)	2031	
2031	148,448,000 (M)	2031	1,373,707,542 (M)	23,791 (M)	12,850,427 (M)	1,786,965 (M)						70,935,285 (M)	(69,747,245) (M)						(4,502,000) (M)	2031	

Assumptions:
 Taxable incremental values for years 2015 through 2029 include a 1.0% increase in taxable incremental values.
 (M) Actual
 (F) Debt on Schedule S 842,329 - \$500,136 Rebuilding Proceeds 2004C 12/02/04 - \$2,454,846 matching debt paid 03/01/05
 (C) Transfer \$3,339,827 - \$1,703,165
 (D) Premium on \$2,626,600 portion of 2008B Notes of \$137,387 - \$180,199 to agree with City's Books - 353,536
 (E) Estimate
 (F) Excess premium on \$115,000 Notes 06/01/09 of \$7,533 plus \$25,672 to adjust to 12/31/09 audited balance
 (G) Represents proceeds from refinancing of 09/01/15 maturity of 2005D CANS \$17,162,862.32 plus Capitalized Interest on the 2015A Notes \$177,914.35 less Urban Renewal fee \$130 less \$28 to adjust to City's Audit Report.
 (H) CAP \$1,500 less TRF \$1,950 = (\$400)
 (I) Debt Service per Paper \$6,663,839 plus \$370,124 (2006A) less \$2,000,000 (2005D) = Debt Service per Audit \$4,833,963
 (J) Debt Service per Paper \$6,663,839 plus \$370,124 (2006A) plus \$370,124 (2006A) less \$2,000,000 (2005D) = Debt Service per Audit \$5,434,127
 (K) Reconciled to City's 12/31/14 Audit Report.
 (L) Estimate based on 5% reduction per year.
 (M) To adjust to the City's Audit Report.
 Base Value = \$16,173,300

Less Projected \$11.1M C.O. Notes 12/01/16	Less Projected \$10.64M C.O. Notes 09/01/17	Less Projected \$5.7M C.O. Notes 09/01/18	Fund Balance 31-Dec
(644,400)	(425,600)	(204,000)	(5,316,394) (M)
(644,400)	(425,600)	(204,000)	(5,648,939) (M)
(1,979,400)	(425,600)	(204,000)	(4,090,208) (M)
(1,978,000)	(425,600)	(204,000)	(3,816,786) (M)
(441,800)	(425,600)	(204,000)	(2,209,642) (M)
(438,200)	(425,600)	(204,000)	(894,690) (M)
(1,869,600)	(425,600)	(204,000)	652,057 (M)
(3,339,600)	(425,600)	(204,000)	(935,047) (M)
(3,567,200)	(425,600)	(204,000)	(2,716,802) (M)
0	(880,600)	(204,000)	(4,593,551) (M)
0	(4,502,000)	(204,000)	(4,087,789) (M)
0	(4,502,000)	(204,000)	(3,790,494) (M)
0	(1,861,600)	(2,970,000)	(3,940,277) (M)
0	0	0	(2,456,101) (M)
(644,400)	(425,600)	(204,000)	(8,406,398) (M)
(644,400)	(425,600)	(204,000)	(7,788,631) (M)
(1,979,400)	(425,600)	(204,000)	(7,151,268) (M)
(1,978,000)	(425,600)	(204,000)	(6,062,993) (M)
(441,800)	(425,600)	(204,000)	5,017,374 (M)
(438,200)	(425,600)	(204,000)	2,691,578 (M)
(1,869,600)	(425,600)	(204,000)	3,972 (M)
(3,339,600)	(425,600)	(204,000)	2,233 (M)
(3,567,200)	(880,600)	(204,000)	5,243 (M)
0	(4,502,000)	(204,000)	133 (M)
0	(4,502,000)	(204,000)	771 (M)
0	(1,861,600)	(2,970,000)	5,830 (M)
0	0	0	0 (M)
(15,087,200)	(15,618,600)	(7,643,000)	
(3,873,773)			
(20,465,104)			
(89,580,247)			
(167,177,337)			
26,302			
1,314,400			
8,602,484			
20,972,947			
42,809,663			
31,537,200			
61,914,341			
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42,809,663			
31,537,200			
61,914,341			
862,484			
862,484			

**CHANGES IN ZONING ORDINANCE, MASTER PLAN, MAP,
BUILDING CODE AND CITY ORDINANCES**

No changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this Project Plan Amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

**STATEMENT OF THE PROPOSED METHOD FOR THE
RELOCATION OF PERSONS TO BE DISPLACED**

All individuals and businesses to be displaced as a result of the activities occurring within the district as a part of this Project Plan will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other State and Federal rules and regulations as applicable.

STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this Project Plan Amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, as amended January 20, 2016. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed Project Plan Amendment as amended January 20, 2016, and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, the amendment of this Tax Incremental District promotes the orderly development of the City.



Edward R. Antaramian
City Attorney

August 16, 2016

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

Re: Project Plan Ninth Amendment for Tax Incremental
District Number 4 [TIF District No. 4]

Dear Mayor and Members of the Common Council:

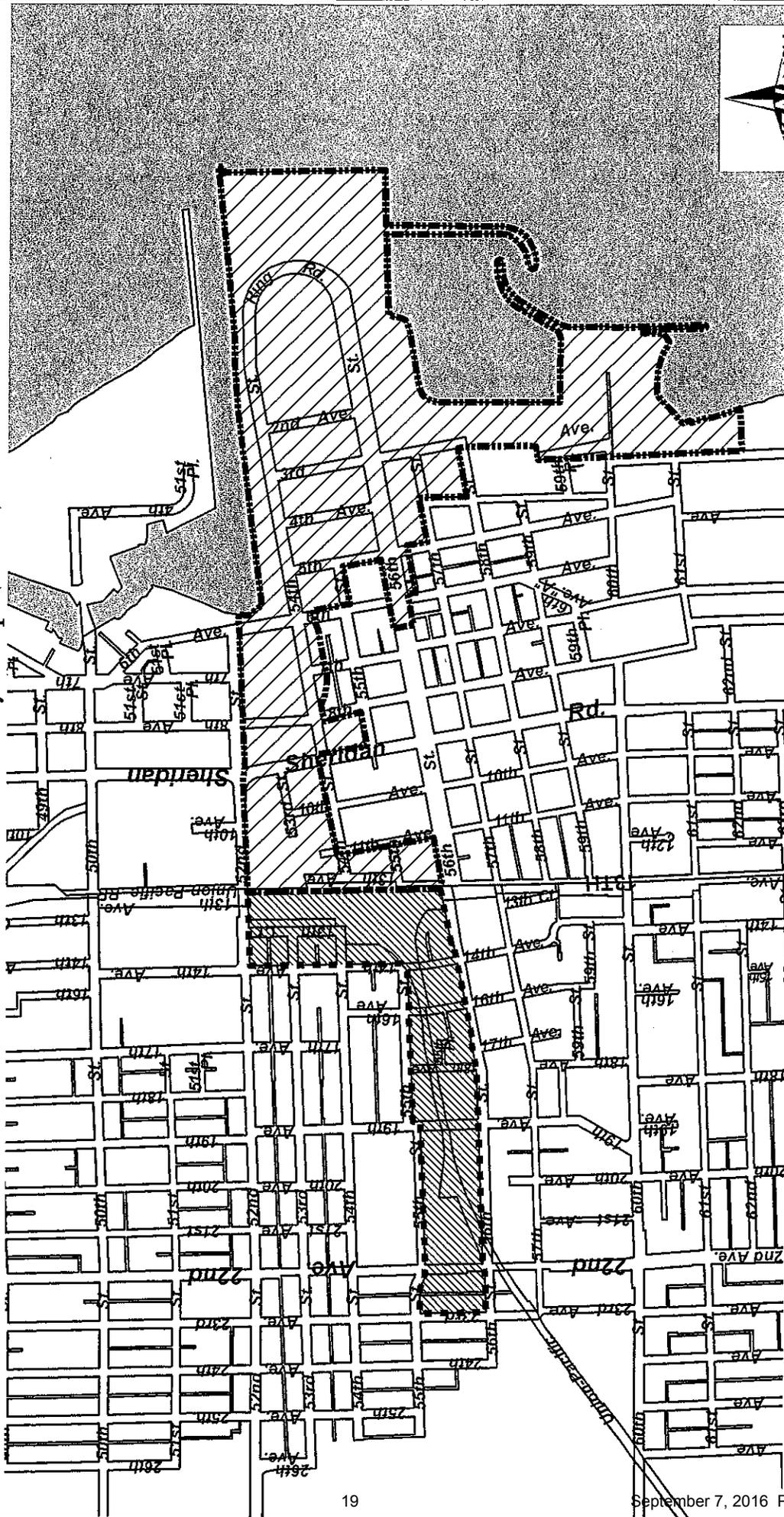
I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,

Edward R. Antaramian
City Attorney

Tax Incremental Financing District #4 for the City of Kenosha

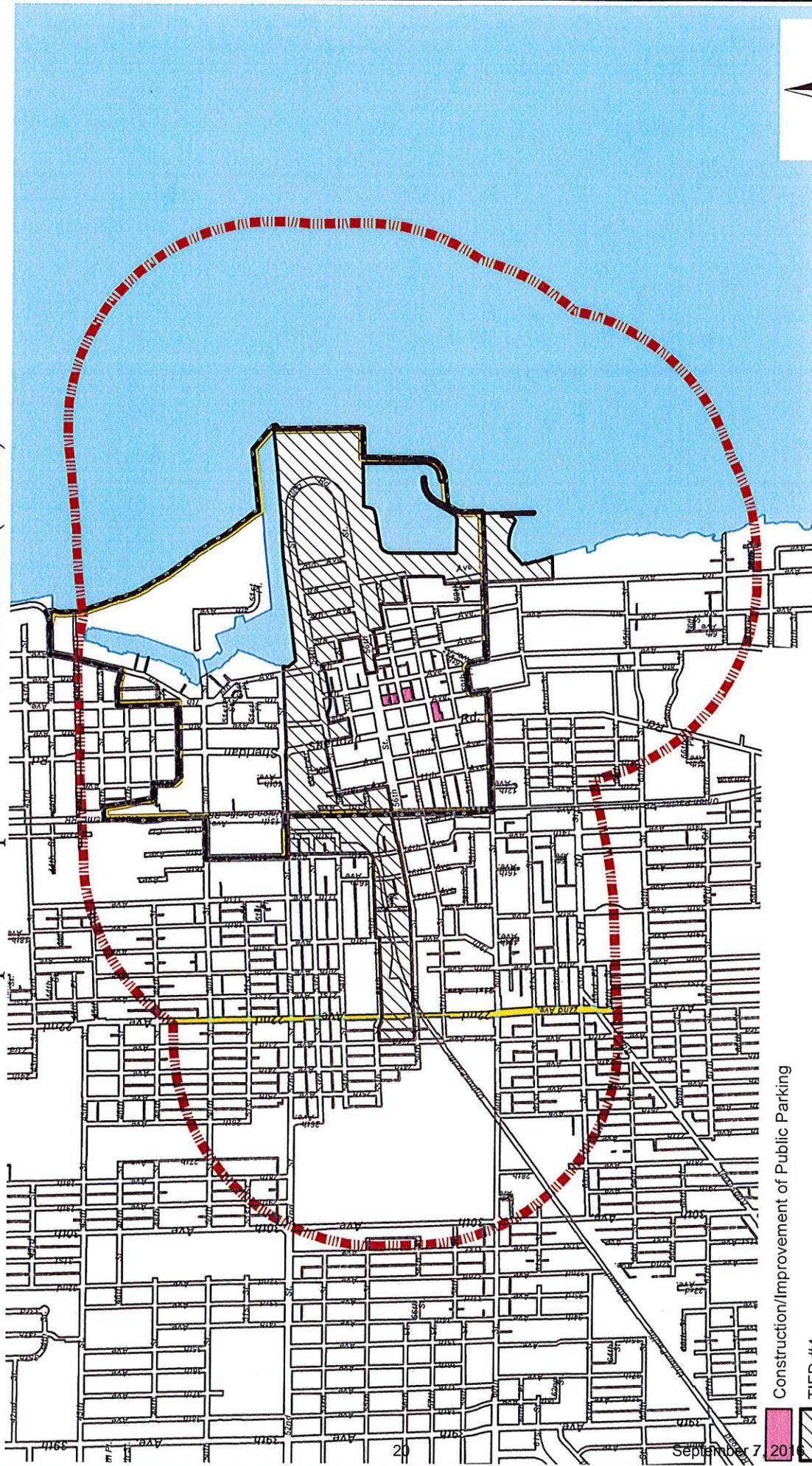
Amended Site Vicinity Map (2007)



 Existing T.I.D. Boundary
 2007 Addition to T.I.D. #4

Tax Incremental Financing District #4 for the City of Kenosha

Proposed Improvements and Uses (2016)



Construction/Improvement of Public Parking

TIFD #4

TIFD #4 One-half Mile Service Area

Acquisition, Relocation, Demolition and Site Preparation for New Development and Public Parking

22nd Avenue Reconstruction



RESOLUTION NO. _____

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**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a project plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Deems the Project Plan Amendment to promote industrial development in the City of Kenosha, to be in the public interest and for a proper public purpose.
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
4. Confirms that not less than 50% by area of the real property within the district is suitable for "industrial uses" within the meaning of Section 66.1101, Wisconsin Statutes, and has been zoned for industrial use.
5. Finds that the project costs directly serve to promote industrial development within the District consistent with the purpose for which the TID was created.
6. Confirms that the real property within the District that has been found suitable for industrial sites, has been zoned for industrial use and will remain zoned for industrial use for the life of the tax incremental district.
7. Confirms that the District is an industrial district.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, adopts the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST: _____,
Debra Salas, City Clerk/Treasurer

APPROVED: _____,
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The Project Plan Amendment is to add \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs.

The estimated cost of the up-front Cash Development Grant is \$500,000 and will attract a new manufacturing facility to the Business Park of Kenosha. Project costs will include building, parking lot and related site improvements and equipment purchases that will create up to 100 jobs at an average salary of up to \$42,000 per year.

The estimated cost of the public administrative, legal and other costs is \$25,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

The Project Plan Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #8

Boundary Description

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

Thursday, August 18, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

By the City Plan Commission - 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) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Downing, District 16, has been notified. This item will be reviewed by the Finance Committee before final approval by the Common Council on Wednesday, September 7, 2016. A Notice announcing this hearing was published in the Kenosha News on July 29 and August 5, 2016. This Notice was also sent to the other local government units as required by Wisconsin Statute 66.1105.

LOCATION AND ANALYSIS:

Site: Area generally bounded by 52nd Street on the north, 99th Avenue on the east, 60th Street on the south and 104th Avenue on the west.

1. The Project Plan Amendment for Tax Incremental District (TID) #8 is to add \$525,000 for an up-front cash development grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries.
2. The estimated cost of the up-front Cash Development Grant is \$500,000 and will attract a new manufacturing facility to the Business Park of Kenosha. Project costs will include building, parking lot and related site improvements and equipment purchases and will create up to 100 jobs at an average salary of up to \$42,000/year.
3. The estimated cost of the public administrative, legal and other costs is \$25,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.
4. These added costs will not delay the projected termination date of 2021 for TID #8

RECOMMENDATION:

A recommendation is made to approve the Project Plan Amendment for TID #8.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2016/AUG18/Staff-TID8.doc

CITY PLAN COMMISSION RESOLUTION # _____

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District(TID); and

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, the purpose of the Development Grant is to attract a new manufacturing facility to the Business Park of Kenosha which will serve the purpose of promoting industrial development in TID #8; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Adopts the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:

John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #8

Amendment Description

The Project Plan Amendment is to add \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs.

The estimated cost of the up-front Cash Development Grant is \$500,000 and will attract a new manufacturing facility to the Business Park of Kenosha. Project costs will include building, parking lot and related site improvements and equipment purchases that will create up to 100 jobs at an average salary of up to \$42,000 per year.

The estimated cost of the public administrative, legal and other costs is \$25,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

The Project Plan Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #8

Boundary Description

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Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).



Proposed Project Plan Amendment for Tax Incremental District #8

For Consideration by the Common Council on September 7, 2016

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GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION # 5-16

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District(TID); and

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, the purpose of the Development Grant is to attract a new manufacturing facility to the Business Park of Kenosha which will serve the purpose of promoting industrial development in TID #8; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Adopts the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this 18th day of August, 2016

ATTEST:


Jeffrey B. Labahr, Secretary of City Plan Commission

APPROVED:

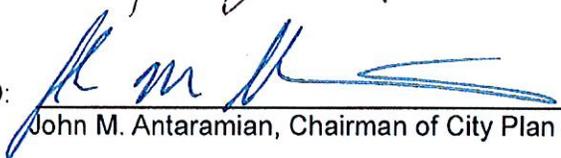

John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #8

Amendment Description

The Project Plan Amendment is to add \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs.

The estimated cost of the up-front Cash Development Grant is \$500,000 and will attract a new manufacturing facility to the Business Park of Kenosha. Project costs will include building, parking lot and related site improvements and equipment purchases that will create up to 100 jobs at an average salary of up to \$42,000 per year.

The estimated cost of the public administrative, legal and other costs is \$25,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

The Project Plan Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #8

Boundary Description

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

RESOLUTION NO. _____

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**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a project plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City, as amended.
2. Deems the Project Plan Amendment to promote industrial development in the City of Kenosha, to be in the public interest and for a proper public purpose.
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
4. Confirms that not less than 50% by area of the real property within the district is suitable for "industrial uses" within the meaning of Section 66.1101, Wisconsin Statutes, and has been zoned for industrial uses.
5. Finds that the project costs directly serve to promote industrial development within the District consistent with the purpose for which the TID was created.
6. Confirms that the real property within the District that has been found suitable for industrial sites, has been zoned for industrial use and will remain zoned for industrial use for the life of the tax incremental district.
7. Confirms that the District is an industrial district.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, adopts the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #4

Amendment Description

The Project Plan Amendment is to add \$525,000 for an up-front Cash Development Grant and additional public administrative, legal and other costs.

The estimated cost of the up-front Cash Development Grant is \$500,000 and will attract a new manufacturing facility to the Business Park of Kenosha. Project costs will include building, parking lot and related site improvements and equipment purchases that will create up to 100 jobs at an average salary of up to \$42,000 per year.

The estimated cost of the public administrative, legal and other costs is \$25,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

The Project Plan Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

EXHIBIT "B"

Tax Incremental District #8

Boundary Description

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

RESOLUTION NO. 16-1

**BY: THE JOINT REVIEW BOARD FOR
TAX INCREMENTAL DISTRICT #8**

**TO APPROVE THE PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN**

WHEREAS, Section 66.1105, Wisconsin Statutes, provides the authority and procedure for amending a project plan for a Tax Incremental District (TID); and

WHEREAS, a Joint Review Board was convened under the authority of Section 66.1105(4m), Wisconsin Statutes, for the purpose of reviewing the public record, planning documents and the Resolution passed by the Common Council of the City of Kenosha, Wisconsin, under 66.1105(4)(h)1., Wisconsin Statutes relating to the proposed Amendment of the Project Plan (the "Project Plan Amendment") of TID #8 of the City of Kenosha, Wisconsin (the "Tax Incremental District"); and

WHEREAS, the Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board for ID #8, City of Kenosha, Wisconsin, that it approves Resolution # _____ adopted on September 7, 2016, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes and the Project Plan Amendment, based on the following criteria:

1. That the development expected in the Tax Incremental District would not occur without the use of tax incremental financing.
2. That the economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income and property value are sufficient to compensate for the cost of improvements.
3. That the benefits of the Tax Incremental District outweigh the anticipated loss in tax increments to be paid by the owners of property in the overlying taxing districts.
4. That, in its judgment, the development described in the Project Plan Amendment would not occur without the Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST: _____, Staff

APPROVED: _____, Chairperson

**AMENDED STATEMENT OF KIND, NUMBER AND LOCATION
OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT
AND A DETAILED LIST OF ESTIMATED PROJECT COSTS
AND WHEN COSTS ARE EXPECTED TO BE INCURRED**

Development Grant costs include building, parking lot and related site improvements and equipment purchases. See attached map for location of all improvements. The Development Grant cannot be provided to the developer until a development grant agreement per Wisconsin Statute 66.1105 (2)(f)2.d is executed.

City administrative, legal and related costs include amending the project plan, issuing the G.O. Promissory Notes, preparing the development grant agreement and any other activities associated with the amendment.

Description of Project Costs	2016	2017	2018	Total
Development Grant	\$500,000.00	\$0.00	\$0.00	\$500,000.00
City Administrative/Legal/ Related Costs	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Total	\$525,000.00	\$0.00	\$0.00	\$525,000.00

Costs to be Recovered by TID	2016	2017	2018	Total
Project Costs	-	-	-	\$525,000.00
Financing Costs	-	-	-	\$105,000.00
Total	-	-	-	\$630,000.00

City of Kenosha
 \$525,000.00 G.O. Notes, Series 2016B - Dated 11/01/16
 TID No. 8 - Proposed Colbert Packaging
 Preliminary Estimate @ 4.0%

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	-	-	21,000.00	21,000.00	21,000.00
###	-	-	10,500.00	10,500.00	-
###	-	-	10,500.00	10,500.00	21,000.00
###	-	-	10,500.00	10,500.00	-
###	-	-	10,500.00	10,500.00	21,000.00
###	-	-	10,500.00	10,500.00	-
###	-	-	10,500.00	10,500.00	21,000.00
###	-	-	10,500.00	10,500.00	-
###	525,000.00	4.000%	10,500.00	535,500.00	546,000.00
Total	\$525,000.00	-	\$105,000.00	\$630,000.00	-

City of Kenosha
Cash Flow Projections - TID No. 8 - BPOK II - Industrial - Includes Proposed Colbert Packaging
Creation Date 08/19/02 - Expenditure Period 01/01/20
Dissolution Date 01/01/25
Transfers Allowed Through 01/01/25 With Board of Review Approval

Includes Proposed 2016 Amendment - Includes Transfers to TID 10 - For 08/04/16 Board of Review Meeting

Date Prepared: 09/01/16

Change Takes Place During Year	Taxable Incremental Value		Tax Rate	Tax Increment Collections	Other Revenues and Adjustments	Exempt Computer Aid	Total All Revenues and Adjustments	Less: Capital Appreciation Notes Dated 09/21/05 Debt Service	Less: Taxable C.O. Bonds 04/22/14	Less: Proposed C.O. Notes 11/01/16	Less Transfer To TID No. 10	Fund Balance 31-Dec	For Collection Year
	Value as of 01/01	Incremental Value											
1999													2001
2000												0	2002
2001												0	2003
2002												0	2004
2003												0	2005
2004	2,263,700 (A)	2,263,700 (A)	22.080 (A)	49,991 (A)	177		50,168					50,168 (A)	2006
2005	6,465,200 (A)	8,728,900 (A)	21.350 (A)	187,320 (A)			187,320					237,488 (A)	2007
2006	(3,888,400) (A)	4,840,500 (A)	21.360 (A)	103,378 (A)			103,378					340,866 (A)	2008
2007	14,179,100 (A)	19,019,600 (A)	22.100 (A)	420,313 (A)			420,313					561,179 (A)	2009
2008	3,937,900 (A)	22,957,400 (A)	23.020 (A)	528,427 (A)			528,427	(200,000)				889,606 (A)	2010
2009	7,589,900 (A)	30,547,200 (A)	25.780 (A)	787,577 (A)	2,052		789,629	(300,000)				1,379,235 (A)	2011
2010	(3,366,100) (A)	27,181,100 (A)	27.240 (A)	740,416 (A)	1,914 (B)		742,330	(400,000)				1,721,565 (A)	2012
2011	1,655,300 (A)	28,836,400 (A)	29.290 (A)	844,759 (A)	4,156 (B)		848,915	(500,000)				2,070,480 (A)	2013
2012	1,776,500 (A)	30,613,300 (A)	29.017 (A)	947,831 (A)	183,315 (C)	5,112 (A)	978,027	(600,000)	(49,853)			2,556,885 (A)	2014
2013	2,781,600 (A)	33,394,900 (A)	28.663 (A)	969,016 (A)	(655)	9,666 (A)	1,507,926	(3,185,000)	(172,875)			237,037 (A)	2015
2014	18,893,400 (A)	52,288,300 (A)	28.283 (B)	1,498,744 (A)		9,183 (A)	1,658,586		(531,288)	(21,000)		1,209,213 (A)	2016
2015	6,045,766 (B)	58,334,066 (B)	27.739	1,649,862 (B)		8,724	1,659,969		(541,125)	(21,000)		2,315,512	2017
2016	1,166,681 (B)	59,500,747 (B)	27.144	1,651,681		8,287	1,655,263		(2,604,525) (A)	(21,000)		3,404,468	2018
2017	1,190,015 (B)	60,690,762 (B)	26.987	1,647,390		7,479	1,661,720			(21,000)		4,497,606	2019
2018	606,908 (B)	61,297,670 (B)	26.531	1,654,240		7,105	1,661,720					0	2020
2019	8,612,977 (B)	69,910,647 (B)		742,783			749,888				(3,533,801)	0	2021
				14,423,729	190,959	63,429	14,678,117	(5,385,000)	(4,925,428)	(630,000)	(3,737,689)		

Assumptions:

Improvement amounts in years 2015 through 2017 include a 2.0% increase in taxable incremental values.
 Improvement amounts in years 2018 and 19 include a 1.0% increase in taxable incremental values.

- (A) Actual
- (B) CAP \$4,306 less TRF (\$130) = \$4,136
- (C) Capitalized interest of \$183,615 on Taxable C.O. Notes dated 04/22/14 (Reflected in Contribution to Debt Service Fund on Schedule 1) less \$300 to adjust to City's Audit Report = \$183,315
- (D) Includes total debt service due in 2020 of \$54,525 and refunding of 04/01/21 - 04/01/24 principal payments of \$475,000, \$550,000, \$525,000 and \$550,000 on 04/01/20 call date.
- (E) Estimated
- (F) Reconciled to City's 12/31/14 Audit Report.
- (G) Estimate based on 5% reduction per year.
- (H) To adjust to the City's Audit Report.

Base Value = \$245,900

2015 - Zilber \$5,000,000 plus 2% Appreciation
 2019 - Kennel Expansion \$8,000,000 plus 1% Appreciation
PLEASE NOTE:
 Debt Issue dated 11/01/16 provides Project Funds of \$500,000

**CHANGES IN ZONING ORDINANCE, MASTER PLAN, MAP,
BUILDING CODE AND CITY ORDINANCES**

No changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this Project Plan Amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

**STATEMENT OF THE PROPOSED METHOD FOR THE
RELOCATION OF PERSONS TO BE DISPLACED**

All individuals and businesses to be displaced as a result of the activities occurring within the district as a part of this project plan will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other State and Federal rules and regulations as applicable.

STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this Project Plan Amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, as amended January 20, 2016. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed Project Plan Amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, as amended January 20, 2016, the amendment of this Tax Incremental District promotes the orderly development of the City.



Edward R. Antaramian
City Attorney

August 16, 2016

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

Re: Project Plan Third Amendment for Tax Incremental
District Number 8 [TIF District No. 8]

Dear Mayor and Members of the Common Council:

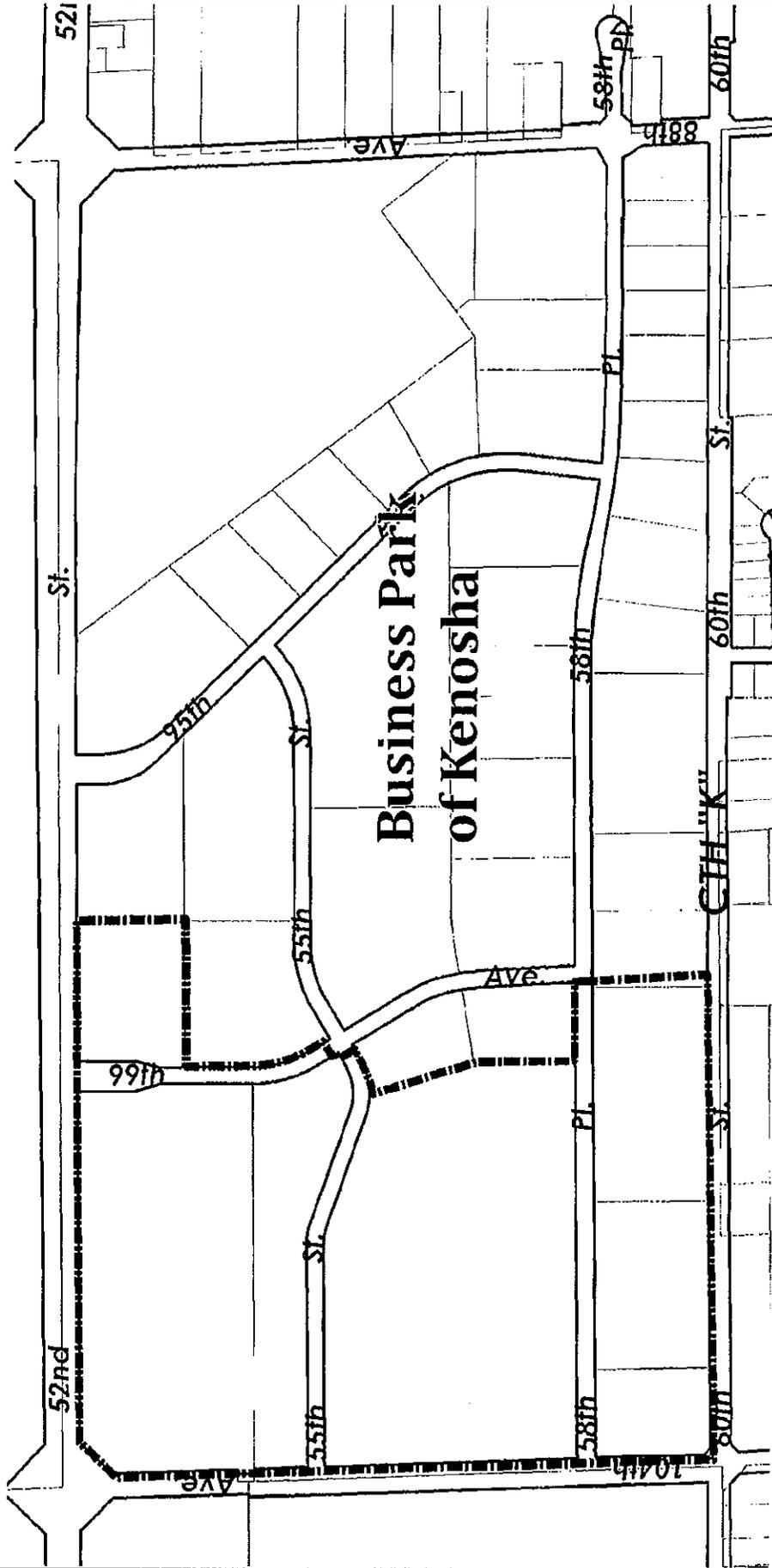
I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,

Edward R. Antaramian
City Attorney

City of Kenosha

**Tax Incremental District #8
for the City of Kenosha**

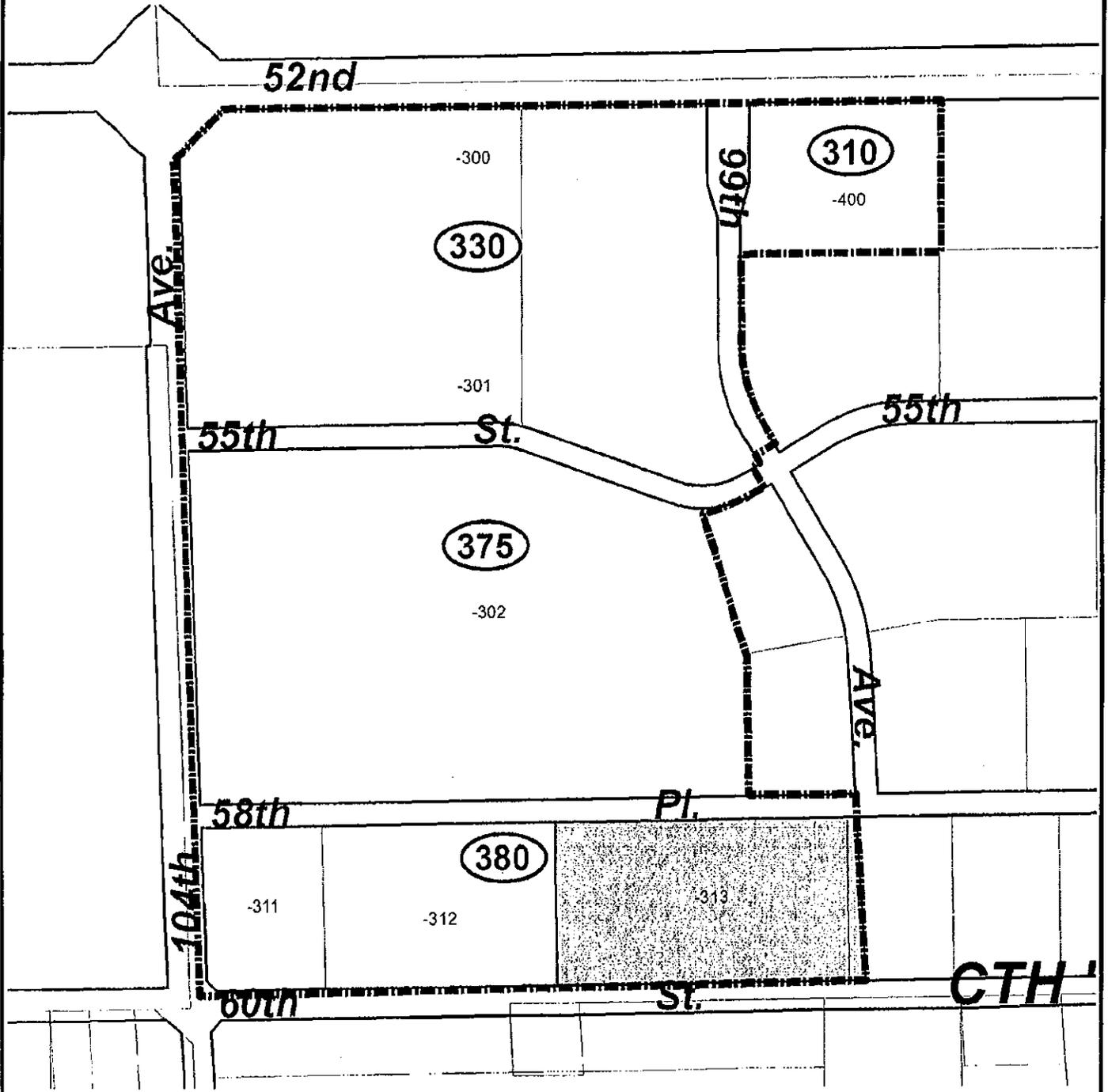


Boundary & Vicinity Map

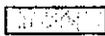
--- TID #8 Boundary

City of Kenosha

Tax Incremental District #8
for the City of Kenosha



Proposed Uses

-  T.I.D. #8 Boundary
-  Proposed Uses (Building, Parking Lot, and related Site Improvements; and Equipment Purchases)



DCDI ~ Community Development Division ~ JBL ~ ZK ~ June 20, 2016 ~ mc

RESOLUTION NO. _____

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 AND
PURSUANT TO SECTION 66.1105(6)(f), WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and,

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #11 to TID #4, as described and attached hereto as Exhibit "A", and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt and approve the Project Plan Amendment; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts and approves the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

John M. Antaramian, Mayor

EXHIBIT “A”

Tax Incremental District #11

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #11 to TID #4.

