

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Wednesday, September 9, 2015
7:00 PM
(Please note date of meeting)

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held August 17, 2015. **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

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE LICENSING/PERMIT COMMITTEE

- A.1. Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subparagraph 10.03 C.2 (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation.
- A.2. Ordinance by Alderperson Patrick Juliana -To Repeal Subparagraphs 10.03 D.2.; to Repeal and Recreate Subparagraph 10.03 D.3.; and to Renumber Subparagraphs 10.03 D.3.-D.6. (of the Code of General Ordinances for the City of Kenosha) as 10.03 D.2-D.4., Regarding License Investigation For Retail "Class A" Liquor Licenses.

TO THE CITY PLAN COMMISSION

- A.3. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 qq. (of the Zoning Ordinance) to Amend the Land Use Plan for the City of Kenosha: 2035. (Shalom Center) (District 3)
- A.4. Zoning Ordinance by the Mayor - To Rezone property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance). (Shalom Center) (District 3)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications (per list on file in the Office of the City Clerk):
 - a. _____ Operator's (Bartender's) license.
 - b. _____ Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. _____ Temporary Class "B" Beer and/or "Class B" Wine license(s).
 - d. _____ Taxi Driver License(s). **Pgs. 5-6**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) licenses, subject to:
- **10 demerit points:**
 - a. Kristen Wright
 - **20 demerit points:**
 - b. Gregory Kapustin
 - c. Joseph Michaelis
 - **25 demerit points:**
 - d. Stacey Kroncke
 - e. Miranda Perrault
 - **50 demerit points:**
 - f. Carly Frieman
 - **80 demerit points:**
 - g. April Soppa
 - **95 demerit points:**
 - h. Sean Kegley
- (L/P - Ayes 5, Noes 0 on a., b., and d. through h.; Ayes 3, Noes 1, Abstains 1 on c.)
HEARING Pgs. 7-15
- C.2. Approve application of Steven Varnado for a new Operator's (Bartender's) license, subject to 95 demerit points. (L/P - Ayes 3, Noes 2) **HEARING Pgs. 16-18**
- C.3. Deny applications for new Operator's (Bartender's) licenses based on:
- **material police record:**
 - a. Michelle Garcia
 - b. Ashley Brnak
 - c. Ashley Sweeney
 - d. Gilbert Barrera (referred back to L/P on 08/17/15)
 - **material police record and false application:**
 - e. Natassia Schwandt
 - f. Jose Hernandez
 - g. Jessica Marquardt
 - h. Sarah Puntillo
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 19-45**
- C.4. Approve application of Charles Odom for a new Taxi Driver's License, subject to 20 demerit points. (L/P - Ayes 5, Noes 0) **HEARING Pg. 46**
- C.5. Approve application of Griffin Lanes, LLC (Karen Griffin, Agent), for a Probationary Cabaret License (effective 9/10/15 to 3/10/16) located at 1120 80th Street (Sheridan Lanes), with no adverse recommendations. (District 12) (L/P - Ayes 5, Noes 0)
HEARING Pgs. 47-48

- C.6. Approve application of Stellar Management, Inc. for a Daily Cabaret License on September 12, 2015, located at 1819 52nd Street (Norms So Seldom Inn), with no adverse recommendations. (District 7) (L/P - Ayes 5, Noes 0) **HEARING Pgs. 49-50**
- C.7. Approve applications for Amusement & Recreation Enterprise Supervisor Licenses with no adverse recommendations:
- a. Logan Duresky – Top Dog Gaming (District 2)
 - b. Cody Tagliapietra – Top Dog Gaming (District 2)
- (L/P - Ayes 5, Noes 0) **HEARING Pgs. 51-52**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance by Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event. (L/P - recommendation pending) **Pgs. 53-56**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. Ordinance by Alderperson David Bogdala; Co-sponsors: Alderpersons G. John Ruffolo, Rhonda Jenkins, Steve Bostrom, Curt Wilson – To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) regarding Outdoor Open Container Entertainment District. (Referred back to L/P and Public Hearing held 08/03/15; L/P - no recommendation) **Pgs. 57-60**
- G.2. Ordinance by Alderperson David F. Bogdala; Co-Sponsor: Alderperson Patrick Juliana - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks. (Deferred 08/17/15) (Park Comm. - Ayes 3, Noes 2) **PUBLIC HEARING Pgs. 61-70**
- G.3. Ordinance by Alderperson Patrick Juliana; Co-sponsors: Alderpersons Curt Wilson, Jan Michalski, Rocco J. LaMacchia, Sr., Alderperson Scott N. Gordon – To Repeal Subparagraph 5.046 J.3.a., and to Renumber Subparagraphs 5.046 J.3.b-q (of the Code of General Ordinances for the City of Kenosha) as 5.046 J.3.a-p regarding Outdoor Dining Operational Regulations. (L/P - Ayes 5, Noes 0; PS&W - Ayes 4, Noes 0) **PUBLIC HEARING Pg. 71**

- G.4. Ordinance by Alderperson Patrick Juliana, Co-sponsors: Alderpersons Curt Wilson, Jan Michalski, Rocco J. LaMacchia, Sr., Alderperson Scott N. Gordon – To Repeal Subparagraph 10.076 J.3.a., and to Renumber Subparagraphs 10.076 J.3.b-q (of the Code of General Ordinances for the City of Kenosha) as 10.076 J.3.a-p regarding Outdoor Cafe Operational Regulations. (L/P - Ayes 5, Noes 0; PS&W - Ayes 4, Noes 0) **PUBLIC HEARING Pg. 72**

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution by the Committee on Finance – Resolution to Rescind Two (2) Special Charges in the Total Amount of \$344.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #058-15 passed on 4/20/15). (District 7) (Deferred 08/17/15) (Fin. - recommendation pending) **HEARING Pgs. 73-98**
- I.2. Resolution by the Committee on Finance – Resolution to Rescind Three (3) Special Charges in the Total Amount of \$552.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #084-15 passed on 06/15/15). (District 7) (Deferred 08/17/15) (Fin. - recommendation pending) **HEARING Pgs. 73-98**
- I.3. Resolution by the Committee on Finance – Resolution to Rescind Two (2) Special Charges in the Total Amount of \$470.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #095-15 passed on 07/20/15). (District 7) (Deferred 08/17/15) (Fin. - recommendation pending) **HEARING Pgs. 73-98**
- I.4. Resolution by the Committee on Finance - Resolution to Levy a Special Assessment (under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin) in the Amount of \$1,247.95 for Trash and Debris Removal (per list on file in the office of the City Clerk). (Fin. - recommendation pending) **HEARING Pgs. 99-100**
- I.5. Resolution by the Committee on Public Safety and Welfare - Resolution to Remove the Existing 2 Hour Parking Restriction on the East and West Side of 22nd Avenue from 75th Street to 76th Street. (District 13) (PSW - Ayes 5, Noes 0) **Pg. 101**
- I.6. Resolution by Alderperson Dave Paff; Co-Sponsor: Alderperson Curt Wilson - Resolution to Urge the Democratic National Committee to Hold a 2016 Presidential Primary Debate in the City of Kenosha, Wisconsin. (Fin. - recommendation pending) **Pgs. 102-103**
- I.7. Resolution by Alderperson Dave Paff; Co-Sponsors: Alderperson Daniel Prozanski, Jr., Alderperson Keith W. Rosenberg - Resolution to Create the Second Fire Department Utilization Report Analysis Commission. (PSW- Ayes 5, Noes 0) **Pgs. 104-106**

- I.8. Resolution by the Mayor - Second Amendment and Restated Development Financing Agreement with Respect to Towne Investments Project (TID #12) (BPOK 3, LLC). (Fin. - recommendation pending) **Pgs. 107-127**
- I.9. Resolution by the Mayor - Resolution to Authorize the City of Kenosha Commission on the Arts to Receive Funds and Disburse a Portion of Such Funds as Monetary Awards. (Arts Comm. and Fin. - recommendations pending) **Pg. 128**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointment of Alyssa Nepper (9730-32nd Avenue, Pleasant Prairie) to the Commission on the Arts, to fulfill an unexpired term which expires November 1, 2016. **Pg. 129**
- J.2. Appointment of Paul Hegland (1403-56th Street, Kenosha) to the Kenosha Area Tourism Board, for a term which expires May 1, 2018. **Pg. 130**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Approve Lease Agreement between the City of Kenosha, Wisconsin, and GS Kenosha Hangar, LLC #4126. (District 16) (Airport Comm. - Ayes 5, Noes 0; Fin. - recommendation pending) **Pgs. 131-152**
- L.2. Approval of Driveway Easement and Agreement By and Between the City (of Kenosha, Wisconsin) and Dale L. Pfaff for the Benefit of Property Located at 3919 55th Avenue. (Pfaff) (District 16) (CP- Ayes 8, Noes 0; Park Comm. - Ayes 5, Noes 0) **Pgs. 153-164**
- L.3. Bicycle and Pedestrian Pathway Easement and Agreement by and between BPOK I, LLC, and the City of Kenosha, Wisconsin for property at 9949 58th Place. (BPOK I, LLC) (District 16) (CP - Ayes 8, Noes 0; PW - recommendation pending) **Pgs. 165-176**
- L.4. Amendment to 2015 Community Development Block Grant Subgrantee Agreement - Boys and Girls Club of Kenosha. (Fin. - recommendation pending) **Pgs. 177-179**
- L.5. 2016 Community Development Block Grant Fund Allocation Plan. (CP - As amended - Ayes 8, Noes 0; Fin. - recommendation pending) **PUBLIC HEARING Pgs. 180-197**
- L.6. State/Municipal Agreement for STH 32 – 85th Street to 91st Street (Project ID 3240-14-00/20-70). (District 9) (PW - recommendation pending) **Pgs. 198-202**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Disbursement Record #15 - \$4,873,511.09. (Fin. - recommendation pending) **Pgs. 203-235**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Change Order (Contract Deadline Only) for Project 15-1423 Anderson Park Paths (8730 22nd Avenue). (District 9) (Park Comm. - Ayes 5, Noes 0; PW - recommendation pending) **Pgs. 236-237**
- N.2. Correction to Acceptance of Project 14-1428 Washington Park Trail Improvements (1901 Washington Road, which has been satisfactorily completed) by Janke General Contractors (Athens, Wisconsin) in the amount of \$94,243.69. (District 6) (Park Comm. - Ayes 5, Noes 0; PW - recommendation pending) **Pg. 238**

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

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

- P.1. Claim of Kelvin Jenkins. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session.**

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

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 17, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, Acting Mayor, Alderperson Prozanski, who indicated he would be voting as an Alderperson, presided. Alderperson Haugaard was seated as Council President.

The meeting was called to order at 7:04 p.m.

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

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

Acting Mayor, Dan Prozanski, then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Michalski, seconded by Alderperson Gordon, to approve the minutes of the meeting held August 3, 2015.

Motion carried unanimously.

There were no oral referrals made.

2 citizens spoke during Citizens' Comments: Diana Kanecki and Tammy Conforti.

Alderperson Bostrom arrived at 7:10 p.m.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1 2016 Community Development Block Grant Allocation Plan. (Also referred to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

A.2. Bicycle and Pedestrian Pathway Easement and Agreement by and between BPOK I, LLC, and the City of Kenosha, Wisconsin for property at 9949 58th Place. (BPOK I, LLC) (Also referred to City Plan Commission)

TO THE CITY PLAN COMMISSION

A.3. Driveway Easement and Agreement by and between the City of Kenosha, Wisconsin and Dale L. Pfaff for the benefit of property located at 3919 55th Avenue. (Pfaff) (Also referred to Park Commission)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

a. 21 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

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

c. 1 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. There were no applications for a Taxi Driver's license.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- 5 demerit points:

a. Robert Harvey

- 10 demerit points:

b. Jenifer Cooper

- 25 demerit points:

c. Jasmine Taylor

d. Adam Freitag

- 40 demerit points:

e. Anthony Terry

- 45 demerit points:

f. Jordan Morgan

- 55 demerit points:

g. Alyssa Wicks

- 80 demerit points:

h. Brian Johnson

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

C.2. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to deny new applications for Operator's (Bartender's) licenses based on:

- material police record:

a. Erica Wirth

- material police record and false application:

b. Kayla Schneiderman

c. Gilbert Barrera

A hearing was held. Erica Wirth spoke and presented the Council with letters of recommendation. Gilbert Barrera spoke.

C.2.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to separate items a.,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 17, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

b., and c. On a voice vote, motion carried.

Aldersperson Kennedy requested the City Clerk read the letters of recommendation to the Council.

C.2.2. It was moved by Aldersperson Kennedy, seconded by Aldersperson Rosenberg, to grant subject to 90 demerit points, the application of Erica Wirth. On roll call vote, motion carried (10-4) with Alderspersons Prozanski, Bogdala, Ruffolo, and Juliana voting nay.

C.2.3. It was then moved by Aldersperson Kennedy, seconded by Aldersperson LaMacchia, to deny the application of Kayla Schneiderman, as recommended. On a voice vote, motion carried.

C.2.4. It was then moved by Aldersperson Gordon, seconded by Aldersperson Rosenberg, to deny application of Gilbert Barrera.

C.2.5. It was then moved by Aldersperson Kennedy, seconded by Aldersperson LaMacchia, to refer back to the Licensing and Permit Committee, application of Gilbert Barrera. On roll call vote, motion carried (9-5) with Aldersperson Gordon, Rose, Ruffolo, Juliana, and Rosenberg voting nay.

C.3. It was moved by Aldersperson Wilson, seconded by Aldersperson Michalski, to approve application of Liora Lacey for a new Taxi Driver's License subject to 55 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Aldersperson Paff, seconded by Aldersperson LaMacchia, to approve application of 22nd Ave Mobil, Inc. (Gurinder Nagra, Agent), for a Class "A" Beer License located at 4433 22nd Avenue (22nd Ave Mobil). A hearing was held. Gary Shultes, Attorney, spoke on behalf of the applicant. On roll call vote, motion carried (12-2) with Alderspersons Bogdala and Ruffolo voting nay.

C.5. It was moved by Aldersperson Juliana, seconded by Aldersperson LaMacchia, to approve application of Kwik Trip, Inc. (Joseph Frank Esposito, Agent), for a "Class A" Liquor (Cider Only) License located at 6300 52nd Street (Kwik Trip 371), with no adverse recommendations. A hearing was held. Joseph Esposito spoke. On a voice vote, motion carried.

C.6. It was moved by Aldersperson Juliana, seconded by Aldersperson Rose, to approve application of 125th Avenue Hotel, LLC (Cindy Soetje, Agent), for a Class "B" Beer/"Class B" Liquor License located at 7300 125th Avenue (Hampton Inn and Suites), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Aldersperson Juliana, seconded by Aldersperson LaMacchia, to approve application of TK Kenosha, LLC (Tilted Kilt), for a Request to Change Closing Hours of the Outdoor Extension located at 7000 74th Place to 12:00 midnight, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.8. It was moved by Aldersperson Rose, seconded by Aldersperson Kennedy, to approve application of VFW Post 1865 for a Temporary Outdoor Extension on August 29th, located at 6618 39th Avenue (VFW Post 1865), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.9. It was moved by Aldersperson Wilson, seconded by Aldersperson LaMacchia, to approve application of TNT's Paddy O' Pub, LLC for a Temporary Outdoor Extension on September 19, 2015, located at 5022 7th Avenue (Paddy O's Pub), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.10. It was moved by Aldersperson Wilson, seconded by Aldersperson Rose, to approve application of Randy Westphal for a Daily Cabaret License on August 29, 2015, located at 3812 60th Street (Chutes & Ladders), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

It was moved by Aldersperson LaMacchia, seconded by Aldersperson Juliana, to send the following ordinances on their way:

E.1. Ordinance by Aldersperson Patrick Juliana, Co-sponsors: Alderspersons Curt Wilson, Jan Michalski, Rocco J. LaMacchia, Sr., Aldersperson Scott N. Gordon – To Repeal Subparagraph 5.046 J.3.a., and to Renumber Subparagraphs 5.046 J.3.b-q (of the Code of General Ordinances for the City of Kenosha) as 5.046 J.3.a-p regarding Outdoor Dining Operational Regulations.

E.2. Ordinance by Aldersperson Patrick Juliana, Co-sponsors: Alderspersons Curt Wilson, Jan Michalski, Rocco J. LaMacchia, Sr., Aldersperson Scott N. Gordon – To Repeal Subparagraph 10.064 J.3.a., and to Renumber Subparagraphs 10.064 J.3.b-q (of the Code of General Ordinances for the City of Kenosha) as 10.064 J.3.a-p regarding Outdoor Cafe Operational Regulations.

On a voice vote, motion carried.

F. ZONING ORDINANCES 1ST READING

G. ORDINANCES 2ND READING

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

G.1. It was moved by Aldersperson Bogdala, seconded by Aldersperson Ruffolo, to defer to the next meeting of the Common Council, Ordinance by Aldersperson David F. Bogdala - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks. A public hearing was not held. On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
August 17, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

H. ZONING ORDINANCES 2ND READING

I. RESOLUTIONS

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

I.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve Resolutions 102-15 through 104-15. A hearing was held. No one spoke. On a voice vote, motion carried unanimously and said resolutions were thereupon approved:

**Resolution 102-15
Boarding and Securing - \$2,441.94**

Adopted: August 17, 2015

**Resolution 103-15
Grass and Weed Cutting - \$17,042.82**

Adopted: August 17, 2015

**Resolution 104-15
Property Maintenance Reinspection Fees - \$3,638.00**

Adopted: August 17, 2015

It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to defer to the next meeting of the Common Council the following resolutions:

I.2. Resolution by the Committee on Finance – Resolution to Rescind Two (2) Special Charges in the Total Amount of \$344.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #058-15 passed on 4/20/15). (District 7)

I.3. Resolution by the Committee on Finance – Resolution to Rescind Three (3) Special Charges in the Total Amount of \$552.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #084-15 passed on 06/15/15). (District 7)

I.4. Resolution by the Committee on Finance – Resolution to Rescind Two (2) Special Charges in the Total Amount of \$470.00 for Property Maintenance Reinspection Fees for Property Maintenance Code Violations at 2020 54th Street (Parcel #12- 223-31-331-006); Petitioner/Owner: Donald Andreoli (Amends Resolution #095-15 passed on 07/20/15). (District 7)

On a voice vote, motion to defer all three resolutions carried.

I.5. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve Resolution by Alderperson Dave Paff - Resolution to Extend the Deadline to Complete the "Needs Assessment Study for City of Kenosha Fire Department Relative to an Additional Fire Station And Medical Rescue Squad" by the Fire Department Utilization Report Analysis Commission.

After some discussion, the maker and seconder withdrew the motion.

I.5.1. It was then moved by Alderperson Ruffolo, seconded by Alderperson Bogdala to deny based on the recommendation of the City Attorney.

I.5.2. After further discussion, it was moved by Alderperson Kennedy, seconded by Alderperson Gordon to recess for five minutes. On roll call vote, motion failed (6-8) with Alderpersons Haugaard, Kennedy, Gordon, Wilson, Bogdala, and Michalski voting aye.

The resolution was then withdrawn due to Alderperson Paff withdrawing his sponsorship and there being no other sponsors of said resolution.

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

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

J.1. Appointment of Shawna M. Ward (4703 40th Street, Kenosha) to the Kenosha Public Library Board of Trustees, to fulfill an unexpired term which expires July 1, 2016.

J.2. Reappointment of Kenneth Cronk (5715-83rd Street, Kenosha) to the Hometown Heroes Commission, for a term which expires September 1, 2017. On a voice vote, motion carried unanimously.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

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

K.1. Acceptance of Project 14-1120 Eichelman Park Beach Water Quality Improvements Phase I & II (6125 3rd Avenue, which has been satisfactorily completed) by A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$354,097.37. On a voice vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. The Third Amendment To Contingent Purchase Agreement by and between Gorman & Company, Inc. and the City of Kenosha, Wisconsin Regarding 5706-8th Avenue. On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to deny request from Diane Foster to Rescind Penalty Fees in the Amount of \$60.00 for Work Performed Prior to Obtaining a Fence Permit at 10016 65th Street (Parcel # 03-122-05-250-849). A hearing was held. The petitioner did

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Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

not appear. On roll call vote, motion carried (13-1) with Alderperson Bogdala voting nay.

M.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to deny request from Richard W. Herbert to Rescind the Cost of a Boarding & Securing in the Amount of \$78.00, but give 30 days to pay, for 5535 18th Avenue, Upper (Parcel #12-223-31-378-007). A hearing was held. The petitioner did not appear. On roll call vote, motion carried unanimously.

M.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Bogdala, to deny request from Thomas W. Fulmer to refund an application fee for a Conditional Use Permit application that was withdrawn by the applicant for property located at 6819 25th Avenue (Parcel #01-122-01-403-013). A hearing was held. The petitioner did not appear. On roll call vote, motion carried (13-1) with Alderperson Ruffolo voting nay.

M.4. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski, to approved Disbursement Record #14 - \$4,689,000.17. On a voice vote, motion carried unanimously. Alderperson Juliana left the meeting.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to adjourn at 8:51 p.m.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
August 17, 2015**

B.1.	September 9, 2015			NO ADVERSE
a.	BARTENDERS			
	First Name	Last Name	Address	Business Name
1	Michael	Book	17500 Durnad Ave - Union Grove, WI	CVS
2	Emily	Cheatham	1010 44 th St	Shenanigans
3	Alivia	England	1811 28 th St.	Kwik Trip
4	Carmen	Escobar-Mendoza	2214 Lawn St - Racine, WI	CVS
5	Olivia	Faber	11418 Fox River Rd. - Twin Lakes, WI	Rivals
6	Keith	Gerlach	8107 48 th Ave	Walgreens
7	Phillip	Gondek	4800 39 th Ave	Kwik Trip
8	Vicki	Gonzales	8343 25 th Ave	
9	Chelsea	Harris	3631 N. Halsted St. #404 - Chicago, IL	Bullseye
10	Annie	Johns	5920 80 th St. #6	Texas Roadhouse
11	Imran	Khan	5904 50 th Ave #21	S&K Mart
12	Megan	Liberty	1914 45 th St.	Bindelli's Jungle
13	Aisha	Lyons	6320 5 th Ave	Rivals
14	Aerielles	Martin	9022 Sheridan Rd #202	Boathouse
15	Brian	McMillan	7015 61 st Ave	Stein BP
16	Abby	Padlock	2013 28 th St.	Rivals
17	Ryan	Parks	4020 51 st Ave	Festival Foods
18	Carolyn	Peterson	6714 34 th Ave	Sports Plaza Mobil
19	Kevin	Pratt	9631 84 th Pl	Villa D'Carlo
20	Brenda	Retzlaff	4014 Grant Rd.	Kenosha Tap
21	Jacqueline	Rich	3737 15 th St. #1A	Speedway
22	Anne	Rowell	1700 43 rd St.	Rutz Puzzle House
23	Anthony	Schack	3716 89 th St. #107	Festival Foods
24	Brian	Schulz	2509 47 th Ct.	Ruffolo's II
25	Cynthia	Simmons	9400 276 th Ave	Jill's Place
26	Nancy	Singer	7939 31 st Ave	Festival Foods
27	Karis	Stephens	4616 8 th Ave #2	Texas Roadhouse
28	Hannah	Swanson	17701 91 st Pl	Tuscany Bistro
29	Jameka	Sweet	5311 20 th Ave	Speedway
30	Stephany	Torres	7700 Sheridan Rd	El Sarape
31	Marina	Tritten	2303 31 st St.	Festival Foods
	TOTAL =	31		
b.	TRANSFER OF AGENT			
	First Name	Last Name	Address	Business Name
1	Kyle	Hanson	265 N. 112 th St., Wauwatosa, WI	Kwik Trip, Inc. (Tobacco Outlet Plus 528)
	TOTAL =	1		
c.	TEMPORARY CLASS "B" BEER			
	Event Date	Organization Name	Location of Event	Event
1	09/17/15	Kenosha Community Foundation	Lincoln Park Garden	Lincoln Park Live
2	09/24/15	Kenosha Community Foundation	Lincoln Park Garden	Lincoln Park Live

3	10/10/15	Loyal Order of the Moose	Petzke Park	Dream Playground Ribbon Cutting
			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
4	09/10/15	Mary Lou & Arthur T. Mahone Fund	Lincoln Park Garden	Lincoln Park Live
5	10/16/15-10/18/15	Our Lady of Mount Carmel Parish Ladies Society	1919 54 th St.	Fall Spaghetti Dinner
	TOTAL =	5		
d.			TAXI DRIVERS	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		

**OPERATOR'S (BARTENDER) License
Police Record Report**

1a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/24/2015	Kristen Wright		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160748	8531-20th Ave	Texas Roadhouse	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/1/2014	THEFT/SHOPLIFTING \$50-199	GUILTY-AMENDED CHARGE	Y	10

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

CITY ATTORNEY'S COMMENTS

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

OPERATOR'S (BARTENDER) License

Police Record Report

1b

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/21/2015	Gregory Kapustin		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160739	4513-122nd St, Pl.Prairie,WI	None Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/28/2014	POSSESS/ALCOHOL BEV	GUILTY DUE TO 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

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
7/10/2015	Joseph Michaelis		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160715	1766 12th Avenue	Shenanigans	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/12/2012	SEX, INDECENT EXPOSURE <i>Dismissed</i>	DISPO PENDING	Y	20
6/12/2012	SEX, LEWD/LASCIVIOUS CONDUCT	DISPO PENDING	Y	

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

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
8/12/2015	Miranda Perrault		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160721	1369 30th Avenue #202	None Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/23/2013	OPERATING W/O A LICENSE	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 <input type="text" value="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

**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
8/21/2015	Carly Frieman		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160740	463-9th Street	Speedway	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/8/2012	BLOOD ALCOHOL CONTENT	GUILTY	Y	
11/8/2012	OPERATING WHILE INTOXICATED	GUILTY	Y	50

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

CITY ATTORNEY'S COMMENTS

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

OPERATOR'S (BARTENDER) License

Police Record Report

19

APPLICANT INFORMATION

Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/13/2015	April Soppa		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160722	7701 128th Ave, Bristol	BP	7701 128th Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/25/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
9/5/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
12/1/2013	LICENSE NOT ON PERSON	GUILTY	Y	0
6/9/2014	IMPLIED CONSENT	GUILTY	Y	
6/9/2014	OPERATING WHILE INTOXICATED	GUILTY	Y	50
9/23/2014	LICENSE NOT ON PERSON	GUILTY	Y	0

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 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



CLERK/TREASURER

September 2 , 2015

April Soppa
7701 128th Ave.
Bristol, WI 53104

RE: Bartender's License

Dear Applicant:

Your application will be presented to the Common Council on:

Date: Wednesday, September 9, 2015
Time: 7:00 pm
Location: Kenosha Municipal Building, 625-52nd Street, Room 202

It is recommended that you attend this meeting; however, meeting dates and times are subject to change. Please check the current agenda at www.kenosha.org to ensure you attend the correct meeting.

If you have any questions, feel free to email mnelson@kenosha.org or call 653-4271.

Sincerely,

Michelle Nelson
Information Coordinator
City Clerk's Office

**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
8/20/2015	Sean Kegley		No License Issued
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160738	807 Fulton Ave, Winthrop Harbor, IL	Buffalo Wild Wings	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/9/2011	BLOOD ALCOHOL CONTENT	GUILTY	Y	
10/9/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	50
10/10/2011	POSSESSION OF THC AMENDED FROM PCS/THC 2ND & SUBSEQUENT FELONY (MISDEMEANOR CONVICTION)	GUILTY	N	25

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

CITY ATTORNEY'S COMMENTS

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

**OPERATOR'S (BARTENDER) License
Police Record Report**

2d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/21/2015	Steven Varnado		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160699	4007 28th Ave #18	22nd Avenue Mobil	4433 22nd Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/4/2011	OPERATING AFTER REVOCATION (REVOKED DUE TO ALC/CONTR SUBST/REFUSAL)	GUILTY	Y	10
3/26/1999	FORGERY/UTTERING FELONY C (2 CTS)	GUILTY	Y	100 x 2
11/9/2000	FORGERY/UTTERING FELONY C	GUILTY	Y	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	310	
Were all offenses listed on the application?	y	
TOTAL DEMERIT POINTS	310	

CITY ATTORNEY'S COMMENTS

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



Adverse

FILED	_____
INITIALS	_____
ADVERSE/NO ADV	_____
LP	_____
CC	_____
LETTER	_____

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License #: N 160699
 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, 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: Vernado First Name: Steven MI: L
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262-484-8509

Home Address: 4007-28th AVE Apt 18 Kenosha WI 53140
CITY STATE ZIP

Email: VernadoSTEVEN@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 22nd Ave Mobil
 (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:
Criminal Traffic in 2011 Paid Fine No Pending Charges

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:
Forgery - Uttering in 2000 was sentenced to prison

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

Yes No If yes, explain:

My license was suspended for operate while Und.
Influence in 2008

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:

I got a speeding citations 4-15-15 in Racine
I paid the \$263.00 citations.

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:

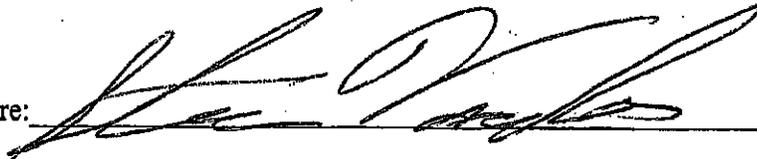
Grace Petro Mart 4433-22nd Ave and stayed
when new owners took over.

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

4121-28th Ave Apt 19 Kenosha, WI 53140
4007-28th Ave Apt 4 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:

6-29-15

bartender (operator), page 2

NEW OPERATOR'S (BARTENDER) License

Police Record Report

2a

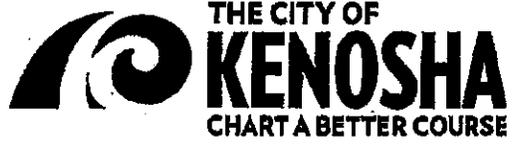
APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
6/9/2015	Michelle Garcia		Cancelled
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160484	7801 88th Avenue, Lot 42, Pl. Pr.	Aldi Inc.	6404 75th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/14/2014	OPERATING WHILE INTOXICATED 4TH	DISPO PENDING	Y	80
9/12/2012	ANIMAL LAWS, OTHER - RABIES	GUILTY	Y	N/A
9/13/2012	ANIMAL AT LARGE	GUILTY	Y	N/A
9/13/2012	ANIMAL LAWS, OTHER	GUILTY	Y	N/A
4/27/2015	NON COMPLIANCE DRIVER SAFETY PLAN		N/A	100

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	180
Were all offenses listed on the application?	
TOTAL DEMERIT POINTS	180

CITY ATTORNEY'S COMMENTS

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



Adverse

FILED	6-9-15
INITIALS	RLS
ADVERSE/NO ADV	
LP	
CC	
LETTER	



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N160484
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, 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: Garcia First Name: Michelle MI: M
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: 262-842-0414

Home Address: 7801 88th Ave lot 42 Pleasant Prairie WI 53158
CITY STATE ZIP

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

Driver's License or State ID Numbe. _____
STATE NUMBER

Name of Business Where License will be used Aldi Inc
(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:

2000 - DUI closed IL
2003 - DUI closed WI 2005 conviction
2014 - DUI Pending WI
9-12-12 Animal Rabies conviction dismissed
9-13-12 Animal At Large no license WI Bailty

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:

2005 - WI 3 months Jail for DUI

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

Yes No If yes, explain:

IL - Suspended dui 2000
WI - Suspended (6m-1YEAR) dui 2005
WI - CANCELLED 2015 non compliance

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:

9-12-12 Animal - Rabies - dismissed
9-13-12 Animal At Large - no license guilty
8-14-14 DUI - Pending

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:

Aldi Inc
6404 75th St. Kenosha WI

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

7801 88th Ave Lot 42 Pleasant Prairie WI 53158
6012 4TH Ave Kenosha WI 54142

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: Michael McGinn

Date: 6-9-15

bartender (operator), page 2



Miscellaneous Note

AALTO ENHANCEMENT CENTER

Date and Time: July 1, 2015 10:42AM

Note Completed By: KATHRYN A. AALTO, LCSW,CSAC

Patient: MICHELLE GARCIA, DOB:

To Whom It May Concern:

Michelle is currently in treatment for her OWI here at Aalto Enhancement Center. She attends an AODA (alcohol and other drug abuse) group weekly, and meets with her AODA counselor approximately 1-2 times per month. Her tentative completion date is August 25, 2015

KATHRYN A. AALTO, LCSW,CSAC, Licensed Clinical Social Worker, License #7063-123 signed this note and declared this information to be accurate and complete on July 1, 2015 at 10:46AM.