The purpose of the Project Plan Amendment is to assist TID #4.

Per Section 66.1105(6)(f)1.a., TID #11 and TID #4 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #11 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #4 was created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district is blighted.

No tax increments may be allocated later than January 1, 2026 which is the dissolution date for TID #11.

The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #11 to TID #4, or changes to the TID #11 boundaries.

Thursday, August 18, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

By the City Plan Commission - 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) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Downing, District 16, has been notified. This item will be reviewed by the Finance Committee before final approval by the Common Council on Wednesday, September 7, 2016. A Notice announcing this hearing was published in the Kenosha News on July 29 and August 5, 2016. This Notice was also sent to the other local government units as required by Wisconsin Statute 66.1105.

LOCATION AND ANALYSIS:

Site: Area generally bounded by 52nd Street on the north, Canadian Pacific Railroad on the east, 60th Street on the south and 88th Avenue on the west.

1. The Tax Incremental District (TID) #11 Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #11 to assist TID #4 in paying for the added project costs in the TID #4 Project Plan Amendment.
2. Per Section 66.1105(6)(f)1.a., TID #11 and TID #4 have the same overlying taxing jurisdictions.
3. Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #11 has satisfied all of its current year debt service and project cost obligations.
4. Per Section 66.1105(6)(f)2.b., TID #4 was created upon findings that not less than 50%, by area, of the real property within the district was blighted.
5. The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #11 to TID #4, or changes to the TID #11 boundaries.
6. The added costs to TID #4 will delay the project termination of TID #11 from 2020 to 2022.

RECOMMENDATION:

A recommendation is made to approve the Project Plan Amendment for TID #11.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

u2/acct/cp/ckays/1CPC/2016/AUG18/Staff-T111.doc

CITY PLAN COMMISSION RESOLUTION # _____

BY: CITY PLAN COMMISSION

TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #11, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), WISCONSIN STATUTES

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and,

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #11 to TID #4, as described and attached hereto as Exhibit "A", and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:

John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #11

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #11 to TID #4.

The purpose of the Project Plan Amendment is to assist TID #4.

Per Section 66.1105(6)(f)1.a., TID #11 and TID #4 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #11 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #4 was created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district is blighted.

No tax increments may be allocated later than January 1, 2026 which is the dissolution date for TID #11.

The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #11 to TID #4, or changes to the TID #11 boundaries.



Project Plan Amendment for Tax Incremental District #11

For Consideration by the Common Council on September 7, 2016

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GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION # 6-16

BY: CITY PLAN COMMISSION

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #11, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and,

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #11 to TID #4, as described and attached hereto as Exhibit "A", and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopt this Project Plan Amendment.

Adopted this 18th day of August, 2016

ATTEST:



Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:



John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #11

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #11 to TID #4.

The purpose of the Project Plan Amendment is to assist TID #4.

Per Section 66.1105(6)(f)1.a., TID #11 and TID #4 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #11 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #4 was created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district is blighted.

No tax increments may be allocated later than January 1, 2026 which is the dissolution date for TID #11.

The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #11 to TID #4, or changes to the TID #11 boundaries.

RESOLUTION NO. _____

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 AND
PURSUANT TO SECTION 66.1105(6)(f), WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission, on August 18, 2016, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #11 to TID #4, as described and attached hereto as Exhibit "A", and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt and approve the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts and approves the Project Plan Amendment for TID #11, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this _____ day of _____, 2016

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #11

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #11 to TID #4.

The purpose of the Project Plan Amendment is to assist TID #4.

Per Section 66.1105(6)(f)1.a., TID #11 and TID #4 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #11 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #4 was created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district is blighted.

No tax increments may be allocated later than January 1, 2026 which is the dissolution date for TID #11.

The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #11 to TID #4, or changes to the TID #11 boundaries.

RESOLUTION NO. 16-1

**BY: THE JOINT REVIEW BOARD FOR
TAX INCREMENTAL DISTRICT #11**

**TO APPROVE THE PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #11,
CITY OF KENOSHA, WISCONSIN**

WHEREAS, Section 66.1105, Wisconsin Statutes, provides the authority and procedure for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City of Kenosha has proposed to amend the Project Plan for TID #11 to allocate positive tax increments generated by TID #11 to TID #4, pursuant to Section 66.1105(6)(f), Wisconsin Statutes; and

WHEREAS, a Joint Review Board was convened under the authority of Section 66.1105(4m), Wisconsin Statutes, for the purpose of reviewing the public record, planning documents and the Resolution passed by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes; and

WHEREAS, the Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board for Tax Incremental District #11, City of Kenosha, Wisconsin, that it approves Resolution Number - adopted on September 7, 2016, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes, and the Project Plan Amendment based on the following criteria:

1. That the development expected in the TID #11 and TID #4 (the "Tax Incremental Districts") would not occur without the use of tax incremental financing.
2. That the economic benefits of the Tax Incremental Districts, as measured by increased employment, business and personal income and property value are sufficient to compensate for the cost of improvements.
3. That the benefits of the Tax Incremental Districts outweigh the anticipated loss in tax increments to be paid by the owners of property in the overlying taxing districts.
4. That, in its judgment, the development described in the Project Plan for TID #4 would not occur without the allocation of positive tax increments generated by TID #11 to TID #4, as provided in the Project Plan Amendment

Adopted this _____ day of _____, 2016.

ATTEST: _____, Staff

APPROVED: _____, Chairperson

TID #11 AMENDMENT

STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A DETAILED LIST OF ESTIMATED PROJECT COSTS AND WHEN COSTS ARE EXPECTED TO BE INCURRED

<u>Description of Project Costs</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>Total</u>
1. Administration, Legal, Engineering, Marketing and Construction Management	\$0	\$249,030	\$203,093	\$452,123
2. Capital Costs	\$0	\$2,035,896	\$8,319,993	\$10,355,889
3. Contingency	\$0	\$203,590	\$770,153	\$973,742
4. Development Grant	\$0	\$0	\$3,381,532	\$3,381,532
Total	\$0	\$2,488,516	\$12,674,771	\$15,163,286

Costs to be Recovered by TID

1. Project Costs	-	-	-	\$15,163,286
2. Financing Costs	-	-	-	\$18,758,726
Total				\$33,922,013

METHODS OF FINANCING ALL ESTIMATED COSTS

First Industrial
T.I.D. # 11 AMENDMENT (2008)
 Projected Debt Service Requirements

Year 2006 Net Borrowing:
 \$15,163,286
 Net Interest Cost:
 9.50%

Year	Principal	Interest	Fiscal Total
2006	\$64,404	\$359,621	\$424,025
2007	\$273,408	\$1,422,692	\$1,696,101
2008	\$300,543	\$1,395,557	\$1,696,101
2009	\$330,371	\$1,365,729	\$1,696,101
2010	\$363,160	\$1,332,941	\$1,696,101
2011	\$399,203	\$1,296,898	\$1,696,101
2012	\$438,823	\$1,257,278	\$1,696,101
2013	\$482,375	\$1,213,726	\$1,696,101
2014	\$530,249	\$1,165,851	\$1,696,101
2015	\$582,875	\$1,113,225	\$1,696,101
2016	\$640,724	\$1,055,376	\$1,696,101
2017	\$704,315	\$991,786	\$1,696,101
2018	\$774,216	\$921,885	\$1,696,101
2019	\$851,055	\$845,046	\$1,696,101
2020	\$935,520	\$760,580	\$1,696,101
2021	\$1,028,368	\$667,732	\$1,696,101
2022	\$1,130,431	\$565,669	\$1,696,101
2023	\$1,242,624	\$453,477	\$1,696,101
2024	\$1,365,951	\$330,149	\$1,696,101
2025	\$1,501,519	\$194,582	\$1,696,101
2026	\$1,223,150	\$48,925	\$1,272,075
Total	\$15,163,286	\$18,758,726	\$33,922,013

City of Kenosha

\$13,990,000 G.O. Refunding Bonds, Series 2012 - Dated 03/29/12

Refunding of TID No. 11 Project Revenue Bonds, Series A and Series B

Final Sales Results

Reflecting Prepayment of 09/01/21 Principal in the amount of \$1,590,000 on 09/01/20

Debt Service Schedule

Year	Principal	Interest	Total P+I
2012	1,400,000.00	197,357.22	1,597,357.22
2013	1,400,000.00	439,425.00	1,839,425.00
2014	1,200,000.00	383,425.00	1,583,425.00
2015	1,400,000.00	335,425.00	1,735,425.00
2016	1,400,000.00	307,425.00	1,707,425.00
2017	1,100,000.00	279,425.00	1,379,425.00
2018	1,500,000.00	235,425.00	1,735,425.00
2019	1,500,000.00	201,675.00	1,701,675.00
2020	3,090,000.00	126,675.00	3,216,675.00
-	\$13,990,000.00	\$2,506,257.22	\$16,496,257.22

Piper Jaffray & Co.
Wisconsin Public Finance

City of Kenosha
Cash Flow Projections - TID No. 11 - First Industrial Investments, Inc.
Creation Date 01/01/06 - Expenditure Period 01/01/21
Dissolution Date 01/01/26
Dissolution Date With Extension 01/01/29

Includes Transfers to TID 4 -- For 09/04/16 Board of Review Meeting

Date Prepared: 08/01/16

Change Takes Place During Year	Taxable Incremental Value		Tax Rate	Tax Increment Collections	Other Revenues and Adjustments	Exempt Computer Aid	Total All Revenues and Adjustments	Less: \$13,990,000 Ref. Bonds 03/29/12	Less: Transfer To TID No. 4 Proposed Amendment	Fund Balance 12/31	For Collection Year
	Value as of 01/01	Taxable Incremental Value									
2006			21.360 (A)	186 (M)	(186)		0			0	2008
2007	9,882,800 (M)	8,700 (M)	22.100 (M)	218,778 (M)	(218,778)		0			0	2009
2008	71,490,700 (M)	9,891,500 (M)	23.020 (M)	1,876,290 (M)	(2,463,400)		0			0	2010
2009	14,202,600 (M)	81,382,200 (M)	25.780 (M)	2,489,878 (M)	(797,572) (M)		26,478			26,478 (M)	2011
2010	(8,033,200) (M)	87,551,600 (M)	27.240 (M)	2,384,914 (M)	11,665 (M)		1,587,342			16,463 (M)	2012
2011	(3,365,300) (M)	84,186,300 (M)	29.290 (M)	2,466,227 (M)	(300) (M)		2,477,892			654,930 (M)	2013
2012	168,900 (M)	84,355,200 (M)	30.960 (M)	2,611,756 (M)	(150)	8,304 (M)	2,619,760			1,691,265 (M)	2014
2013	(4,719,000) (M)	79,636,200 (M)	29.017 (M)	2,310,795 (M)		10,684 (M)	2,321,329			2,277,169 (M)	2015
2014	9,572,900 (M)	89,209,100 (M)	28.663 (M)	2,557,007 (M)		10,150 (M)	2,567,157			3,136,901 (M)	2016
2015	(1,550,000) (M)	87,659,100 (M)	28.283 (M)	2,479,262 (M)		9,642	2,488,905			4,246,381	2017
2016	(1,550,000) (M)	86,109,100 (M)	27.759	2,390,303		9,160	2,399,463		(771)	4,909,648	2018
2017	(2,000,000) (M)	84,109,100 (M)	27.144	2,283,057		8,702	2,291,760		(2,283,057)	3,216,675	2019
2018	(2,000,000) (M)	82,109,100 (M)	26.987	2,215,878		8,267	2,224,145		(2,224,145)	0	2020
2019	(2,000,000) (M)	80,109,100 (M)	26.531	2,125,375		7,854	2,133,228		(2,133,228)	0	2021
2020	(2,000,000) (M)	78,109,100 (M)	25.014	1,953,821		7,461	1,961,282		(1,961,282)	0	2022
				30,363,527	(5,345,011)	80,224	25,098,741	(16,496,257)	(8,602,484)		

(A) Actual
 (B) Represents annual depreciation of personal property with no recognition of personal property renewal offset.
 (C) Par amount of Bonds dated 03/29/12 of \$13,990,000 plus Premium of \$1,076,856 less Underwriter's Discount of (\$233,010) = \$13,833,846 less refunded Bond Payment of (\$15,647,580) = (\$813,734) plus \$16,162 to adjust to audit = (\$797,572)
 (D) CAP \$11,815 less TRF (\$150) = \$11,665
 (E) Estimate
 (F) Actual tax increment collection of \$2,390,303 reduced by \$771 to close out TID No. 11
 (G) Actual tax increment collection of \$2,283,057 not needed for payment of debt service.
 (H) Actual tax increment collection of \$2,215,878 not needed for payment of debt service.
 (I) Includes total debt service due in 2020 of \$1,626,675 and refunding of 09/01/21 principal payment of \$1,590,000 on 09/01/20 call date.
 (J) Estimate based on 5% reduction per year.
 (K) To adjust to the City's Audit Report.
 Base Value = \$2,873,300

CHANGES IN ZONING ORDINANCE AND BUILDING CODE

No changes to the City of Kenosha Zoning Ordinance or Building Code are anticipated to accommodate the activities planned for this Project Plan Amendment. All City Ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

STATEMENT OF THE PROPOSED METHOD FOR THE RELOCATION OF PERSONS TO BE DISPLACED

All individuals and businesses to be displaced as a result of the activities occurring within the district as a part of this Project Plan Amendment will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other state and federal rules and regulations as applicable.

STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this Project Plan Amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, as amended January 20, 2016. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed Project Plan Amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, as amended January 20, 2016, the Amendment of this Tax Incremental District promotes the orderly development of the City.



Edward R. Antaramian
City Attorney

August 16, 2016

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

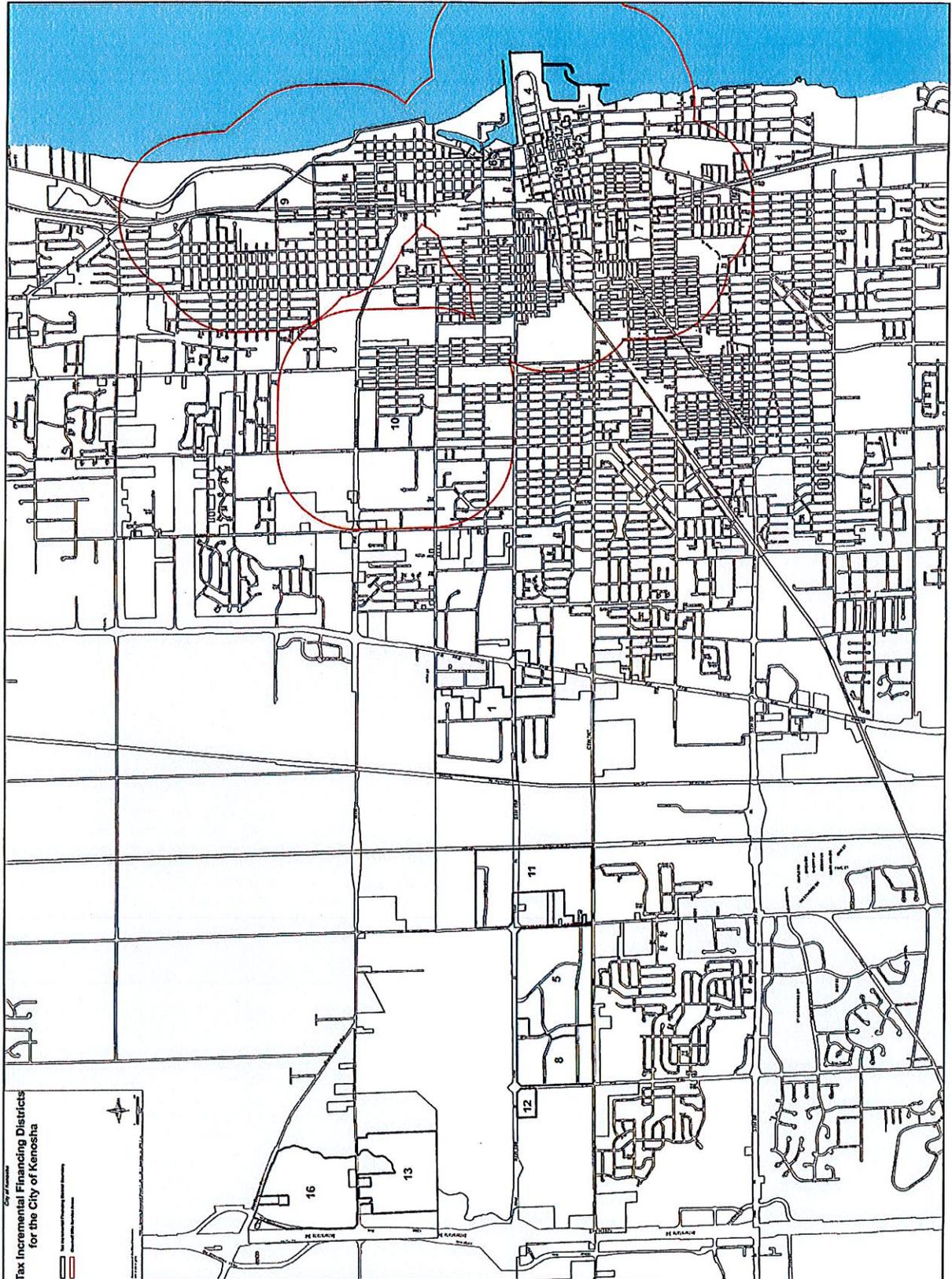
Re: Project Plan Third Amendment for Tax Incremental
District Number 11 [TIF District No. 11]

Dear Mayor and Members of the Common Council:

I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,

Edward R. Antaramian
City Attorney





JOHN M. ANTARAMIAN
Mayor

August 30, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

I hereby reappoint the following persons to the Hometown Heroes Commission, for a term to expire September 1, 2018:

Andrew Lorsung, 315-55th Street, Kenosha (current SOEI on file)
Rick K. Dodge, 2602-33rd Street, Kenosha (current SOEI on file)
Kerry E. Raymond, 1820-21st Avenue, Kenosha (current SOEI on file)
Alderman Jack Rose, 4315-68th Street, Kenosha (current SOEI on file)

I am confident these members will continue to be conscientious and hardworking members of the Hometown Heroes Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

September 1, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Sydney M. Strelow, 2410-55th Avenue, Kenosha, to the Mayor's Youth Commission, to fill an unexpired term which expires November 1, 2016. Ms. Strelow filed a Statement of Economic Interest on August 16, 2016.

Ms. Strelow is a sophomore at Bradford High School who maintained a 4.0 GPA during freshman year. She received the Kenosha Junior Women's Club Citizenship Award while at Somers Elementary School and with a 4.0 GPA for three consecutive years, received the Dean's Award while at Bullen Middle School. She has earned varsity letters in volleyball, basketball and softball and hopes to pursue a career in the medical field as a sports therapist or physician's assistant.

I am confident that Ms. Strelow will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

September 1, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Richard M. Gallo, 8036-18th Avenue, Kenosha, to the Board of Housing Appeals and the Zoning Board of Appeals, to fill an unexpired term which expires May 1, 2019. Mr. Gallo has a current Statement of Economic Interest on file.

Mr. Gallo has been a citizen of Kenosha for over 62 years. He retired from the United States Postal Service in 2013 after more than 40 years of service. During that time, Mr. Gallo was President of the Kenosha Local American Postal Workers Union, AFL-CIO for more than 37 years, and served as a State APWU Officer for 14 years, including offices of State Secretary-Treasurer, State President, and State Director of Education and Organization. He also served on National Convention Committees eight times, including as Chairman for three consecutive national conventions. During his tenure as Local President, Mr. Gallo negotiated many Local Agreements and handled in excess of 4,000 local grievances. He represented members in the EEO process, as well as in Merit Systems Protection Board proceedings, and was selected as Kenosha's 2013 *Labor Person of the Year*.

I am confident that Mr. Gallo will be a conscientious and hardworking member of the Board of Housing Appeals and the Zoning Board of Appeals.

Sincerely,
CITY OF KENOSHA



John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

September 1, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Gentlemen:

I hereby appoint Anderson Lattimore, 3633-22nd Street, Kenosha, to the Board of Housing Appeals and the Zoning Board of Appeals, to fill an unexpired term which expires May 1, 2019. Mr. Lattimore filed a Statement of Economic Interest on August 23, 2016.

Mr. Lattimore received his undergraduate degree in Economics at LaSalle University. His Master's degree in Systems Management/Systems Analysis was granted at the Florida Institute of Technology. Post masters credits in Business Administration at Florida Institute followed. He served as Special Assistant to the Superintendent for Kenosha Unified School District from 1996 to 2001 and directed the first Administrative Computing Plan. From 2001-2003, Mr. Lattimore served as Deputy Superintendent for a Consolidated Independent School District in Del Rio, Texas and became Director of a Charter School System in Albuquerque in 2004. Upon returning to KUSD, he was appointed as Executive Director of Educational Accountability through June 2013, and currently works as Manager of Financial Planning and Research for the Waukegan School District. Mr. Lattimore has also served on the City Plan Commission and the Community Development Block Grant Committee for the City of Kenosha.

I am confident that Mr. Lattimore will be a conscientious and hardworking member of the Board of Housing Appeals and the Zoning Board of Appeals.

Sincerely,
CITY OF KENOSHA



John M. Antaramian
Mayor

JMA:pml

TO: Mayor John M. Antaramian
Members of the Common Council
Chairman, Dan Prozanski and Members of the Finance Committee

FROM: A. Zohrab Khaligian, Community Development & Inspections *AZK*

RE: **Offer to Purchase property at 5902 5th Avenue from Ben & CD Investments, LLC by the City of Kenosha. (Garden Court Apartments) (District #2)**

DATE: August 31, 2016

Attached please find the Offer to Purchase property at 5902 5th Avenue, also known as Garden Court Apartments. The Offer for \$525,000 has been executed and requires final approval by the Common Council before it can move forward.

The building was constructed in 1963 and includes twelve (12) residential apartments. The current property owner acquired the building in 2008 for \$485,000 and the current assessment is \$489,100. The building is located in the area designated for acquisition, relocation, demolition and site preparation for new development in the proposed TID #4 Project Plan Amendment.

A list of all Conditions to the Offer is detailed in Addendum A. Three (3) specific conditions are as follows:

1. Common Council approval of this Offer
2. Common Council approval of the Proposed TID #4 Project Plan Amendment
3. Seller managing the property for one hundred eighty (180) days after closing

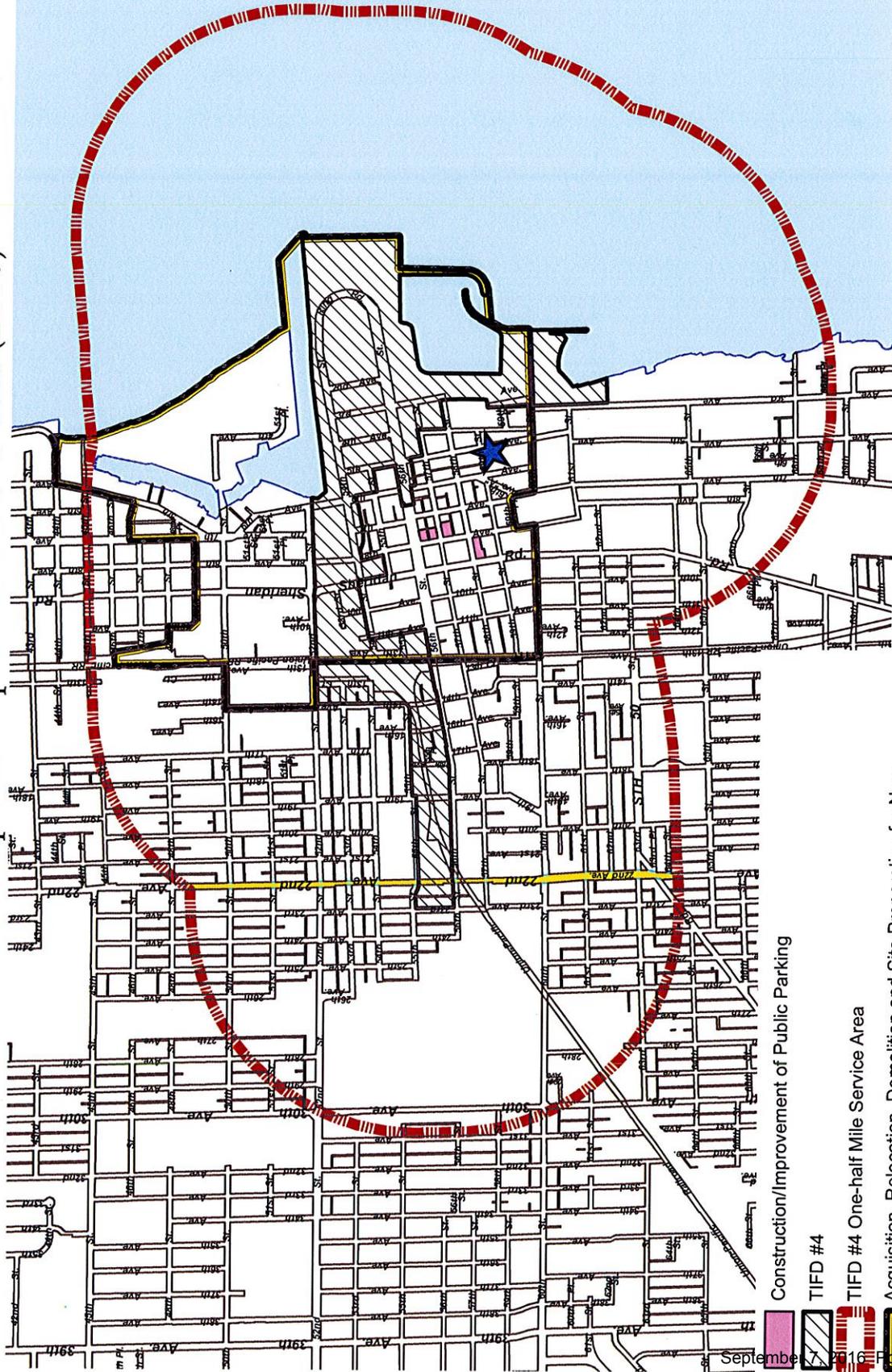
Regarding Condition 3, under Adm 92.01(14)(b)11., a tenant who is allowed to occupy their leased premises to the end of their lease or for 180 days, whichever is longer, is not considered a displaced person and is not entitled to relocation assistance and benefits.

If you have any questions, please contact me at 653.4041 or via e-mail at zkhaligian@kenosha.org.

AZK:kas
Attachment

Tax Incremental Financing District #4 for the City of Kenosha

Proposed Improvements and Uses (2016)



September 2016 File 10

Construction/Improvement of Public Parking

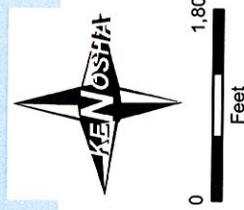
TIF #4

TIF #4 One-half Mile Service Area

Acquisition, Relocation, Demolition and Site Preparation for New Development and Public Parking

22nd Avenue Reconstruction

Subject Property (5902 5th Avenue)



WB-15 COMMERCIAL OFFER TO PURCHASE

Attorney

1 **LICENSEE DRAFTING THIS OFFER ON** July 14, 2016 _____ **[DATE] IS (AGENT OF BUYER)**

2 ~~(AGENT OF SELLER/LISTING BROKER)~~ ~~(AGENT OF BUYER AND SELLER)~~ **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, City of Kenosha

4 _____, offers to purchase the Property known as [Street Address] 5902 5th Avenue

5 _____ in the City

6 of Kenosha _____, County of Kenosha _____, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 **PURCHASE PRICE:** Five Hundred Twenty-Five Thousand and no/100 _____ Dollars (\$ 525,000.00).