*If you have any questions, please call,
262-654-9370.
Thanks*

**OPERATOR'S (BARTENDER) License
Police Record Report**

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APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/31/2015	Ashley Brnak		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160696	1372 110th St., Pl. Pr.	George's Club Highview	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/21/2011	BLOOD ALCOHOL CONTENT	GUILTY	Y	
8/21/2011	OPERATING WHILE INTOXICATED 2nd OFFENSE	GUILTY	Y	80
12/3/2012	OPERATING AFTER REVOCATION	GUILTY	Y	10
3/25/2013	OPERATING AFTER REVOCATION	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	110	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	110	

CITY ATTORNEY'S COMMENTS

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



Adverse
 FILED 7-31
 INITIALS W
 ADVERSE/NO ADV _____
 LP _____
 CC _____
 LETTER _____

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 *new* ~~renewal~~

~~Beverage Course Completed~~
~~HOLD for Beverage Course~~

N160096

License # ~~016873 2171103~~
 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, 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: BRNAK First Name: Ashley MI: L
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: Female Phone: (262) 344-0799

Home Address: 1372 - 110th Street Pleasant Prairie, WI 53158
 CITY STATE ZIP

Email: Ashley.brnak08@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 George's Club Highview, Kenosha, WI
 (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:

DWI in 2003, guilty
DUI in 2011, guilty
No charges pending

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:

DWI in 2003, DWI in 2011, Operating after revocation 2012, operating after revocation in 2013. Revocation for non-compliance in 2003.

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 (1-10 over), 2010, guilty. No citations pending.

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:

North Pointe Resources - 3441 Sheridan Rd. Zion, IL 60099
Egg Harbor Cafe - 300 Village Green, Lincolnshire, IL 60069
Philly B's Rest. - 1252 E. U.S. 46, Vernon Hills, IL 60061

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

1372-110th St Pleasant Prairie, WI 53158 (present)
1445 Canterbury Lane, Mundelein, IL 60060 (past)
7310-28th Avenue, Kenosha, WI 53143 (past)

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: Ashley Brnak

Date: 7/24/2015

bartender (operator), page 2

OPERATOR'S (BARTENDER) License

Police Record Report

2c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/21/2015	Ashley Sweeney		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160745	4008-89th Street	Walgreen's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/8/2014	OPERATING WHILE INTOXICATED	GUILTY	Y	
12/8/2014	IMPLIED CONSENT	GUILTY	Y	50
4/14/2015	NON-COMPLIANCE - DRIVER SAFETY PLAN			100

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	150
Were all offenses listed on the application?	
TOTAL DEMERIT POINTS	150

CITY ATTORNEY'S COMMENTS

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



Adverse

FILED	<u>8-21-15</u>
INITIALS	<u>JAD</u>
ADVERSE/NO ADV	
LP	
CG	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N160745
 Provisional Issued: yes (10)

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, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

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

Date of Birth: _____ Gender: F Phone: 262-744-4609

Home Address: 4008 89th St Kenosha WI 53142
CITY STATE ZIP

Email: ALP
 (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: Walgreens
 (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:
but no more court though

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:

Dec 8th 2014 for DUI

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:

Yes DUI

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:

n/a

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

n/a

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:

Ashley Sweeney

Date:

8-21-15

bartender (operator), page 2

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/27/2015	Gilbert Barrera		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160685	6735 103rd Avenue	Uncle Mike's Highway Pub	6611 120th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/28/2011	LIQ, POSSESSION BY UNDERAGE	GUILTY	N	20
7/5/2011	DRUG/POSSESS MARIJUANA	GUILTY	N	25
7/5/2011	DRUG/PARAPHERNALIA SELL/P	GUILTY	N	10
5/19/2013	DRUG/POSSESS MARIJUANA	GUILTY	N	25
5/19/2013	DRUG/PARAPHERNALIA SELL/P	GUILTY	N	10
6/26/2013	DRUG/POSSESS MARIJUANA	GUILTY BY DEFAULT	N	50

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	140	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	160	

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>7-27-15</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N 16 0685
 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, 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: Barrera First Name: Gilbert MI: _____
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262 960 1161

Home Address: 6735 103rd ave Kenosha WI 53142
CITY STATE ZIP

Email: gbarrera035@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 Uncle Mikes
 (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:

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:

Didnt pay traffic 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:

yes wrong plates on a car

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:

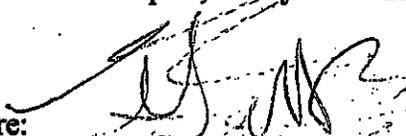
Boss shoes Calvin Klein Hugo Boss time Warner cable
Clarks shoes adidas American eagle Buffalo wild wings
weaton transicon Health care

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

6735 103rd ave

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

Applicant's Signature:



Date:

7-27-15

bartender (operator), page 2

28 August 2015

To Whom It May Concern:

I served as Gilbert Barrera's lead supervisor during his employment as a sales associate at the Adidas Outlet Store in Pleasant Prairie, Wisconsin during the years 2011 and 2012. In that time, I had the opportunity to watch him grow not only as an employee, but as a person.

Gilbert was a dedicated member of our staff and a joy to work with. He was open-minded and reliable, which is definitely not something I can say for all of my past and present employees. If I ever needed extra help in the store or on weekends, he made himself available or at least tried his best to help out however he could. It was clear very early on in our working relationship that Gilbert would be one of my most valuable employees during his time with us at Adidas.

While Gilbert was under my supervision as a sales representative, I offered him the opportunity to travel to both Minneapolis and San Antonio with a select few representatives to help with out-of-state tent sales. We chose only the best for these teams, as they are very important to our regional sales numbers and our exposure as a company. I didn't think twice about who I would choose for these trips, as I had seen the performance of my staff in the months prior and knew I could only take those who were dedicated and brought more to the table than just simply the ability to set up displays. Gilbert brings a level of customer service that many others do not. He doesn't complain about mundane tasks; instead he carries out all duties assigned to him with a positive attitude and a smile. I imagine you know how rare that is in a staff member. These traits make him an invaluable employee and outstanding member of society. It's safe to say we were very sad to see him go when he moved on in his professional career, but I support him and check in every now and then to see how he is progressing. In the past few years, he has come quite far.

If you have any doubts at all about Gilbert Barrera or the content of his character, please feel free to contact me and I will offer any assurances necessary.

Regards,



Carrie Weir
Carrie.weir@adidas-group.com
(414) 588-3566



Wheaton Franciscan Healthcare

400 W. River Woods Parkway
Glendale, WI 53212

In Partnership with the Felician Sisters

August 19, 2015

To Whom It May Concern:

This letter is in response to a request for employment verification for Gilbert Barrera.

Gilbert Barrera is currently employed with Wheaton Franciscan Healthcare as a Patient Access Rep. His hired date was 08/10/2015- present in Wheaton Franciscan Healthcare and; his FTE was 40 hours a week.

If you require additional information, please contact HR Connect Monday-Friday from 8:00am to 4:30pm at 1-800-914-6601.

Thank you.

A handwritten signature in black ink, appearing to read 'Mai Xiong'.

Mai Xiong
Mai.xiong3@wfhc.org
HR Service Center Representative
Phone: 1-800-914-6601
Fax: 414-465-3401

**OPERATOR'S (BARTENDER) License
Police Record Report**

2f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/7/2015	Natassia Schwandt		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160710	8743 Sheridan Rd. Lot 65	Festival Foods	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/8/2014	OPERATING WHILE INTOXICATED	GUILTY	Y	50
9/10/2014	LICENSE NOT ON PERSON	GUILTY	N	0
9/16/2012	LIQUOR, POSSESSION BY UNDERAGE	GUILTY	N	20
9/16/2012	DC/OTHER	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	80	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	100	

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

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

Yes No If yes, explain:

DUI charges, 6 months suspension

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:

DUI, 2014 paid off

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:

Festival Foods Kenosha, Visual Pro, Pleasant Prairie, Culvers, Kenosha, Six Flags, Illinois

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

8943 Sheridan Rd. lot 605

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:

Patsy Schwardt

Date: 8/7/15

**OPERATOR'S (BARTENDER) License
Police Record Report**

29

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/5/2015	Jose Hernandez		Valid
License Number	Address of Applicant	Business Address (where license is to be used)	Business Address
N160706	4025 55th Street	Los Compadres Mexican Rest.	2935 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/12/2010	LIQUOR, SELL TO MINOR	GUILTY	N	25
9/12/2010	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	N	15
10/16/2010	LIQUOR, SELL TO MINOR	GUILTY	N	30
10/16/2010	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	N	50
2/9/2012	LIC, AMUSEMENT ENTERPRISE	GUILTY	N	5
3/22/2014	LICENSE VIOLATION	GUILTY	N	T.B.D.
3/22/2014	LIQUOR LICENSE VIOLATION	GUILTY	N	20
3/22/2014	LICENSE VIOLATION	GUILTY	N	T.B.D.
5/20/2015	FIRE ORDINANCE VIOLATION	GUILTY	N	10
7/14/2015	LIQUOR LICENSE VIOLATION	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	175	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	195	

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	8-5-15
INITIALS	RS
ADVERSE/NO ADV	
LP	
CC	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # W/160706
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, 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: Hernandez First Name: Jose MI: D
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: Male Phone: 262-909-2898
Home Address: 4025 55th St Kenosha WI 53144
CITY STATE ZIP

Email: Argelia.hernandez2011@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 Los Compadres Mexican Rest
(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:

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:

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:

6/11/2014 STOP SIGN - 6/11/14 operate w/V without liability INS
6/11/14 " Non-Registration of Auto

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:

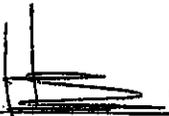
LOS Compadres 3935 52nd St

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

4025 55th St Kenosha WI 53144

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:

Jose 

Date:

7-28-15

bartender (operator), page 2

**OPERATOR'S (BARTENDER) License
Police Record Report**

2h

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/21/2015	Jessica Marquardt		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160744	525-45th Street, Apt. 1	Walgreen's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/14/2012	LICENSE NOT ON PERSON	GUILTY	N	0
12/17/2012	OPERATING WHILE SUSPENDED	GUILTY	N	10
1/10/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
1/26/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
4/10/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
4/18/2013	OPERATING WHILE SUSPENDED	GUILTY	N	20
10/9/2014	OPERATING WHILE SUSPENDED	GUILTY	N	20
3/4/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
2/3/2012	BAIL JUMPING	GUILTY	N	40
10/3/2011	BAIL JUMPING	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	8-21-15
INITIALS	JAD
ADVERSE/NO ADV	
LP	
CG	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N160744
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, 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: Marquardt First Name: Jessica MI: A
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: 262-515-4032

Home Address: 525 45th St Apt 1 Kenosha WI 53140
CITY STATE ZIP

Email: jessimarquardt4@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 Walgreens
(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:

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:

Failure to pay tickets.

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:

Driving with suspended license 2015 fine
Driving without insurance 2015 fine

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

If yes, state: charge, year, result:

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

GGIS 414-304-0657
Walgreens 262-694-0750

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

8617 21st Ave Kenosha, WI
525 45th St Apt 1 Kenosha, WI

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

Applicant's Signature:

Date:

8/18/15

bartender (operator), page 2

OPERATOR'S (BARTENDER) License

Police Record Report

21

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/3/2015	Sarah Puntillo		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160702	2123 35th Place	Chicken & Donuts	707 56th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/12/2014	LIQUOR, POSSESSION BY UNDERAGE	GUILTY BY DEFAULT	N	20
9/12/2014	FALSE INFORMATION, GIVE	GUILTY BY DEFAULT	N	25
11/2/2014	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
11/2/2014	OPERATING WHILE INTOXICATED	GUILTY	Y	
11/2/2014	FALSE INFORMATION, GIVE	GUILTY	Y	
6/23/2015	NON-COMPLIANT - DRIVER SAFETY PLAN			100

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	205
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	225

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>8-3-15</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV.	
LP	
CC	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N 160702
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, 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: Puntillo First Name: Sarah MI: C

(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: FEMALE Phone: (262) 818-0358

Home Address: 2123 35th PL KENOSHA WI 53140
CITY STATE ZIP

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

Driver's License or State ID Number _____
STATE NUMBER

Name of Business Where License will be used Chicken Donuts
(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:

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:

DWI - 11/02/2014.

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:

Fail/Stop for flashing red (6/3/13) - Speeding (1/13/14)

operating without liability ins. (6/3/13)

operating under the influence (11/2/14)

Failure to wear seatbelt (5/29/12)

Following automobile too closely (5/28/14)

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:

Lotus Sports Bar - Sam Patel - 654-4735 - 3216 60th St.

Mikes Quickent Donuts - Brandon B - 764-9520 - 707 56th St.

Cheddar's Scratch Kitchen - Jim - 697-1657 - 10366 77th St.

El Sarape - Edgar Perez - 697-7212 - 5836 75th St.

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

2123 36th Pl Kenosha, WI

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

Applicant's Signature: Sarah Fortino

Date: 7/31/15

**Taxi License
Police Record Report**

3

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/6/2015	Charles Odom		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
160030	1217 Wolff St., Racine	Keno Cab Co, Inc.	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/31/2011	SPEEDING	GUILTY	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

Oct 4
Sept 4
Aug 24



FILED 8-25-15
INITIALS RS
ADVERSE/NO ADV
LP 8/31
CC 9/9
LETTER SM 8/26

E-MAILED AUG 24 2015

**CABARET LICENSE
PROBATIONARY**

Type: 228 Fee: \$150/6 months

Effective: 9-10-15 To: 3-10-16
(6 months)

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: Griffin Lanes LLC District # 12
(NOTE: must be same name as beer/liquor license)
- Trade Name: Sheridan Lanes Trade Address: 1120-80th Street
- If license is in the name of a Corporation or LLC, Agent Name: Karen Griffin
- Date of Birth of Agent (if Corporation/LLC) or Individual: _____
- Address: 8335-57th Ave Phone: 262 705 7363 Email: sheridanlanes@gmail.com
(correspondence will be via email if address is given)
- Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)
- 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

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

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

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:
Sheridan Lanes 1120-80th St. Kenosha WI
Market Day - Oak Creek WI - No longer in business

14. List all addresses at which you have lived in the past five (5) years:
8335-57th Ave

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: Karen Guffin Date: 7/31/15
(Individual/Agent of Corporation)

E-MAILED AUG 21 2015



THE CITY OF KENOSHA CHART A BETTER COURSE

8

FILED 8/21
INITIALS W
ADVERSE/NO ADV
LP 8/31
CC 9/9
LETTER 8/21
SPEEDY APP NO

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: 9-12-15 Explanation of Event: Rock The Block

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

2. Trade Name: Norms So Seldom Fr 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: 262 315 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
(2) Allow underage to enter Li's premises
" " " " " " 2009?

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:

Stellar Management

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

30 17-89th 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: *[Signature]* Date: 8-28-15

(Individual/Agent of Corporation)

daily cabaret, page 2

E-MAILED AUG 14 2015



FILED	8/14/15
INITIALS	RR
ADVERSE/NO ADV	<u>NO ADV</u>
LP	8/31
CC	9/9
LETTER	EM 8/18

AMUSEMENT & RECREATION ENTERPRISE SUPERVISOR LICENSE

N/160027

(Chapter 12.01-City of Kenosha Code of General Ordinances) Amusement & Recreation Facilities which include but are not limited to: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries and Public Dances

Type: **123** Fee: \$25.00/year Expires: May 31, 2016

Original Application Renewal Application

Name: LOGAN DURESKY Date of Birth: _____
(must be 18 year old)

Address: 6826 22nd Ave (upper) Phone Number: 804-921-1380

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

Business Name of Amusement Enterprise: Top Dog Gaming District # 2
(where this license will be used)

Please complete and attach an "Applicant's Report of Police Record". Attached? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must ; designated corporate officers must sign.) The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

[Signature] Date 8/11/15
 (Individual/Partner/Member)

[Signature] Date 8/11/15
 (Partner/Member)



FILED	8/14/15
INITIALS	RR
ADVERSE/NO ADV	
LP	8/31
CC	9/9
LETTER	8/19

E-MAILED AUG 14 2015

916

**AMUSEMENT & RECREATION
ENTERPRISE SUPERVISOR LICENSE**

N/160026

(Chapter 12.01-City of Kenosha Code of General Ordinances) Amusement & Recreation Facilities which include but are not limited to: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries and Public Dances

Type: 123 Fee: \$25.00/year Expires: May 31, 2016

Original Application Renewal Application

Name: Cody Tagliapietra Date of Birth: _____ (must be 18 year old)

Address: 6826 22nd ave (upper) Phone Number: 804-971-7709

Email Address: TCTagliapietra92@gmail.com
(correspondence will be via email if address is given)

Business Name of Amusement Enterprise: Topdog gaming District # 2
(where this license will be used)

Please complete and attach an "Applicant's Report of Police Record". Attached? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must ; designated corporate officers must sign.) The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

[Signature] 8/11/15
(Individual/Partner/Member) Date

[Signature] 8/11/15
(Partner/Member) Date

ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVID BOGDALA
CO-SPONSOR: ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON STEVE BOSTROM
ALDERPERSON CURT WILSON

**TO CREATE SECTION 10.074 OF THE CODE OF GENERAL
ORDINANCES FOR THE CITY OF KENOSHA REGARDING
OUTDOOR OPEN CONTAINER ENTERTAINMENT EVENT**

Section One: Section 10.074 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

10.074 OPEN CONTAINER ENTERTAINMENT EVENT

A. Definitions. The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided:

1. **“Alcoholic Beverages”** shall mean all fermented malt beverages and intoxicating liquors.
2. **“Fermented Malt Beverages”** shall mean any beverage made by the alcohol fermentation of an infusion in potable water of barley malt and hops, with or without unmalted grains or decorticated and degerminated grains or sugar containing 0.5% or more of alcohol by volume.
3. **“Intoxicating Liquor”** shall mean all ardent, spirituous, distilled or vinous liquors, liquids or compounds, whether medicated, proprietary, patented or not, and by whatever name called, containing 0.5% or more of alcohol by volume, which are beverages, but does not include “fermented malt beverages.”
4. **“Licensed Premises”** shall mean premises issued a Class “B” License pursuant to Chapter 10 of the General Code of Ordinances and Chapter 125 Wisconsin Statutes, a Brewer's Permit pursuant to Wisconsin Statute Section 125.29, or a temporary Class “B”/temporary “Class B” license issued pursuant to Chapter 10 of the General Code of Ordinances and Chapter 125 Wisconsin Statutes.
5. **“Outdoor Open Container Entertainment Event”** shall mean a public event in a defined area of the city which because of adjacent zoning includes a combination of retail shops, galleries, bars, restaurants, entertainment venues and related businesses, located in any public area including the streets, sidewalks and right-of-ways located within the City of Kenosha where the possession and consumption of Fermented Malt Beverages and/or Wine from an open container is permitted subject to an approved application, the regulations contained within this Ordinance and Chapter 125 of the Wisconsin State Statutes.
6. **“Open Container”** shall mean a paper or plastic cup which does not exceed 16 fluid ounces in size bearing a commercially printed name and/or logo of a Licensed Premises located within the Outdoor Open Container Entertainment Event boundaries.
7. **“Wine”** shall mean products obtained from the normal alcohol fermentation of the juice or must of sound, ripe grapes, other fruits or other agricultural products, imitation wine, compounds sold as wine, vermouth, cider, perry, mead and sake, if such products contain not less than 0.5 percent nor more than 21 percent of alcohol by volume.

B. Outdoor Open Container Entertainment Event. During dates, times and locations within areas of the city designated as Outdoor Open Container Entertainment Event, the possession and consumption of Fermented Malt Beverages and/or Wine purchased from a Licensed Premises in an Open Container are permitted, notwithstanding **Section 11.026** of the General Code of Ordinances.

C. Application.

1. Application for the Outdoor Open Container Entertainment Event shall be filed no later than thirty (30) days prior to the event date. The application shall be made to the City Clerk/Treasurer on form(s) furnished by the City Clerk/Treasurer and signed and sworn by the applicant. The application shall include:

- a. The name(s), business address(es) and telephone number(s) of the applicant(s).
- b. The aldermanic district in which the event location is located.
- c. The date and period of time for which the particular event will be operated.
- d. A detailed description of the location of the Outdoor Open Container Entertainment Event, including a proposed map detailing the location.
- e. A detailed event security plan.
- f. A specific plan indicating where patrons will be permitted to carry the Fermented Malt Beverages and or Wine.
- g. Street Closure. Identify any proposed street closure, including proposed time and locations.
- h. Public Entertainment. A detailed description of all public entertainment associated with the Event.
- i. Certificate of Liability Insurance evidencing insurance in force and effect in the minimum amount of One Million Dollars (\$1,000,000.00), each occurrence, Two Million Dollars (\$2,000,000.00), general aggregate providing coverage for claims involving death, personal injury and property damage. The City shall be named as an additional insured with respect to the above insurance coverages and the City shall be provided with an additional insurance endorsement satisfactory to the City certifying that the City is an additional insured with respect to the insurance coverages above.
- j. Indemnity and Hold Harmless Agreement indicating the applicant(s) in consideration of having received a special event temporary extension, agrees to indemnify, defend and hold harmless the City of Kenosha, Wisconsin, and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur as a result of the use of the city property for the Outdoor Open Container Entertainment Event.
- k. Such other reasonable and pertinent information as the Common Council or the Committee on Licenses/Permits may require.

2. Application Fee. The fee for an Outdoor Open Container Entertainment Event shall be paid to the City Clerk/Treasurer at the time of application submission. The application fee shall be \$150.00 for each Event.

D. Review and Approval. The City Clerk/Treasurer shall send the application to the Department of Community Development and Inspections, Department of Public Works, Police Department and Fire Department for review and written comment. Following the review period, the Department of Community Development and Inspections, Department of Public Works, Police Department and Fire Department shall send their comments to the City Clerk/Treasurer to be forwarded to the Committee on Licenses/Permits for a recommendation to Common Council. The Common Council shall grant or deny the application. The approval may be subject to reasonable terms and conditions.

E. Applicant's Responsibility.

1. **Boundaries/Signs.** Applicant shall be responsible for providing open and notorious notice of the Event boundaries to all participants throughout the Event by use of signs, barricades or other approved means.

2. **Clean up.** Applicant shall maintain the Event area in a clean, sanitary, neat and orderly appearance at all times during the Event. Applicant shall ensure that any Event refuse is removed from the Event area no later than twenty-four hours after the conclusion of the Event.

3. Security. Applicant shall provide security as detailed in the application security plan.

4. Other permits. Applicant shall secure any other permits required by the Code of General Ordinances for associated Event activities.

F. Operational Requirements. Outdoor Open Container Entertainment Events shall be subject to the following regulations.

1. Sale For Event Consumption. A Licensed Premises licensed to dispense Fermented Malt Beverages and/or Wine by the drink for consumption on the Licensed Premises is authorized to dispense Fermented Malt Beverages and/or Wine in an Open Container to a person of legal drinking age for removal from the Licensed Premises, provided however, that no Licensee shall dispense to any person more than one such Fermented Malt Beverage and/or Wine at a time for removal from the Licensed Premises, and no person shall remove at one time more than one such Fermented Malt Beverage and/or Wine from the Licensed Premises.

2. Source of Fermented Malt Beverage and/or Wine. Open Containers of Fermented Malt Beverages and/or Wine within an Outdoor Open Container Entertainment Event must be purchased from a Licensee on the Licensed Premises within the Outdoor Open Container Entertainment Event boundaries. Alcohol in an Open Container within an Outdoor Open Container Entertainment Event which has not been purchased from an authorized Licensed Premises is prohibited.

3. Open Container. No container in which a Fermented Malt Beverage and/or Wine is dispensed and removed from the Licensed Premises shall exceed 16 fluid ounces in size. No container in which Wine is dispensed and removed from a Licensed Premises shall contain more than 6.5 fluid ounces of Wine. The container shall bear the commercially printed name and/or logo of the Licensed Premises from which it was dispensed.

4. Event Dates. Events shall be limited to the dates of the approved permits. An Event may last no more than three (3) days, which may or may not be consecutive, in any calendar year.

5. Hours of Operation. Open Containers of Fermented Malt Beverages and/or Wine shall not be permitted within an Outdoor Open Container Entertainment Event between the hours of 12:00 a.m. and 6:00 p.m. A Licensee shall not allow the removal of alcohol in an Open Container for the consumption of alcohol off a Licensed Premises between the hours of 12:00 a.m. and 6:00 p.m.

6. Possession or consumption of Open Containers of alcoholic beverages within or upon any parking lot, parking facility or motor vehicle within the Outdoor Open Container Entertainment Event shall be prohibited unless otherwise permitted by Wisconsin State Statute.

7. Possession or consumption of alcoholic beverages by an underage person within an Outdoor Open Container Entertainment Event is prohibited at all times except as otherwise permitted by law. All individuals wishing to possess or consume a Fermented Malt Beverage and/or Wine within an Outdoor Open Container Entertainment Event must have a wristband with the commercially printed name or logo issued by the authorized Licensee which sold the Fermented Malt Beverage and/or Wine to the individual.

8. This Ordinance shall not be construed to prohibit the sale of alcoholic beverages in the original, unopened containers for off-premise consumption. However, consumption of alcoholic beverages sold in original, unopened containers for off-premise consumption shall not be permitted during the Outdoor Open Container Entertainment Event.

9. Consumption of alcohol within an Outdoor Open Container Entertainment Event from a can, bottle or a container which is not authorized pursuant to this Ordinance is prohibited.

10. Licensees shall not permit patrons to enter Licensed Premises with Fermented Malt Beverages and/or Wine acquired at another Licensed Premise or outside the Outdoor Open Container Entertainment Event boundaries.

11. Any Licensee permitting patrons to remove a Fermented Malt Beverage and/or Wine from the Licensed Premises for consumption during the Outdoor Open Container Entertainment Event shall employ a person to monitor all exits of the Licensed Premises to ensure that all beverages are removed in accordance with this Ordinance.

12. Neither Licensees nor patrons shall refill an Open Container with alcoholic beverages not purchased from the Licensed Premises from which the Open Container originated.

13. No person shall exit a designated Outdoor Open Container Entertainment Event boundary with Fermented Malt Beverages and/or Wine purchased in an Open Container for consumption within the Outdoor Open Container Entertainment Event boundary.

14. Special events and areas temporarily licensed pursuant to Wisconsin Statutes Chapter 125, occurring within an Outdoor Open Container Entertainment District shall be subject to the provisions of this Ordinance.

15. Event specific operational requirements upon which approval of the application was conditional when approved by Common Council.

G. Penalty. Any person, party, firm, corporation or licensee who violates any provision of this Ordinance shall, upon conviction, forfeit not less than Two Hundred Dollars (\$200.00) and not more than Five Hundred Dollars (\$500.00), plus the cost of prosecution, in addition to all applicable surcharges and assessments. A person may be incarcerated in the County Jail for not more than ninety (90) days for the nonpayment of their forfeiture.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

Proposed Amendment presented at 8/03/15 CC Meeting

SPONSOR: ALDERPERSON DAVID BOGDALA
CO-SPONSOR: ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON RHONDA JENKINS
ALDERPERSON STEVE BOSTROM
ALDERPERSON CURT WILSON

**TO CREATE SECTION 10.074 OF THE CODE OF GENERAL
ORDINANCES FOR THE CITY OF KENOSHA REGARDING
OUTDOOR OPEN CONTAINER ENTERTAINMENT DISTRICT**

Section One: Section 10.074 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

10.074 OPEN CONTAINER ENTERTAINMENT DISTRICT

A. Definitions. The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided:

- 1. “Alcoholic Beverages”** shall mean all fermented malt beverages and intoxicating liquors.
- 2. “Fermented Malt Beverages”** shall mean any beverage made by the alcohol fermentation of an infusion in potable water of barley malt and hops, with or without unmalted grains or decorticated and degerminated grains or sugar containing 0.5% or more of alcohol by volume.
- 3. “Intoxicating Liquor”** shall mean all ardent, spirituous, distilled or vinous liquors, liquids or compounds, whether medicated, proprietary, patented or not, and by whatever name called, containing 0.5% or more of alcohol by volume, which are beverages, but does not include “fermented malt beverages.”
- 4. “Licensed Premises”** shall mean premises issued a Class “B” License pursuant to Chapter 10 of the General Code of Ordinances and Chapter 125 Wisconsin Statutes, or issued a Brewer's Permit pursuant to Wisconsin Statute Section 125.29.
- 5. “Outdoor Open Container Entertainment District”** shall mean any public area including the streets, sidewalks and right-of-ways located within the City of Kenosha designated by the Common Council by an authorizing resolution to permit the possession and consumption of fermented malt beverages from an open container subject to the regulations contained within this Ordinance and Chapter 125 of the Wisconsin State Statutes.
- 6. “Open Container”** shall mean a paper or plastic cup which does not exceed 16 fluid ounces in size bearing a commercially printed name and/or logo of a Licensed Premises located within the Outdoor Open Container Entertainment District.

B. Outdoor Open Container Entertainment District Authority. Within areas of the city

designated as Outdoor Open Container Entertainment Districts, the possession and consumption of Fermented Malt Beverages purchased from a Licensed Premises in an Open Container is permitted, notwithstanding **Section 11.026** of the General Code of Ordinances.

C. Authorizing Resolution. An Authorizing Resolution **sponsored by the Mayor or the Alderperson of the district in which the proposed district will be located**, subject to the procedural requirements for Resolutions contained within Chapter I of the General Code of Ordinances, shall establish an Outdoor Open Container Entertainment District upon passage. Said Resolution shall include a description of the proposed district, including a map delineating the boundaries of the district and ~~the proposed days that the area will operate as an Outdoor Open Container Entertainment District.~~ **any district specific operational requirements for the proposed district.** An Outdoor Open Container Entertainment District may be permanent if so designated.

D. Termination of Outdoor Open Container Entertainment District. An Outdoor Open Container Entertainment District shall terminate in accordance with the terms of the Authorizing Resolution or sooner upon passage of a Resolution **sponsored by the Mayor or Alderperson of the district in which the proposed district is located** terminating the Outdoor Open Container Entertainment District, subject to the procedural requirements for Resolutions contained with Chapter I of the General Code of Ordinances.

E. Operational Requirements. Outdoor Open Container Entertainment Districts shall be subject to the following regulations.

1. Sale For District Consumption. A Licensed Premises licensed to dispense Fermented Malt Beverages by the drink for consumption on the Licensed Premises is authorized to dispense Fermented Malt Beverages in an Open Container to a person of legal drinking age for removal from the Licensed Premises, provided however, that no Licensee shall dispense to any person more than one such Fermented Malt Beverage at a time for removal from the Licensed Premises, and no person shall remove at one time more than one such Fermented Malt Beverage from the Licensed Premises.