9 _____
10 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: None

16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____

19 _____
20 **NOT INCLUDED IN PURCHASE PRICE:** Tenant's personal property. Seller's personal property, including apartment unit appliances.
21 See Addendum A.

22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 July 29, 2016 _____ - Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): colleen@century21colleen.com

54 E-Mail address for Buyer (optional): zkhaligian@kenosha.org

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____ and
62 _____

63 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

64 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
65 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
66 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
67 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

68 **CLOSING** This transaction is to be closed no later than September 30, 2016

69 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.
70 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
71 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and See Addendum A

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)~~
94 ~~and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,~~
95 ~~are See Addendum A~~

96 _____ -Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.
97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than Thirty (30) days before closing, estoppel letters dated within
98 Thirty (30) days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None

106 _____
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____

119 _____ [insert proposed use and type and size of building, if applicable; e.g.
120 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
121 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
122 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
123 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

124 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within Ten (10) _____ days of acceptance, at
125 (Buyer's)(Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
126 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
127 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

128 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
129 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
130 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 Ten (10) days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.
165 Other Any maintenance agreements or other contracts relating to the Property; tenant leases; laundry machine leases; waste disposal
166 contracts; security deposit information

167 _____
168 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
169 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
170 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
171 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within Fifteen (15) _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
 180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
 185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
 190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
 192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
 202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
 204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
 207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
 209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
 212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
 222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
 225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES: See Addendum A

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer, and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 None other

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ 15 _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ 15 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ 5 _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with itemized waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address: 5902 6th Avenue, Kenosha, Wisconsin

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Attorney Jonathan A. Mulligan, Assistant City Attorney
481 _____ on _____

482 Buyer Entity Name (if any): City of Kenosha

483 (X) [Signature] _____ 7-14-16
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► City of Kenosha by Mayor John Antaramian Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Ben & CD Investments, LLC by Colleen Deininger Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By)

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): Ben & CD Investments

493 (X) [Signature] _____ 7-20-16
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Colleen Deininger Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____

ADDENDUM A

1. This Offer is contingent upon approval by the Common Council for the City of Kenosha on or before September 7, 2016 otherwise this Offer shall be null and void.
2. This Offer is contingent upon approval by the Common Council for the City of Kenosha of an amendment to the Project Plan for TID #4 on or before September 7, 2016 to provide funding for the payment of the full Purchase Price of \$525,000.00 otherwise this Offer shall be null and void.
3. Seller agrees to legally terminate all leases/tenancies at the Property and have all tenants legally removed from the Property within 180 days following the date of closing. Should any estoppel letter required pursuant to this Offer evidence the fact that one or more tenants have the right to occupy an apartment at the Property for more than 180 days following the date of closing, Buyer shall have the right to terminate this Offer.
4. Seller agrees to continue managing the Property for 180 days following the date of closing. Seller's management obligations at Seller's expense shall include, but shall not be limited to, collecting rents; making all required and necessary repairs to the Property; general maintenance of the Property; grass cutting; trash and debris removal; snow removal; payment of all utilities, including the final water, sewer, and stormwater bill; payment of Buyer's insurance premiums for the Property; payment of all expenses associated with the management and operation of the Property; the eviction, at Seller's expense, of any tenant in default of any lease obligations; and the eviction, at the Seller's expense, of any tenant holding over beyond 180 days following the date of closing.
5. In consideration for Seller's continued management of the Property at Seller's expense set forth in paragraph 4, Seller shall be entitled to keep all rent proceeds for 180 days following the date of closing.
6. Seller shall retain all security deposits and shall be responsible for the return of the security deposits to the tenants in the manner provided by Wisconsin law.
7. Seller agrees to terminate all non-tenant contracts and agreements, including waste disposal and laundry machine contracts and agreements, at Seller's expense, within 180 days following the date of closing.
8. Seller's personal property, including any appliances, are not included in the Purchase Price and shall remain the Property of the Seller. Seller shall remove all Seller's personal property from the Property within 30 days following the expiration of Seller's management of the Property as provided in this Offer.
9. Seller and Colleen Deininger agree to indemnify, defend, and hold harmless Buyer from any and all claims arising out of or in any way related to any tenancy, the termination of any tenancy, the return or non-return of any security deposits of any tenant at the Property and any claims arising out of or in any way related to Seller's continued management of Property after the date of closing as provided in this Offer.

cd
7-26 16

September 7, 2016 Pg. 150

CONSENT RESOLUTION

The undersigned, consisting of all of the members of BEN & CD INVESTMENTS, LLC, a Wisconsin limited liability company, hereby make the following decisions:

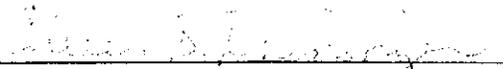
With respect to management of the LLC, the members acknowledge that they intended the LLC to be manager managed and upon realization that the Articles of Organization filed 9/15/08 reflect member managed and have decided to amend the Articles to conform with their intentions, and to select the Sole Manager, and so it is

RESOLVED: That the Articles of Organization shall be amended to reflect the LLC will be manager managed;

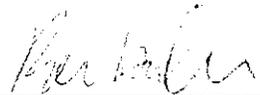
BE IT FURTHER RESOLVED: That the provisions in the Operating Agreement dated 9/11/08 relating to management are affirmed and ratified;

BE IT FURTHER RESOLVED: That Colleen S. Deininger is hereby elected as the Sole Manager and as such is authorized to be the sole signer on all documents necessary or desirable for binding the LLC in business or financial transactions.

This instrument is dated effective as of June 18, 2009.



Colleen S. Deininger, Member



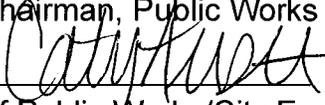
Ben Halverson, Member



CATHY AUSTIN, PE
Deputy Director of Public Works/City Engineer

August 26, 2016

To: David Bogdala, Chairman, Public Works Committee

From: Cathy Austin, PE 
Deputy Director of Public Works/City Engineer

Cc: Scott Gordon
District 11

Subject: ***Lease by and between The City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation and M.J. Electric, LLC, A Foreign Corporation (District 11)***

BACKGROUND INFORMATION

The attached lease agreement between the City of Kenosha and MJ Electric would allow MJ Electric to use Parcel Numbers 09-222-36-310-010, 09-222-36-309-001, and 09-222-36-376-001, consisting of a parking lot located on 30th Ave between 52nd St and 60th St as identified in Exhibit A. The lease agreement is for the use of the property as a laydown yard in support of construction activities for American Transmission Company. The length of the lease is for 150 days from the execution of the lease. MJ Electric has agreed to repair the fence along the western border of the identified lots in lieu of monetary compensation. Repair work will include replacement of all fence panels and replacement of posts in kind as necessary.

RECOMMENDATION

Staff recommends approval of the lease.

RBS

LEASE

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

and

**M.J. ELECTRIC, LLC,
A Foreign Corporation**

THIS AGREEMENT, made and entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**" and **M.J. ELECTRIC, LLC**, a foreign corporation, duly organized and existing under the laws of the State of Delaware, hereinafter referred to as "**LEASEE**".

WITNESSETH:

WHEREAS, CITY owns certain parcels of real estate located at 30th Avenue, Kenosha, Wisconsin, (Parcel Numbers 09-222-36-310-010, 09-222-36-309-001 and 09-222-36-376-001), upon which a Parking Lot is located ("**PREMISES**"); and,

WHEREAS, LEASEE has requested to lease and operate a laydown yard at the **PREMISES**; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understanding and agreements hereinafter set forth, **CITY** and **LEASEE** agree as follows:

ARTICLE 1 - PREMISES AND USE

1.1 LEASED PREMISES. **CITY** does hereby lease, let, and demise to **LEASEE** the real estate known as Parcel Numbers 09-222-36-310-010, 09-222-36-309-001 and 09-222-36-376-001, consisting of a parking lot, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 USE. **LEASEE** shall occupy and use the **PREMISES** for the sole purpose of operating a laydown yard and parking lot.

ARTICLE 2 - TERM

2.1 TERM AND POSSESSION. The term of this Lease, subject to early termination as hereinafter provided, shall commence on the date of execution and shall have a term of one hundred fifty (150) days ("TERM").

2.2 EARLY TERMINATION. Either party may terminate this Lease should there be a material breach thereof by the other, which breach is not cured within a reasonable time following written notice thereof, and a demand for curative action. Either party shall have the right, for any reason whatsoever, to terminate this Lease upon thirty (30) days written notice.

2.3 CONDITION OF PREMISES UPON TERMINATION. Upon termination of this Lease, LEASEE shall surrender the PREMISES in good order and condition, reasonable wear and tear excepted.

2.4 LEASEE'S RIGHTS UPON TERMINATION. Upon termination of this Lease, LEASEE may remove any personal property to which title has not passed to CITY, upon the condition that it be responsible for any damage to PREMISES occurring in the course of such removal.

ARTICLE 3 - CONSIDERATION

CONSIDERATION. LEASEE, in lieu of monetary consideration, agrees to replace and restore the fence which secures the west boundary of the PREMISES, for use and occupancy of PREMISES. All fence panels will be replaced with like materials approved by CITY prior to installation and when necessary, fence posts will be replaced with like materials approved by CITY prior to installation. The receipt of the fence repair is hereby acknowledged as sufficient consideration by CITY.

ARTICLE 4 - UTILITIES

LEASEE shall be responsible for payment of electric utility charges pertaining to said PREMISES.

ARTICLE 5 - IMPROVEMENTS

5.1 AUTHORIZATION AND APPROVAL. LEASEE may with the written authorization of CITY, improve PREMISES at its own cost and expense.

5.2 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. Any and all improvements, additions or alterations made by LEASEE after authorization from CITY has been obtained, including any and all fixtures installed, shall remain in and upon the PREMISES as the property of CITY at the termination of this Lease.

5.3 UNAUTHORIZED IMPROVEMENTS. Should LEASEE make any improvements without prior CITY approval which are not satisfactory to CITY, then, upon written notice to do so, LEASEE shall remove the same, or at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should LEASEE fail to comply with such notice within thirty (30) days of receipt thereof, or should LEASEE commence to comply therewith and fail to

pursue such work diligently to completion, **CITY** may either (1) terminate this Lease or (2) effect the removal, change, modification or reconstruction thereof, and **LEASEE** shall pay the cost thereof to **CITY**, upon written demand.

ARTICLE 6 - CARE, MAINTENANCE AND REPAIR OF PREMISES

6.1 LEASEE'S RESPONSIBILITY. **LEASEE** shall at all times, be responsible for the care, maintenance and repair of **PREMISES**, including all improvements thereon, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. **LEASEE** shall, at all times:

6.1.1 Keep **PREMISES** and improvements thereon, in a clean, neat and sanitary condition.

6.1.2 Maintain improvements and perform all repair work in accordance with Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

6.1.3 Be responsible for snow removal from the **PREMISES**

6.1.4 Be responsible for snow removal from the sidewalk adjacent to the **PREMISES**.

6.1.5 Be responsible for landscape maintenance including mowing, for all vegetated areas associated with the **PREMISES**.

6.1.6 Be responsible for complying with all federal, state or local laws with respect to maintenance of the **PREMISES** as a parking lot and laydown yard.

6.1.7 Be responsible for any environmental cleanup required by any act or omission of **LEASEE** or its employees, sublessees, invitees or agents or arising out of its operations on **PREMISES**. **LEASEE** shall not, however, be responsible for any environmental cleanup not due to the act or omission of **LEASEE** or its employees, sublessees, invitees or agents.

6.1.8. Limit its use of the **PREMISES** as a parking lot and a laydown yard for the **LEASEE'S** project at 5555 30th Avenue. No other use of the **PREMISES** is permitted without written approval of **CITY**.

6.1.9. **LEASEE** shall maintain **PREMISES** security and secure **PREMISES** by lock and key when **PREMISES** is not in use.

6.2 TIME REQUIREMENTS FOR REPAIRS. **LEASEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to **PREMISES**, including improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to **PREMISES**, including improvements. As used herein, minor damage shall be damage to **PREMISES** or improvements which would cost Two Thousand (\$2,000.00) Dollars or less to repair, and major damage shall be damage to **PREMISES** or improvements which would cost in excess of Two Thousand (\$2,000.00) Dollars to repair. Notwithstanding the above, emergency repairs shall be conducted by **LEASEE** as soon as possible when required to preserve the **PREMISES** and improvements.

6.3 DEFAULT BY LEASEE. In the event **LEASEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or in the event **LEASEE**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, either (1) terminate this Lease or (2) enter

PREMISES and improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or improvements, and care for, maintain or repair all or any part of **PREMISES** or improvements which are in need of repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **CITY** by **LEASEE**, on demand.

ARTICLE 7 - ACCESS TO PREMISES

LEASEE agrees to and shall permit **CITY** to send its representatives and employees onto **PREMISES** and improvements thereon, for the purpose of inspection and maintenance thereof. In nonemergency situations, **LEASEE** shall be provided with reasonable, advance notice of such activities by **CITY** if **LEASEE** is available to receive such notice.

ARTICLE 8 – SIGNS

LEASEE shall be permitted to place or erect appropriate signs on the **PREMISES** in accordance with City Ordinances.

ARTICLE 9 - ASSIGNMENT/SUBLEASE

LEASEE may not assign or sublease **PREMISES** without permission of **CITY**. An unauthorized assignment or sublease shall render this Lease null and void, at the option of **CITY**. **CITY** shall, however, not unreasonably withhold its consent to **LEASEE** subleasing **PREMISES** or any portion thereof, for use as a parking lot. Any assignment or sublease shall, unless waived in writing by **CITY**.

ARTICLE 10 - GOVERNMENTAL REQUIREMENTS

10.1 COMPLIANCE WITH LAW. **LEASEE**, with respect to the operation and maintenance of **PREMISES**, agrees to observe and obey any and all Federal, State and City laws, rules, regulations and ordinances, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, tenants, and suppliers to observe and obey the same.

10.2 LICENSES, CERTIFICATES AND PERMITS. **LEASEE** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities having jurisdiction over **PREMISES** or over **LEASEE’S** operations at **PREMISES**.

ARTICLE 11 - QUIET ENJOYMENT

CITY covenants and agrees, so long as **LEASEE** shall duly and punctually perform and observe all the terms and conditions hereof, that **LEASEE** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **CITY** to inspect **PREMISES**, and exercise other rights provided and reserved to it herein.

ARTICLE 12 - NATURAL DISASTER

LEASEE’S obligations during the term of the Lease shall neither abate nor be suspended

by virtue of any damage to **PREMISES** or improvements resulting from any natural disaster, unless **CITY** agrees otherwise or elects to terminate this Lease upon sixty (60) days advance, written notice.

ARTICLE 13 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LEASEE** or its sublessees for money damages arising out of any interruption in **LEASEE'S** use or enjoyment of **PREMISES** by reason of any physical damage to or destruction of **PREMISES**.

ARTICLE 14 - INDEMNITY AND HOLD HARMLESS

14.1 LEASEE INDEMNIFIES AND HOLDS HARMLESS CITY. **LEASEE** does hereby agree that it will indemnify and hold harmless **CITY**, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES** or as a result of any operations, works, acts or omissions performed on **PREMISES** by **LEASEE**, its employees, sublessees, agents or representatives, during the term of this Lease, or resulting from **LEASEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease, or resulting from any conditions of **PREMISES** or improvements thereon causing any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of **CITY**, or any of its officers, agents or employees. Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **LEASEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LEASEE** of such claim, and in the event that **LEASEE** does not pay, settle or compromise such claim, then **LEASEE** shall undertake the legal defense of such claim both on behalf of **LEASEE** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by **LEASEE** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or its officers, agents, or employees for any cause for which **LEASEE** is liable hereunder shall be conclusive against **LEASEE** as to liability and amount of damages.

ARTICLE 15 - SANITATION - STORAGE

LEASEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**, or any portion of building or lot. The piling of boxes, cartons, drums, cans, parts or other similar items outside of buildings is prohibited.

ARTICLE 16 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 17 – LIABILITY INSURANCE

17.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance

company or companies authorized to do business in the State of Wisconsin, licensed by the Wisconsin Office of the Commissioner of Insurance, and have an A.M. Best rating of A Class X or better.

17.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article including the naming of the City as an “additional insured”, and proof of payment of all premiums to the City for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 18. At least thirty (30) days before the expiration date of any insurance policy required by this Article 18, the Lessee shall deliver to the City a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 18 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the City. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the City will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 18 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination.

17.3 INCREASED COVERAGE. The City in consultation with the City's insurer reserves the right to increase the liability insurance requirements set forth herein during the term of this Lease or upon any extension of this Lease. The Lessee shall comply with any increases in the liability insurance requirements or be considered in material breach of this Lease thereby subjecting this Lease to termination.

17.4 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 18, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination. The failure of the Lessee to obtain and maintain the insurance required by this Article 18 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 18 shall not be construed to conflict with the obligations of the Lessee in Article 14.

17.5 REQUIRED COVERAGE. The following insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

- B. Automobile Liability (any auto)
 - \$1,000,000 Bodily Injury (per person)
 - \$2,000,000 Bodily Injury (per accident)
 - \$500,000 Property Damage (per accident)

- C. Worker's Compensation

Statutory Limits
\$100,000 Each Accident
\$100,000 Disease, Each Employee
\$500,000 Disease, Policy Limit

D. Umbrella Liability
\$4,000,000 Each Occurrence
\$4,000,000 General Aggregate

Umbrella liability coverage to be at least as broad as the underlying Commercial General Liability, Automobile Liability, Statutory Liability and Employers Liability coverages.

ARTICLE 18 - FAILURE TO OBSERVE TERMS OF LEASE

In the event there is a breach by either party with respect to any of the provisions of this Lease or its obligations under it, the party not in breach shall give the breaching party written notice of the breach. After receipt of the written notice, the breaching party shall have thirty (30) days in which to cure the breach, provided the breaching party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Neither party may maintain any action or effect any remedies for breach or default unless and until the breaching party has failed to cure the breach or default within the time period provided herein. In the event of any Lease termination, **LEASEE** shall have thirty (30) days after **CITY'S** written notice of termination to remove its personal property, if any exists, from **PREMISES**.

ARTICLE 19 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 20 - CONSTRUCTION/SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be unlawful, invalid or unenforceable by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LEASEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 21 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Lease.

ARTICLE 22 - APPROVALS

Approvals required hereunder shall not be unreasonably withheld.

ARTICLE 23 - FORCE MAJEURE

The failure or delay of any party to this Lease to perform any obligation under this Lease solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockouts, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Lease; provided, however, that the party so prevented from complying with this Lease shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Lease. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

ARTICLE 24 - INFORMAL DISPUTE RESOLUTION

Prior to any parties taking action to terminate this Lease for reason of breach of the other party, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within ten (10) days of the date of the written notice of breach. This shall not, however, operate to extend the time to cure as set forth in Article 19 herein. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.

ARTICLE 25 - NOTICE

Any notice required to be given to any party to this Lease shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY**: Director of the Department of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, WI 53140

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

If to **LEASEE**: M. J. Electric, LLC
200 W. Frank Pipp. Drive
Iron Mountain, MI 49801

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**CITY OF KENOSHA
A Municipal Corporation**

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2016, **JOHN M. ANTARAMIAN, Mayor** and **DEBRA L. SALAS, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer, of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City of Kenosha, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

M. J. ELECTRIC, LLC
a Foreign Corporation

BY: *Thomas Mayo*
Thomas Mayo, Director of Contracts

Date: 8-24-16

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 23rd day of August, 2016, _____
Thomas Mayo, of **M. J. ELECTRIC, LLC**, a foreign corporation,
to me known to be such Director of Contracts, and acknowledged to me that he executed
the foregoing instrument as such officer as the agreement of said corporation, by its authority.

Renee L. Devine

Notary Public, ~~Kenosha County, WI~~ Dickinson Co., MI
My Commission expires/is: December 23, 2017

RENEE L. DEVINE
NOTARY PUBLIC - STATE OF MICHIGAN
DICKINSON COUNTY
MY COMMISSION EXPIRES DECEMBER 23, 2017

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

Exhibit A





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

FROM: Martha E. Swartz, Senior Property Maintenance Inspector

SUBJECT: **Proposed Contract by and Between the City and Macemon & Sons, Inc., to Raze the Buildings Located at Four (4) Addresses in the Total Amount of \$77,220.00**

DATE: September 1, 2016

We are requesting approval of the attached contract to raze the buildings at the following four (4) residential locations:

6035 25th Avenue (01-122-01-103-012)	CR Properties 2015, LLC
1413 61st Street (05-123-06-206-002)	Estate of Shelby Rielly
6516 18th Avenue (05-123-06-260-036)	Frank F. and Sandra J. Ludowise
1511 74th Street (05-123-06-386-003)	Estate of Timothy E. Connolly

Your favorable approval of this contract is requested.

MES:saz
Attachment

CONTRACT TO RAZE BUILDINGS AND RESTORE LOTS:

at

6035 25th Avenue, Tax Key No. 01-122-01-103-012

1413 61st Street, Tax Key No. 05-123-06-206-002

6516 18th Avenue, Tax Key No. 05-123-06-260-036

1511 74th Street, Tax Key No. 05-123-06-386-003

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

**MACEMON & SONS, INCORPORATED,
A Wisconsin Corporation,**

THIS CONTRACT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **MACEMON & SONS, INCORPORATED**, a Wisconsin Corporation, with its principal place of business located at 5927 Middle Road, Racine, Wisconsin 53402, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **CONTRACTOR** has submitted to **CITY** written proposals to raze one or more buildings according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this **CONTRACT**; and,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "**CITY**" shall mean the City of Kenosha, Wisconsin.

b. "**DIRECTOR**" shall mean the Department Head of the City of Kenosha Community Development & Inspections Department, and includes designee(s).

c. "**CONTRACT**". The following documents comprise the complete **CONTRACT**: Request for Proposal, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions,

Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, **CONTRACT** notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this **CONTRACT** are on file in the Department of Finance and are incorporated into this **CONTRACT** by reference.

d. "**CONTRACTOR**" shall mean the party who proposed to do **WORK** herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include any approved subcontractors.

e. "**WORK**" means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish removal and proper disposal of all friable asbestos containing material, the razing of specified building(s), concrete removal and repair, capping of laterals as defined, and lot restoration, including, but not limited to, the provision of labor, service, materials, the oversight of approved subcontractors, and the disposal and proper disposal of materials and debris arising out of the remediation, the razing and restoration.

f. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this **CONTRACT**, including, but not limited to, excess payment made in error and payment for defective and/or rejected **WORK** which was redone or replaced and accepted by **CITY**.

2.

WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.

CONTRACTOR, for the sum of Seventy Seven Thousand Two Hundred Twenty Dollars and zero Cents (\$ 77,220.00), will perform and complete, or will cause to be performed and completed, all **WORK** defined in this **CONTRACT**, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this **CONTRACT**. **WORK** shall consist of the razing, capping of laterals, friable asbestos and other debris removal and disposal and lot restoration:

Address : 6035 25th Avenue, Kenosha, Wisconsin 53143
Tax Parcel No: 01-122-01-103-012
Description: A one and one half (1-1/2) story wood frame dwelling consisting of two (2) units of approximately one thousand four hundred forty-nine (1,449) square feet together with a full basement and a three hundred-sixty (360) square foot garage. Garage to be razed.

Address : 1413 61st Street, Kenosha, Wisconsin 53143
Tax Parcel No: 05-123-06-206-002
Description: A two (2) story wood frame dwelling consisting of approximately one thousand six hundred twenty-eight (1,628) square feet together with a full basement.

Address : 6516 18th Avenue, Kenosha, Wisconsin 53143
Tax Parcel No: 05-123-06-260-036
Description: A one and one half (1-1/2) story wood frame dwelling consisting of approximately one thousand two hundred forty-six (1,246) square feet together with a full basement and a four hundred (400) square foot garage. Garage will be razed.

Address : 1511 74th Street, Kenosha, Wisconsin 53143
Tax Parcel No: 05-123-06-386-003
Description: A one and one half (1-1/2) story wood frame dwelling consisting of approximately one thousand three hundred twelve (1,312) square feet with a full basement.

WORK shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this **CONTRACT**, the Specifications and Special Conditions, the Specifications and Special Conditions shall control and supersede any inconsistent **CONTRACT** provision(s).

CONTRACTOR will perform and complete, or will cause to be performed and completed, replacements of public sidewalk exceeding three hundred fifty (350) square feet to be designated by **CITY** at Five Dollars and Twenty-Five Cents (\$5.25) per square foot, all in a good workmanlike manner and in accordance with and subject to the provisions of the **CONTRACT**. **CITY**, prior to the notice to proceed, shall mark the sidewalk to be replaced. Any public sidewalk not designated for replacement but becomes damaged in the performance of said **WORK**, shall be replaced at **CONTRACTOR'S** cost and expense.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.**
CONTRACTOR will prosecute **WORK** diligently until fully complete in accordance with this **CONTRACT**. **CONTRACTOR** shall obtain required permits and commence remediation and demolition **WORK** no later than fifteen (15) days of Notice of Award of **CONTRACT** and Direction to Proceed. Demolition work is to be completed within forty-five (45) days from the written Direction to Proceed.

CONTRACTOR, in the event of a dispute respecting quantity or quality of **WORK**, shall not refuse to perform **WORK** and shall not delay the performance of **WORK** pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting an extension of time to complete the **WORK** from the **DIRECTOR**, in writing, prior to the time for **CONTRACT** completion, where the progress of the **WORK** was delayed such that the **WORK** will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **DIRECTOR** determine that the **WORK** will not be completed on schedule through normal methods and where no

request for a time extension has been requested, or if requested, such request was not justified, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete **WORK** on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend **WORK** by **CONTRACTOR** and take such other measures as will assure completion of **WORK** within the **CONTRACT** time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with **WORK** beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this **CONTRACT** shall be from the date of execution until each of the following:
- a. Respecting **WORK**, until completion and acceptance.
 - b. Respecting warranty, until expiration of warranty term.
 - c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this **CONTRACT**, the non-breaching party shall thereupon have the right to terminate the **CONTRACT** by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional **WORK** upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the **CONTRACT** obtain a Performance and Payment Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this **CONTRACT** not be faithfully and timely performed by **CONTRACTOR**.

7. **DIRECTOR DECISION FINAL** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this **CONTRACT**, or as to the manner of execution of **WORK**, or as to the quality of **WORK** executed, or as to the quality or quantity of materials used, or as to the timely completion of the **WORK**, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with **WORK** as will assure professional quality of **WORK** and a rate of progress which will assure the timely completion of **WORK**. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform **WORK**.
9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend **WORK** where he believes that **CONTRACTOR** is not performing **WORK** in accordance with this **CONTRACT**. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete **WORK** where **WORK** is suspended by **DIRECTOR** for good cause.
10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend **WORK** for a period of time, the deadline for completion of **WORK** shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits **WORK**, this **CONTRACT** shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for **WORK** performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of **WORK**, this **CONTRACT** shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of **WORK**.
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of **WORK** identified in **CITY** Request for Proposals. Increases in the scope of **WORK** shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the **CONTRACT** as a guideline. Change Orders must be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a **CONTRACT** amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this **CONTRACT** by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.
12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this **CONTRACT** shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves **WORK** which will be covered and unavailable for

inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.

13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this **CONTRACT**. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by **CITY**. **CONTRACTOR** is responsible for the **WORK** of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in **WORK** will result in a breach of this **CONTRACT**. Furthermore, should **DIRECTOR**, in his/her sole discretion determine the subcontractors and/or suppliers involvement in the **WORK** will result in a breach of the **CONTRACT**, **DIRECTOR** shall have the right, in writing, to compel **CONTRACTOR** to remove and replace said subcontractors and/or suppliers. Should **CONTRACTOR** fail to comply with the requirements of providing notice or removing and replacing subcontractors, **CITY** shall have the option to declare the **CONTRACTOR** in breach and exercise the rights pursuant to Section 31 herein.

15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of **WORK** site from commencement of **WORK** until **WORK** is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. **SALVAGE RIGHTS.** **CONTRACTOR** shall have all salvage rights by virtue of this **CONTRACT**.

17. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of **WORK**. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of **WORK**.

18. **GOVERNMENTAL PERMITS AND APPROVALS.** CONTRACTOR is fully responsible, at CONTRACTOR'S cost and expense, to procure such permits and approvals as may be required from any governmental body, including the CITY, as a precondition to the performance of WORK, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
19. **LAW, RULES AND REGULATIONS.** CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this CONTRACT and WORK including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although CONTRACTOR performs WORK as an independent contractor, DIRECTOR shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in WORK when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with WORK. CONTRACTOR shall comply with any reasonable request.
21. **CONTRACTOR**, at all times WORK is being performed, shall assign an employee or agent on the WORK site to be the person to whom DIRECTOR may furnish instructions or orders, or make inquiries of at all times when WORK is being performed. The name of such employee or agent shall be submitted to DIRECTOR, in writing, upon commencement of WORK.
22. **WATER USE.** CONTRACTOR has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. Any deposit and fee shall be paid by CONTRACTOR.
23. **SANITATION AND HEALTH.** CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such WORK site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. CONTRACTOR shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.
24. **INSPECTION.** CITY has the right, at its cost and expense, to assign or retain inspectors to determine that WORK is in conformance with the CONTRACT. However, only DIRECTOR can reject WORK. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself

rejecting improper or defective **WORK**, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective **WORK** shall not waive any rights of **DIRECTOR** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the **WORK**, **WORK** site and prevailing year-round weather conditions which affect **WORK** and the **WORK** site.

26. **UTILITIES.** **CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense. The **CITY** shall disconnect gas and electrical power and remove power lines from the building(s) or structure(s) being razed.

27. **CLEANUP.** **CONTRACTOR** shall at all times keep the site and off-site areas related to **WORK**, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the **WORK** site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of **WORK**.

Within ten (10) days after the completion of **WORK**, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the **WORK** site and off site areas related to **WORK**, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **DIRECTOR** may cause any such **WORK** to be performed at **CONTRACTOR'S** cost and expense.

28. **FOUNDATIONS AND EXCAVATIONS.** **CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to back filling. **CONTRACTOR** shall coordinate with the Department of Community Development and Inspections in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any or all potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.

29. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the **WORK**.

CONTRACTOR, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance. **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.

30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform **WORK** within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of Two Hundred (\$200.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.
31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend **WORK**, to order the revision of nonconforming **WORK**, to relet all or part of **WORK** or to itself perform such **WORK** as may be required to ensure the timely completion of **WORK** or to replace improper or defective **WORK**, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this **CONTRACT**.
32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to **WORK** under this **CONTRACT**, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.
33. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make **WORK** site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with **WORK**, during both day and night hours. **DIRECTOR** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully

responsible for making the **WORK** site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **DIRECTOR** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis. In the event of termination of this **CONTRACT** prior to completion of **WORK**, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the **WORK** Site until relieved of the obligation by **DIRECTOR** or until another contractor takes possession of the **WORK** Site.