2. Source of Fermented Malt Beverage. Open Containers of Fermented Malt Beverages within an Outdoor Open Container Entertainment District must be purchased from a Licensee on the Licensed Premises within the Outdoor Open Container Entertainment District. Alcohol in an Open Container within an Outdoor Open Container Entertainment District which has not been purchased from a Licensed Premises is prohibited.

3. Open Container. No container in which a Fermented Malt Beverage is dispensed and removed from the Licensed Premises shall exceed 16 fluid ounces in size. The container shall bear the commercially printed name and/or logo of the Licensed Premises from which it was dispensed.

4. District Dates of Operation. Open Container Entertainment District dates of operation shall be Fridays and Saturdays from June 1st through September 30th.

5. Hours of Operation. Open Containers of Fermented Malt Beverages shall not be permitted within an Outdoor Open Container Entertainment District between the hours of 12:00 a.m. and 6:00 p.m. A Licensee shall not allow the removal of alcohol in an Open Container for the consumption of alcohol off a Licensed Premises between the hours of 12:00 a.m. and 6:00 p.m.

6. Possession or consumption of Open Containers of alcoholic beverages within or upon any parking lot, parking facility or motor vehicle within the Outdoor Open Container Entertainment District

shall be prohibited unless otherwise permitted by Wisconsin State Statute.

7. Possession or consumption of alcoholic beverages by an underage person within an Outdoor Open Container Entertainment District is prohibited at all times **except as otherwise permitted by law**. All individuals wishing to possess **or consume** a Fermented Malt Beverage within an Outdoor Open Container District must have a wristband with **the** commercially printed name or logo issued by **the** authorized Licensee: **which sold the Fermented Malt Beverage to the individual**.

8. This Ordinance shall not be construed to prohibit the sale of alcoholic beverages in the original, unopened containers for off-premise consumption. However, consumption of alcoholic beverages sold in original, unopened containers for off-premise consumption shall not be permitted within the Outdoor Open Container Entertainment District.

9. Consumption of alcohol within an Outdoor Open Container Entertainment District from a can, bottle or a container which is not authorized pursuant to this Ordinance is prohibited.

10. Licensees shall not permit patrons to enter Licensed Premises with fermented malt beverages acquired at another Licensed Premise or outside the Outdoor Open Container Entertainment District.

11. Any Licensee permitting patrons to remove a Fermented Malt Beverage from the Licensed Premises for consumption within the Outdoor Open Container Entertainment District shall employ a person to monitor all exits of the Licensed Premises to ensure that all beverages are removed in accordance with this Ordinance.

12. Neither Licensees nor patrons shall refill an Open Container with alcoholic beverages not purchased from the Licensed Premises from which the Open Container originated.

13. No person shall exit a designated Outdoor Open Container Entertainment District with Fermented Malt Beverages purchased in an Open Container for consumption within the Outdoor Open Container Entertainment District.

14. Special events and areas temporarily licensed pursuant to Wisconsin Statutes Chapter 125, occurring within an Outdoor Open Container Entertainment District shall be subject to the provisions of this Ordinance.

15. District specific operational requirements defined within the Authorizing Resolution for the District.

EF. Administrative Suspension of Open Container Entertainment District. Upon written request made and filed with the City Clerk/Treasurer of the City of Kenosha by the Chief of Police, the Mayor may immediately suspend an Outdoor Open Container Entertainment District. A written Order of Administrative Suspension shall be served upon all Licensees within the Outdoor Open Container Entertainment District. An administrative suspension may last no longer than fifteen (15) days.

FG. Penalty. Any person, party, firm, corporation or licensee who violates any provision of this Ordinance shall, upon conviction, forfeit not less than Two Hundred Dollars (\$200.00) and not more than Five Hundred Dollars (\$500.00), plus the cost of prosecution, in addition to all applicable surcharges and assessments. A person may be incarcerated in the County Jail for not more than ninety (90) days for the nonpayment of their forfeiture.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA
CO-SPONSOR: ALDERPERSON PATRICK A. JULIANA

**TO REPEAL AND RECREATE SECTION 6.05 OF THE CODE OF
GENERAL ORDINANCES ENTITLED “PERMITS” RELATING
TO PERMIT REQUIREMENTS FOR USE OF CITY PARKS**

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

Section One: Section 6.05 of the Code of General Ordinances for the City of

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

6.05 PERMITS

A. Definitions.

“**Athletic competition**” means a sporting event participation in which requires participants or teams to pay a fee of any sort to an entity other than the City of Kenosha.

“**Not-For-Profit Entity**” means a governmental entity other than the City of Kenosha, a nonprofit corporation as that term is defined in Wis. Stat. §181.0103(17), or bona fide clubs, churches, lodges or societies, or posts of veterans organizations, which bona fide clubs, churches, lodges or societies, or posts of veterans organizations have been in existence for at least 6 months before the date of application for a permit under this Section 6.05.

“**Park Area**” means the portion of the park for which a permit is being requested, in addition to the parking lot in closest proximity to that portion of the park, and the pedestrian-travel area between the parking lot and the portion of the park for which the permit is being requested.

“**Sponsor**” when used as a verb with regard to an event, the term means to publicly endorse the event; when used as a noun, the term means an entity which is publicly endorsing the event.

B. Permits

1. Required. A permit shall be required under this Ordinance prior to and as a condition of any person, party, firm or corporation undertaking any of the following activities:

- a. Hold any assembly or gathering of two hundred fifty (250) or more persons.
- b. Engage in athletic competition.
- c. Reserve any athletic field for a date and time certain.
- d. Reserve any picnic area for a date and time certain.
- e. Sell food, beverage or any other product or service.

- f. Possess and consume fermented malt beverages and/or wine.
- g. Perform any act, otherwise prohibited.
- h. Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.
- i. Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.
- j. Hold an income-producing activity for other than a Not-For-Profit Entity.
- k. Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

The failure to obtain such permit shall be deemed a violation of this Ordinance.

2. **Permit Not Required.** A permit is not required for events sponsored by the City or the Board of Park Commissioners.

C. Application. Application for any permit above provided shall be made to the Superintendent of Parks in writing, and accompanied by the required fee or by an appropriate request for fee waiver. Such application shall be fully completed on City forms and shall define the activity desired to be engaged in, the park(s) or park area where the activity will be performed, the estimated attendance and other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the permit should be issued. The Board of Park Commissioners shall, from time to time, establish a written policy for the minimum and maximum time for submitting applications for activities subject to a permit on an activity-by-activity basis.

D. Permit Fees.

1. **Establishment.** Permit fees shall be as established by the Board of Park Commissioners, and kept on file in the Department of Public Works.

2. **Waiver.**

a. **Request.** A Not-For-Profit Entity may request a waiver of all or part of a fee otherwise required under this section.

b. **Procedure.** A request for waiver must be made in writing to the Board of Park Commissioners with the application for permit. The request must be signed and the information contained in the request be certified on personal knowledge, by a person authorized by the Not-For-Profit Entity that is making the application. The person making the request must identify the name of the Not-For-Profit Entity in whose name the request is being made, identify the names of all sponsors of the event, and assert that all sponsors are either the City or are Not-For-Profit Entities. A statement must be included as to the reason the fee should be waived. A false certification is deemed a violation of this Ordinance.

c. **Standards.** A fee may be waived in circumstances where the only sponsors are Not-For-Profit Entities.

d. **Withhold Permit Until Fee Paid.** Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the

issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

E. Leases And Concessions. Leases and Concession Agreements shall be subject to bids, requests for proposals or negotiated terms and conditions, reduced to a contract, reviewed and approved by the City Attorney as to form, and approved by the Board of Park Commissioners.

F. Permitting Authority.

1. Board Of Park Commissioners. The Board of Park Commissioners shall be responsible for granting leases, concession agreements, permits for a gathering of two hundred fifty (250) or more persons, for special events involving the sale or consumption of fermented malt beverages, and for determination of fees and charges.

2. Superintendent Of Parks. The Superintendent of Parks may grant any other permit or allow any activity authorized by this Ordinance, subject to a monthly report of permits being filed with and subject to the payment of fees and charges authorized by the Board of Park Commissioners. The decision of any of the above may be appealed to the Board of Park Commissioners.

G. Standards For Permit Issuance. The Permitting Authority shall consider the following standards for permit issuance:

1. The activity or use will be in compliance with applicable Federal, State, County and City laws, rules and regulations.

2. The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

3. The activity or use will not unreasonably interfere with the use of the park by the general public.

4. The activity or use will not unreasonably interfere with the peaceful use of the properties adjacent to the park.

5. The activity or use will not entail an unusual, extraordinary or burdensome expense to the City which is not recovered in the permit fees or charges.

6. The area which is the subject of the application is not reserved for another use or party at the day and hour for which requested.

7. The area requested is an area designated by the Board of Park Commissioners for the type of use requested and is otherwise available for use.

8. Other considerations:

a. Applications, where timely filed, shall be considered in order of priority determined by Permitting Authority, with due consideration for the need to distribute scarce resources on an equitable basis.

b. A permit shall not be denied where the activity constitutes free speech or right of assembly protected by the United States or Wisconsin Constitution, provided the above standards can be met.

c. The Board of Park Commissioners shall retain the right to reserve any park or area for any civic function or Commission sponsored event.

Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

H. Permit Conditions. The Permitting Authority shall have the right to impose reasonable permit conditions, including, but not limited to, the following:

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.
9. Report unsafe conditions in the Park Area to the Department of Public Works.
10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.
11. Supervise all persons using the Park Area under authority of the Park Use Agreement.
12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.
13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:
 - a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.
 - b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.
 - c. CLASS III RISK - Over \$1,000,000 per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involve a high liability risk, specifically including, but not limited to, circuses and carnivals.
14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

I. Revocation, NonRenewal and Suspension of Permits. The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea, said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

J. Time Limits. The following time limits shall apply in the application of this Section:

1. Board of Park Commissioners to act on Permit Application and/or request for fee waiver: Thirty (30) days.

2. Superintendent of Parks to act on Permit Application: Ten (10) days.

3. Appeal of any permitting decision of the Superintendent of Parks to the Board of Park Commissioners: Ten (10) days from actual receipt or twelve (12) days from date of postmark, whichever is longer.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA
CO-SPONSOR: ALDERPERSON PATRICK A. JULIANA

**TO REPEAL AND RECREATE SECTION 6.05 OF THE CODE OF
GENERAL ORDINANCES ENTITLED “PERMITS” RELATING
TO PERMIT REQUIREMENTS FOR USE OF CITY PARKS**

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

Section One: Section 6.05 of the Code of General Ordinances for the City of

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

6.05 PERMITS

A. Definitions.

“**Athletic competition**” means a sporting event participation in which requires participants or teams to pay a fee of any sort to an entity other than the City of Kenosha.

“**Not-For-Profit Entity**” means a governmental entity other than the City of Kenosha, a nonprofit corporation as that term is defined in Wis. Stat. §181.0103(17), or bona fide clubs, churches, lodges or societies, or posts of veterans organizations, which bona fide clubs, churches, lodges or societies, or posts of veterans organizations have been in existence for at least 6 months before the date of application for a permit under this Section 6.05.

“**Park Area**” means the portion of the park for which a permit is being requested, in addition to the parking lot in closest proximity to that portion of the park, and the pedestrian-travel area between the parking lot and the portion of the park for which the permit is being requested.

“**Sponsor**” when used as a verb with regard to an event, the term means to publicly endorse the event; when used as a noun, the term means an entity which is publicly endorsing the event.

BA. Permits

1. Required. A permit shall be required under this Ordinance prior to and as a condition of any person, party, firm or corporation undertaking any of the following activities:

- a1. Hold any assembly or gathering of two hundred fifty (250) or more persons.
- 2b. Engage in ~~organized~~ athletic competition ~~or team sports~~.
- c3. Reserve any athletic field for a date and time certain.
- d4. Reserve any picnic area for a date and time certain.
- e5. Sell food, beverage or any other product or service.

- f6. Possess and consume fermented malt beverages and/or wine.
- g7. Perform any act, otherwise prohibited.
- h8. Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.
 - i. Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.
 - j. Hold an income-producing activity for other than a Not-For-Profit Entity.
 - k. Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

The failure to obtain such permit shall be deemed a violation of this Ordinance.

2. **Permit Not Required.** A permit is not required for events sponsored by the City or the Board of Park Commissioners.

BC. Application. Application for any permit above provided shall be made to the Superintendent of Parks in writing, and accompanied by the required fee or by an appropriate request for fee waiver. Such application shall be fully completed on City forms and shall define the activity desired to be engaged in, the park(s) or park area where the activity will be performed, the estimated attendance and other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the permit should be issued. The Board of Park Commissioners shall, from time to time, establish a written policy for the minimum and maximum time for submitting applications for activities subject to a permit on an activity-by-activity basis.

CD. Permit Fees.

1. **Establishment.** Permit fees shall be as established by the Board of Park Commissioners, and kept on file in the Department of Public Works.

2. **Waiver.**

a. **Request.** A Not-For-Profit Entity may request a waiver of all or part of a fee otherwise required under this section.

b. **Procedure.** A request for waiver must be made in writing to the Board of Park Commissioners with the application for permit. The request must be signed and the information contained in the request be certified on personal knowledge, by a person authorized by the Not-For-Profit Entity that is making the application. The person making the request must identify the name of the Not-For-Profit Entity in whose name the request is being made, identify the names of all sponsors of the event, and assert that all sponsors are either the City or are Not-For-Profit Entities. A statement must be included as to the reason the fee should be waived. A false certification is deemed a violation of this Ordinance.

c. **Standards.** A fee may be waived in circumstances where the only sponsors are Not-For-Profit Entities.

d. **Withhold Permit Until Fee Paid.** Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the

issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

DE. Leases And Concessions. Leases and Concession Agreements shall be subject to bids, requests for proposals or negotiated terms and conditions, reduced to a contract, reviewed and approved by the City Attorney as to form, and approved by the Board of Park Commissioners.

EF. Permitting Authority.

1. Board Of Park Commissioners. The Board of Park Commissioners shall be responsible for granting leases, concession agreements, permits for a gathering of two hundred fifty (250) or more persons, for special events involving the sale or consumption of fermented malt beverages, and for determination of fees and charges.

2. Superintendent ~~Director~~ Of Parks. The Superintendent of Parks may grant any other permit or allow any activity authorized by this Ordinance, subject to a monthly report of permits being filed with and subject to the payment of fees and charges authorized by the Board of Park Commissioners. The decision of any of the above may be appealed to the Board of Park Commissioners.

FG. Standards For Permit Issuance. The Permitting Authority shall consider the following standards for permit issuance ~~and grant a permit only upon finding that:~~

1. The activity or use will be in compliance with applicable Federal, State, County and City laws, rules and regulations.

2. The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

3. The activity or use will not unreasonably interfere with the use of the park by the general public.

4. The activity or use will not unreasonably interfere with the peaceful use of the properties adjacent to the park.

5. The activity or use will not entail an unusual, extraordinary or burdensome expense to the City which is not recovered in the permit fees or charges.

6. The area which is the subject of the application is not reserved for another use or party at the day and hour for which requested.

7. The area requested is an area designated by the Board of Park Commissioners for the type of use requested and is otherwise available for use.

8. Other considerations:

a. Applications, where timely filed, shall be considered in order of priority determined by Permitting Authority, with due consideration for the need to distribute scarce resources on an equitable basis.

b. A permit shall not be denied where the activity constitutes free speech or right of assembly protected by the United States or Wisconsin Constitution, provided the above standards can be met.

c. The Board of Park Commissioners shall retain the right to reserve any park or area for any civic function or Commission sponsored event.

Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

GH. Permit Conditions. The Permitting Authority shall have the right to impose reasonable permit conditions, including, but not limited to, the following:

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.
9. Report unsafe conditions in the Park Area to the Department of Public Works.
10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.
11. Supervise all persons using the Park Area under authority of the Park Use Agreement.
12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.
13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:
 - a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.
 - b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.
 - c. CLASS III RISK - Over \$1,000,000 per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involved a high liability risk, specifically including, but not limited to, circuses and carnivals.
14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

HI. Revocation, NonRenewal and Suspension of Permits. The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea,

said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

IJ. Time Limits. The following time limits shall apply in the application of this Section:

- 1. Board of Park Commissioners to act on Permit Application **and/or request for fee waiver:** Thirty (30) days.
- 2. Superintendent of Parks to act on Permit Application: Ten (10) days.
- 3. Appeal of any permitting decision of the Superintendent of Parks to the Board of Park Commissioners: Ten (10) days from actual receipt or twelve (12) days from date of postmark, whichever is longer.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA
CO-SPONSOR: ALDERPERSON CURT WILSON
ALDERPERSON JAN MICHALSKI
ALDERPERSON ROCCO J. LAMACCHIA, SR.
ALDERPERSON SCOTT N. GORDON

**TO REPEAL SUBPARAGRAPH 5.046 J.3.a., AND TO RENUMBER
SUBPARAGRAPHS 5.046 J.3.b-q OF THE CODE OF GENERAL
ORDINANCES FOR THE CITY OF KENOSHA AS 5.046 J.3.a-p
REGARDING OUTDOOR DINING OPERATIONAL REGULATIONS**

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

Section One: Subparagraph 5.046 J.3.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Subparagraphs 5.046 J.3.b-q of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 5.046 J.3.a-p.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA
CO-SPONSOR: ALDERPERSON CURT WILSON
ALDERPERSON JAN MICHALSKI
ALDERPERSON ROCCO J. LAMACCHIA, SR.
ALDERPERSON SCOTT N. GORDON

**TO REPEAL SUBPARAGRAPHS 10.076 J.3.a., AND TO
RENUMBER SUBPARAGRAPHS 10.076 J.3.b-q OF THE
CODE OF GENERAL ORDINANCES FOR THE CITY OF
KENOSHA AS 10.076 J.3.a-p REGARDING OUTDOOR CAFE
AREA OPERATIONAL REGULATIONS**

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

Section One: Subparagraph 10.076 J.3.a. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

~~a. All persons occupying the Outdoor Cafe Area shall be required to be seated when consuming food and/or beverages.~~

Section Two: Subparagraphs 10.076 J.3.b-q of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 10.076 J.3.a-p.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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

FROM: Robert A. Newhouse, Property Maintenance Inspector *RN*
Department of Community Development and Inspections

SUBJECT: **Resolution to Rescind Special Charges for a Reinspection Fees in the Total Amount of \$1,366.00 for the Property Located at 2020 54th Street**

DATE: September 2, 2015

The owner of the subject property, Donald Andreoli, is requesting the rescindment of Special Charges in the total amount of \$1,366.00.

Case # H142046 (2020 54th Street, Lower Rear Unit)

August 21, 2014 Initial inspection conducted and orders posted (attached). I called Al Andreoli to explain that there was one (1) 24-hour violation, as a vehicle had hit the building, causing safety and egress hazards. We also discussed additional violations that were on the order.

August 22, 2014 A reinspection revealed that, per the order, the building was made secure by Misurelli Construction. Al Andreoli stated he had sold the house on a land contract to Guadalupe Perez. I explained that at this time, she was not listed in our system as the owner of record. At that time, Mr. Andreoli was aware of all violations.

December 1, 2014 A reinspection of the unit revealed additional violations. As of this date, had not received verification that an exterminator had treated the building for the roach infestation. The orders were re-issued to Guadalupe Perez.

January 7, 2015 A reinspection found no work done, nor had I had any contact with Ms. Perez.

January 8, 2015 A Final Notice was mailed to Guadalupe Perez.

February 11, 2015 A reinspection was conducted. No work was done. The first reinspection fee (\$72.00) was charged to the property. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on April 20, 2015 (See Resolution #58-15)

- March 27, 2015 A reinspection was conducted. No work was done; and, Ms. Perez had not contacted me. The second reinspection fee (\$90.00) was charged. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on June 15, 2015 (See Resolution #84-15)
- April 27, 2015 A reinspection was conducted. No work was done; and, Ms. Perez had not contacted me. The third reinspection fee (\$180.00) was charged. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on July 20, 2015 (See Resolution #95-15)
- May 5, 2015 I spoke with Al Andreoli. He stated the property was in foreclosure. Reinspection fees were suspended at this time.
- May-July, 2015 Attempted several times to schedule a reinspection with the complainant; but, there was no answer. Tried repeatedly by mail and by phone to reach the owner of record, at this time Guadalupe Perez (although it was her responsibility to contact me).

Case #H142481 (2020 54th Street, Upper Rear):

- December 1, 2014 Initial inspection conducted and orders posted (attached). (Order issued to owner of record, Guadalupe Perez)
- January 6, 2015 A reinspection revealed no work done – no contact from owner.
- January 8, 2015 A Final Notice was sent.
- February 11, 2015 A reinspection was conducted. No work was done and no contact with owner. The first reinspection fee (\$72.00) was charged to the property. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on April 20, 2015 (See Resolution #58-15)
- March 27, 2015 A reinspection was conducted. No work was done; and, Ms. Perez had not contacted me. The second reinspection fee (\$90.00) was charged. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on June 15, 2015 (See Resolution #84-15)
At this time, the tenant was moving out; and, I would have no access to the building except through the owner to conduct further inspections.
- April – July, 2015 Repeated attempts to contact Guadalupe Perez were unsuccessful

May 5, 2015 I spoke with Al Andreoli. He stated the property was in foreclosure. Reinspection fees were suspended at this time.

Case #H150029 (2020 54th Street, Lower Front):

January 9, 2015 Initial inspection conducted and orders posted. The complainant stated that he tried numerous times to explain the problems to his landlord, Guadalupe Perez; and, that the only time he saw her was when she picked up the rent.

February 11, 2015 A reinspection revealed that no work was done. Neither I nor the complainant had heard from the owner.

March 30, 2015 A reinspection was conducted. No work was done. The first reinspection fee (\$72.00) was charged to the property. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on June 15, 2015 (See Resolution #84-15)

April 30, 2015 A reinspection was conducted. No work was done. The second reinspection fee (\$90.00) was charged. The reinspection fee remained unpaid and the fee, along with a \$100.00 administrative fee, was assessed as a Special Charge on July 20, 2015 (See Resolution #95-15)

April 30, 2015 I spoke with Al Andreoli. He informed me that Guadalupe Perez was still the owner.

May 5, 2015 I spoke with Al Andreoli. He stated the property was in foreclosure. Reinspection fees were suspended at this time.

May – July, 2015 Attempted to conduct inspection in unit several times; but, was unsuccessful. Did not hear from Ms. Perez during this time.

July 6, 2015 I received a work order from Wally Ross, owner of Critter Gitters, stating he is treating the building for roaches and bedbugs.

The following is additional information subsequent to the deferral of the item by the Finance Committee on August 17, 2015

1. The owner of the property, Andreoli Trust, was aware of the initial Order to Repair

The initial order was issued on August 21, 2014, to the Andreoli Trust, which was the responsible party at that time per the City of Kenosha Assessor's records. Although the Land Contract, which was a contractual agreement between the Andreoli Trust and Guadalupe Perez, is dated July 1, 2014, it was not recorded and was not public record until September 8, 2014.

2. The Andreoli Trust had the ability to look up existing and pending Special Charges on the property through the City of Kenosha Website.

While in the foreclosure process and prior to the Deed in Lieu, it should be the Andreoli Trust's responsibility to obtain information on any open Orders to Repair or Special Charges and use that information in determination of monies due from vendee.

3. The Reinspection Fees are Specially Charged to the real estate, not the owner of record.

The Reinspection Fees were properly issued following Community Development and Inspections Policy and Procedure and were Specially Charged against the Real Estate per the Code of General Ordinances. The fees became part of the real estate record and are payable to the City regardless if there is a change in ownership.

Recommendation:

This four-unit building has had numerous cases over the years. The above three (3) complaints were received within a six-month period. The only violation that was complied was the initial repair of the building where a car had hit it. Guadalupe Perez was absent from managing her property, and did not keep in contact with me. Mr. Andreoli was aware that the violations were not being corrected under Ms. Perez's ownership.

The Reinspection Fees were properly issued to the owner of record at the time according to our Property Maintenance Policies and Procedures. They were assessed as a Special Charge against the property (not the owner) according to City Ordinance, and as such, remain with the property when ownership is transferred.

Staff recommends that all reinspection fees be upheld.

RAN:saz
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Two (2) Special Charges Levied by Resolution
No. 058-15 against Parcel No. 12-223-31-331-006
(2020 54th Street, a.k.a. 5323 21st Avenue)
Kenosha, Wisconsin**

WHEREAS, on April 20, 2015, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 058-15 levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Donald Andreoli, that two (2) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that two (2) special charges of \$172.00 each, for a total amount of \$344.00, levied by Resolution No. 058-15 against Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$344.00.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Three (3) Special Charges Levied by Resolution
No. 084-15 against Parcel No. 12-223-31-331-006
(2020 54th Street, a.k.a. 5323 21st Avenue)
Kenosha, Wisconsin**

WHEREAS, on June 15, 2015, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 084-15 levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Donald Andreoli, that three (3) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that three (3) special charges - one of \$172.00, one of \$190.00, and one of \$190.00, for a total amount of \$552.00, levied by Resolution No. 084-15 against Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$552.00.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Two (2) Special Charges Levied by Resolution
No. 095-15 against Parcel No. 12-223-31-331-006
(2020 54th Street, a.k.a. 5323 21st Avenue)
Kenosha, Wisconsin**

WHEREAS, on July 20, 2015, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 095-15 levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Donald Andreoli, that two (2) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that two (2) special charges - one of \$190.00 and one of \$280.00, for a total amount of \$470.00, levied by Resolution No. 095-15 against Parcel No. 12-223-31-331-006 (2020 54th Street), Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$470.00.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

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

APPEAL FORM

Property Address: 2020 54th Street Date: July 27, 2015

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: \$572.70

Property Owner: Donald, Roger, & Albert Andreoli

Petitioner: Donald Andreoli

Mailing Address: 2616 23rd Street Kenosha, WI 53140

Home Phone Number: 262-551-9215 Daytime Phone Number: 262 960 5760

E-mail Address: _____

Reason for Appeal (if more space is needed, please attach information to this form): We sold this property on a land contract. The owner defaulted on the contract and the ownership was restored to us.

The previous owner did not comply with orders from the Housing Dept. and put a Special Assessment on the property.

When we took ownership of the property, we contacted the Housing Dept. to find out what the orders were on the various apartment. I believe we have complied with the orders.

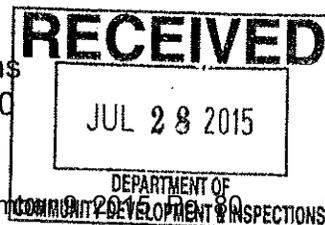
We have been in the rental business for approximately 50 years and have always complied with the Housing Dept. whenever we received a complaint.

This assessment was for the failure of the previous owner to comply with the Housing Dept.

I do not think it would be fair if we are held responsible for her bad judgement.

Petitioner's Signature: Donald Andreoli

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



CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 02/13/15

Case # H142046

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 05323 021 AV

Parcel Number: 12-223-31-331-0060

Inspection Date: 02/11/15

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: 03/16/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

September 9, 2015 Pg. 81

Common Council Agenda Items I.1.- I.3.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 02/13/15

Case # H142481

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 05323 021 AV

Parcel Number: 12-223-31-331-0060

Inspection Date: 02/11/15

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: 03/16/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

September 9, 2015 Pg. 82

Common Council Agenda Items I.1.- I.3.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 04/02/15

Case # H150029

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 02020 054 ST

Parcel Number: 12-223-31-331-0060

Inspection Date: 03/30/15

Amount to be Paid: \$72.00

Payable to the City of Kenosha on or Before: 05/04/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

September 9, 2015 Pg. 83

Common Council Agenda Items I.1.- I.3.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 04/02/15

Case # H142046

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 05323 021 AV

Parcel Number: 12-223-31-331-0060

Inspection Date: 03/27/15

Amount to be Paid: \$90.00

Payable to the City of Kenosha on or Before: 05/04/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 04/02/15

Case # H142481

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 05323 021 AV

Parcel Number: 12-223-31-331-0060

Inspection Date: 03/27/15

Amount to be Paid: \$90.00

Payable to the City of Kenosha on or Before: 05/04/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 05/01/15

Case # H142046

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 05323 021 AV

Parcel Number: 12-223-31-331-0060

Inspection Date: 04/27/15

Amount to be Paid: \$180.00

Payable to the City of Kenosha on or Before: 06/01/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

September 9, 2015 Pg. 86

Common Council Agenda Items I.1.- I.3.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

GUADALUPE PEREZ
6393 CUNNINGHAM CT
GURNEE, IL 60031

Billing Date: 05/01/15

Case # H150029

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 02020 054 ST

Parcel Number: 12-223-31-331-0060

Inspection Date: 04/30/15

Amount to be Paid: \$90.00

Payable to the City of Kenosha on or Before: 06/01/15

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 assessment against the real estate upon which the reinspections were made.

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 for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

September 9, 2015 Pg. 87

Common Council Agenda Items I.1.- I.3.

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: 5323 21st Ave. Case #: H-42046
LUPC - MANAGER

Violator: Same As Owner Owner: Don Albert Roger + Sharon
Andreati
2616 23rd St.
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: 24 HOURS Violations and Required Corrections:
Interior entry door not secure due to damage from car hitting building. Door off hinges, not latching and beat. Main source of egress is currently unavailable. Repair within 24 hours of posting. Ch. 16.19 F, Ch. 16.25 B (1)
September 22, 2014 Live Roach Activity. Professional extermination needed with proof of treatment plan furnished to our department. Ch. 16.21 A
September 22, 2014 Bathroom door not latching. Door knob loose. Repair. Ch. 16.19 M
September 22, 2014 Rear Center Room Door not latching. Ch. 16.19 W
September 22, 2014 Broken window, rear center room, needs repair. Ch. 16.18 L.
September 22, 2014 Outlot cover missing, rear center room. Ch. 16.24 E (1)

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4273

Robert Newhouse Inspector August 21, 2014 Date of Inspection

Posted 21st Day of August, 2014 by Robert Newhouse Inspector, Property Maintenance Division

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: 5323 21st Ave., lower Case #: H142046

Violator: Same As Owner

Owner: Dow, Albert, Roger + Sharon
Andreoli
2616 23rd St.
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:

September 22, 2014 Major wall damage in living room. Repair wall and window frame. Ch. 16.19 A ✓12/

EXTERIOR:

September 22, 2014 Exterior door damaged. Door frame damaged. Exterior walls damaged (North west corner, West wall), and in need of major repair. Structural integrity may need to be reviewed by licensed structural engineer. Ch. 16.18 A, Ch. 16.18 M ✓12/1

If you have any questions, please contact your inspector at 262. 653.4273

Robert Newhouse
Inspector

August 21, 2014
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 21st Day of August, 2014

Robert Newhouse
Inspector, Property Maintenance Division

ORDER TO REPAIR

AMENDED ORDER (ISSUED TO NEW OWNER)

City of Kenosha
Department of Community Development and Inspections
625 52nd Street, Room 100, 262.653.4263

Location of Violation: 5323 21st Avenue
Case #: H142046
Owner/Violator: Guadalupe Perez
6393 Cunningham Court
Gurnee, IL 60031

You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by January 5, 2015, (except where otherwise noted). Repairs shall be made in a workmanlike manner.