34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of **WORK** and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting **WORK** as being performed in accordance with this **CONTRACT**, subject to the following.
1. Payment will not be made for so long as any order made to **CONTRACTOR** by **DIRECTOR** seeking compliance with the **CONTRACT** is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected **WORK** or liquidated damages due to delay in the schedule of time for **WORK** completion; failing to take safety precautions; by the amount of setoffs authorized by this **CONTRACT**, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this **CONTRACT**.
 2. **WORK** shall not be accepted by **DIRECTOR** until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.
35. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this **CONTRACT**, enter into a joint enterprise or sublet any **WORK** without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this **CONTRACT** voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any **WORK** performed by an unauthorized party. However, if this **CONTRACT** is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the **WORK** site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of

the **WORK** site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this **CONTRACT**, defend, indemnify and hold harmless, **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.

38. **INSURANCE.** **CONTRACTOR** and subcontractors shall procure and maintain, during the Term of this **CONTRACT**, insurances as hereinafter specified, issued by a Company authorized and licensed to do business in the State of Wisconsin, having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or any change takes effect. **CONTRACTOR**, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured". Throughout the duration of the **WORK**, certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request.

The following insurance coverages must be in effect and continue in effect during the term(s) of **CONTRACT** in not less than the following amounts:

a) **Commercial General Liability**

One Million Dollars (\$1,000,000.00), Per Occurrence
Two Million Dollars (\$2,000,000.00), Aggregate

b) **Automobile Liability (owned, non-owned, leased)**

Combined Single Limit of One Million Dollars (\$1,000,000.00):

c) **Excess Umbrella Liability:**

Minimum limit of Three Million Dollars (\$3,000,000.00). Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy

and shall not have any exclusions or limits not identified in the Commercial Liability Policy.

d) Pollution Legal Liability:

Minimum liability of Two Million Dollars (\$2,000,000.00)

e) Worker's Compensation: Statutory Limits:

i. Employer's Liability

One Hundred Thousand Dollars (\$100,000.00), Each Accident

One Hundred Thousand Dollars (\$100,000.00), Disease, Each Employee

Five Hundred Thousand Dollars (\$500,000.00), Disease, Policy Limit

39. **COOPERATION.** CONTRACTOR shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for WORK. Further, although CONTRACTOR has possession of WORK site, it shall permit CITY employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to WORK site at all times.
40. **SEVERABILITY.** It is mutually agreed that in case any provision of this CONTRACT is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this CONTRACT shall remain in full force and effect.
41. **NONDISCRIMINATION.** In the performance of WORK under this CONTRACT, CONTRACTOR agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
42. **NO THIRD PARTY BENEFICIARIES.** This CONTRACT is intended to be solely for the benefit of the parties hereto. No part of this CONTRACT shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
43. **FULL AGREEMENT ~ MODIFICATION.** This CONTRACT shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This CONTRACT can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that CITY Director of Finance must approve any amendment of this CONTRACT.
44. **NOTICES.** Any notice required to be given to any party to this CONTRACT shall be in writing and delivered either by hand or certified mail, return receipt requested, to the

addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to **CITY:** Director of Community Development and Inspections
625-52nd Street, Room 308
Kenosha, Wisconsin 53140

With a copy to: Office of the City Attorney
Municipal Building, Room 201
625 52nd Street,
Kenosha, Wisconsin 53140

-and-

Department of Finance
Municipal Building, Room 208
625 52nd Street,
Kenosha, Wisconsin 53140

If to **CONTRACTOR:** Jeff Macemon, President
Macemon & Sons, Incorporated
5927 Middle Street
Racine, Wisconsin 53402

45. **EXECUTION AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power to execute this **CONTRACT**; (b) the execution and delivery of this **CONTRACT** by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this **CONTRACT** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this **CONTRACT**.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this **CONTRACT** on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

By: _____
John M. Antaramian, Mayor

Date: _____

By: _____
Debra Salas, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, _____,
John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of THE CITY OF
KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and
City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the
foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

MACEMON & SONS, INCORPORATED:
A Wisconsin Corporation

BY: _____
Jeff Macemon, President

Date: 8-4-16

STATE OF WISCONSIN)
:SS.
COUNTY OF RACINE)

Personally came before me this 4 day of August, 2016,
Jeff Macemon, President of MACEMON & SONS, INCORPORATED, a Wisconsin corporation, to
me known to be such President of said corporation, and acknowledged to me that he executed the
foregoing instrument as such officer as the Contract of said corporation, by its authority.

Doug Newman
Notary Public, Racine County, WI

My Commission expires/is: 4/7/2017



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID SCHUPPLER, MARSHA J. SCHUPPLER, BEN WIENENMAN, MAX W INGRAM, OF WAUWATOSA, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS (\$2,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3RD day of SEPTEMBER, 2014.

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 3RD day of SEPTEMBER, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-0931



Signed and sealed at the City of Brookfield, WI this 11th day of August, 2016.

James E. Schuppler
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

PERFORMANCE AND PAYMENT BOND
(\$ 77,220.00)

Project No. _____

PROJECT DESCRIPTION: Raze Buildings & Restore Lots:
6035 25th Ave., 1413 61st St., 6516 18th Ave., 1511 74th St., Kenosha, WI
BY: (Principal) Macemon & Sons, Inc.

To And For The Benefit Of
The City of Kenosha, Wisconsin

Know All Men By These Presents, that we,

(Company Name) Macemon & Sons, Inc.
(Address) 5927 Middle Road
Racine, WI 53402

as Principal, and Old Republic Surety, (Surety), are held and firmly bound unto the City of Kenosha, Wisconsin, a municipal corporation as Obligor in the full and just sum of Seventy Seven Thousand Two Hundred Twenty and 00/100 (\$ 77,220.00), lawful money of the United States, in the payment of which sum, well and truly to be made, the Principal and Surety bind themselves their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has entered into a written contract with the Obligor for the above project, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the work under said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligor's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the work under said Contract shall have a direct right of action under this Bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of City acceptance of work on said Contract, or one (1) year following expiration of any warranty or guaranty covering work and materials set forth under said Contract, whichever is longer. If this limitation is made void by any law controlling the construction thereof, such limitation shall be deemed to be extended to equal the minimum period of limitation permitted by such law.

Signed and dated at Kenosha, Wisconsin, this 11th day of August, 2016.

Marsha J. Schupler
(Witness)

Attorney-in-Fact
(Witness)

[Signature]
(Principal)

BY: Macemon & Sons, Inc.
Name: _____
Title: _____

Marsha J. Schupler
(Surety)

BY: Old Republic Surety Company
Name: Marsha J. Schupler
Title: Attorney-in-Fact



PERFORMANCE AND PAYMENT BOND

Examined and approved as to form and execution this _____ day of _____, _____.

City Attorney

AGREEMENT

THIS AGREEMENT is made as of this 1st Day of January, 2016, by and between Downtown Kenosha Inc. ("DKI") and the City of Kenosha ("City"),

RECITALS

WHEREAS, the parties hereto have a vested interest in in the redevelopment of Downtown Kenosha and the implementation of the *Downtown Strategic Development Plan* dated August, 2012, that was developed with assistance from the Lakota Group;

WHEREAS, the City desires to contribute to the cost of employing a full time executive director ("Executive Director") for DKI, whose responsibility it will be to be implement the Downtown Strategic Development Plan and to coordinate all project activates regarding the revitalization strategy for Downtown Kenosha;

NOW THEREFORE, for a valuable consideration, the parties hereto mutually agree as follows:

1. Financial Support of DKI: The City agrees to financially support the operations of DKI. As part of this financial support, DKI agrees to reserve two (2) full voting Board of Director positions for the City whose appointment will be at the sole discretion of the Mayor of the City of Kenosha and confirmed by the City's Common Council.
2. Reporting by DKI: The Executive Director or an appropriate representative of the DKI shall report regularly, though not more than quarterly, to the City.
3. Financial Contributions: The City shall contribute \$25,000 for 2016.
4. Term: This Agreement shall be for a term of one (1) year commencing on January 1, 2016 and terminating on December 31, 2016.
5. Notices: All Notices hereunder must be delivered by certified mail - return receipt requested, fax or email to the parties as follows:

City	City of Kenosha Attn: City Clerk (Debra Salas) 625 - 52 nd St. Kenosha, WI 53140 dsalas@kenosha.org
DKI	Downtown Kenosha, Inc. Attn: DKI Chairperson (Kevin Ervin) 812-56 th St. Kenosha, WI 53140 kevinervin@yahoo.com

6. Miscellaneous. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Wisconsin and any dispute under this Agreement shall be venued in Wisconsin. Except as expressly provided herein, this Agreement may not be amended, changed, altered or modified except in writing and signed by all of the parties hereto. Titles and headings of sections of this Agreement are for the convenience of the reference only and shall not affect the construction of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken shall constitute but one and the same instrument. This Agreement may be executed by signing and delivery, in person, by facsimile transmittal or by electronic mail in a PDF format.

IN WITNESS WHEREOF, the undersigned have caused this Agreement be executed and delivered on the date first set forth above.

By: Mayor John M. Antaramian
City of Kenosha

By: Debra Salas, City Clerk/Treasurer
City of Kenosha

By: Kevin J. Ervin, Chairperson
Downtown Kenosha, Inc.

Zimbra**kargust@kenosha.org**

Re: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

From : Karen J. Argust
<kargust@kenosha.org>

Fri, Aug 26, 2016 11:55 AM

 4 attachments**Subject :** Re: Request for review of special
assessment / charge (2023 84th St.,
Kenosha, WI 53143)**To :** Erick Winford
<erick.winford@gmail.com>

Good Morning Erick:

Unfortunately calling into the meeting is not an available option. You may submit additional written comments or have someone appear at the meeting on your behalf.

Thank you.

Karen J. Argust
Deputy City Clerk-TreasurerPhone: [262.653.4026](tel:262.653.4026)

From: "Karen J. Argust" <kargust@kenosha.org>**To:** "Erick Winford" <erick.winford@gmail.com>

Sent: Thursday, August 18, 2016 2:11:41 PM

Subject: Re: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

I will check into this and get back to you as soon as possible.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)



From: "Erick Winford" <erick.winford@gmail.com>
To: "Karen J. Argust" <kargust@kenosha.org>
Sent: Thursday, August 18, 2016 1:41:44 PM
Subject: Re: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

I live in Maryland and will not be able to attend the meeting in person. Is there an option to call in to the meeting to be heard over the phone? Please let me know when you get a chance.

Thanks,
Erick

On Thu, Aug 18, 2016 at 2:36 PM, Karen J. Argust
<kargust@kenosha.org> wrote:

Good Afternoon Erick:

Your request will be heard at the meetings scheduled for Wednesday,

September 7, 2016. The Finance Committee meets at 6:00 pm in Room 204, followed by the Common Council meeting at 7:00 pm in Council Chambers, Room 200. It is highly recommended that you or a representative attend the meetings to speak on behalf of the appeal.

Please contact me if additional information is needed.

Thank you.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)



From: "Erick Winford" <erick.winford@gmail.com>
To: "Karen J. Argust" <kargust@kenosha.org>
Sent: Thursday, August 18, 2016 12:21:40 PM
Subject: Re: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

Good afternoon Ms. Argust:

Can you please let me know if the meeting has taken place yet? If not, please let me know if a date has been set.

Thanks,
Erick

On Mon, Aug 8, 2016 at 5:41 PM, Karen J. Argust
<kargust@kenosha.org> wrote:

Good Afternoon Erick:

I have received your request for review of the above special assessment. This will be forwarded to the Health Department for their written comment, and then placed on the agenda of the Finance Committee for their recommendation, followed by the agenda of the Common Council for their decision. I will let you know the date of the meetings as soon as possible; I am estimating it will be either August 15 or September 7, 2016. Please contact me with any additional questions you may have.

Thank you.

Karen J. Argust
Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)



From: "Erick Winford" <erick.winford@gmail.com>
To: "cityclerk" <cityclerk@kenosha.org>
Sent: Monday, August 8, 2016 7:22:29 AM
Subject: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

To whom it may concern:

Attached is my request for review of the special assessment charge that I was billed for \$350. Please acknowledge receipt of my appeal and let me know how long this process will take.

Sincerely,

Erick Winford



9/7/16

SPECIAL ASSESSMENT/CHARGE
REQUEST FOR REVIEW
CITY CLERK TREASURER
625 52nd STREET, ROOM 105
KENOSHA, WI 53140
262-653-4020 cityclerk@kenosha.org

Date August 8, 2016

Your Name Erick Winford

Your Phone Number (757) 615-2217 Email Erick.Winford@gmail.com

Your Address 3500 Amberton Ct., White Plains, MD 20695
(Address/City/State/Zip)

City of Kenosha Property Address 2023 84th St., Kenosha, WI 53143

City of Kenosha Property Parcel Number 06-123-07-353-008

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 \$350

How were you made aware of the special assessment/charge? I received a bill in the mail with a billing date of August 1, 2016

Have you contacted any City department? If so, when (date) and who did you speak with?
Yes, I contacted the Kenosha County Health Department at (262) 605-6700. I can't remember who I actually spoke to on the phone.

Provide an explanation as to why the special assessment/charge should be reviewed and specify the adjustment amount you are requesting:

My previous tenants abandoned the residents back in April 2016 without notice. They a lot of stuff in the house & they put most of their trash out on the streets. The tenants has since filed chapter 7 bankruptcy, so I can't go after them for damages. I was unaware that they put their trash out on the street for removal. I don't understand why the home owner is being penalized for the actions of my tenants who abandoned the residents. (See attached sheet)

SPECIAL ASSESSMENT / CHARGE
REQUEST FOR REVIEW FOR ERICK WINFORD / 2023 84TH STREET

Page 2

I followed the procedures to have my previous tenants properly evicted from the resident. I had to pay the Sheriff's Department \$750 to remove the rest of the stuff from the house. I don't think it's fair, that I have to turn around and pay another \$350 for trash removal. Then what has the \$750 for?

I feel that I am being double charged for practically the same thing. The \$750 for the Sheriff's Department to evict my previous tenants should have covered the trash removal and any other expenses related to their removal. The eviction procedures and requirements letter on your website talks about a non-refundable fee of \$150 to remove any personal property at that time.

This trash removal fee of \$350 is not fair and I request that your office takes a serious look at these unnecessary charges for pretty much the same thing the Sheriff's Department SHOULD have taken care of with my check for \$750. I can't see paying \$1100 to evict someone out of a resident and remove trash from the street.

I request that your office waive the \$350 charge for trash & debris. If you have any questions, or require additional information, please call me at (757) 615-2217 or via email at Erick.Winford@gmail.com


Erick Winford

Aug 8, 2016

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

ERICK & MONTY SELF WINFORD
2023 84TH ST
KENOSHA, WI 53143

BILLING DATE: 08/01/16

PARCEL NO. 06-123-07-353-008

FOR RESOLUTION: 078-16
TRASH & DEBRIS
PROPERTY 02023 084 ST
DUE BY AUGUST 31, 2016
WITHOUT INTEREST

LOT 1 BLK 3 HIGHLAND
PARK SUB UNIT 1 PT OF
SW 1/4 SEC 7 T 1 R 23
V 1614 P 489
DOC#1117681
DOC#1174185
DOC#1563820
DOC#1577983 DEED IN ERROR

AMOUNT DUE* 350.00

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

TAX BILL YEAR	AMOUNT	
2016	360.94	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	360.94	

7.5%.

Interest Included if not paid by November 30th of this year.

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

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

If you have questions regarding this bill, please contact the Kenosha County Health Department at (262) 605-6700.

Zimbra

kargust@kenosha.org

RE: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

From : Lorma Wendt
<Lorma.Wendt@kenoshacounty.org>

Wed, Aug 10, 2016 04:19 PM

4 attachments

Subject : RE: Request for review of special
assessment / charge (2023 84th St.,
Kenosha, WI 53143)

To : kargust@kenosha.org

Cc : Mark Melotik
<Mark.Melotik@kenoshacounty.org>

Hello Karen

Please find attached the Complaint & Inspection report for 2023 84th Street.

I've also attached the supplemental documentation regarding the complaint for 2023 84th Street .

In summary:

The City did a bulk pickup on 04/29/16 at 2023 84th Street.

They removed five cubic yards of debris.

They filed a complaint (e-mail) regarding the remaining debris in the parkway.

I inspected the property on 5/2/16 and posted a 24 hour notice.

I also called the number the City had on file for the person who requested the bulk pickup.

The number was no longer in service.

I could not locate a listing for owners Erick and Monty Self Winford of Honolulu, HI.

I re-inspected the property on 5/3/16. The debris remained and the 24 hour post had been removed.

Steve Rea re-inspected the property on 5/4/16.

A cleanup was performed of the debris in the parkway on 5/4/16 by Crown Services.

Cost of cleanup \$350.00

Lorma

Lorma J. Wendt
Health Sanitarian
Kenosha County Division of Health
(262) 605-6743

From: Mark Melotik

Sent: Wednesday, August 10, 2016 3:48 PM

To: Steven Rea; Lorna Wendt

Cc: kargust@kenosha.org

Subject: FW: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

Can the inspector that cleaned the property forward the paperwork to Karen today. Thanks

**Mark Melotik REHS/RS
Environmental Manager
Kenosha County Division of Health
Mark.melotik@kenoshacounty.org
Office: (262)605-6745
Fax: (262)605-6715**



From: Karen J. Argust [<mailto:kargust@kenosha.org>]

Sent: Wednesday, August 10, 2016 1:37 PM

To: Mark Melotik <Mark.Melotik@kenoshacounty.org>

Subject: Fwd: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

Hi Mark:

Attached please find a request for a review of a trash and debris special charge for the 2023 84th Street. Will you have time to reply by tomorrow with your backup/comments so that this item may appear on the 08/15/ 16 Finance Committee and Common Council agendas, or should this be placed on the next agendas for 09/07/16?

Thank you.

Karen J. Argust

Deputy City Clerk-Treasurer

Phone: [262.653.4026](tel:262.653.4026)



From: "Erick Winford" <erick.winford@gmail.com>
To: "cityclerk" <cityclerk@kenosha.org>
Sent: Monday, August 8, 2016 7:22:29 AM
Subject: Request for review of special assessment / charge (2023 84th St., Kenosha, WI 53143)

To whom it may concern:

Attached is my request for review of the special assessment charge that I was billed for \$350. Please acknowledge receipt of my appeal and let me know how long this process will take.

Sincerely,

Erick Winford



image001.jpg

2 KB



image002.jpg
3 KB

 **Complaint & Inspection Report 2023 84th Street.pdf**
93 KB

 **File 2023 84th Street.pdf**
395 KB

Date 04 29 16 Compl. Name Jaurie/City Compl. Addr. _____
Compl. Phone _____ N/P

Kenosha County Division of Health
Environmental Health Section - Complaint & Inspection Report

Addr. Of Complaint 2023 84th St Rec. No. _____
Contact person and/or where to gain entrance _____
Complaint obtained with promise of confidentiality: Y N Par. # _____

OCCUPANT: Name _____ Unit _____ Tel. # _____
OWNER: Name Wm Berd Unit Honolulu HI Tel. # NL
Compl. Code _____ Dist. _____ San _____ Viol. Code _____ Date _____ Res. Code _____ Date _____

REMARKS: Call to make appt. _____ Pre-scheduled appt. time _____
(Comp. Taken by email) Hours when home _____

parkway - city picked up 5 cubic yd
050216 Inspected. Picture taken. Mattresses
and furniture on parkway. 24 hr posted.
050316 Reinspected. Furniture remains in
parkway. Picture taken. 24 hr posted removed.
Review for clean up.

5/4/16 Clean up conducted
All items remained pre
to clean up.

DATE OF INSP 050216 SANITARIAN Juwendt



Property Details: 06-123-07-353-008

Municipality: City of Kenosha (241)
Parcel Number: 06-123-07-353-008
Property Address: 2023 84TH ST
Mail-To Address: ERICK & MONTY SELF WINFORD
 5318 SHIELDS ST

Legal Name / Ownership: HONOLULU, III 96818-3457
 ERICK WINFORD & MONTY SELF-WINFORD

Land Information (approximate):
Frontage: 72
Depth: 97
Property Class: Residential
Total Acres: 0.17
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		Ranch			
	Year Built		1959			
	Exterior Wall		Aluminum			
	Square Feet (total)		910			
	Square Feet (1st floor)		910			
	Basement		Full			
	Heat/Air		Air Conditioning			
	Fuel Type		Gas			
	Heating System		Warm Air			
	Bedrooms		3			

Lorma Wendt

From: Laurie Bauman [lbauman@kenosha.org]
Sent: Friday, April 29, 2016 10:44 AM
To: Steven Rea; Lorma Wendt
Subject: 2023 84th St
Attachments: 2016042995082624.jpg; text_2.txt

Hi - this is what is left after a 5yrd pick up

Laurie

Laurie Bauman
Office Associate I

(262) 653-4066
Department of Public Works
625 52nd Street, Room 305

Kenosha, Wisconsin



Defeat is not the worst of failures. Not to have tried is the true failure.
George Edward Woodberry

From: "2628186542" <2628186542@vzwpix.com>
To: "Laurie Bauman" <lbauman@kenosha.org>
Sent: Friday, April 29, 2016 10:13:56 AM





J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

Invoice

DATE
5/5/16

INVOICE #
8454

BILL TO

KENOSHA COUNTY HEALTH DEPT.
8600 SHERIDAN RD. SUITE 600
KENOSHA, WI 53143

DUE DATE
6/4/16

P.O. NUMBER
MR.REA

DESCRIPTION

AMOUNT

2023 84TH ST REMOVED BEDDING, FURNITURE, LITTER AND MISC DEBRIS
CLEANED 5/4/2016

275.00


5% 10 NET 30

Subtotal
5.5% Tax

275.00

Total

275.00

Mel Maltby 5/10/16



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: 05/10/16

Parcel No. : 06-123-07-353-008

Owner's Name: Erick and Monty Self Winford

Cleanup Date: 05/04/16

Address: 2023 84th Street

Invoice #: 8454

Invoice Date: 05/05/16

Contractor: J. Malsack / Crown Services, LLC

Mail Cost: N/A

Publication Cost: N/A

Cleanup Cost: \$275.00

Administration Cost: \$75.00

Other Costs:

Total Cost: \$350.00

Notes/Comments:

This documentation of special assessment is e-mailed to:
Lisa Olley
Office Associate II
City of Kenosha
<mailto:lolley@kenosha.org>

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

FROM: Doug M. Kroening, Property Maintenance Inspector
Department of Community Development and Inspections

SUBJECT: **Request from Ketan Patel to Rescind Reinspection Fee Special Charges in the Total Amount of \$2,844.00 Levied by Resolution No. 007-16 Approved by Common Council on January 20, 2016, for 4811 37th Avenue (Parcel #09-222-36-231-002) (District 10)**

DATE: September 1, 2016

Ketan Patel, the registered agent of the subject property, on behalf of the owner, Aryan Investments, LLC, is requesting the rescindment of Special Charges in the Total Amount of \$2,844.00. The Special Charges were levied on January 20, 2016; however the reinspection fees were issued in the fall of 2015.

Mr. Patel states that the reason for this request is that he had a tenant that was not paying rent and was damaging the property; and, replacing windows involved a good amount of money. However, it should be noted that the tenants have remained the same throughout the time frame in which the appealed reinspection fees were charged.

The following information is pertinent to these cases:

Exterior Violations (Case #H130498) Special Charges Totalling \$190.00:

June 10, 2013	A complaint was received for a broken fence at the subject address. The initial inspection disclosed multiple exterior property maintenance violations, including
June 11, 2013	Order posted on the property and mailed to the owner of record
July 19, 2013	A reinspection of the property showed that the violations still remained
July 30, 2013	A final Notice was mailed to the owner of record
October 31, 2013	A reinspection of the property showed that no work was done
November 6, 2013	A reinspection of the property disclosed no work was done. Reinspection fee #1 was charged in the amount of \$72.00 and was assessed to the property on January 14, 2014 (including a \$100.00 administrative fee)

March 6, 2014	Per a phone conversation with Taral, the property manager, work should be done next week.
June 6, 2014	Left voicemail for property manager, Taral
June 26, 2014	Met with owner on site and reviewed all violations
October 14, 2014	A reinspection of the property showed no work was done
October 17, 2014	A reinspection of the property showed no work was done
November 4, 2014	A reinspection showed some work was completed
December 26, 2014	A reinspection of the property disclosed no add additional work done
May 5, 2015	Met onsite with property manager, Taral Patel. Case transferred to Property Maintenance Inspector, Doug Kroening for follow-up. Work to be completed by beginning of June, 2016
June 4, 2015	Reinspection of the property disclosed minor painting done on the exterior of the property. Maintenance manager, Dave did not show up for scheduled appointment.
June 15, 2015	Left a voicemail for Taral Patel, property manager.
July 8, 2015	A reinspection of the property disclosed no work was done. Reinspection fee #3 was charged in the amount of \$180.00 dollars and was assessed to the property on September 15, 2015 (including a \$100.00 dollar administrative fee). This fee has been added to the tax roll and is not appealable.
August 27, 2015	A reinspection of the property disclosed no work was done. Reinspection fee #4 was charged in the amount of \$360.00 dollars and was assessed to the property on January 20, 2016 (including a \$100.00 dollar administrative fee).
September 10, 2015	A reinspection of the property disclosed no work was done. Reinspection fee #5 was charged in the amount of \$360.00 dollars and was assessed to the property on January 20, 2016 (including a \$100.00 dollar administrative fee).
October 8, 2015	A reinspection of the property disclosed no work was done. Reinspection fee #6 was charged in the amount of \$360.00 dollars and was assessed to the property on January 20, 2016 (including a \$100.00 dollar administrative fee).
November 30, 2015	Initial appearance in court.
January 4, 2016	Reinspection of the property disclosed work in progress.

- January 5, 2016 In court for pretrial. Moved 90 days for the installation of windows and screens.
- June 7, 2016 Reinspection of the property disclosed all exterior violations cited were corrected. Pretrial disclosed an agreement to a forfeiture for four counts at \$187.00 dollars each, totaling \$748.00 dollars.
- August 8, 2016 The total forfeiture was due today has was not paid.

Interior Violations (Case #H150210) Special Charges Totaling \$1,274.00:

- August 7, 2015 An inspection of the property disclosed multiple interior violations of unit #4. This complaint was the third complaint within a 12 month period that generated a violation. Thus, a recurring violation fee of \$72.00 dollars was issued per Chapter 16.09 D.
- August 11, 2015 Orders posted on the property and mailed to the owner of record.
- August 19, 2015 No access provided for reinspection.
- August 20, 2015 A reinspection of the property disclosed no work was done. Reinspection fee #1 was charged in the amount of 72.00 dollars and was assessed to the property on January 20, 2016 (including a \$100.00 dollar administrative fee).
- August 27, 2015 A reinspection of the property disclosed no work was done. Reinspection fee #2 was charged in the amount of 90.00 dollars and was assessed to the property on January 20, 2016 including a 100.00 dollar administrative fee.
- September 8, 2015 A reinspection of the property disclosed no work was done. Reinspection fee #3 was charged in the amount of 180.00 dollars and was assessed to the property on January 20, 2016 including a 100.00 dollar administrative fee.
- October 15, 2015 A reinspection of the property disclosed no work was done. Reinspection fee #4 was charged in the amount of 360.00 dollars and was assessed to the property on January 20, 2016 including a 100.00 dollar administrative fee.
- November 30, 2015 Initial appearance in court.
- December 16, 2015 A reinspection of the property disclosed work in progress.
- April 12, 2016 The pretrial resulted in an extension for 3 months to provide for the treatment of bed bugs and installation of windows for the additional housing case.
- June 7, 2016 Reinspection of the property disclosed all exterior violations cited were corrected. Pretrial disclosed an agreement to a forfeiture for four counts at \$187.00 dollars each, totaling \$748.00 dollars.

July 14, 2016 The bedbug report showing no activity in units #1-3 was provided. Unit #4 refused service and will not cooperate with cleaning.

Recurring Violations (Case #152094) Special Charges Totaling \$190.00:

September 8, 2015 An inspection of the property disclosed unit #4 was without hot water. The water heater was leaking and not functioning. This complaint was the fourth complaint within a 12 month period which generated a violation. Thus, a second recurring violation fee in the amount of 90.00 dollars was issued per Chapter 16.09 D. Orders were posted while onsite.

September 10, 2015 Onsite for reinspection. Hot water was restored to the property, however, the work was done without a permit and not to code. Further follow-up under case #H142531.

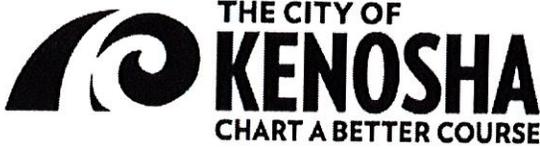
December 12, 2015 Reinspection of the property disclosed the water heaters are still not up to code and no permit was pulled for the repair.

June 7, 2016 A reinspection of the water heaters showed they were repaired to code and the work receipt for the repair was provided from a licensed plumber.

Recommendation:

Staff recommends that all reinspection fees be upheld.

DMK:saz
Attachments



RECEIVED

JUL - 1 2016

by MS
CDI - Rm 100

FOR OFFICE USE ONLY	
Date received	_____
Permit #	_____ or _____
Case #(s)	_____
Meeting Date	_____

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 4811 37th AVE Date: 7/1/16
09-222-36-231-002

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: 2918.20

Property Owner: ARYAN INVESTMENT LLC

Petitioner: KETAN PATEL

Mailing Address: 2616 22nd AVE KENOSHA WI 53140

Home Phone Number: 262-930-9778 Daytime Phone Number: 262-930-9778

E-mail Address: BPKENOSHA@gmail.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

WE ARE WORKING REALLY HARD TO KEEP THAT BUILDING
UP TO CODE WE JUST HAD ALL VIOLATIONS CLEARED UP
WITH BUILDING INSPECTOR WE DID NOT KNOW WE
WERE CHARGED THIS MUCH AMOUNT. WE HAD SOME
BAD TENANT AND WASNT GETTING RENT PAID. AND THEY
WERE BREAKING THINGS AND CALLING BUILDING DEPARTMENT
WE HAD TO REPLACE FEW WINDOWS THAT INVOLVED
GOOD AMOUNT OF MONEY ~~WE~~ THATS REASON ITS TOOK US
LONGER TIME. WE NEED SOME HELP REDUCE THIS CHARGE

Petitioner's Signature: [Signature]

AND STAY FOCUS ON BUILDING THANK YOU!
KETAN PATEL

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

Case #H130498

CMACTRIL

08 AUG 16 13:53 HDGUGK

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS CASE MANAGEMENT
REINSPECTION LIST

Case: H130498

Select (X)	Act Type	Activity Date	Act Stat	Follow Date	Fee	Notice Date	Due Date	Asmt/Paid Date
■	RI	10/ 8/15	NWD	11/ 9/15	360.00	10/ 8/15	11/ 9/15	1/11/16
-	RI	9/10/15	NWD	10/ 9/15	360.00	9/10/15	10/12/15	1/11/16
-	RI	8/27/15	NWD	9/24/15	360.00	8/27/15	9/28/15	1/11/16
-	RI	7/ 8/15	NWD	8/ 3/15	180.00	7/ 8/15	8/10/15	9/15/15
-	RI	12/26/14	VR	1/23/15	90.00	12/26/14	2/ 2/15	3/ 9/15
-	RI	11/ 6/13	VR	12/ 9/13	72.00	11/ 6/13	12/ 9/13	1/14/14
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Esc/Exit F2/More Activity Xmit/Cont []

460.00
460.00
460.00

\$ 1,380.00

IN DATE	FOLLOW-UP	TYPE	TIME	RESULT	COMMENT
06/10/13	06/13/13	INI		PND	
06/11/13	07/10/13	PO		ORD	POSTED
07/19/13	07/22/13	RI		VR	SEND FINAL
07/30/13	08/15/13	COR		FN	FINAL NOTICE
10/31/13	11/04/13	RI		NWD	
11/06/13	12/09/13	RI		VR	RIF #1
03/06/14	03/17/14	PH		PND	WORK SHOULD BE DONE NEXT WEEK
06/16/14	06/18/14	PH		NA	L/M FOR TARAL
06/26/14	07/14/14	RI		VR	MET W/OWNER AND REVIEWED ALL VIOS
10/14/14	10/20/14	RI		VR	RIF?
10/17/14	10/22/14	RI		CON	CALL TARAL TO MEET WITH HIM
11/04/14	12/10/14	RI		WIP	SOME WORK DONE
12/26/14	01/23/15	RI		VR	RIF #2
05/15/15	06/02/15	MTG		WIP	WORK TO BE COMPLETED BY BEGINNING OF JUNE
06/04/15	08/03/15	RI		VR	MINOR PAINTING DONE ON EXTERIOR. MAINT. MNGR DID NOT SHOW FOR APPT.
06/15/15	08/03/15	PH		NA	LEFT VOICEMAIL WITH TARAL
07/08/15	08/03/15	RI		NWD	RIF #3
08/27/15	09/24/15	RI		NWD	RIF #4
09/10/15	10/09/15	RI		NWD	RIF #5
10/08/15	11/09/15	RI		NWD	RIF #6
11/30/15	01/05/16	CRT		CON	INITIAL APPEARANCE
01/04/16	01/05/16	RI		WIP	
01/05/16	04/12/16	CRT		EXT	PRETRIAL. MOVED 90 DAYS FOR INSTALLATION OF WINDOWS AND SCREENS
06/07/16	00/00/00	RI		COM	PRETRIAL DISCLOSED AN AGREEMENT FOR 4 COUNTS AT \$1 87.00 PER COUNT FOR A TOTAL FORFEITURE OF \$748

DUE BY AUGUST

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case Number: H130498
July 30, 2013

FINAL NOTICE

Aryan Investments, LLC
2616 22nd Avenue
Kenosha, WI 53140

Dear Sir or Madam:

Subject: Property Maintenance Code Violations at 4811 37th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on June 11, 2013. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **August 14, 2013**, you will be issued up to five (5) citation(s) at a minimum of \$177.00 each for the following items:

- ♦ Missing, damaged, loose siding
- ♦ Missing/loose screens
- ♦ Upper west storm door in disrepair
- ♦ Chipped paint on window trim and east stairs
- ♦ Damaged/broken fencing

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS

Martha Swartz

Martha E. Swartz
Property Maintenance Inspector

MES:saz

Planning & Zoning
Community Development

262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H130498

Date: June 11, 2013

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 4811-37 Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Martha E Swartz

Martha E. Swartz
Property Maintenance Inspector

MES:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 4811-37 Avenue Case #: H130498

Violator: Aryan Investments LLC
2616-22 Avenue
Kenosha WI 53140

Owner: Aryan Investments LLC
2616 22 Avenue
Kenosha WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 7-9-13 Repair/replace missing, damaged and loose siding including but not limited to west. 16.18E
7-9-13 Replace/repair missing/loose screens throughout.
7-9-13 Repair/replace upper south storm door on upper east side which has broken closer. 16.18M
7-9-13 Replace missing storm door or remove hardware on south Entry door. 16.18M
7-9-13 Properly prepare and paint all areas of chipped paint including but not limited to window trim and east stairs. 16.18A
7-9-13 Repair/replace/remove damaged and broken fencing on east. If replacing, a fence permit is required. 16.17M

If you have any questions, please contact your inspector at 262.653.4253

Maitha Swartz
Inspector

6-10-13
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 11 Day of June, 2013

Maitha Swartz
Inspector

Property Maintenance Division



07/28/2015

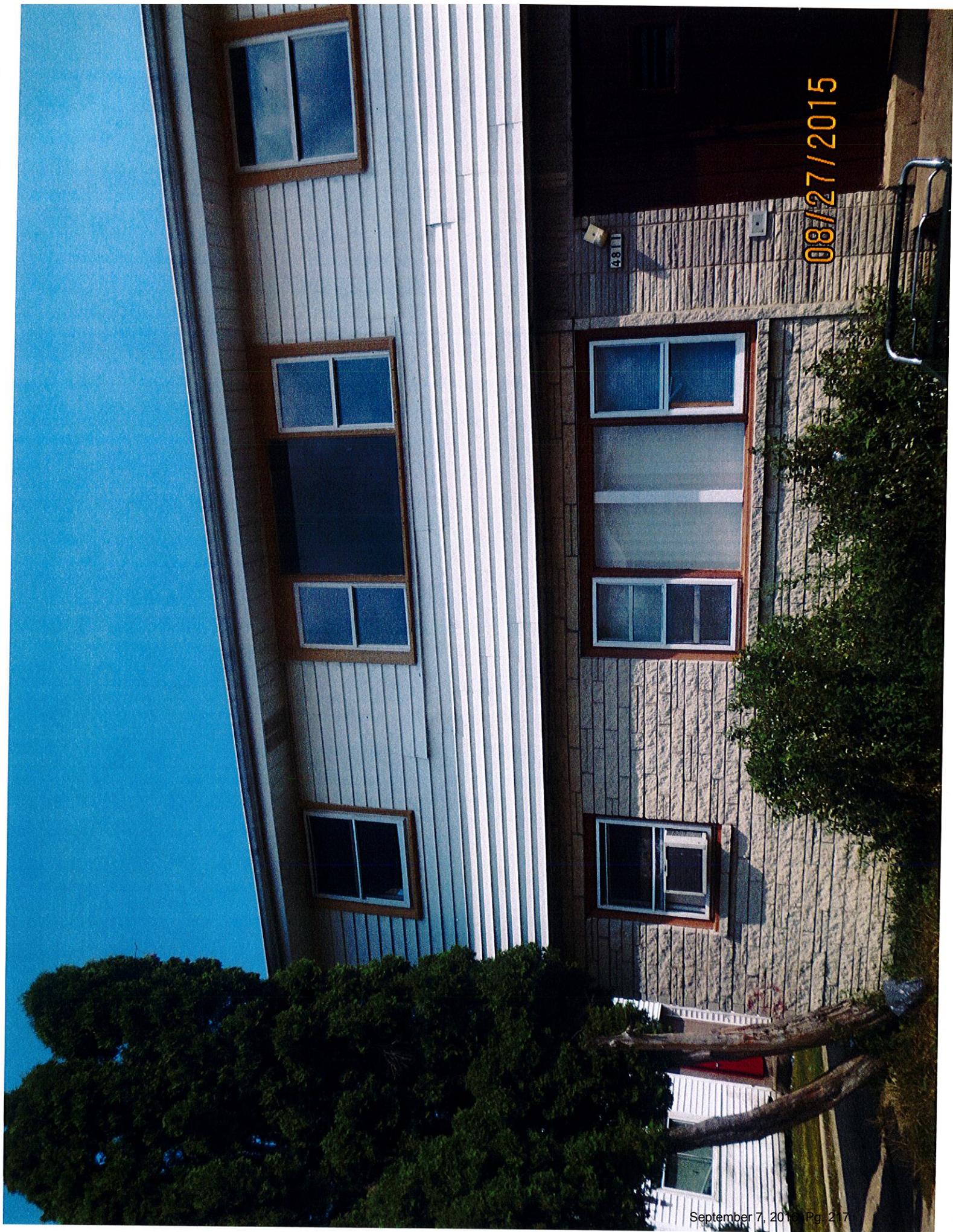
07/28/2015



September 7, 2016, Pg. 215



07/28/2015



08/27/2015

4811

08/27/2015





08/27/2015

September 7, 2016 Pg. 2/3



08/27/2015



08/27/2015





08/27/2015

09/10/2015





48

09/10/2015



09/10/2015



10/08/2015



10/08/2015



10/15/2015





10/15/2015

September 7, 2016 Pg. 231



10/15/2015



01/22/2016

Case #H152094

IN DATE	FOLLOW-UP	TYPE	TIME	RESULT	COMMENT
09/08/15 FU	09/10/15	RI		ORD	WATER HEATERS IMPROPERLY INSTALLED WITHOUT A PERMI T. WATER HEATER FOR UNIT #4 IS LEAKING AND NOT CTIONING. WAT
12/16/15	06/14/16	RI		NWD	
06/07/16	00/00/00	RI		COM	SEE CASE H142531 FOR WORK RECEIPT



Case No: H152094
Date: September 8, 2015

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 4811 37th Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 4811 37th Avenue

Case #: H152049

Violator:

Same As Owner

Owner:

Arynn Investments, LLC

2616 27th Avenue

Kenosha, WI 53140

Vedant Patel, Registered Agent

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. **REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.**

DATE TO COMPLY: Violations and Required Corrections:

September 9, 2015
(4 Hour Violation)

Restore Hot water under pressure to all
units. A water heater permit is Required
for all work. A water heater permit is
Required PRIOR to ANY WORK. A Licensed
plumber is required for all plumbing work.

16.231

NOTE: All furnaces should be evaluated for
Any water Damage

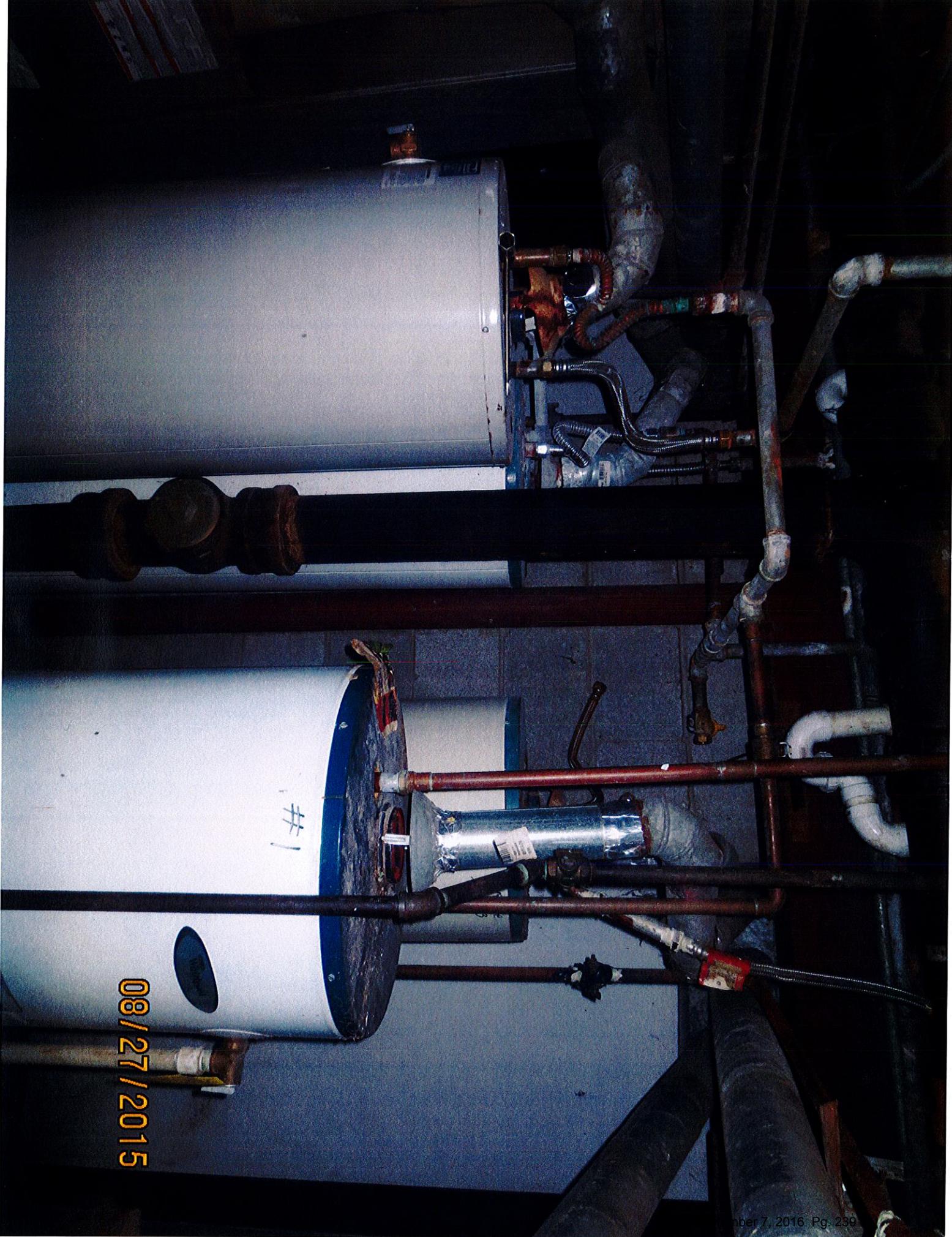
SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4104

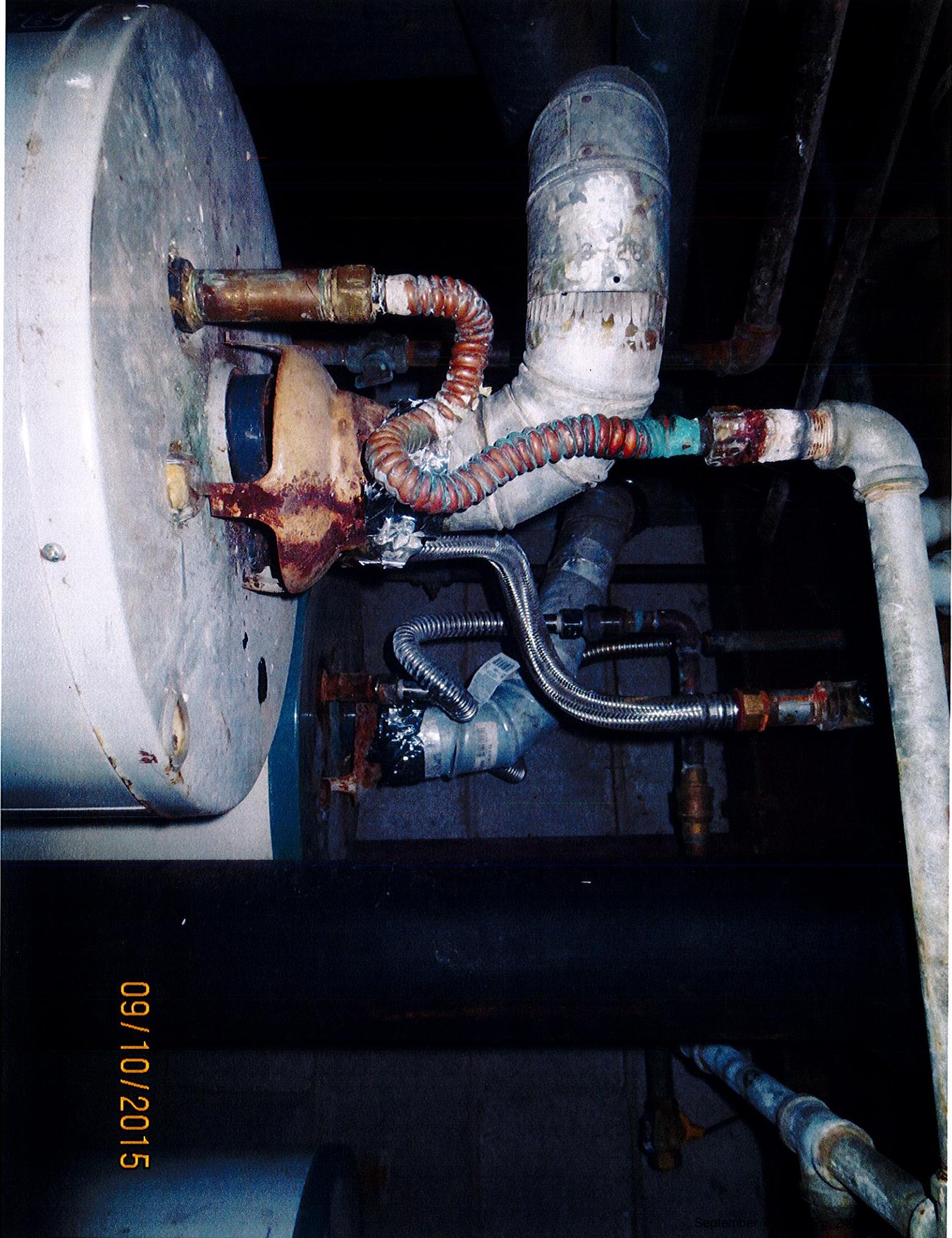
[Signature]
Inspector

September 8, 2015
Date of Inspection

Posted 8 Day of September, 2015 by Donna Kroenke
Inspector, Property Maintenance Division



08/27/2015



09/10/2015

September

Case #H152010

CMACTRIL

08 AUG 16 13:50 HDOUGK

CITY OF KENOSHA

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS CASE MANAGEMENT

Case: H152010

REINSPECTION LIST

Select (X)	Act Type	Activity Date	Act Stat	Follow Date	Fee	Notice Date	Due Date	Asmt/Paid Date
█	RI	10/15/15	NWD	10/22/15	360.00	10/15/15	11/16/15	1/11/16
-	RI	9/ 8/15	NWD	9/15/15	180.00	9/ 8/15	10/12/15	1/11/16
-	RI	8/27/15	NWD	9/ 3/15	90.00	8/27/15	9/28/15	1/11/16
-	RI	8/20/15	NWD	8/27/15	72.00	8/20/15	9/21/15	1/11/16
-	RI	8/ 7/15	PND	8/12/15	72.00	8/ 7/15	9/14/15	1/11/16
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Recurring Violation →

Esc/Exit F2/More Activity Xmit/Cont(_)

400.00
 280.00
 190.00
 172.00
 172.00

 \$ 1274.00

CASE# H152010

IN DATE	FOLLOW-UP	TYPE	TIME	RESULT	COMMENT
08/06/15	08/12/15	INI		NA	SPOKE TO LOWER UNIT TENANT. OCCUPANT OF #4 DOES NOT HAVE A PHONE AND WILL RELAY THE MESSAGE TO CONTACT THE CITY
08/07/15	08/12/15	RI		PND	RECURRING VIOLATION. VIOLATION #5. 1ST RECURRING
08/11/15	09/10/15	PO		ORD	
08/19/15	08/20/15	RI		NA	
08/20/15	08/27/15	RI		NWD	RIF #1. 24 HOUR VIOLATIONS NOT CORRECTED
08/27/15	09/03/15	RI		NWD	RIF #2 (24 HOUR VIOLATIONS NOT CORRECTED)
09/08/15	09/15/15	RI		NWD	RIF #3. 24 HOUR VIOLATIONS NOT CORRECTED.
10/15/15	10/22/15	RI		NWD	RIF #4
12/16/15	06/14/16	RI		WIP	
04/12/16	06/14/16	CRT		PND	PRETRIAL EXT FOR 3 MONTHS
06/07/16	07/01/16	RI		WIP	COURT COMPLAINTS COMPLETED. CASE TO REMAIN OPEN FOR COCKROACH TREATMENT
07/14/16	07/15/16	COR		COM	RECEIVED BUG REPORT, #4 REFUSES SERVICE AND WILL NOT COOPERATE WITH CLEANING



Case No: H152010
Date: August 12, 2015

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 4811 37th Avenue - Unit #4

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 4811 37th Avenue - Unit #4 Case #: H152010

Violator: SAME AS OWNER

Owner: ARYAN INVESTMENTS, LLC
KETAN M PATEL, Registered Agent
2616 22nd Avenue
KENOSHA, WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

September 9, 2015 Repair or replace rear storm door which is damaged. 16.18M

Repair or replace kitchen flooring which is deteriorated. 16.19A

Replace kitchen cabinets which are missing. 16.19E

September 9, 2015 Repair or replace oven trim which is loose and damaged. 16.19G

August 27, 2015 Provide for effective extermination of cockroaches in the entire building by a licensed professional pest control operator.
- Extermination to be done in ALL units, common areas and basement.
- Exterminator is required to submit a signed service report to this Department indicating dates of service, areas treated and methods used.
- All occupants are to be notified prior to extermination service. 16.21A/c

September 9, 2015 Replace attic access cover which is missing. 16.19A

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4104

[Signature] Inspector

August 7, 2015 Date of Inspection

Posted 12 Day of August, 2015 by [Signature] Inspector, Property Maintenance Division

CC: KETAN M. PATEL, REGISTERED AGENT
2771 CANADA Common Council Agenda Item, M.2.

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 4811 37th Avenue - Unit # 4 Case #: H152010

Violator: SAME AS OWNER

Owner: ARYAN INVESTMENTS, LLC
KETAN M PATEL, Registered Agent
2666 22nd Avenue
KENOSHA, WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- August 13, 2015 (24 Hour Violation) INSTALL WORKING SMOKE DETECTOR OUTSIDE BEDROOMS. 16.28
August 13, 2015 (24 Hour Violation) BOTH Repair or replace ENTRY DOORS FRAMING and LOCK WHICH ARE DAMAGED AND IS A SAFETY HAZARD. 16.19F
August 13, 2015 (24 Hour Violation) Repair or replace Thermostat which is missing AND EXPOSED WIRING IS AN ELECTRICAL HAZARD. 16.24E
September 9, 2015 Repair or replace Living room windows which do not function properly AND DO NOT independently hold open. 16.18L
September 9, 2015 Repair or replace BATHROOM DOOR KNOBS which are not installed properly. 16.19F
September 9, 2015 Repair or replace Damaged bedroom door and closet door which is damaged or missing. 16.19F

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4104

[Signature] Inspector

August 7, 2015 Date of Inspection

Posted 12 Day of August, 2015 by Doug Kroening Inspector, Property Maintenance Division
CC: KETAN M PATEL, Registered Agent
Common Council Agenda Item #1.2.12

To, DOUGH KROENING

Ron's PEST CONTROL
 3235 Vera Court
 Racine, WI. 53403
 262-930-4039

L.PCO 142987-CA Date: 7/14/2016
 Route: 4 Time In: _____
 Freq: SS Time Out: _____

Prior Balance \$ _____
 This Service \$ 60
 Tax \$ _____

Customer Name: Tajral
 Address: 4811 37th Ave
Kenosha WI
 Phone: 262-939-6581
 Acct# 9503-1

Scheduled Date _____
 Prior Service _____

Type of Service:
 Regular Special Service
 Odd Job Extra Service
 Start Call Back/Follow-Up

Total After this Service \$ 60
 Amount Paid 20
 Cash Check
 Ck # _____

COMMERCIAL ESTABLISHMENT	PREV. INSTALLED	# ADDED	# PICKED UP

Customer Signature _____ Ron White
 Is Your Business? Yes No Technician Signature _____

SITES	METH	EQUIP	CHEMICAL	MFG	PK/PZ	QTY
<u>1-0-31</u>	<u>16</u>		TALSTAR DM	FMC 275-3206	Bifenthrin 7.1%	<u>3/4</u>
			CATALYT	SANDOZ 2724-450	Propoxiphos 10.5% (11.7%)	
			ADVANCE 1000 Ball	Whitmire EPR RIG NO 499-007	Cyfluthrin 1.0% (1.1%)	
			TEMPO 1% DUIT	Bayer 4321875	Cyfluthrin 1.0%	
			*SIEGE IEL	AM CYANMID 241-311	Hydramethyline 2.0%	
			*WHITMIRE AVER	Whitmire 499-214	Abamectin .15%	
			*MAXFORCE (Cooking)	MAXFORCE 64249-1	Hydramethyline 2.0%	
			*MAXFORCE (Phospho An)	MAXFORCE 64210-2	Hydramethyline 1.0%	
<u>1-0-32</u>	<u>15</u>		*MAXFORCE G 3	MAXFORCE 64210-5	Hydramethyline 2.15%	<u>20 gus</u>
			*PRO CONTROL	MICRO-GEN 11810-2	Spinetoram 0.500%	
			*ORAXANT KILL	WATERBURY 8144-135	Omborin Acid 5.0%	
			*ORAXANT KILL PF	WATERBURY 8144-135	Otholololololol 5.0%	
			TORUS 2E	CIBA-GEIGY 100-721	Fenoxypib 1.06%	
			TEMPO 10 WIP	BAYER CORP. 3125 377	Cyfluthrin 10.15% (10.1%)	
			*WHITMIRE PT 1240	Whitmire 499-220	Dorle Axi 2.0%	
			*WHITMIRE PT 1273	Whitmire 499-292	Chlorpyrifos 0.5%	
			*WHITMIRE PT 1281	Whitmire 499-200	Acephos 1.0%	
			*WHITMIRE PT 1400	Whitmire 499-271	Chlorpyrifos 1.0%	
			*PRECOR 2(X)	ZOECON 2724-455-50899	Fenoxypib 0.05%	
			*WHITMIRE PT 1365	Whitmire 499-110	Pyrethrin 0.25% d-trans	
			PLUS ILC		Alfathrin 0.25%	
			*WHITMIRE PT 1800	Whitmire 499-104	Cyfluthrin 10.100% (10.05%) (10.1%)	
			OPTIM			
			EXCITER	PRENTISS 656-486	Pyrethrin 1.0% Piperonyl Bifosate 1.0%	
			ZONE OF FENCE (Baro Ag 1 D) 181	TECHNOLOGIES	Otholololololol 84.0%	
			*CONTRACT PAC CS	BELL LAD 12435-73	Bromethalin 0.005%	
			*CONTRACT BOX	DETA CASE 12035-73	Bromethalin 0.005%	
			VENGEANCE	AgEvo 432-748	Bromethalin 0.010%	
			VENGEANCE HOUA BLC K	AgEvo 620-341-401	Bromethalin 0.010%	
			Glue Traps			

Commercial Establishments

- () 1. Harborage or Burrows Found on Lot.
- () 2. Harborage or Holes of Entry Found in Building.
- () 3. Doors and Windows are not Rodent Proof.
- () 4. Stored Products are not 1 Foot from Wall.
- () 5. Excessive Moisture / Leaks were Found.
- () 6. Trash and Debris were Found.
- () 7. OTHER: _____
- () 8. 7 Day Follow Up Service Required.

*Hand 60
Cash*

COMMENTS:

SCHEDULED FOLLOW-UP SERVICE DATE: _____

() No activity reported. Preventive treatment rendered for target pests.
 () Activity reported. Treatment rendered for pests below:
 RATS MICE GERMAN ROACHES
 AMERICAN ROACHES ORIENTAL ROACHES
 ANTS OTHER _____
 DO NOT TOUCH TREATED AREAS TILL DRY.
 DAMPEN GRANULES TO ACTIVATE.
 DO NOT TAMPER WITH RODENTICIDE PLACEMENTS.
 DO NOT RETURN TO ROOM UNTIL, AFTER VENTILATION.
 (MINIMUM 2 HOURS)

SEE ATTACHED SHEET FOR CODES FOR SITE, METHOD AND PESTS.

*APT #4 Refusos Secular
 it dirty & nasty need
 to be cleaned*

*READY TO USE CHEMICAL
 USE THE CODES AS INDICATED FOR SITES, NET 100 AND EQUIPMENT USED IN THE
 APPROPRIATE AREA IF CODES EACH CHEMICAL USED.

Ron's PEST CONTROL

3235 Vera Court
 Racine, WI. 53403
 262-930-4036

LPCO 142997-CA
 Route: 4
 Freq: SS
 Date: 4/4/2016
 Time In: _____
 Time Out: _____

Prior Balance \$ _____
 This Service _____
 Tax \$ _____

Customer Name: Tara
 Address: 487 37th Ave
Kenosha Wi
 Phone: 262-939-6661
Acct# 9508-1

Scheduled Date _____
 Prior Service _____
 Type of Service:
 Regular Special Service
 Odd Job Extra Service
 Start Call Back/Follow-Up

Total After this Service _____
 Amount Paid _____
 Cash Check
 Ck # _____

Customer Signature _____ Ron Willis
 Are You Satisfied? () Yes () No Technician Signature _____

COMMERCIAL ESTABLISHMENT	PREV. INSTALLED	# ADDED	# PICKED UP

Commercial Establishments

- () 1. Harborage or Burrows Found on Lot.
- () 2. Harborage or Holes of Entry Found in Building.
- () 3. Doors and Windows are not Rodent Proof.
- () 4. Stored Products are not 1 Foot from Wall.
- () 5. Excessive Moisture / Leaks were Found.
- () 6. Trash and Debris were Found.
- () 7. OTHER: _____
- () 8. 7 Day Follow-Up Service Required.

COMMENTS: _____

 SCHEDULED FOLLOW-UP SERVICE DATE: _____

SITES	METH	EQUIP	CHEMICAL	MFG & EPA #	QTY
			TALSTAR ONE	FMC 279-3206 Bifenthrin 7.9%	
			CATALYST	SANDOZ 2724-450 Propetamphos 10.5% () 11.0%	
			ADVANCE Roach Bait	Whitmire EPR REG NO 499-507 Dinotoluran, N-methyl-N-nitro-N-(telrahydro-3-furanyl) guanidine	
			TEMPO 1% DUST	Bayer 4321373 Cyfluthrin 1.0%	
			*SEGE GEL	AM CYANIMID 241-313 Hydramethyln 2.0%	
			*WHITMIRE PT #310 AVERT	Whitmire 499-294 Abamectin .05%	
			*MAXFORCE (Cockroach)	MAXFORCE 64248-1 Hydramethyln 2.0%	
			*MAXFORCE (Pharaoh Ant)	MAXFORCE 64248-2 Hydramethyln 1.0%	
			*MAXFORCE GEL	MAXFORCE 64248-5 Hydramethyln 2.15%	
			*PRO CONTROL	MICRO-GEN 11540-20 Sulfuramid 0.500%	
			*DRAX ANT KILL GEL	WATERBURY 9444-135 Othoboric Acid 5.0%	
			*DRAX ANT KILL PF	WATERBURY 9444-135 Othoboric Acid 5.0%	
			TORUS 2E	CIBA-GEIGY 100-721 Fenoxycarb 0.06%	
			TEMPO 20 WP	BAYER CORP. 3125-377 Cyfluthrin () 0.05% () 0.1%	
			*WHITMIRE PT #240 Perma-Dust	Whitmire 499-220 Boric Acid 20.0%	
			*WHITMIRE PT #279 ENGAGE	Whitmire 499-292 Chlotpyrifos 0.5%	
			*WHITMIRE PT #280 Orthene	Whitmire 499-230 Acephate 1.0%	
			*WHITMIRE PT #400 Ultraban	Whitmire 499-271 Chlotpyrifos 1.0% Fenoxycarb 0.6%	
			*PRECOR 2000	ZOECON 2724-455-50809 Methoprene 0.09% Permethrin 0.58%	
			*WHITMIRE PT #565 PLUS XLO	Whitmire 499-310 Pyrethrins 0.25% d-trans Allethrin 0.25%	
			*WHITMIRE PT #500 OPTEM	Whitmire 499-304 Cyfluthrin () 0.008% () 0.05% () 0.1%	
			EXCITER	PRENTISS 655-489 Pyrethrins 6.0% Piperonyl Butoxide 60.0%	
			*ZONE DEFENSE (Boric Acid Dust)	TECHNOLOGIES Othoboric Acid 64.0%	
			*CONTRAC BAIT PACKS	BELL LABS 12455-76 Bromadiolone 0.005%	
			*CONTRAC BLOX	BELL LABS 12455-79 Bromadiolone 0.005%	
			*VENGEANCE	AgriEvo 432-748 Bromadiolone 0.010%	
			*VENGEANCE AQUA BLOK	AgriEvo 620-343-432 Bromadiolone 0.010%	
			Glue Traps		

() No activity reported. Preventive treatment rendered for target pests

() Activity reported. Treatment rendered for pests below:

() RATS () MICE () GERMAN ROACHES

() AMERICAN ROACHES () ORIENTAL ROACHES

() ANTS () OTHER

() DO NOT TOUCH TREATED AREAS TILL DRY.