1. Professional extermination of roaches is required for all apartments and common areas in building. A work order and receipt must be submitted to your inspector by December 17, 2014 Section 16.21

Bathroom

2. Repair door that is not latching and has a loose doorknob. Section 16.19 M
3. Repair loose shower pipe. Section 16.23 D
4. Repair damaged wall near shower area. Section 16.19 A
5. Replace light fixture cover that is missing and exposing wires. Section 16.24 A

Kitchen:

6. Repair/replace missing drawer facing. Section 16.19 A
7. Repair/replace damaged flooring near threshold. Section 16.19 A

Rear Room Near Bathroom:

8. Repair door that is not latching properly. Section 16.19 A
9. Replace missing outlet cover. Section 16.24 E(1)
10. Repair/replace broken window. Section 16.18 L

General:

11. Install door viewer on entry door. Section 16.18 M(1)
12. Repair corner, where there is a gap from previous repair. Section 16.19 A

Please see the attached page for important information.

Robert A. Newhouse, Inspector Robert Newhouse

Date of Inspection December 1, 2014

Posted on Dec. 2, 2014 by Robert Newhouse

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: H142046
January 8, 2015

FINAL NOTICE

Guadalupe Perez
6393 Cunningham Court
Gurnee, IL 60031

Dear Ms. Perez:

Subject: Property Maintenance Code Violations at 5323 21st Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on August 21, 2014. 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 **January 26, 2015**, you will be issued up to twelve (12) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ Live roach activity. Professional extermination needed for all apartments in building and common areas. Work order and receipt from licensed exterminator must be submitted to this department.

Bathroom:

- ◆ Repair door that is not latching and has a loose door knob
- ◆ Repair loose shower pipe
- ◆ Repair damaged wall near shower area
- ◆ Repair light fixture that has exposed wires and a missing cover

Kitchen:

- ◆ Repair/replace missing drawer facing
- ◆ Repair/replace damaged flooring near threshold

September 9, 2015 Pg. 91

Final Notice
5323 21st Avenue
Page 2

Rear Room Near Bathroom:

- ◆ Repair door that is not latching properly
- ◆ Replace missing outlet cover
- ◆ Repair/replace broken window

General:

- ◆ Install door viewer on entry door
- ◆ Repair corner where there is a gap from previous repair

Please call me at 262.653.4273 or e-mail me at rnewhouse@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS



Robert A. Newhouse
Property Maintenance Inspector

RAN:saz

ORDER TO REPAIR

City of Kenosha
Department of Community Development and Inspections
625 52nd Street, Room 100, 262.653.4263

Location of Violation: 5323 21st Avenue, Upper
Case #: H142481
Owner/Violator: Guadalupe Perez
6393 Cunningham Court
Gurnee, IL 60031

You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by **January 5, 2015** (except where otherwise noted). 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.

General:

1. Professional extermination of roaches, bedbugs, and mice is required for all apartments and common areas in building. A work order and receipt must be submitted to your inspector by **December 17, 2014** Section 16.21
2. Repair thermostat, which is hanging from wires and not secured to wall. Section 16.21 A, B, C
3. Install working smoke detector

Kitchen:

4. Replace missing drawer facing. Section 16.19 A
5. Repair damaged door frame & door to be weathertight - there are large gaps. Section 16.18 M
6. Repair damaged ceiling and wall where there is a hole (west) wall. Section 16.19 A

Bathroom:

7. Repair wall and fasten vent cover on east. Section 16.19 A
8. Repair vanity where damaged. Section 16.19 A
9. Repair/patch hole in shower surround that is currently not waterproof. Section 16.19 A
10. Repair broken window. Section 16.18 L
11. Repair broken door latch. Door must provide privacy. Section 16,18 M

Living Room:

12. Repair broken window. Section 16.18 L
13. Cap wires in living room ceiling fixture or replace with working fixture. Section 16.24 E

South Bedroom:

14. Install outlet cover where missing. Section 16.24 E (1)
15. Install handle where missing on door. Section 16.18 M

Please see attached page for important information

Robert A. Newhouse, Inspector Robert Newhouse

Date of Inspection December 1, 2014

Posted on Dec. 3, 2014 by Robert Newhouse September 9, 2015 Pg. 93

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: H142481
January 8, 2015

FINAL NOTICE

Guadalupe Perez
6393 Cunningham Court
Gurnee, IL 60031

Dear Ms. Perez:

Subject: Property Maintenance Code Violations at 5323 21st Avenue, Upper

To date, you have not completed the repairs required by the *Order to Repair* issued to you on December 1, 2014. 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 **January 26, 2015**, you will be issued up to fifteen (15) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ Mice, roaches, and bedbug infestation. Professional extermination needed for all apartments in building and common areas. A work order and receipt from a licensed exterminator must be submitted to this department
- ◆ Repair thermostat, which is hanging from wires and not secured to the wall
- ◆ Install working smoke detector

Kitchen:

- ◆ Replace missing drawer facing
- ◆ Repair damaged door frame and repair door to be weathertight, as there are currently large gaps
- ◆ Repair damaged ceiling and west wall where there is a hole

Bathroom:

- ◆ Repair wall and fasten vent cover on east side
- ◆ Repair vanity where damaged
- ◆ Repair/patch hole in shower surround; surround is currently not water-proof
- ◆ Repair broken window
- ◆ Repair broken door latch - door must provide privacy

September 9, 2015 Pg. 94

Common Council Agenda Items I.1.- I.3.

Final Notice
5323 21st Avenue, Upper
Page 2

Living Room:

- ◆ Repair broken window
- ◆ Cap wires in living room ceiling fixture or replace with working fixture

South Bedroom:

- ◆ Replace missing outlet cover
- ◆ Install missing handle on door

Please call me at 262.653.4273 or e-mail me at rnewhouse@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS



Robert A. Newhouse
Property Maintenance Inspector

RAN:saz

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: 2020 54th ST., Lower Front Case #: H150029

Violator: Same As Owner

Owner: Guadalupe Perez
6393 Cunningham Ct.
Gurnee, IL 60031

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:
Feb. 9, 2015 Repair entry door to make it weather tight. Large gaps on top and bottom of door. Ch. 16.18 M
Feb. 9, 2015 Repair loose interior door frame. Currently a security hazard as deadbolt and latch move with frame. Ch. 16.19 F.
Feb. 9, 2015 Repair hole in entry hallway wall. Ch. 16.19 A
Feb. 9, 2015 Install working smoke detector in unit. Currently, there are none.

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. 4273

Robert Newhouse
Inspector

JANUARY 9, 2015
Date of Inspection

Posted 9th Day of JANUARY, 20 15 by

Robert Newhouse
Inspector, Property Maintenance Division

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: H150029
February 16, 2015

FINAL NOTICE

Guadalupe Perez
6393 Cunningham Court
Gurnee, IL 60031

Dear Mr. Perez:

Subject: Property Maintenance Code Violations at 2020 54th Street, Lower Front

To date, you have not completed the repairs required by the *Order to Repair* issued to you on January 9, 2015. 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 **March 4, 2015**, you will be issued up to four (4) citation(s) at a minimum of \$187.00 each for the following items:

- ① Repair entry door, which is not weathertight
- ② Repair loose interior door frame; deadbolt and latch move with frame and are not secure
- ③ Repair hole on entry hallway wall
- ④ Install working smoke detector in unit

Please call me at 262.653.4273 or e-mail me at rnewhouse@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS

Handwritten signature of Robert A. Newhouse in cursive.

Robert A. Newhouse
Property Maintenance Inspector

RAN:saz



August 24, 2015

Donald Andreoli
2616 23rd Street
Kenosha, WI 53140

Dear Mr. Andreoli:

Subject: Request for Rescindment of Reinspection Fees – 2020 54th Street

In accordance with the decision of the Finance Committee and the Common Council at the August 17, 2015, meeting(s), please be advised that your request as noted above was deferred until the September 9, 2015 meetings.

The City of Kenosha Finance Committee will again review your above-referenced request at their regular meeting to be held on WEDNESDAY, September 9, 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 262.653.4273 or szampanti@kenosha.org.

Sincerely,

Robert A. Newhouse
Property Maintenance Inspector

RAN:saz

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$1,247.95 for Trash and Debris Removal

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

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

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Kenosha County Department of Human Services dated August 17, 2015, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$1,247.95 are levied against the respective parcels of property listed in the report of the Kenosha County Department of Human Services on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

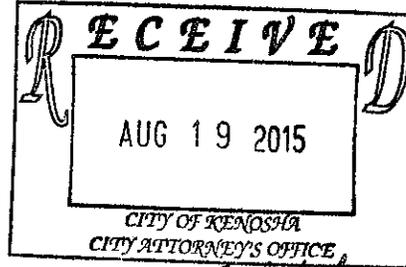
Cynthia Johnson, Director, Health Officer
Division of Health Services
Job Center / Human Services Building
8600 Sheridan Road, Suite 600
Kenosha, WI 53143-6515
Phone (262) 605-6700
Fax: (262) 605-6715

DATE: 17-Aug-15

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

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



Mark Melotik 8/18/15

1.) **6811 14th Ave** PARCEL # 05-123-06-313-005

OWNER OF RECORD:

Bonnie Roberts

6811 14th Avenue
Kenosha WI 53144

Cleanup Date: 6/8/2015

ASSESSMENT:

Administrative Fee	75.00
Clean up	80.75
Certified Mail	0.00
Publication Cost	0.00
TOTAL:	155.75

2.) **5402 25th Ave** PARCEL # 09-222-36-407-001

OWNER OF RECORD:

Samuel J & Jane L Hood
3907 Phillip
Zion IL 60099

Cleanup Date: 6/19/2015

ASSESSMENT:

Administrative Fee	75.00
Clean up	204.25
Certified Mail	0.00
Publication Cost	0.00
TOTAL:	279.25

3.) **2018 57th Street** PARCEL # 12-223-31-354-030

OWNER OF RECORD:

Nevrus & Afijet Aliu
6032 60th Ave
Kenosha WI 53142

Cleanup Date: 6/19/2015

ASSESSMENT:

Administrative Fee	75.00
Clean up	204.25
Certified Mail	0.00
Publication Cost	0.00
TOTAL:	279.25

4.) **7420 27th Avenue** PARCEL # 01-122-01-458-024

OWNER OF RECORD:

Tabitha Mae Crocker
7420 27th Ave
Kenosha WI 53143

Cleanup Date: 7/29/2015

ASSESSMENT:

Administrative Fee	75.00
Clean up	451.25
Certified Mail	7.45
Publication Cost	0.00
TOTAL:	533.70

CHARTER 26 TOTAL	\$ 1,247.95
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RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC
SAFETY AND WELFARE

TO REMOVE THE EXISTING 2 HR PARKING RESTRICTION
ON THE EAST AND WEST SIDE OF 22ND AVENUE FROM
75TH STREET TO 76TH STREET (District 13)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin,
that the existing "2 (Two) Hour Parking restriction on the east and west side of 22nd Avenue from
75th Street to 76th Street is removed and rescinded.

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

RESOLUTION _____

SPONSOR: DAVE PAFF

**TO URGE THE DEMOCRATIC NATIONAL COMMITTEE TO
HOLD A 2016 PRESIDENTIAL PRIMARY DEBATE IN THE
CITY OF KENOSHA, WISCONSIN**

WHEREAS, the Democratic National Committee has recently announced that the final Democratic Party debate of the 2016 primary season for the office of President of the United States will be held in Wisconsin in either February or March, 2016; and

WHEREAS, the location of the debate has yet to be finalized; and

WHEREAS, Kenosha County is a “purple” county (the color designation meaning that no political party has overwhelming support) in a “purple” state, with local, state, and federal representation by members of the Democratic Party and of the Republican Party; and

WHEREAS, the City of Kenosha is the fourth largest city in the state of Wisconsin and is the only city in Kenosha County; and

WHEREAS, the City of Kenosha and the Kenosha County are situated in the corridor between Milwaukee and Chicago, and are logistically proximate to media outlets in both communities; and

WHEREAS, despite Governor Walker's rejection of the economic opportunity for the City that would have been afforded by the proposed Hardrock Casino development, the City of Kenosha has had economic development, including the opening of a distribution center for a nationally-recognized retailer; and

WHEREAS, Kenosha County features a population that is diverse racially, economically, socially, and politically; and

WHEREAS, because of the political diversity of Kenosha, as opposed to the notoriously consistent political leanings of cities such as Milwaukee and Madison, the City of Kenosha offers an opportunity to the Democratic National Committee to hold its debate in a venue that will allow it to demonstrate its commitment to communicate its candidates' messages to all of the people in Wisconsin.

NOW THEREFORE BE IT RESOLVED, that the Common Council for the City of Kenosha, Wisconsin urges the Democratic National Committee to hold its 2016 Presidential Primary debate in Kenosha, Wisconsin.

BE IT FURTHER RESOLVED, that the City Clerk/Treasurer is directed to send a copy of this resolution to the Democratic National Committee and the Democratic Party of Wisconsin.

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION _____

SPONSOR: ALDERPERSON DAVE PAFF
CO-SPONSOR: ALDERPERSON DANIEL PROZANSKI, JR.
ALDERPERSON KEITH W. ROSENBERG

**TO CREATE THE SECOND FIRE DEPARTMENT
UTILIZATION REPORT ANALYSIS COMMISSION**

WHEREAS, the City is obligated to ensure that fire prevention, fire suppression, and emergency medical services are provided to its community with the appropriate balance of service level and cost; and

WHEREAS, recent growth and development in urban centers as well as growth on the outskirts of the City had raised questions about the current fire station and emergency medical service resources; and

WHEREAS, the City commissioned Baker, Tilly, Virchow, Krause, LLP (“Baker Tilly”) to conduct an analysis to determine whether appropriate resources, specifically emergency medical service units and fire stations, exist to support emergency response services that meet the current needs of the community; and

WHEREAS, on December 4, 2014, Baker Tilly issued its final report to the City of Kenosha entitled "Needs Assessment Study for City of Kenosha Fire Department Relative to an Additional Fire Station and Medical Rescue Squad" ("Final Report"); and

WHEREAS, the Final Report consists of 31 pages including graphs, tables, and charts; and

WHEREAS, the Common Council would benefit from an analysis of the Baker Tilly Final Report; and

WHEREAS, on March 5, 2015, by Resolution 42-15 the Common Council for the City of Kenosha created an *ad hoc* commission entitled “the Fire Department Utilization Report Analysis Commission”, to review, and analyze a report from Baker Tilly Virchow Krause, LLP entitled “Needs Assessment Study for City of Kenosha Fire Department Relative to an Additional Fire Station and Medical Rescue Squad”

WHEREAS, Resolution 42-15 required that the *ad hoc* Fire Department Utilization Report Analysis Commission remain in existence until the earlier of its report to the Common Council or August 1, 2015; and

WHEREAS, the original Fire Department Utilization Report Analysis Commission did not issue a report prior its expiration.

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Kenosha does hereby create an *ad hoc* commission entitled the “Second Fire Department Utilization Report Analysis Commission”, which will be charged with review, analysis, and report to the Common Council on the December 4, 2014 “Needs Assessment Study for City of Kenosha Fire Department Relative to an Additional Fire Station and Medical Rescue Squad”.

BE IT FURTHER RESOLVED that the Fire Department Utilization Report Analysis Commission will be comprised of the Mayor (or an appointee of the Mayor), the committee chairs of the Common Council's committees on Public Safety & Welfare, Finance, and Public Works (or appointees from the committees by the respective chairs), the Fire Chief (or a member of fire administration appointed by the Fire Chief), the Division Chief of the Emergency Medical Services Division of the Fire Department (and not an appointee thereof), and the President of the International Association of Firefighters Union, Local 414 (or a member of that Union appointed by its President), which appointees may be permanent appointees for the duration of the

existence of the Commission or temporary appointees, appointed for a particular meeting or meetings or responsibilities.

BE IT FURTHER RESOLVED that the *ad hoc* Second Fire Department Utilization Report Analysis Commission shall issue its initial report to the Common Council by October 1, 2015.

BE IT FURTHER RESOLVED that the *ad hoc* Second Fire Department Utilization Report Analysis Commission shall remain in existence until December 31, 2015.

BE IT FURTHER RESOLVED that the *ad hoc* Second Fire Department Utilization Report Analysis Commission shall have no budget, but the Mayor may appoint City employees to provide administrative services to the Commission.