() DAMPEN GRANULES TO ACTIVATE.

() DO NOT TAMPER WITH RODENTICIDE PLACEMENTS.

() DO NOT RETURN TO ROOM UNTIL AFTER VENTILATION.

(MINIMUM 2 HOURS)

SEE ATTACHED SHEET FOR CODES FOR SITE, METHOD AND PESTS.

Refused Service

*READY TO USE CHEMICAL
 USE THE CODES AS INDICATED FOR SITES, METHOD AND EQUIPMENT USED IN THE APPROPRIATE AREA BESIDES EACH CHEMICAL USED.

Ron's PEST CONTROL

3235 Vera Court
 Racine, WI. 53403
 262-930-4036

LPCO 142997-CA
 Route: 4
 Freq: SS

Date: 5/12/2016
 Time In: _____
 Time Out: _____

Prior Balance \$ _____
 This Service 150
 Tax \$ _____

Customer Name: Tara
 Address: _____
Kenosha WI
 Phone: 262-939-6661
 Acct# 9508-1

Scheduled Date _____
 Prior Service _____
 Type of Service:
 Regular Special Service
 Odd Job Extra Service
 Start Call Back/Follow-Up

Total After this Service 150
 Amount Paid _____
 Cash Check
 Ck # _____

Ron Willis

Customer Signature _____ Are You Satisfied? () Yes () No Technician Signature _____

COMMERCIAL ESTABLISHMENT	PREV. INSTALLED	# ADDED	# PICKED UP

Commercial Establishments

- () 1. Harborage or Burrows Found on Lot.
- () 2. Harborage or Holes of Entry Found in Building.
- () 3. Doors and Windows are not Rodent Proof.
- () 4. Stored Products are not 1 Foot from Wall.
- () 5. Excessive Moisture / Leaks were Found.
- () 6. Trash and Debris were Found.
- () 7. OTHER: _____
- () 8. 7 Day Follow-Up Service Required.

COMMENTS: _____

 SCHEDULED FOLLOW-UP SERVICE DATE: _____

No activity reported. Preventive treatment rendered for target pests.

Activity reported. Treatment rendered for pests below.

() RATS () MICE GERMAN ROACHES

() AMERICAN ROACHES () ORIENTAL ROACHES

() ANTS () OTHER

DO NOT TOUCH TREATED AREAS TILL DRY.

() DAMPEN GRANULES TO ACTIVATE.

() DO NOT TAMPER WITH RODENTICIDE PLACEMENTS.

() DO NOT RETURN TO ROOM UNTIL AFTER VENTILATION.

(MINIMUM 2 HOURS)

SEE ATTACHED SHEET FOR CODES FOR SITE, METHOD AND PESTS.

SITES	METH	EQUIP	CHEMICAL	MFG & EPA #	QTY
			TALSTAR ONE	FMC 279-3206	Bifenthrin 7.9%
			CATALYST	SANDOZ 2724-450	Propetamphos () 0.5% () 1.0%
			ADVANCE Roach Bait	Whitmire EPR REG NO 499-507	Dinotoluran, N-methyl-N-nitro-N-I (tetrahydro-3-furanyl) Iguanidine
			TEMPO 1% DUST	Bayer 4321373	Cyfluthrin 1.0%
			*SIEGE GEL	AM CYANIMID 241-313	Hydramethyln 2.0%
			*WHITMIRE PT #310 AVERT	Whitmire 499-294	Abamectin .05%
			*MAXFORCE (Cockroach)	MAXFORCE 64248-1	Hydramethyln 2.0%
			*MAXFORCE (Pharaoh Ant)	MAXFORCE 64248-2	Hydramethyln 1.0%
1-5	SS	E	*MAXFORCE GEL	MAXFORCE 64248-5	Hydramethyln 2.15% <i>90 grains</i>
			*PRO CONTROL	MICRO-GEN 11540-20	Sulfuramid 0.500%
			*DRAX ANT KILL GEL	WATERBURY 9444-135	Othoboric Acid 5.0%
			*DRAX ANT KILL PF	WATERBURY 9444-135	Othoboric Acid 5.0%
			TORUS 2E	CIBA-GEIGY 100-721	Fenoxycarb 0.06%
			TEMPO 20 WP	BAYER CORP. 3125-377	Cyfluthrin () 0.05% () 0.1%
			*WHITMIRE PT #240 Perma-Dust	Whitmire 499-220	Boric Acid 20.0%
			*WHITMIRE PT #279 ENGAGE	Whitmire 499-292	Chlotpyrifos 0.5%
			*WHITMIRE PT #280 Orthene	Whitmire 499-230	Acephate 1.0%
			*WHITMIRE PT #400 Ullaban	Whitmire 499-271	Chlotpyrifos 1.0% Fenoxycarb 0.6%
			*PRECOR 2000	ZOECON 2724-455-50809	Methoprene 0.09% Permethrin 0.58%
			*WHITMIRE PT #565 PLUS XLO	Whitmire 499-310	Pyrethrins 0.25% d-trans Allethrin 0.25%
			*WHITMIRE PT #600 OPTEM	Whitmire 499-304	Cyfluthrin () 0.008% () 0.05% () 0.1%
			EXCITER	PRENTISS 655-489	Pyrethrins 6.0% Piperonyl Butoxide 60.0%
			*ZONE DEFENSE (Boric Acid Dust)	TECHNOLOGIES	Othoboric Acid 64.0%
			*CONTRAC BAIT PACKS	BELL LABS 12455-76	Bromadiolone 0.005%
			*CONTRAC BLOX	BELL LABS 12455-79	Bromadiolone 0.005%
			*VENGEANCE	AgriEvo 432-748	Bromadiolone 0.010%
			*VENGEANCE AQUA BLOK	AgriEvo 620-343-432	Bromadiolone 0.010%
			Glue Traps		
1-8	SS	A	Traps		3/4 sets

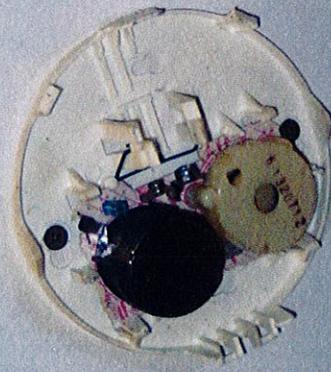
*READY TO USE CHEMICAL
 USE THE CODES AS INDICATED FOR SITES, METHOD AND EQUIPMENT USED IN THE APPROPRIATE AREA BESIDES EACH CHEMICAL USED.

Apt # 4 need to clean up very dirty landlord was there to watch and make sure I could get



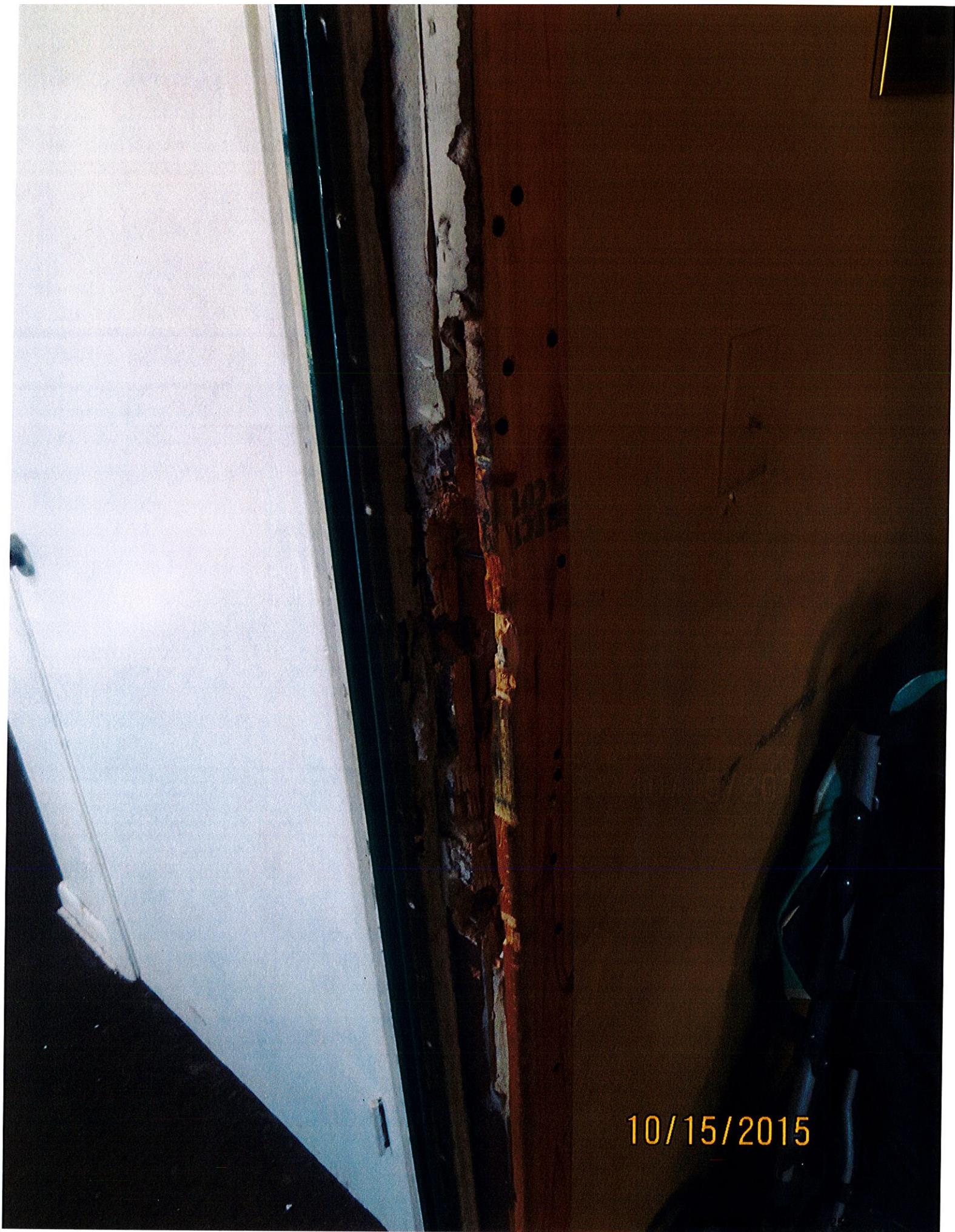
08/27/2015

08/27/2015



08/27/2015





Common Council Agenda Item M.2.

10/15/2015



Common Council Agenda Item M.2.



10/15/2015



COMMUNITY DEVELOPMENT & INSPECTIONS

August 11, 2016

Ketan Patel
Aryan Investment, LLC
2616 22nd Avenue
Kenosha, WI 53140

Dear Mr. Patel:

Subject: Request for Rescindment of Reinspection Fees – 4811 37th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Wednesday, September 7, 2015, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

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

FROM: Martha Swartz, Senior Property Maintenance Inspector
Department of Community Development and Inspections

RE: **Request from Michelle Serpe for Rescindment of Grass and Weed Cutting Special Charge in the Amount of \$275.50 for 6422 Sheridan Road, Parcel Number 05-123-06-151-009, a Vacant Lot in the City of Kenosha**

DATE: August 30, 2016

Michelle Serpe, owner of the vacant lot located at 6422 Sheridan Road, is requesting rescindment of the Grass and Weed Cutting Special Charge on the vacant lot. Ms. Serpe states that she had mowed the lawn eight times already and that the heavy rain on the prior weekend prevented her from mowing on Monday, July 25th, 2016. She also states that she did not get the notice in the mail until July 25th, and left a voicemail after business hours that day that she would be cutting the grass the next morning. The City Contractor cut the grass in the morning of July 26th, 2016. Ms. Serpe states she did not receive the notice in time to be able to cut the grass and that she has always maintained the vacant lot in the past.

The following sequence of events is pertinent to this appeal:

July 14, 2016	A complaint from Alderman Mathewson was entered for long grass and weeds on empty lot
July 20, 2016	An inspection by the Grass and Weeds Inspector found the property in violation and a Notice to Cut Grass And/Or Destroy Weeds was mailed to the owner of record at 2000 34 th Street, Kenosha, with a comply date of July 25 th , 2016
July 25, 2016	Re-inspection by the Grass Inspector found the property was in violation and the order to cut was sent to the City Contractor via email
July 26, 2016	The City Contractor cut the grass and weeds at the property
July 28, 2016	The City received an invoice in the amount of \$175.50 from the City of Kenosha Grass Contractor and placed the fee, plus a \$100.00 Administrative Charge as a potential Special Charge on the Real Estate taxes
August 15, 2016	The Special Charge of \$275.50 was approved by the Finance Committee and Common Council in Resolution Number 16-097
August 18, 2016	An Appeal by Michelle Serpe was received by Community Development and Inspections

Recommendation: Staff recommends that the request for rescindment be denied. The Notice to Cut Grass and/or Destroy Weeds was properly mailed to the owner of record and all policies and procedures were followed. A delay in receipt of the notice due to the letter being forwarded to another address is not the fault of the City.



FOR OFFICE USE ONLY	
Date received	<u>8/18/16</u>
Permit #	_____ or _____
Case #(s)	_____
Meeting Date	_____

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6422 - Sheridan Road Date: 8/18/16

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: _____

Property Owner: Michelle Serpe

Petitioner: Michelle Serpe

Mailing Address: 5709 George Street, Richmond, IL 60071

Home Phone Number: 262.237.4920 Daytime Phone Number: 262.237.4920

E-mail Address: mbserpe@hotmail.com

Reason for Appeal (if more space is needed, please attach information to this form): I had mowed the lawn 8 times already this season. Then, we had rain for several days in a row after a very long dryspell, and the weeds popped up, (of course!). We tried to mow on Monday, July 25, again after a weekend of heavy rain, but it was too wet, still. We decided to wait until the next morning, to give it a day to dry out. When I returned home, I found a "Notice to Cut Grass and/or

Petitioner's Signature: Michelle S. Serpe

Please return to:
 Department of Community Development and Inspections
 625 52nd Street, Room 100, Kenosha, Wisconsin 53140
 Phone: 262.653.4263; Fax: 262.653.4254

"Destroy Weeds." I immediately called the number on the form, and left a message that I would return first thing in the morning to mow, no matter what. I thanked the inspector, on the voicemail, for giving me the notice before the city mowed. Upon returning to the lot, the following morning first thing, on Tuesday, July 26, I found the city had already mowed my lot, despite my having called and immediately come to mow that morning.

The inspection took place on July 20th, a Wednesday, and the notice being mailed that day. The notice was forwarded to me on Thursday, July 21. A weekend followed, with no delivery on a Sunday. The notice arrived AFTER I returned from attempting to mow the lot on Monday, July 25. Despite my calling the inspector, and receiving the notice after business hours on Monday, July 25, and my calling in and driving in to mow in the morning, I was given zero time to comply.

This is unfair. In no way is this giving me a chance to mow. I have never, in almost 4 decades of owning this property,

ever been lax in maintaining it. I allow Kenosha Unified Schools to use the lot to advertise their programs as a gift to them. (I am a retired KUSD teacher). I should not be punished for the fact that I did not receive the notice in time. That is mean and wrong in every respect!!

Name: MICHELLE B SERPŪ
Address: 2000 34th ST.
KENOSHA, WI 53140-5239

Case #: W160710

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone 262.653.4263

NOTICE TO CUT GRASS AND/OR DESTROY WEEDS

Property located at: 6422 SHERIDAN RD Kenosha, Wisconsin.

On the 10th day of JULY, 2016, a representative of the Department of Community Development and Inspections inspected the premises owned/occupied by you at the above-noted address.

The inspection indicated the subject property is in violation of the following Section(s) of the Code of General Ordinances:

- Section 16.17 F. Noxious weeds, including but not limited to, POXTAIL (WEEDS), exceeding a height of eight inches (8")*
- Section 16.17 G. Grassy areas exceeding a height of eight inches (8")*

IN YARD IN ALLEY

PLEASE TAKE NOTICE that you are hereby ordered to cut this grass and/or destroy these weeds and properly dispose of by JULY 25, 16 to bring the property into conformity with City ordinances. You are further ordered to maintain property compliance. No further notices will be sent for future violations.

Should you fail to do so, the City will cut or destroy, or arrange for the cutting of the grass or the destruction of said weeds at a minimum charge of \$1.04 per square foot. The City will also charge a **\$100.00 administrative fee** for each parcel plus any contractor costs associated with cleaning the property prior to or in conjunction with the cutting of the grass or destruction of the weeds. (See reverse side for more information.)

STANDARDS

The City requires that its contractor cut all grass to a height of three inches (3") and that all weeds shall be destroyed by cutting them to the ground. All cutting is to include trimming around/along fences, buildings, and hedgerows. Alley cuttings include any grass and/or weeds to the centerline of the alley. With the exception of the three inch grass height, property owners will be held to the same standards. The City's contractor will automatically complete any work not done to the City's standards without any notice to the property owner.

RECURRING VIOLATIONS

You are required to maintain grass and weeds at a height not to exceed eight inches (8"). If another Notice to Cut Grass and/or Destroy Weeds is issued within twelve months of this notice, you may be charged reinspection fees per Section 16.09 of the Code of General Ordinances. Reinspection Fees escalate with each reinspection that shows noncompliance or for every recurrence of the violation. (See reverse side.)

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION

Signed Karan Sarany Hand Delivered _____
Posted 7/20/16 Mailed _____

NOTE: CUT GRASS + WEEDS ON THE VACANT LOT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR INSPECTOR AT 262. 653-4282

CITY OF KENOSHA
DEPT.OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

W160710

PAGE 2

CASE #:W160710
LOCATION: 6422 SHE RD

INSPECTOR: WEED/GRASS INSPECTOR

LOT #:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
W000045	CLO	W/G	5/12/00
W010008	CLO	W/G	5/08/01
W030146	CLO	W/G	6/06/03
W090368	CLO	W/G	6/23/09
W100524	CLO	W/G	6/25/10
W100901	CLO	W/G	8/04/10
W120183	CLO	W/G	5/14/12
W990264	CLO	G/W	6/30/99
Z010146	CLO	PAB	4/20/01
W141394	CLO	W/G	8/11/14
W141983	CLO	W/G	9/24/14

J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

Invoice

DATE	INVOICE #
7/27/16	8648

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
8/26/16	160642

DESCRIPTION	AMOUNT
JOB# 16168 6422 SHERIDAN RD CUT TALL GRASS AND WEEDS, RECUT, TRIM	175.50
5% 10 NET 30	
<p style="text-align: center;">RECEIVED</p> <p style="text-align: center;">JUL 28 2016</p> <p style="text-align: center;">DEPARTMENT OF COMMUNITY DEVELOPMENT & SERVICES</p>	
Subtotal	175.50
5.5% Tax	
Total	175.50

Karan
7/29/16
110-09-56501-259-570

JOB# 16168

ADDRESS 6422 Shindan Rd

DATE ORDERED 7-25-2016

DATE CUT 7-26-2016

ORDERED BY Martha S

TIME IN 7:29

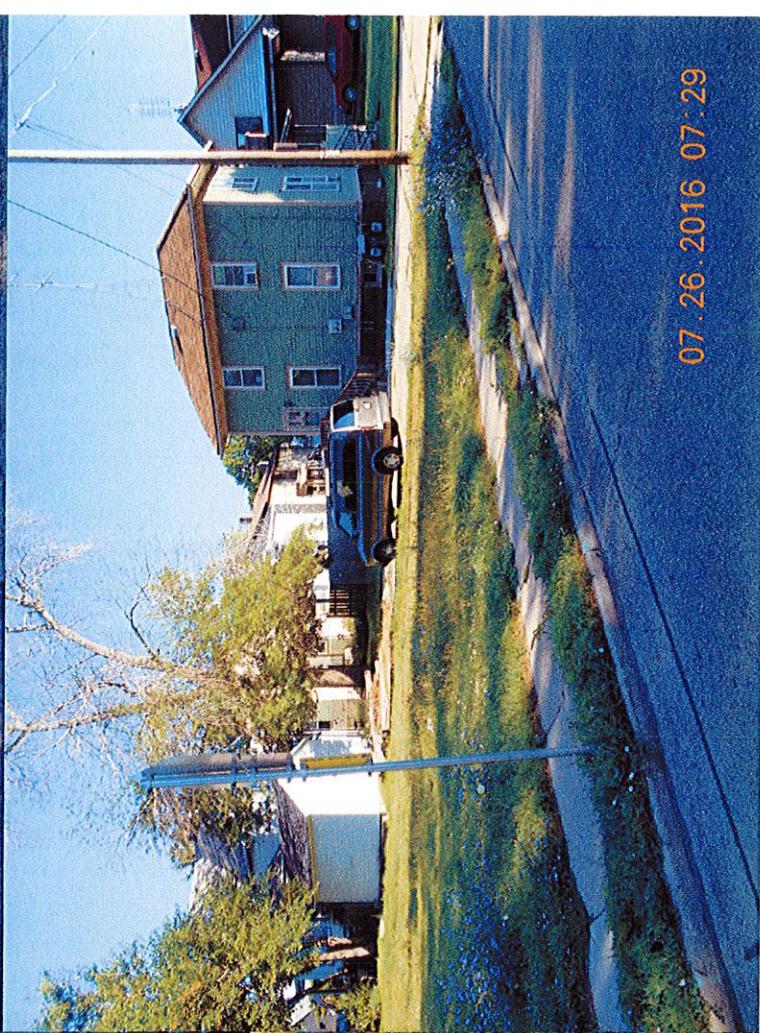
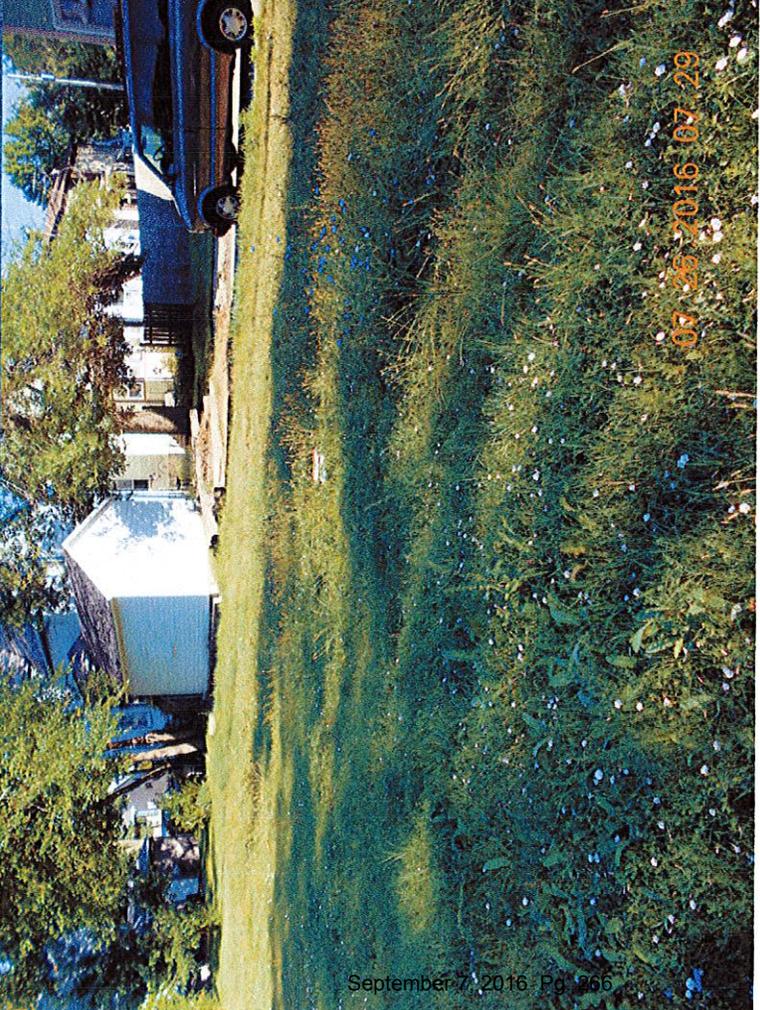
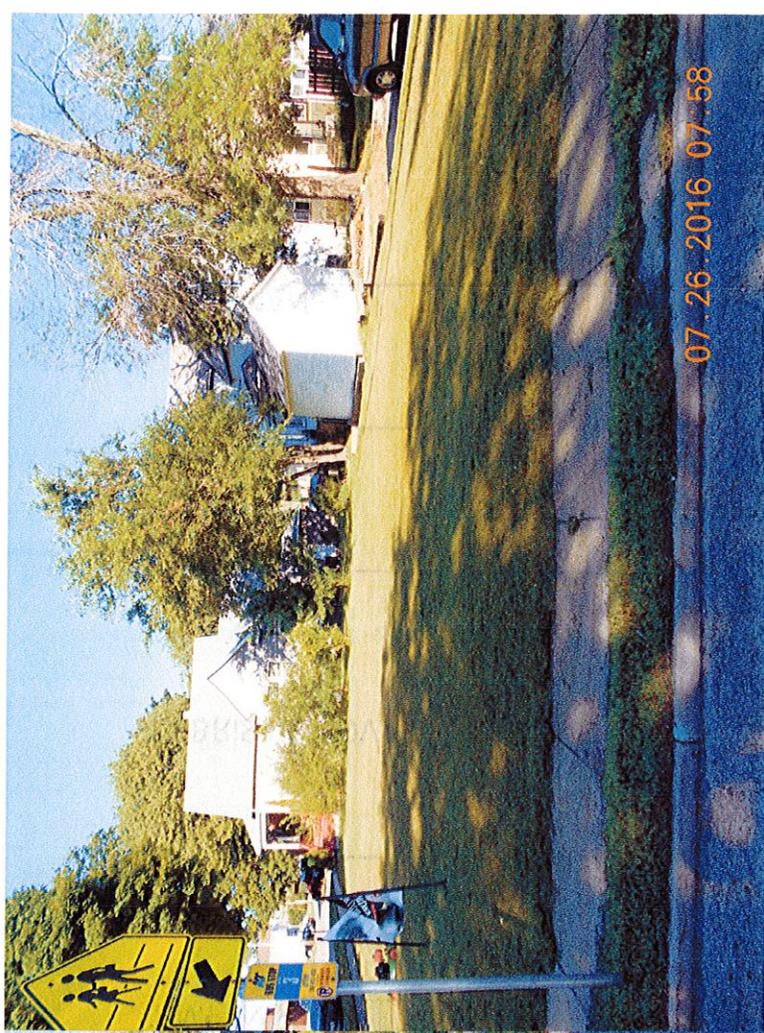
TIME OUT 7:58

DEBRIS REMOVAL N/A

SQ FT. 5399

JOB COST 175⁵⁰

FOREMAN Qm





August 30, 2016

Michelle Serpe
5709 George Street
Richmond, IL 60071

Dear Ms. Serpe:

Subject: Request for Rescindment of Special Charge for Grass & Weed Cutting at 6422 Sheridan Rd

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Wednesday, September 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 15

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 08/01/16 through 08/15/16 and have approved the disbursement as follows:

1. Checks numbered from 160426 through 160730 as shown on attached listing consisting of:

a.	Debt Service	<u>-0-</u>
b.	Investments	<u>-0-</u>
c.	All Other Disbursements	<u>19,226,146.24</u>

SUBTOTAL 19,226,146.24

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,341,182.88

TOTAL DISBURSEMENTS APPROVED 20,567,329.12

Daniel Prozanski Jr.

Dave Paff

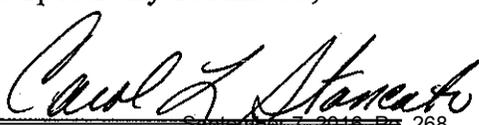
Scott Gordon

Anthony Kennedy

Patrick Juliana

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,


Director of Finance

FISCAL NOTE
CITY OF KENOSHA

DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #15

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 08/22/16

Prepared By: *nb*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160426	8/03	ABILITY GLASS, INC	520-09-50202-246-000	07/16 TD GLASS & REP	587.52
160427	8/03	RNOW, INC.	630-09-50101-393-000	07/16-SE#2885 PARTS/	352.06
160428	8/03	ICMA RETIREMENT TRUST	110-00-21572-000-000	07/16-31/16 CONTRIBS	56,486.66
			110-00-21599-000-000	07/16-31/16 CONTRIBS	10,575.64
			110-00-21524-000-000	07/16-31/16 CONTRIBS	435.00
				..... CHECK TOTAL	67,497.30
160429	8/03	BADGER TRUCK CENTER	630-09-50101-393-000	07/16 SE #3100 PARTS	599.17
160430	8/03	KENOSHA WATER UTILITY	227-09-50101-223-000	4/30-6/30/16 SWU	1,047.98
160431	8/03	WE ENERGIES	110-05-55102-224-000	#24 06/03-07/05	1,477.43
			524-05-50101-221-000	#24 06/09-07/11	1,133.17
			110-05-55109-221-000	#24 06/10-07/12	886.76
			110-03-53109-221-000	#24 06/12-07/12	874.50
			110-03-53109-221-000	#24 06/09-07/11	607.86
			110-05-55109-221-000	#24 06/09-07/11	515.72
			110-05-55102-221-000	#24 06/12-07/12	410.09
			110-03-53109-221-000	#24 06/07-07/07	216.41
			110-05-55109-221-000	#24 06/12-07/12	187.78
			110-03-53103-221-000	#24 06/07-07/07	118.48
			110-03-53109-221-000	#24 06/08-07/10	117.02
			110-03-53109-221-000	#24 06/05-07/05	115.10
			110-05-55108-221-000	#24 06/13-07/13	104.91
			110-05-55109-221-000	#24 06/08-07/10	93.18
			110-03-53109-221-000	#24 06/06-07/07	72.75
			110-05-55102-221-000	#24 06/09-07/11	69.75
			110-05-55109-221-000	#24 06/13-07/13	61.53
			524-05-50101-222-000	#24 06/09-07/11	45.11
			110-03-53109-221-000	#24 06/14-07/14	44.27
			110-03-53109-221-000	#24 06/06-07/06	42.13
			110-03-53109-221-000	#24 06/08-07/10	37.74
			110-05-55109-222-000	#24 06/09-07/11	32.79
			110-05-55103-222-000	#24 06/07-07/07	20.12
			110-05-55108-221-000	#24 06/09-07/11	17.40
			110-05-55102-221-000	#24 06/13-07/13	17.13
			110-05-55109-222-000	#24 06/12-07/12	10.63
			110-05-55109-222-000	#24 06/13-07/13	9.90
				..... CHECK TOTAL	7,339.66

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160432	8/03	WE ENERGIES	227-09-50101-221-000	6/12-7/12/16 KEP#3	374.12
			227-09-50101-221-000	6/2-7/4/16 2599 53ST	224.57
			227-09-50101-221-000	6/12-7/12/16 KEP#4	172.03
			227-09-50101-221-000	6/12-7/12/16 KEP#2	16.37
				..... CHECK TOTAL	787.09
160433	8/03	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/16 SE #2216 PARTS	1,537.89
160434	8/03	BATTERIES PLUS LLC	632-09-50101-389-000	07/16 SE BATTERIES &	25.00
160435	8/03	PAT'S SERVICES, INC.	110-05-55108-282-000	7/1-5-JULY 4 CELEBRA	5,780.00
			110-05-55108-282-000	CIVIC PARADE PORTABL	2,070.00
			110-05-55108-282-000	7/8-11 ANDERSON PARK	240.00
				..... CHECK TOTAL	8,090.00
160436	8/03	RC ELECTRONICS	222-09-50101-295-000	PARADE RADIOS	840.00
160437	8/03	BOYS & GIRLS CLUB OF KENOSHA	222-09-50101-295-000	36 BANNER CARRIERS	720.00
160438	8/03	CARMICHAEL COMMUNICATIONS	222-09-50101-259-000	SPONS CEL AMERICA	5,000.00
160439	8/03	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	07/16 PD PRINTING/SU	1,147.00
			110-01-52001-311-000	07/16 MC PRINTING/SU	392.00
			520-09-50106-311-000	07/16 TD PRINTING/SU	156.00
			110-01-51101-311-000	07/16 FN PRINTING/SU	100.00
				..... CHECK TOTAL	1,795.00
160440	8/03	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	07/16 ST STRUCTURES/	844.80
			403-11-51102-588-000	07/16 ST STRUCTURES/	388.00
			403-11-51102-588-000	07/16 ST STRUCTURES/	341.00
			403-11-51102-588-000	07/16 ST STRUCTURES/	282.00
				..... CHECK TOTAL	1,855.80
160441	8/03	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	07/16-SE#3094 PARTS	1,847.21
160442	8/03	CARLINO'S ROOFING	289-06-50539-259-000	#5947939 - ROOF	5,000.00
			463-11-50601-589-000	7551 14 AVE REHAB	1,800.00
				..... CHECK TOTAL	6,800.00
160443	8/03	US CELLULAR	631-09-50101-226-000	07/16 EN AIR TIME	148.30
			110-05-55101-226-000	07/16 PA CELL PHONE	9.15
			110-05-55101-226-000	07/16 PA CELL PHONE	5.10
			520-09-50401-226-000	07/16 TD CELLULAR AI	4.50
			110-05-55101-226-000	07/16 PA CELL PHONE	2.00
			521-09-50101-226-000	06/16 AR CELL PHONE	1.80
			205-03-53118-226-000	07/16 WA CELL PHONE	1.25
			 CHECK TOTAL	172.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160444	8/03	CONSERV FS, INC.	110-03-53113-353-000	ESPLANADE EZ	1,486.80
			110-03-53113-353-000	RANGER PRO	1,126.40
			110-05-55102-386-000	PITCHERS MOUND	204.96
				..... CHECK TOTAL	2,818.16
160445	8/03	VERIZON WIRELESS	227-09-50101-219-000	6/19-7/18 KEP LINE	39.52
160446	8/03	HENRY SCHEIN	206-02-52205-318-000	07/16-FD MED SUPPLIE	1,424.72
			206-02-52205-318-000	07/16-FD MED SUPPLIE	553.27
			206-02-52205-318-000	07/16-FD MED SUPPLIE	474.33
			206-02-52205-318-000	07/16-FD MED SUPPLIE	360.87
			206-02-52205-318-000	07/16-FD MED SUPPLIE	303.15
				..... CHECK TOTAL	3,116.34
160447	8/03	MALSACK, J	110-09-56501-259-570	7/16 701 45 AVE	1,928.50
			110-09-56501-259-570	7/16 10025 70 ST	259.19
			110-09-56501-259-570	7/16 1925 53RD ST	254.94
			110-09-56501-259-570	7/16 1740 BIRCH RD	248.66
			110-09-56501-259-570	7/16 7201 77 AV	225.72
			110-09-56501-259-570	7/16 2019 61 ST	209.00
			110-09-56501-259-570	7/16 4622 10 AV	154.83
			110-09-56501-259-570	7/16 1807 50 ST	150.29
			110-09-56501-259-570	7/16 5710 22ND AVE	123.84
			110-09-56501-259-570	7/16 704 75TH ST	117.99
			110-09-56501-259-570	7/16 1403 68TH ST	104.35
			110-09-56501-259-570	7/16 5602 44TH AV	104.11
			110-09-56501-259-570	7/16 6044 30 AV	79.65
			110-09-56501-259-570	7/16 5318 61 ST	73.67
			110-09-56501-259-570	7/16 2110 54 ST	72.86
			110-09-56501-259-570	7/16 4417 29 AV	70.06
			110-09-56501-259-570	7/16 6039 18 AV	66.50
			110-09-56501-259-570	7/16 5525 8TH AV	42.75
			110-09-56501-259-570	7/16 434 43RD ST	38.47
			110-09-56501-259-570	7/16 2219 ROOSEVELT	34.58
110-09-56501-259-570	7/16 1819 60 ST	33.25			
110-09-56501-259-570	7/16 2023 61 ST	25.35			
110-09-56501-259-570	7/16 2014 67 ST	5.85			
	..... CHECK TOTAL	4,424.41			
160448	8/03	KENOSHA COUNTY TREASURER	110-01-50301-323-000	5 ATTNY BADGES	75.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160449	8/03	FASTENAL COMPANY	630-09-50101-393-000 205-03-53118-344-000 110-05-55109-344-000	07/16 SE #3009 TOOLS 07/16 WA TOOLS/MATER 07/16 PA TOOLS/MATER CHECK TOTAL	143.30 54.89 23.70 221.89
160450	8/03	NIELSEN MADSEN & BARBER SC	631-09-50101-219-000 631-09-50101-219-000 631-09-50101-219-000 631-09-50101-219-000 631-09-50101-311-000	06/16-SW38 ST/128 AV 06/16-12908 BURL RD 06/16-60 ST(FERATI) 06/16-13402 BURL RD 06/16-N38 ST/128 AVE CHECK TOTAL	787.50 557.00 489.25 396.50 314.25 2,544.50
160451	8/03	CDW-G	110-01-51102-539-000	07/16 DP COMPUTER EQ	97.06
160452	8/03	DUECO, INC	630-09-50101-393-000	07/16 SE #2889 PARTS	178.78
160453	8/03	CENTRAL SAW AND MOWER	110-05-55109-344-000	07/16 PA PARTS & SER	176.27
160454	8/03	IAAI - WI CHAPTER	110-02-52204-264-000	9/27-29 T COX	100.00
160455	8/03	STAPLES	110-03-53101-311-000 110-02-52201-311-000 110-01-50301-311-000 110-01-51901-311-000 110-01-51901-311-000	07/16-PW OFFICE SUPP 07/16-FD OFFICE SUPP 07/16-LE OFFICE SUPP 07/16-CT OFFICE SUPP 07/16-CT NOT REC'D CHECK TOTAL	98.79 25.39 9.69 5.79 4.52CR 135.14
160456	8/03	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000 630-09-50101-393-000	07/16-CE FASTENERS 06/16-CE FASTENERS CHECK TOTAL	33.29 27.43 60.72
160457	8/03	DIVERSIFIED PRINTING SERVICE	110-02-52103-311-000	PARKING TICKETS	3,436.82
160458	8/03	MENARDS (KENOSHA)	110-05-55109-344-000 110-05-55109-357-000 501-09-50105-344-000 110-05-55109-246-000 501-09-50105-344-000 520-09-50201-249-000 110-05-55109-357-000 110-05-55109-344-000	07/16 PA MERCHANDISE 07/16 PA MERCHANDISE 06/16 SW MERCHANDISE 07/16 PA MERCHANDISE 07/16 ST MERCHANDISE 06/16 TD MISC MERCHA 07/16 PA MERCHANDISE 07/16 PA MERCHANDISE CHECK TOTAL	220.22 173.00 139.88 108.26 106.97 79.98 53.98 53.18 935.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160459	8/03	HERBST OIL, INC.	520-09-50106-341-000	07/16-TD DIESEL FUEL	12,940.50
160460	8/03	ILLINOIS FIRE SAFETY	110-02-52204-263-000	10/13/16 IFSA LUNCH	40.00
160461	8/03	ELECTION SOURCE	110-01-51901-311-000	I VOTED STICKERS	399.20
			110-01-51901-311-000	I VOTED STICKERS	121.83
			110-01-51901-311-000	FLAG LANYARD	59.94
				..... CHECK TOTAL	580.97
160462	8/03	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	07/16 DEDUCTS	1,610.69
			110-00-21538-000-000	06/16 DEDUCTS	1,599.47
				..... CHECK TOTAL	3,210.16
160463	8/03	HAPPY SOFTWARE, INC	217-06-52601-259-000	#5947725 - REHAB PRO	2,835.00
160464	8/03	ARENZ, MOLTER, MACY, RIFFLE	110-09-56402-219-000	JNJC V CITY	11,988.00
160465	8/03	EMBASSY SUITES BY HILTON	110-02-52204-263-000	9/26-29 T COX WIAAAI	270.00
160466	8/03	LEMKE FARMS OF MILTON	222-09-50101-259-909	16 PIKE RIVER RENDV	1,200.00
160467	8/03	SAFELITE AUTOGLASS	630-09-50101-393-000	GLASS & REPAIRS	153.99
160468	8/03	TIME WARNER CABLE	110-01-51102-233-000	07/19-8/18-SE-RR	139.95
160469	8/03	CINTAS CORP	632-09-50101-259-000	06/16 SE UNIFORM/GLO	817.45
			520-09-50201-367-000	06/16 TD UNIFORM/GLO	761.90
			110-02-52203-259-000	06/16 FD UNIFORM/GLO	312.20
			110-05-55109-259-000	06/16 PA UNIFORM/GLO	70.95
				..... CHECK TOTAL	1,962.50
160470	8/03	ENTRANCE SYSTEMS	521-09-50101-344-000	07/16 AR GATE REPAIR	738.00
160471	8/03	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	07/16-JULY 4 GUARD S	399.00
160472	8/03	SAFETY-KLEEN INC	520-09-50201-389-000	07/16-TD SOLVENT	185.28
160473	8/03	HAPPENINGS MAGAZINE	222-09-50101-259-000	07/16-PBJ ADVERTISIN	363.00
			222-09-50101-259-000	07/16-PBJ ADVERTISIN	363.00
			222-09-50101-259-000	07/16-PBJ ADVERTISIN	363.00
			222-09-50101-291-000	07/16-JULY 4TH ADVER	282.00
			 CHECK TOTAL	1,371.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160474	8/03	CLEANCO	633-09-50101-243-000	7/16 JANITORIAL SERV	970.25
160475	8/03	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	07/16 FD #3 CONSUMAB 07/16 FD #4 CONSUMAB CHECK TOTAL	425.30 161.10 586.40
160476	8/03	ERICKSON AUTO TRIM	630-09-50101-393-000	07/16 SE #3045 UPHOL	195.00
160477	8/03	IAFF/NATIONWIDE	110-00-21574-000-000	07/16-31/16 CONTRIBS	18,446.89
160478	8/03	AIRGAS NORTH CENTRAL	206-02-52205-389-000 632-09-50101-389-000 110-05-55109-235-000 206-02-52205-389-000 630-09-50101-393-000 110-03-53103-344-000 206-02-52205-389-000 206-02-52205-344-000 521-09-50101-344-000	07/16 FD #4 INDUSTRI 06/16 SE INDUSTRIAL 06/16 PA INDUSTRIAL 07/16 FD #4 INDUSTRI 07/16 SE INDUSTRIAL 06/16 ST INDUSTRIAL 07/16 FD #5 INDUSTRI 07/16 FD #4 INDUSTRI 06/16 AR INDUSTRIAL CHECK TOTAL	736.23 369.60 131.01 107.39 98.43 79.19 78.96 57.70 33.88 1,692.39
160479	8/03	RED THE UNIFORM TAILOR	110-02-52103-367-000 110-02-52103-367-000	6/16 POLICE UNIFORMS 6/16 POLICE UNIFORMS CHECK TOTAL	482.25 245.80 728.05
160480	8/03	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000 110-00-21534-000-000 611-09-50101-155-505 611-09-50101-155-505	7/2016 PREMIUM 6/16 PREMIUM 2ND QTR ADMIN CHGS 1ST QTR ADMIN CHGS CHECK TOTAL	2,572.34 2,572.34 1,449.25 1,425.60 8,019.53
160481	8/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	07/16-31/16 CONTRIBS 07/16-31/16 CONTRIBS CHECK TOTAL	7,822.39 685.00 8,507.39
160482	8/03	HEALTHPORT	110-09-56402-219-000	SEMENAS MED REC	88.55
160483	8/03	FARMINGTON EXPRESS	222-09-50101-259-909	16 PIKE RIVER RENOV	1,200.00
160484	8/03	MOBILE ONE	110-02-52203-369-000	2 PHONES & CASES	90.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160485	8/03	MILLSAPS, NINA M.	110-01-51303-263-000	7/10/16 SUPP POP IN	21.10
160486	8/03	BILLINGSLEY, SHELLY	110-03-53101-311-000	SUPPLIES HR DERBY	33.65
160487	8/03	BRAGUE, DALE	110-02-52203-263-000	7/21 SUTPHEN	25.00
			110-02-52203-341-000	7/21 SUTPHEN	20.01
				..... CHECK TOTAL	45.01
160488	8/03	ANTARAMIAN, JOHN	110-01-50101-262-000	8/2-5/16 3 ATTENDEES	850.50
			110-01-51301-262-000	8/2-5/16 3 ATTENDEES	425.25
				..... CHECK TOTAL	1,275.75
160489	8/05	A & B/ARO LOCK	110-05-55109-246-000	07/16 PA SUPPLIES &	53.00
160490	8/05	RNOW, INC.	630-09-50101-393-000	07/16-SE PARTS/MATER	2,125.52
			630-09-50101-393-000	07/16-SE PARTS/MATER	998.13
			630-09-50101-393-000	07/16-SE PARTS/MATER	169.96
			630-09-50101-393-000	07/16-SE#2745 PARTS/	155.76
			630-09-50101-393-000	07/16-SE PARTS/MATER	100.62
			630-09-50101-393-000	07/16-SE#2744 PARTS/	94.62
			630-09-50101-393-000	07/16-SE PARTS/MATER	74.02
				..... CHECK TOTAL	3,718.63
160491	8/05	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	08/16 HEALTH SERVICE	57,508.75
160492	8/05	KRANZ, INC.	630-09-50101-393-000	07/16-SE PRODUCTS &	804.72
			630-09-50101-393-000	06/16-SE PRODUCTS &	404.64
			630-09-50101-393-000	07/16-SE PRODUCTS &	155.86
				..... CHECK TOTAL	1,365.22
160493	8/05	KENOSHA JOINT SERVICES	110-02-52111-251-000	08/16 JOINT SVCS	226,932.00
			110-02-52202-251-000	08/16 JOINT SVCS	56,733.00
				..... CHECK TOTAL	283,665.00
160494	8/05	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY HOURLY	8,389.00
			110-00-21562-000-000	WATER HOURLY	3,166.62
			110-00-21562-000-000	MUSEUM HOURLY	15.00
			 CHECK TOTAL	11,570.62
160495	8/05	LORENZ TOPSOIL	501-09-50105-353-000	07/16 TOPSOIL	180.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160496	8/05	KENOSHA COUNTY	110-02-52105-283-000	08/16 RENT	9,704.67
160497	8/05	WE ENERGIES	110-09-56501-259-565	DEMO-1811 57 ST	685.00
160498	8/05	GUARANTEED SEWER	110-05-55109-219-000	CLEAN OUT SERVICE	530.00
160499	8/05	REINDERS INC.	110-05-55109-353-000	HERBICIDE	3,190.24
			524-05-50101-353-000	GRASS SEED	2,090.00
			524-05-50101-353-000	FUNGICIDE	1,454.40
			110-05-55102-353-000	FERTILIZER	976.00
			110-05-55109-344-000	DRIVESHAFT	807.77
			524-05-50101-353-000	FUNGICIDE	504.80
				..... CHECK TOTAL	9,023.21
160500	8/05	WISCONSIN FUEL & HEATING	630-09-50101-393-000	07/16-CE LUBRICANTS/	2,392.50
			110-03-53117-341-000	07/16-WA LUBRICANTS/	398.75
			501-09-50101-341-000	07/16-SW LUBRICANTS/	173.25
				..... CHECK TOTAL	2,964.50
160501	8/05	FABICK	630-09-50101-393-000	07/16 SE #2645 PARTS	250.39
			630-09-50101-393-000	07/16 SE #2645 PARTS	170.74
			630-09-50101-393-000	07/16 SE #3009 PARTS	124.07
			630-09-50101-393-000	07/16 SE #2645 PARTS	46.66
			630-09-50101-393-000	07/16 SE #3092 PARTS	40.26
				..... CHECK TOTAL	632.12
160502	8/05	LARK UNIFORM, INC.	110-02-52103-367-000	07/16-PD#375 UNIFORM	405.70
			110-02-52103-367-000	07/16-PD#464 UNIFORM	42.99
				..... CHECK TOTAL	448.69
160503	8/05	WI IAAI	110-02-52204-323-000	T COX-MEMBERSHIP	25.00
160504	8/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	07/16-ST TOOLS/SUPPL	88.59
			110-05-55109-361-000	05/16-PA#2773 TOOLS	45.04
				..... CHECK TOTAL	133.63
160505	8/05	INTERSPIRO	414-11-51605-574-000	BREATHING APPARTUS	72,499.19
160506	8/05	CICCHINI ASPHALT LLC	501-09-50105-219-000	07/16 ST ASPHALT INS	6,283.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160507	8/05	UNISOURCE WORLDWIDE	630-09-50101-393-000	07/16-CE PAPER PRODU	2,990.91
160508	8/05	FRONTIER	110-02-52203-225-000	7/22-8/21 FIRE	42.05
160509	8/05	US CELLULAR	206-02-52205-226-000	07/16 FD MONTHLY DAT	635.66
			110-02-52109-226-000	07/16 GANG UNIT CELL	344.50
			206-02-52205-226-000	07/16 FD CELL SERVIC	194.94
			110-02-52109-226-000	07/16 10-GB CELL PHO	70.00
			110-01-51601-226-000	07/16 CD CELL SERIVE	40.48
			110-02-52109-226-000	07/16 AIR CHG CELL P	35.05
			501-09-50103-226-000	07/16 CELL AIRTIME	28.00
			501-09-50106-226-000	07/16 CELL AIRTIME	7.50
			205-03-53119-226-000	07/16 ST AIRTIME CHA	4.90
			110-03-53103-226-000	07/16 ST AIRTIME CHA	4.65
			521-09-50101-226-000	07/16 AR CELL PHONE	2.40
			110-02-52109-226-000	07/16 CREDIT	6.47CR
			110-01-51102-226-000	06/15 CORRECTION	207.29CR
				..... CHECK TOTAL	1,154.32
160510	8/05	CONSERV FS, INC.	110-05-55102-356-000	TURFACE QUICK DRY	1,272.00
			110-05-55102-354-000	MOUND CLAY	540.00
				..... CHECK TOTAL	1,812.00
160511	8/05	JENSEN TOWING	110-02-52103-219-000	06/16-PD#3237 TOWING	55.00
			110-02-52103-219-000	07/16-#16-098163 TOW	15.00
				..... CHECK TOTAL	70.00
160512	8/05	ELECTRICAL CONTRACTORS, INC	110-05-55109-344-000	07/16 PA DIAMOND LTN	719.76
			110-05-55109-248-000	07/16 PA DIAMOND LTN	138.92
				..... CHECK TOTAL	858.68
160513	8/05	KENOSHA COUNTY TREASURER	110-00-21132-000-000	#03-122-06-14-015	5,002.75
			110-00-21132-000-000	#03-121-03-442-034	2,883.69
			110-00-21132-000-000	#10-223-19-360-011	1,884.20
			110-00-21132-000-000	#09-222-36-252-009	1,112.86
			110-00-21132-000-000	#07-222-25-430-024	1,059.00
			110-00-21132-000-000	#07-222-25-429-014	1,059.00
			110-00-21132-000-000	#01-122-01-178-017	996.49
			110-00-21132-000-000	#01-122-01-177-008	854.25
			 CHECK TOTAL	14,852.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160522	8/05	FEHR GRAHAM ENGINEERING	420-11-51503-589-000	SERV. AGREEMENT	387.50
160523	8/05	DYNAMIC RECYCLING, INC	205-03-53118-253-000	ELECTRONIC RECYCLING	1,865.00
160524	8/05	BEST DOCTORS	611-09-50101-155-527	07/2016 PREMIUM	1,511.45
160525	8/05	BELLE CITY FIRE EXTINGUISHER	110-03-53103-259-000 501-09-50105-259-000 110-02-52203-389-000	07/16 ST EXTINGUISHE 07/16 ST EXTINGUISHE 07/16 FD #4 EXTINGUI CHECK TOTAL	609.78 609.77 42.75 1,262.30
160526	8/05	JASPERSON SOD SERVICE	110-05-55109-353-000	06/16-PA SOD	576.00
160527	8/05	WIS SCTF	110-00-21581-000-000	08/05/16 HRLY DEDCT	1,437.37
160528	8/05	HEIGHTS FINANCE	110-00-21581-000-000	08/05/16 G WALUS	157.90
160529	8/05	AYERS ASSOCIATES	405-11-51503-219-000	06/16 SERVICES	4,433.88
160530	8/05	UW WISCONSIN-EXTENSION	206-02-52205-264-000	8/18/116-REG POLTROC	215.00
160531	8/05	CONSTRUCTION MANAGEMENT ASSC	501-00-21128-000-000	ESCROW-7300 125 AVE	2,000.00
160532	8/05	RIMKUS, JASON	761-09-50101-155-000 761-09-50101-155-000 761-09-50101-155-000	06/16-WPS HEALTH INS 05/16-WPS HEALTH INS 04/16-WPS HEALTH INS CHECK TOTAL	319.36 319.36 319.36 958.08
160533	8/05	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	07/16-BUS PARTS	24.58
160534	8/05	RED THE UNIFORM TAILOR	110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000	07/16 POLICE UNIFORM 07/16 FD UNIFORMS 07/16 FD UNIFORMS CHECK TOTAL	837.20 525.00 168.90 1,531.10
160535	8/05	KENOSHA GROUNDS CARE	465-11-50201-589-000	INFIELD IMPROVEMENTS	1,162.23
160536	8/05	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/20/16 CESARZ	48.60
160537	8/05	AURORA HEALTH CARE	110-09-56405-161-000	7/12/16 LUNDY	300.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160538	8/05	PT PROS COMP LLC	110-09-56405-161-000	7/15/16 GLASS	320.00
			110-09-56405-161-000	7/6/16 GLASS	320.00
			110-09-56405-161-000	7/8/16 GLASS	320.00
				..... CHECK TOTAL	960.00
160539	8/05	SHOPKO	110-00-21112-000-000	OVERPAY-PUBL FEE	23.00
160540	8/05	URBAN, PHILLIP & GLORIA	110-00-21106-000-000	811 47 ST	1,038.97
160541	8/05	PAVLOVICH, DAMIAN J	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
160542	8/05	GRIFFIN, JULIETTE & ANTHONY	110-00-21106-000-000	4207 29 AVE	2.46
160543	8/05	SECRETARY OF HUD	110-00-21106-000-000	5412 33 AVE	2,454.31
160544	8/05	JOHNSON, ELIZABETH	110-00-21111-000-000	COURT PYMT I705513	8.00
160545	8/05	QUALITY GROCERY LLC	110-00-44202-000-000	CLASS A RETAIL BEER	475.00
			110-00-44502-000-000	AMUSEMENT DEVICE	390.00
			110-00-44601-000-000	TOBACCO LICENSE	100.00
				..... CHECK TOTAL	965.00
160546	8/05	WEISSENFLUH, PETER	110-01-51303-261-000	APPRAISER EXP	35.10
160547	8/05	KENOSHA YACHT CLUB	110-00-44203-000-000	CLASS B BEER/LIQUOR	575.00
160548	8/05	LOND, ANDREW J	110-00-44709-000-000	BARTENDER LICENSE	50.00
160549	8/05	BRANTLEY, JARAMIE R	110-00-44709-000-000	BARTENDER LICENSE	50.00
160550	8/05	LIU, LI	110-00-44712-000-000	MASSAGE LICENSE	75.00
160551	8/05	DORR, TIM C	110-00-44709-000-000	BARTENDER LICENSE	50.00
160552	8/05	ELSIE MAE'S CANNING	110-00-44315-000-000	OUTDOOR PERMIT	125.00
160553	8/05	POLLARD, LISA M	110-00-44709-000-000	BARTENDER LICENSE	50.00
160554	8/05	PETERSON, TRACI J	110-00-44203-000-000	OUTDOOR EXTENSION	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160555	8/05	MOHR, PETER A	110-00-44709-000-000	BARTENDER LICENSE	50.00
160556	8/05	RON SPARKS, INC	110-00-21119-000-000	ESCROW 3112 22 AV	9,500.00
160557	8/05	THOMAS, KAREN	110-00-21905-000-000	SPBH 7/22/16	300.00
160558	8/05	GRIEBEL, DENNIS	110-00-21905-000-000	SPBH 7/23/16	300.00
160559	8/05	GOMEZ, LEMUEL	110-00-46394-000-000	APPLIANCE STICKER	15.00
160560	8/05	MANNY'S LLC	110-00-44204-000-000	CLASS A RETAIL LIQ	500.00
			110-00-44202-000-000	CLASS A RETAIL BEER	475.00
			110-00-44502-000-000	AMUSEMENT DEVICE	330.00
			110-00-44601-000-000	TOBACCO LICENSE	100.00
				..... CHECK TOTAL	1,405.00
160561	8/05	STANGEL, ERIC & HOLLY	501-00-21128-000-000	ESCROW-6812 155 AVE	2,000.00
160562	8/05	MILLSAPS, NINA M.	110-00-46394-000-000	APPLIANCE STICKER	15.00
160563	8/05	POLTROCK, JAMES T.	206-02-52205-322-000	JOB RELATED BOOK	29.95
160564	8/05	BRAGUE, DALE	110-02-52203-264-000	ASE REG & TEST FEES	147.00
160565	8/05	BENVENUTO, NICHOLAS	110-09-56405-166-000	7/8-8/8/16 PPD	1,395.33
160566	8/05	JOHNSON, MATTHEW	110-00-21532-000-000	HSA 5/13-7/1/16	147.76
160567	8/05	SCHUPPE, JAMES	110-02-52206-262-000	7/19-22-MINNEAPOLIS	180.54
			110-02-52206-263-000	7/19-22-MINNEAPOLIS	100.00
				..... CHECK TOTAL	280.54
160568	8/05	PAGE, BRIAN	110-09-56405-161-000	7/16 LIFE INS	176.75
160569	8/05	RUHA, BRIAN	110-02-52103-263-000	7/24/16-WINNEBAGO	8.00
160570	8/05	BAUER, JACOB	110-02-52107-263-000	6/27-7/1-FTO SCHOOL	125.00
160571	8/05	LEMANCZYK, THOMAS	110-02-52103-263-000	07/24/16-WINNEBAGO	8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160572	8/10	A & B/ARO LOCK	110-03-53103-389-000	07/16 ST SUPPLIES &	75.75
160573	8/10	HWY C SERVICE	630-09-50101-393-000	07/16-SE#3119 PARTS	1,323.14
			110-05-55102-576-000	TRAILER	903.52
			630-09-50101-393-000	07/16-SE SERVICE/PAR	181.93
			110-03-53113-389-000	07/16-ST SERVICE/PAR	83.91
			110-05-55109-343-000	07/16-PA SERVICE/PAR	82.93
			520-09-50201-347-000	07/16-TD PARTS/SERVI	43.74
				..... CHECK TOTAL	2,619.17
160574	8/10	INTERSTATE ELECTRIC SUPPLY	110-03-53109-374-000	07/16-PA ELECTRICAL	174.10
			110-03-53103-389-000	07/16-ST ELECTRICAL	25.95
			110-03-53109-374-000	07/16-ST ELECTRICAL	23.52
			110-03-53109-375-000	07/16-ST ELECTRICAL	17.21
			110-03-53109-374-000	07/16-ST ELECTRICAL	11.76
			110-03-53109-375-000	07/16-ST ELECTRICAL	1.14
				..... CHECK TOTAL	253.68
160575	8/10	KENOSHA NEWS	110-00-21104-000-000	05/16 LIC RNWLS	751.65
			110-01-51303-326-000	05/16 PE BUS DRVR AD	505.08
			110-00-21104-000-000	05/16 LIC RENWLS	389.40
			110-01-50101-321-000	07/16 CT AUG CANVASS	32.49
			110-00-21104-000-000	07/16 CT THE WAVES	23.54
			110-00-21104-000-000	07/16 22 AV MOBIL	21.93
			110-01-50101-321-000	07/16 CT PUBLICATION	17.08
			110-01-50101-321-000	07/16 CT PUBLICATION	17.08
				..... CHECK TOTAL	1,758.25
160576	8/10	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	05/16-AMECHE ELECTRI	96.79
160577	8/10	TRAFFIC & PARKING CONTROL CO	110-03-53109-219-000	EMERGENCY ASSISTANCE	420.00
160578	8/10	WIS DEPT OF REVENUE	110-00-21512-000-000	7/16-31 DEDUCTS	112,375.61
160579	8/10	WE ENERGIES	110-03-53109-221-000	#25 6/20-7/20	1,573.30
			110-02-52203-221-000	#25 6/15-7/15	990.71
			110-05-55109-221-000	#25 6/15-7/15	859.51
			110-03-53109-221-000	#25 6/19-7/19	730.79
			110-03-53109-221-000	#25 6/15-7/17	724.43
			110-02-52203-221-000	#25 6/15-7/17	587.76
			110-05-55102-221-000	#25 6/16-7/18	501.57
			110-05-55109-221-000	#25 6/20-7/20	474.38
			110-05-55109-221-000	#25 6/19-7/19	408.81
			110-03-53109-221-000	#25 6/21-7/21	331.46
			110-03-53109-221-000	#25 6/13-7/13	288.85
			110-03-53109-221-000	#25 5/23-6/22	265.42
			110-03-53103-221-000	#25 6/14-7/14	216.27
			110-05-55102-221-000	#25 6/17-7/19	152.21
			110-05-55109-221-000	#25 6/16-7/18	136.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#25 6/14-7/14	135.93
			110-05-55109-221-000	#25 6/14-7/14	104.99
			110-02-52203-222-000	#25 6/14-7/14	68.49
			110-05-55109-221-000	#25 6/17-7/19	53.26
			110-05-55109-221-000	#25 6/21-7/21	50.70
			110-05-55109-221-000	#25 6/13-7/13	40.19
			632-09-50101-221-000	#25 6/20-7/20	38.66
			110-02-52203-222-000	#25 6/15-7/17	36.98
			519-09-50106-221-000	#25 6/14-7/14	34.33
			110-05-55109-222-000	#25 6/14-7/14	9.90
				..... CHECK TOTAL	8,815.08
160580	8/10	REINDERS INC.	110-05-55109-353-000	07/16-PA PARTS/SERVI	216.27
			110-05-55109-344-000	07/16-PA PARTS/SERVI	89.80
				..... CHECK TOTAL	306.07
160581	8/10	DON'S AUTO PARTS	110-02-52203-341-000	07/16 FD PARTS & MAT	58.99
160582	8/10	HORNUNG'S GOLF PRODUCTS	524-05-50101-398-000	MENS LEATHER GLOVE,	66.58
			524-05-50101-398-000	MENS SYNTHETIC GLOVE	48.75
			524-05-50101-398-000	LADIES GLOVES,	43.34
			524-05-50101-398-000	MENS LEATHER GLOVE,	28.42
			524-05-50101-398-000	JUNIOR GLOVES,	23.00
				..... CHECK TOTAL	210.09
160583	8/10	AT&T	110-02-52203-225-000	6/23-7/22 REPEATER	413.26
160584	8/10	CHASE BANK KENOSHA	110-00-21513-000-000	08/15/16 DEDUCTS	23,722.64
			110-00-21612-000-000	08/15/16 DEDUCTS	11,862.49
			110-00-21511-000-000	08/15/16 DEDUCTS	11,862.40
			110-00-21614-000-000	08/15/16 DEDUCTS	3,604.57
			110-00-21514-000-000	08/15/16 DEDUCTS	3,604.54
				..... CHECK TOTAL	54,656.64
160585	8/10	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	07/16-TD SPECIALIZED	22,633.00
			520-09-50301-258-000	08/16-TD SPECIALIZED	22,633.00
			520-09-50301-258-000	07/16-WEEKEND DISPAT	467.00
			520-09-50301-258-000	08/16-WEEKEND DISPAT	467.00
			520-09-50301-258-000	07/16-METRA BACK UP	233.00
			520-09-50301-258-000	08/16-METRA BACK UP	233.00
			 CHECK TOTAL	46,666.00

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160594	8/10	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	07/16-YW COUPON PRGR 07/16-YW COUPON PRGR CHECK TOTAL	117.84 81.37 199.21
160595	8/10	CICCHINI ASPHALT LLC	501-09-50105-219-000 110-05-55109-249-000	07/16 ST ASPHALT INS CRACK FILL & SEAL CHECK TOTAL	4,107.40 1,495.00 5,602.40
160596	8/10	INTAB INC	110-01-51901-311-000	07/16-CT ELECTION SU	197.77
160597	8/10	LEE PLUMBING, INC.	521-09-50101-241-000	06/16-AR GAS LEAK	142.50
160598	8/10	GUTTORMSEN LAW OFFICE, LLC	110-01-50401-219-000	2016 BOR SERVICES	7,550.00
160599	8/10	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000 630-09-50101-393-000 630-09-50101-393-000 206-02-52205-344-000	07/16-FD PARTS/MATER 07/16-SE PARTS/MATER 07/16-SE PARTS/MATER 07/16-FD PARTS/MATER CHECK TOTAL	302.39 83.02 73.80 28.19 487.40
160600	8/10	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	07/16 CLEANING SERVI	238.00
160601	8/10	CUMMINS NPOWER, LLC	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	07/16 TD PARTS/SERVI 07/16 TD PARTS/SERVI 07/16 TD SERVICE 07/16 TD CREDIT PART CHECK TOTAL	722.72 431.94 152.73 44.00CR 1,263.39
160602	8/10	MALSACK, J	461-11-51501-581-000 463-11-51502-219-000 463-11-51502-219-000 461-11-51501-581-000 463-11-51502-219-000	CUTTING C CUTTING B CUTTING D CUTTING C CUTTING B CHECK TOTAL	1,782.19 1,022.67 822.26 60.29 21.53 3,708.94
160603	8/10	JENSEN TOWING	110-02-52103-219-000	07/16-#16-100663 TOW	55.00
160604	8/10	LETTERING MACHINE	110-02-52206-367-000	07/16-FD CLOTHING	665.00
160605	8/10	KNOX COMPANY	110-02-52203-246-000	FIRE PLUG	862.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160606	8/10	FASTENAL COMPANY	110-05-55109-344-000	07/16 PA TOOLS/MATER	24.40
160607	8/10	OSI ENVIRONMENTAL INC	632-09-50101-389-000 520-09-50106-341-000	07/16-SE REMOVAL SER 08/16-TD REMOVAL SER CHECK TOTAL	65.00 65.00 130.00
160608	8/10	FORCE AMERICA	630-09-50101-393-000 630-09-50101-393-000	07/16 SE #2507 PART 07/16 SE PARTS/MATER CHECK TOTAL	394.95 289.95 684.90
160609	8/10	J & J BEARING & TRUCK, INC	630-09-50101-393-000	06/16-SE PARTS/MATER	525.00
160610	8/10	GOODNOUGH, BRUCE C.	110-01-52001-219-000	7/28/16 SUB JUDGE	200.00
160611	8/10	DELL COMPUTERS	415-11-51605-539-000 415-11-51605-539-000	OPTI PLEX MICRO DELL 20" MONITOR CHECK TOTAL	3,840.00 639.92 4,479.92
160612	8/10	D.W. DAVIES & CO, INC	110-03-53103-389-000	LIQUA LUBE	699.90
160613	8/10	HANSEN'S POOL & SPA INC	110-01-51801-382-000	07/16-MB SUPPLIES/FO	102.93
160614	8/10	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	07/16 DEDUCTS	1,314.54
160615	8/10	LYNCH & ASSOCIATES	402-11-51513-585-000 403-11-51102-588-000	ENG SERV 6 AV/6 AV A ENG SERV 6 AV/6 AV A CHECK TOTAL	4,170.00 800.00 4,970.00
160616	8/10	MIDWEST PAVING EQUIPMENT INC	630-09-50101-393-000	07/16-SE#2894 PARTS/	749.51
160617	8/10	HALLMAN LINDSAY	110-05-55109-244-000 110-05-55109-246-000 110-05-55109-244-000	07/16-PA PAINT/PRODU 07/16-PA PAINT/PRODU 07/16-PA PAINT/PRODU CHECK TOTAL	63.19 38.99 27.54 129.72
160618	8/10	GRAINGER	520-09-50401-347-000 521-09-50101-344-000	07/16-TD PARTS/MATER 07/16-AR PARTS/MATER CHECK TOTAL	316.20 148.80 465.00
160619	8/10	LEE PLUMBING, HEATING AND	110-01-51801-241-000	BOILER REPAIRS	2,833.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160620	8/10	MCDEVITT'S TOWING	110-02-52103-219-000	06/16-#16-090698 TOW	255.00
160621	8/10	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000	07/16-BUS PARTS 07/16-BUS PARTS CHECK TOTAL	115.44 15.60 131.04
160622	8/10	PRICE CHOPPER INC.	110-05-55111-389-000	WRISTBANDS	765.51
160623	8/10	RED THE UNIFORM TAILOR	110-02-52103-367-000	07/16 POLICE UNIFORM	702.70
160624	8/10	STATEMA, CHRISTINA R.	602-00-22531-124-000 602-42-58301-111-000 110-00-21514-000-000 110-00-21511-000-000 110-00-21512-000-000 110-00-21513-000-000	ACCRUALS DUE ACCRUALS DUE ACCRUALS DUE ACCRUALS DUE ACCRUALS DUE ACCRUALS DUE CHECK TOTAL	13,027.20 549.59 196.86CR 841.76CR 900.67CR 3,911.57CR 7,725.93
160625	8/10	GILLILAND, CARINA	110-09-56404-719-000	VEH DMG 07/27/16	1,208.68
160626	8/10	PATE, BILL	402-11-51504-586-000	SIDEWALK REPAIR	1,207.50
160627	8/10	RW MANAGEMENT GROUP, INC	110-01-51303-219-000	FIRE CHIEF ASSESS	4,000.00
160628	8/10	LARSEN, ERIC T.	110-02-52102-262-000	8/1-5/16- SEATTLE	3,192.07
160629	8/10	KENDALL, JAMES K.	110-02-52102-323-000	ACF MEMBER-KENDALL	175.00
160630	8/10	KEHR, DONALD	110-09-56405-166-000	7% PPD ASSESSMENT	5,635.00
160631	8/10	ANTARAMIAN, EDWARD	110-01-50301-261-000 110-01-50301-263-000	7/14-15 STURGEON BAY 7/14-15 STURGEON BAY CHECK TOTAL	219.90 16.00 235.90
160632	8/10	SIEKER, RYAN	110-02-52102-365-000	INSPECTION CAMERA	83.03
160633	8/10	BONDS, CHRISTOPHER	110-02-52102-365-000	HASP LOCK-#16-109990	10.55
160634	8/10	THORNE, TODD A	110-02-52102-365-000	DRILL/SAW-#16-109990	164.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160635	8/12	CHESTER ELECTRONICS SUPPLY	206-02-52205-344-000	07/16 FD PARTS & MAT	5.99
160636	8/12	HWY C SERVICE	630-09-50101-393-000	07/16-SE SERVICE/PAR	782.67
			630-09-50101-393-000	07/16-SE SERVICE/PAR	689.36
			110-05-55109-344-000	07/16-PA SERVICE/PAR	224.88
			520-09-50201-347-000	07/16-TD PARTS/SERVI	178.14
			110-05-55109-344-000	07/16-PA SERVICE/PAR	102.68
			110-05-55109-344-000	07/16-PA SERVICE/PAR	3.96
				..... CHECK TOTAL	1,981.69
160637	8/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/12/16 CITY HRLY DE	8,389.00
			110-00-21562-000-000	8/12/16 HRLY WATER D	3,166.62
			110-00-21562-000-000	8/12/16 HRLY DEDCTS	15.00
				..... CHECK TOTAL	11,570.62
160638	8/12	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/2-29/16 FITZGERALD	6,628.99
			110-09-56405-161-000	7/7/16 DRISSEL	750.64
			110-09-56405-161-000	6/20/16 CESARZ	595.05
				..... CHECK TOTAL	7,974.68
160639	8/12	BADGER TRUCK CENTER	630-09-50101-393-000	08/16 SE PARTS & MAT	708.99
			630-09-50101-393-000	07/16 SE #2954 PARTS	316.36
			630-09-50101-393-000	07/16 SE #2954 PARTS	91.95
			630-09-50101-393-000	07/16 SE #3006 PARTS	25.65
				..... CHECK TOTAL	1,142.95
160640	8/12	ROYALE HOUSE, INC.	724-00-21935-000-000	YOUTH MEM BRICKS	21.00
160641	8/12	WISCONSIN MUNICIPAL	110-01-52001-323-000	2016 DUES EASTON	100.00
160642	8/12	LEITCH PRINTING CORP.	222-09-50101-259-000	PIKE RVR RNDV POSTER	43.75
160643	8/12	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/16 SE PARTS & MAT	2,118.56
			630-09-50101-393-000	07/16 SE #2448 PARTS	452.99
			630-09-50101-393-000	07/16 SE #2592 PARTS	286.20
			630-09-50101-393-000	07/16 SE #2592 PARTS	282.18
			630-09-50101-393-000	07/16 SE #2216 PARTS	145.53
			630-09-50101-393-000	07/16 SE #2449 PARTS	120.84
			630-09-50101-393-000	07/16 SE #2592 PARTS	104.59
			630-09-50101-393-000	08/16 SE #2449 PARTS	76.64
			 CHECK TOTAL	3,587.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160649	8/12	WIS DEPT OF TRANSPORTATION	520-00-24301-000-000	2013 TD STATE GRANT	18,936.00
160650	8/12	ZAK, PAUL	110-02-52203-165-000	08/16 BENEFITS	861.97
160651	8/12	MACEMON INC	501-00-21128-000-000	ESCROW-6415 28 AVE	5,000.00
160652	8/12	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	07/16-SW TOOLS/SUPPL	95.26
160653	8/12	ALUMINUM FENCE CORPORATION	448-11-50901-589-000	PETZKE PK-TEMP FENCE	3,444.00
160654	8/12	HOLLAND SUPPLY, INC.	630-09-50101-393-000	07/16-CE#2168 HYDRAU	97.83
			630-09-50101-393-000	07/16-CE#2168 HYDRAU	58.96
			630-09-50101-393-000	07/16-CE#2168 HYDRAU	41.28
			630-09-50101-393-000	07/16-CE#2168 HYDRAU	10.27
				..... CHECK TOTAL	208.34
160655	8/12	UW MADISON	724-00-21933-000-000	WULF SCHOLARSHIP	1,500.00
160656	8/12	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	08/16 SW MATERIALS/S	341.00
			501-09-50105-355-000	07/16 SW MATERIALS/S	341.00
			501-09-50105-355-000	08/16 SW MATERIALS/S	188.00
				..... CHECK TOTAL	870.00
160657	8/12	DOOLEY & ASSOCIATES	222-09-50101-259-000	PB&J AD DESIGN	729.17
			411-11-51502-219-000	5/4-6/24 BRANDING PR	427.08
				..... CHECK TOTAL	1,156.25
160658	8/12	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	07/16-FD PARTS/MATER	187.88
			206-02-52205-344-000	07/16-FD PARTS/MATER	120.68
			630-09-50101-393-000	07/16-SE#3336 PARTS/	112.78
			520-09-50201-347-000	07/16-BUS PARTS/MATE	73.72
				..... CHECK TOTAL	495.06
160659	8/12	VERIZON WIRELESS	110-00-15202-000-000	07/16 CELL SRV/AIR	257.80
			110-05-55101-226-000	07/16 CELL SERVICE	173.48
			110-01-51901-226-000	6/19-7/18 ELECTION	148.40
			110-03-53103-226-000	07/16 CELL SERVICE	143.24
			110-01-50301-226-000	07/16 CELL SRV/AIR	116.98
			110-02-52101-226-000	07/16 CELL SRV/AIR	116.62
			110-03-53107-226-000	08/16 UNLIMITED DATA	107.95
			110-02-52102-226-000	07/16 CELL SRV/AIR	107.80
			501-09-50103-226-000	08/16 UNLIMITED DATA	86.35
			110-02-52101-226-000	07/16 CELL SRV/AIR	80.02
			110-01-51102-226-000	07/16 CELL SRV/AIR	67.81
			110-02-52103-226-000	07/16 CELL SRV/AIR	64.70
			110-01-51201-226-000	07/16 CELL SRV/AIR	62.80
			110-02-52201-226-000	07/16 CELL SRV/AIR	61.62
			110-01-50901-226-000	07/16 CELL SRV/AIR	60.94
			520-09-50301-226-000	07/16 CELL SRV/AIR	58.49

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51601-226-000	07/16 CELL SRV/AIR	58.49
			110-01-51101-226-000	07/16 CELL SRV/AIR	58.49
			110-01-51301-226-000	07/16 CELL SRV/AIR	57.86
			501-09-50101-226-000	07/16 PHONE SERVICE	57.84
			206-02-52205-226-000	07/16 CELL SRV/AIR	57.81
			110-01-51303-226-000	07/16 CELL SRV/AIR	57.81
			632-09-50101-226-000	07/16 PHONE SERV AIR	57.81
			631-09-50101-226-000	07/16 PHONE SERVICE	57.81
			501-09-50103-226-000	07/16 PHONE SERVICE	57.81
			205-03-53118-226-000	07/16 PHONE SERV AIR	57.81
			110-03-53116-226-000	07/16 PHONE SERV AIR	57.81
			110-03-53101-226-000	07/16 PHONE SERVICE	57.81
			110-01-51801-226-000	07/16 PHONE SERV AIR	57.81
			110-02-52102-226-000	07/16 CELL SRV/AIR	52.47
			501-09-50106-226-000	08/16 UNLIMITED DATA	43.18
			631-09-50101-226-000	07/16 UNLIMITED DATA	40.01
			501-09-50103-226-000	07/16 UNLIMITED DATA	40.01
			110-02-52103-226-000	07/16 CELL AIR CHARG	35.69
			206-02-52205-226-000	08/16 DATA PLAN (5GB	21.59
			110-03-53110-226-000	08/16 UNLIMITED DATA	21.59
			110-03-53103-226-000	08/16 UNLIMITED DATA	21.59
				..... CHECK TOTAL	2,744.10
160660	8/12	HENRY SCHEIN	206-02-52205-318-000	07/16-FD MED SUPPLIE	633.75
			206-02-52205-318-000	07/16-FD MED SUPPLIE	272.95
			206-02-52205-318-000	07/16-FD MED SUPPLIE	175.45
				..... CHECK TOTAL	1,082.15
160661	8/12	GFOA	110-01-51101-322-000	9/16-8/17 NEWSLETTER	50.00
160662	8/12	KENOSHA COUNTY TREASURER	110-00-21106-000-000	07-222-25-476-024	4,331.84
			110-00-21132-000-000	04-122-12-201-003	4,095.86
			110-00-21132-000-000	03-122-06-119-102	1,778.55
			110-00-21132-000-000	12-223-31-401-213	1,410.70
			110-00-21132-000-000	09-222-36-276-012	1,202.06
				..... CHECK TOTAL	12,819.01
160663	8/12	JOHNSON BANK	110-00-21532-000-000	CITY HOURLY	1,047.11
			110-00-21532-000-000	WATER HOURLY	618.65
				..... CHECK TOTAL	1,665.76

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160664	8/12	AMERICAN HYDRAULICS	630-09-50101-393-000	07/16 SE PARTS/SERVI	1,446.00
160665	8/12	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	7/21-22/16 HUSENICA	165.00
160666	8/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	8/12/16 G GRANADO	104.00
160667	8/12	S & P GLOBAL RATINGS	399-12-50198-217-000	\$11.525M GO ISSUE	17,500.00
160668	8/12	PAYNE & DOLAN	402-11-51506-585-000 402-11-51609-585-000 403-11-51415-588-000	RESURFACING PROJECT RESURFACING STORM SEWER-RESURFAC CHECK TOTAL	248,827.59 200,782.98 68,911.64 518,522.21
160669	8/12	DYNAMIC RECYCLING, INC	205-03-53118-253-000 205-03-53118-253-000	07/16 WA ELECTRONIC 07/16 WA ELECTRONIC CHECK TOTAL	2,139.44 1,530.40 3,669.84
160670	8/12	HABITAT FOR HUMANITY	501-00-21128-000-000	ESCROW-6726 12 AVE	2,000.00
160671	8/12	STIFEL, NICOLAUS & COMPANY	399-12-50198-217-000	11.525M GO ISSUE	11,525.00
160672	8/12	CENTRAL HIGH SCHOOL	110-00-21812-000-000	8/16 TAX SETTLEMENT	98,677.21
160673	8/12	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	8/16 TAX SETTLEMENT	137,915.76
160674	8/12	WIS SCTF	110-00-21581-000-000	8/06/16 HRLY DEDCTS	1,552.76
160675	8/12	RING'S RADIATOR SERVICE	630-09-50101-393-000	RADIATOR REPAIR	150.00
160676	8/12	HEIGHTS FINANCE	110-00-21581-000-000	8/12/16 G WALUS	157.90
160677	8/12	HOFFMEIER, BARBARA	110-09-56405-212-000	11/25/15 GLASS	255.00
160678	8/12	WI STATE COUNCIL SHRM	110-01-51001-264-000 110-01-51001-264-000	16 SHRM- TERRY BUCKLEY-HUNTER CHECK TOTAL	380.00 380.00 760.00
160679	8/12	KIEFER, ADOLPH & ASSOCIATES	110-05-55109-344-000	07/16-PA PARTS	57.16
160680	8/12	ANAYA'S AUTO REPAIR	630-09-50101-393-000	07/16 SE #2796 AUTOM	91.29

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160681	8/12	GRAINGER	521-09-50101-344-000	07/16-AR PARTS/MATER	125.40
			521-09-50101-385-000	07/16-AR PARTS/MATER	95.31
			521-09-50101-382-000	07/16-AR PARTS/MATER	44.09
				..... CHECK TOTAL	264.80
160682	8/12	GATEWAY TECH COLLEGE	110-02-52206-264-000	06/16-HAZMAT COURSE	1,948.26
160683	8/12	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	8/16 TAX SETTLEMENT	9,470.74
160684	8/12	LAKESHORE BID DISTRICT	110-00-21815-000-000	2016 FINAL	26,666.66
160685	8/12	RIMKUS, JASON	761-09-50101-111-000	8/1-15/16 SERVICES	2,001.28
			761-00-21514-000-000	8/1-15/16 SERVICES	29.02CR
			761-00-21599-000-000	8/1-15/16 SERVICES	100.06CR
			761-00-21512-000-000	8/1-15/16 SERVICES	100.79CR
			761-00-21511-000-000	8/1-15/16 SERVICES	124.08CR
			761-00-21513-000-000	8/1-15/16 SERVICES	236.00CR
				..... CHECK TOTAL	1,411.42
160686	8/12	PIRO, RALPH	761-09-50101-111-000	08/1-15/16-SERVICES	948.80
			761-00-21514-000-000	08/1-15/16-SERVICES	13.76CR
			761-00-21599-000-000	08/1-15/16-SERVICES	25.00CR
			761-00-21512-000-000	08/1-15/16-SERVICES	32.80CR
			761-00-21511-000-000	08/1-15/16-SERVICES	58.83CR
			761-00-21513-000-000	08/1-15/16-SERVICES	81.00CR
				..... CHECK TOTAL	737.41
160687	8/12	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	07/16-BUS PARTS	194.56
160688	8/12	KALAHARI RESORT	110-01-51001-263-000	10/5-6/16 SHRM CONF	258.00
160689	8/12	RED THE UNIFORM TAILOR	110-02-52103-367-000	07/16 POLICE UNIFORM	143.90
			520-09-50101-367-000	07/16 TD UNIFORM ITE	142.18
			110-02-52206-367-000	07/16 FD UNIFORMS	84.45
			110-02-52206-367-000	07/16 FD UNIFORMS	42.50
			520-09-50101-367-000	07/16 TD UNIFORM ITE	29.99
			110-02-52103-365-000	07/16 POLICE UNIFORM	15.00
				..... CHECK TOTAL	458.02
160690	8/12	CLARK DIETZ, INC	631-09-50101-219-000	06/16 ENGINEERING SR	8,420.11
			631-00-13109-000-000	06/16-CONSTRUCTION S	4,632.00
			403-11-51308-589-000	06/16-ENG SERV-PIKE	3,813.33
			110-03-53102-219-000	KTEC-TRAFFIC EVAL.	1,200.00
			110-00-14402-000-000	KTEC-TRAFFIC EVAL.	960.00
				..... CHECK TOTAL	19,025.44

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

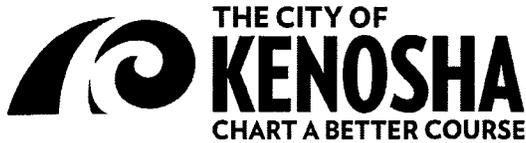
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160691	8/12	AURORA HEALTH CARE	110-09-56405-161-000	6/2-28/16 GONZALES	2,702.33
			110-01-51303-216-000	6/16 SCREENS	433.00
			110-09-56405-161-000	7/18/16 LUNDY	283.05
			110-09-56405-161-000	6/30/16 HELTON	283.05
			110-09-56405-161-000	7/14/16 LUNDY	279.65
			520-09-50101-216-000	6/16 SCREENS	138.00
				..... CHECK TOTAL	4,119.08
160692	8/12	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	1/18/16 BROWN	22.71
160693	8/12	GENEX SERVICES INC	110-09-56405-161-000	7-8/16 FITZGERALD	1,055.00
160694	8/12	ENCORE UNLIMITED LLC	110-09-56405-161-000	7/14-31/16 KOPP	193.41
160695	8/12	PT PROS COMP LLC	110-09-56405-161-000	6/29/16 GLASS	600.00
			110-09-56405-161-000	3/10/16 BARLETT	580.00
			110-09-56405-161-000	3/4/16 BARLETT	560.00
			110-09-56405-161-000	3/2/16 BARLETT	560.00
			110-09-56405-161-000	7/13/16 GLASS	500.00
			110-09-56405-161-000	3/25/16 BARLETT	440.00
			110-09-56405-161-000	3/8/16 BARLETT	424.64
				..... CHECK TOTAL	3,664.64
160696	8/12	OMNI ORTHO PHYSICAL THERAPY	110-09-56405-161-000	6/20-7/1/16 MARTIN	416.00
160697	8/12	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	8/16 TAX SETTLEMENT	10,342,719.35
160698	8/12	KENOSHA COUNTY TREASURER	110-00-21801-000-000	8/16 TAX SETTLEMENT	4,994,404.60
			110-00-21809-000-000	8/16 TAX SETTLEMENT	185,332.59
				..... CHECK TOTAL	5,179,737.19
160699	8/12	GATEWAY TECHNICAL COLLEGE	110-00-21803-000-000	8/16 TAX SETTLEMENT	774,855.50
160700	8/12	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	07/16 SERVICES	1,919.00
160701	8/12	KANGAS, DAVID	501-00-21128-000-000	ESCROW-2905 16 ST	2,000.00
160702	8/12	THE PRIVATE BANK & TRUST CO	110-00-21106-000-000	2015 TAX- VARIOUS	62,574.34
160703	8/12	R'NOGGIN BREWING	501-00-21128-000-000	ESCROW 6521 120 AV	5,000.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160704	8/12	NORRIS, TERRY	110-00-46602-000-000	GARAGE EXCEPT CANC	500.00
160705	8/12	HAMM, THOMAS R.	110-02-52107-263-000	5/15-18 WAUSAU	252.00
160706	8/12	POLTROCK, JAMES T.	206-02-52205-264-000	11/1-14/16 CLASS REG	695.00
160707	8/12	POLTROCK, JOHN J.	110-02-52203-389-000	GLASS TROPHY	41.45
160708	8/12	MIKOLAS, KEVIN	110-01-51601-261-000	07/16 184 MILES	99.36
160709	8/12	WILKE, BRIAN	110-01-51601-261-000	07/16 40 MILES	21.60
160710	8/12	EASTON, MICHAEL M	110-01-52001-323-000	STATE BAR DUES	482.75
160711	8/12	KROENING, DOUG	110-01-51601-261-000	07/16 22 MILES	11.88
160712	8/12	BONOVICH, LARS	110-02-52203-263-000	7/19-22 ST PAUL	100.00
160713	8/12	KETTERHAGEN, STEVEN	110-01-51601-261-000	07/16 136 MILES	73.44
160714	8/12	OLLEY, LISA	110-01-51901-311-000	7/29/16 TOTE BAGS	23.76
160715	8/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	CITY SALARIED WATER SALARIED LIBRARY DEDUCTS CHECK TOTAL	30,626.41 5,704.00 3,880.00 40,210.41
160716	8/12	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	CITY SALARIED LIBRARY SALARIED WATER SALARIED CHECK TOTAL	677.31 236.00 138.75 1,052.06
160717	8/12	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21562-000-000	CITY SALARIED WATER SALARIED CHECK TOTAL	84,758.00 40.00 84,798.00
160718	8/12	LANDMARK TITLE CORPORATION	461-11-51501-581-000	ACQ 3004 60TH ST	67,036.24
160719	8/12	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	519505/20060191	235.94

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

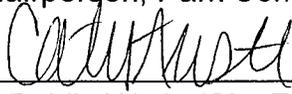
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
160720	8/12	CHASE BANK KENOSHA	110-00-21513-000-000	8/12/16 SAL DEDCTS	228,934.89
			110-00-21612-000-000	8/12/16 SAL DEDCTS	80,710.56
			110-00-21511-000-000	8/12/16 SAL DEDCTS	80,710.41
			110-00-21614-000-000	8/12/16 SAL DEDCTS	25,780.19
			110-00-21514-000-000	8/12/16 SAL DEDCTS	25,780.18
				..... CHECK TOTAL	441,916.23
160721	8/12	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	8/15/16 SAL DEDCTS	4,285.00
160722	8/12	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	8/15/16 SAL DEDCTS	1,100.00
160723	8/12	MESSERLI & KRAMER P.A.	110-00-21581-000-000	15CV1368A K SUCHY	375.99
160724	8/12	JOHNSON BANK	110-00-21532-000-000	CITY SALARIED	33,051.20
			110-00-21532-000-000	WATER SALARIED	3,775.83
			110-00-21532-000-000	LIBRARY SALARIED	1,305.00
				..... CHECK TOTAL	38,132.03
160725	8/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	12-22152-JES W HAMIL	743.00
			110-00-21581-000-000	16-24372 A MARTINEZ	310.00
				..... CHECK TOTAL	1,053.00
160726	8/12	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	2008CV001171	261.16
160727	8/12	WIS SCTF	110-00-21581-000-000	8/15/16 SAL DEDCTS	10,246.75
160728	8/12	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	C02807094	375.00
160729	8/12	BRANCH, CHRISTINE	110-00-21111-000-000	COURT PYMT B083781	124.00
			110-00-45103-000-000	DOR FEE B083781	5.00
				..... CHECK TOTAL	129.00
160730	8/12	HANSCH, THOMAS A.	110-02-52102-219-000	INFORMANT FUND	1,000.00
GRAND TOTAL FOR PERIOD *****					19,226,146.24



CATHY AUSTIN, PE
Deputy Director of Public Works/City Engineer

August 24, 2016

To: David F. Bogdala, Chairperson, Public Works Committee
Eric Haugaard, Chairperson, Park Commission

From: Cathy Austin, PE 
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 16-1423 Kennedy Park Revetment Repair

Location: Approximately 38th Street to 40th Place

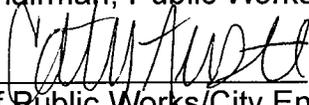
Please be advised that the above referenced project has been satisfactorily completed by A.W. Oakes & Son, Inc., Racine, Wisconsin. This project consisted of erosion control, traffic control, placing of revetment stone, concrete curb and gutter, concrete sidewalk, and site restoration.

It is recommended that the project be accepted in the final amount of \$42,400. Original contract amount was \$42,400 plus \$3,600 for contingency for a total of \$46,000. Funding was from CIP Line Item PK-15-002.

CMA/kjb

August 26, 2016

To: David Bogdala, Chairman, Public Works Committee

From: Cathy Austin, PE 
Deputy Director of Public Works/City Engineer

Cc: Anthony Kennedy
District 10

Subject: ***Change Order (Contract Deadline Only) for Project 15-1016 (39th Avenue – 45th Street to 52nd Street, 45th Street – 39th Avenue to Pershing Blvd). (District 10)***

BACKGROUND INFORMATION

The current ride of the binder on 39th Avenue is rougher than staff's expectations. Staff brought this concern to the Contractor's attention and the Contractor believes the roughness of the ride is due to the rubblization process and the inconsistencies with the base below 39th Ave and 45th St. This is due to several factors the key one being that the rubblized material tends to settle out once the concrete is broken up.

The Contractor is recommending after placing the binder course of asphalt to let traffic drive on the road for a few weeks prior to paving final surface to provide some time to allow the material to settle. Any areas that have seen settling would be repaired prior to final surface being applied.

Staff and the contractor are concerned that if we surface right away some of this settlement will continue to occur affecting our final product ride quality.

Staff and contractor would propose to restart work the week of September 26th. From this date the Contractor will need approximately two additional weeks to complete work (depending on number of areas that would need to be uncut prior to paving) with a project completion date of Oct. 7.

RECOMMENDATION

Staff recommends approval of the contract extension to October 7th, 2016.

RBS

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: 39th Avenue – 45th Street to 52nd Street, 45th Street – 39th Avenue
to Pershing Blvd

Project Number: 15-1016

C.I.P. Line Item: IN-12-004 & SW-13-002

Purchase Order #: 160774

Contractor: Payne & Dolan, Inc.

Public Works Committee Action: **8/29/16**

Finance Committee: **9/7/16**

Date of Common Council Action: **9/7/16**

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended 49 days. The project will be completed no later than **October 7, 2016**.

This change order is approved by:

CONTRACTOR



CITY OF KENOSHA, MAYOR

DATE

8/25/2016

DATE