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: A. Zohrab Khaligian, Community Development Specialist *AZK*

RE: **Resolution by the Mayor - Second Amendment and Restated Development Financing Agreement with Respect to Towne Investments Project (TID #12) (BPOK 3, LLC)**

DATE: September 9, 2015

This is a request to adopt the Resolution authorizing a Second Amended and Restated Development Financing Agreement (TID #12) between BPOK 3, LLC and City of Kenosha.

The Agreement was referred to and approved by the Finance Committee and Common Council on Monday, April 6, 2015. However, the Resolution was not referred and approved.

TID #12 was created on April 7, 2008. The purpose was to provide up to a \$465,000 TID Development Grant to assist in the construction of a 100,000-195,000 s.f. industrial facility. As stated in the attached Agreement, the original Development Financing Agreement was adopted on December 8, 2008 and then amended on March 3, 2011.

The main purpose of the Amendment is to provide the developer with an additional five (5) years to develop the site. The attached Cash Flow Projection shows that the TID will cash flow even with this five (5) year extension.

PLEASE NOTE: This is a developer "pay-as-you-go" TID. As a result, the developer borrows and pays for all improvements and is "reimbursed" by the City with the property taxes paid on the development.

Please contact me at 653-4041 or zkhaligian@kenosha.org if you have any questions. I will be available at the Common Council meeting on September 9, 2015 to answer any questions.

AZK:kas
Attachment

RESOLUTION NO. _____

By: THE MAYOR

**SECOND AMENDED AND RESTATED DEVELOPMENT FINANCING AGREEMENT
WITH RESPECT TO TOWNE INVESTMENTS PROJECT
(TID #12) (BPOK 3, LLC)**

WHEREAS, Tax Incremental District #12 ("TID # 12") has been established by the City of Kenosha, Wisconsin (the "City") for the purpose of promoting industrial development in the City; and

WHEREAS, in order to further its industrial development efforts in TID # 12, the City entered into a Development Financing Agreement dated as of December 8, 2008 (the "Development Agreement") with 5111 South 9th Street LLC, a Wisconsin limited liability company, Whitley Bay Marina, Inc., a Florida corporation, BMD LakeView Land LLC, a Wisconsin limited liability company, Arthur W. and Mary Ann Wigchers Revocable Trust dated April 19, 1995, Bernacchi Properties LLC, a Wisconsin limited liability company and Kersey Family LLC, a Wisconsin limited liability company (collectively, the "Original Developer Parties"); and

WHEREAS, pursuant to the terms of the Development Agreement and the Resolution that approved the Development Agreement (the "Bond Resolution"), the City issued to the Original Developer Parties a Tax Increment Project Revenue Bond (the "Bond") payable solely from tax increments generated from the Developer's Property as defined in the Development Agreement; and

WHEREAS, the Original Developer Parties transferred the Property to a limited liability company known as BPOK 3 LLC ("BPOK") and the City and BPOK entered into an Amended and Restated Development Financing Agreement (the "First Amendment") pursuant to which BPOK replaced the Original Developer Parties as Developer under the Agreement; and

WHEREAS, because the development provided for under the Development Agreement did not occur as quickly as anticipated; the First Amendment also extended the deadline for the final determination of the cost of the Developer's improvements and the principal amount of the Bond; and

WHEREAS, BPOK has requested that the deadline for determination of the cost of the Developer's improvements and the principal amount of the Bond be further extended to October 1, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, as follows:

Section 1. Authorization of Second Amended and Restated Development Agreement A Second Amended and Restated Development Agreement with BPOK, in substantially the form attached hereto, is approved, and the Mayor and City Clerk are authorized and directed to execute the Second Amended and Restated Development Agreement, by and on behalf of the City.

Section 2. Amendments to Bond. (a) For the purpose of financing industrial development projects in TID #12, as provided for under the Second Amended and Restated Development Agreement, the City shall issue an amended Tax Increment Project Revenue Bond (the "Amended Bond") to the Developer in consideration for the obligations undertaken by the Developer under the Second Amended and Restated Development Agreement. The Amended Bond shall have the terms set forth in the Second Amended and Restated Development Agreement and shall be in substantially the form set forth on Exhibit E to the Second Amended and Restated Development Agreement. The Amended Bond shall be delivered to the Developer in exchange for the Bond issued under the First Amendment.

Section 3. General Authorizations. The Mayor and City Clerk and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Second Amended and Restated Development Agreement and the Amended Bond.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Second Amended and Restated Development Agreement or the Amended Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the City.

Section 4. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Section 6. Prior Bond Resolution. Except as specifically provided herein and in the Second Amended and Restated Development Agreement, the Bond Resolution shall remain in full force and effect and shall govern the terms of payment of and security for the Amended Bond.

Adopted this ____ day of _____, 2015

Attest: _____, City Clerk
Debra Salas

Approved: _____, Mayor Dated _____, 2015
Keith G. Bosman

Drafted by: Brian G. Lanser, Quarles and Brady, LLP

ATTACHMENT I

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT (TID #12) BPOK 3, LLC**

**SECOND AMENDED AND RESTATED
DEVELOPMENT FINANCING AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 12)**

THIS SECOND AMENDED AND RESTATED DEVELOPMENT FINANCING AGREEMENT (TAX INCREMENTAL DISTRICT NO. 12) (“Agreement”) entered into as of this _____ day of September, 2015, is the second amendment and restatement of the Development Financing Agreement (Tax Incremental District No. 12) entered into as of the 8th day of December, 2008, as initially amended and restated on the 3rd day of March, 2011 (“Development Agreement”), between the City of Kenosha, Wisconsin (“City”) BPOK 3 LLC, a Wisconsin limited liability company (“Developer”).

WHEREAS, the Development Agreement involves the real property described on Exhibit A (“Property”);

WHEREAS, the Development Agreement provided for the development of the Property for industrial use as described on Exhibit B;

WHEREAS, the Property is located in the City's Tax Incremental District No. 12 (“District”) which the City has established in order to finance project costs within the District as permitted under Wis. Stats. Section 66.1105;

WHEREAS, the Development Agreement provided for the construction of improvements on the Property as described on Exhibit C to be completed by October 1, 2015 (“Developer's Improvements”);

WHEREAS, Developer is the successor in interest to the original developer/party to the Development Agreement and is currently obligated to perform the duties of the developer under the Development Agreement as amended and restated on March 3, 2011;

WHEREAS, Developer plans to complete construction of the Developer's Improvements by October 1, 2020;

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund the costs of the Developer's Improvements (“Project Costs”), as provided below; and

WHEREAS, to provide assurance to the City that Developer has sufficient resources to carry out the obligations of the Development Agreement, as amended and restated, Zilber Ltd. will guarantee the performance of Developer under the Development Agreement.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. CONSTRUCTION OF THE DEVELOPER'S IMPROVEMENTS.

1.1 Construction of the Developer's Improvements. The Developer shall, subject to receipt of all necessary governmental approvals, construct the Developer's Improvements on the Property in accordance with this Agreement and a Conditional Use Permit (if required by the City) which must be approved by the City (the "Conditional Use Permit"). The Developer's Improvements, and buildings to be constructed upon the Property and their uses, shall be in compliance with all applicable municipal ordinances of the City and the terms of the Conditional Use Permit, and with any pertinent provisions of the TIF District No. 12 Project Plan (a copy of which is attached hereto as Exhibit D).

1.2 Payment of Tax Increment to Reimburse Cost of Developer's Improvements; Issuance of Revenue Bond to Developer. In each year, beginning in 2017 and ending in 2028 (or, if earlier, when all of the Project Costs and related financing costs have been paid), the tax increment revenue generated by the Property (the "Tax Increments") shall, subject to annual appropriation by the Common Council and provided that the Developer is not delinquent in the payment of property taxes with respect to the Property, be paid to the Developer in accordance with the terms of this Agreement, the Resolution and the Bond described below (or to any transferee of the Bond, in accordance with the terms of the Bond). The City's obligation to make such payments to the Developer shall be evidenced by a revenue bond issued by the City to the Developer pursuant to Wis. Stats. Section 66.0621 (the "Bond"). The Bond shall be in substantially the form set forth on Exhibit E hereto.

The Bond shall be in a principal amount equal to the actual cost of the Developer's Improvements (which shall be determined in accordance with Section 1.3 below) but not to exceed \$465,000. The Bond shall be dated as of October 1, 2016 and shall bear interest from that date at the rate of 5.0% per annum.

The City covenants and agrees as follows: (a) if the City's proposed annual budget does not in any year provide for appropriation of Tax Increments sufficient to make the payments due on the Bond in that year, the City will use its best efforts to notify the Developer (and, if the Bond has been transferred or assigned in accordance with the provisions of Section 6 of this Agreement, the owner or owners of the Bond) of that fact at least thirty (30) days prior to the date the budget is presented to the Common Council for final approval, (b) funds in the special fund of the District shall not be used to pay any other project costs of the District and (c) the City shall take no action to dissolve the District prior to the payment of all principal and interest due under the Bonds.

1.3 Cost of Developer's Improvements; Principal Amount of the Bond. (a) As provided in Section 1.2 above, the principal amount of the Bond shall be equal to the actual cost of the Developer's Improvements, but not to exceed \$465,000. The cost of the Developer's Improvements, for purposes of this Agreement, shall be initially determined as of October 1, 2016 and shall be recalculated by the City as of October 1 of each year based on the procedure described in (b) below.

(b) On or before January 1, April 1, July 1 and October 1 of each year, the Developer shall provide the City with a statement of the expenditures made on the Developer's Improvements in the preceding calendar quarter, including all contracts, invoices and other documentation relating to the Developer's Improvements that are reasonably necessary to document the cost of the Developer's Improvements ("Developer's Improvements Statement"). Following submission of each Developer's Improvements Statement, the City shall have a review period (the "Review Period") to confirm the amount of expenditures made on the Developer's Improvements. The "Review Period" shall consist of (1) thirty (30) calendar days after receipt of the Developer's Improvements Statement with respect to the period before the issuance of the Bond and with respect to each January 1, April 1 or July 1 and (2) fifteen (15) business days after receipt of the Developer's Improvements Statement with respect to each October 1. The City and the Developer shall work together with reasonable diligence to confirm the Developer's Improvements amount. The City shall notify the Developer within five (5) business days after the expiration of the Review Period if it believes any of the Developer's Improvement costs have not increased as set forth in the Developer's Improvements Statement. The City and the Developer shall cooperate in good faith to resolve any disagreements over any of the Developer's Improvement costs. The cost of the Developer's Improvements shall increase for purposes of this Agreement only if and to the extent the City reasonably determines based on the Developer's Improvement Statements that the cost of the Developer's Improvements has increased; provided that, if the City fails to notify the Developer within five (5) business days after the expiration of the Review Period that the costs of any of Developer's Improvements have not increased as set forth in a Developer's Improvements Statement, such failure shall be deemed a determination by the City that the costs of the Developer's Improvements have increased as stated in the Developer's Improvements Statement.

Each year after the Review Period relating to the October 1 Developer's Improvements Statement has expired and any disagreements over the Developer's Improvement Costs have been resolved, the cost of the Developer Improvements as of that October 1 shall be determined and the principal amount of the Bond shall be increased to an amount equal to the actual cost of the Developer's Improvements as of that date, and interest shall accrue from that October 1 on the increased principal amount of the Bond.

(c) A final determination of the cost of the Developer's Improvements shall be made as of October 1, 2020.

2. TERM AND TERMINATION. The term of this Agreement shall begin on the date of this Agreement set forth above and shall continue until October 1, 2028, unless sooner terminated in accordance with the termination by the City of Tax Incremental District No. 12 in accordance with this Agreement and pursuant to §66.1105(7), Wis. Stats., as amended.

3. DEFAULT. In the event that either the City or the Developer defaults under any material terms or conditions of this Agreement, and such default continues for a period of ninety (90) days or more after receipt of written notice of the default from the non-defaulting party, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified

in this Agreement, but the non-defaulting party shall have the rights and remedies to which it may be entitled, either at law or in equity.

4. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assignable by the Developer without the prior written consent of the City; provided, however, that upon notice to the City, the Developer may assign this Agreement to a Lender as part of a mortgage on the Property, subject to all terms and conditions of this Agreement.

5. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Developer; however, this provision shall not constitute an authorization for the Developer to assign or transfer its rights and obligations under this Agreement except as provided in this Agreement and the Bond.

6. TRANSFER OR ASSIGNMENT OF BOND: The Bond may be transferred or assigned by the registered owner thereof (in whole or in part) only with the consent of the City by surrender of the Bond at the office of the City Clerk accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing.

7. MISCELLANEOUS.

7.1 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To the Developer:	BPOK 3 LLC c/o Towne Realty, Inc. 710 North Plankinton Avenue Milwaukee, WI 53203
-------------------	--

To the City:	City of Kenosha ATTN: Director of Finance 625 – 52 nd Street Kenosha, WI 53140
--------------	--

Any party may, by written notice to the other party, designate a change for notice purposes.

7.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

7.3 Mutual Assistance. The City and the Developer shall do all things reasonably necessary or appropriate to carry out the terms, provisions and obligations of this Agreement and to aid and assist each other in carrying out this Agreement, including, without limitation, the giving of notices, the holding of public hearings, the enactment by the City of resolutions and ordinances, and the execution and delivery of documents, instruments, petitions and certifications. The City and the Developer shall cooperate fully with each other in seeking from

any or all appropriate governmental bodies (whether federal, state, county or local) any approvals and permits that are reasonably necessary or desirable.

7.4 Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

7.5 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

7.7 No Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

7.8 Legal Action. In the event that a party becomes involved in litigation or in the threat of litigation related to this Agreement because of the act or omission of the other party, the party which becomes so involved, if not the legal cause of the injury or damages, shall be entitled to recover reasonable attorneys' fees and out-of-pocket costs from the other party in defending against the litigation or threat of litigation.

7.9 Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

7.10 Independent Contractors. The City and the Developer are each entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

7.11 Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF KENOSHA

By: _____
Mayor

By: _____
City Clerk

STATE OF WISCONSIN)
) ss.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named Keith G. Bosman, Mayor, and Debra Salas, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission expires: _____

BPOK 3 LLC
By: Towne Realty, Inc., Manager

By: _____
John W. Kersey
Executive Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John W. Kersey, Executive Vice President, Towne Realty, Inc., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

GUARANTY

The undersigned Zilber Ltd. ("Guarantor") is the parent company of certain of the Original Developer Parties and as such will derive substantial benefit from the City's agreement to execute this Agreement. In consideration of and in order to induce the City to enter into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby guaranties to the City the performance of all obligations and the payment of all amounts owed by Developer to the City hereunder. Guarantor agrees that the City and Developer may amend this Agreement without Guarantor's consent and without releasing Guarantor. In the event of a default by Developer under this Agreement, the City may proceed against Guarantor without exhausting its remedies against Developer or any other party. Guarantor hereby waives notice of acceptance, notice of default and any other notice of any kind. This Guaranty is binding upon the Guarantor and its heirs, representatives, successors and assigns.

ZILBER LTD., as Guarantor

By: _____
John W. Kersey
Executive Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John W. Kersey, Executive Vice President of Zilber Ltd., who is personally known to me.

Notary Public, Wisconsin
My Commission expires: _____

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

Description of Property

All that part of the Southeast One-quarter (1/4) of Section Thirty-one (31), in Township Two (2) North, Range Twenty-two (22) East of the Fourth Principal Meridian in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4 of Section 31 (being the East 1/4 corner); thence South 89°05'33" West, along the North line of said Southeast 1/4 also being the centerline of S.T.H. "158", 1008.56 feet; thence South 02°13'20" East, 70.02 feet to the South line of said S.T.H. "158" and the place of beginning; thence continuing South 02°13'20" East, 671.75 feet; thence North 89°17'37" East, 971.76 feet to the West line of CTH "HH" (also known as 104th Avenue); thence North 01°55'25" West, along said West line of CTH "HH", 45.09 feet; thence South 89°05'33" West, 17.00 feet; thence North 01°55'25" West, continuing along the West line of said CTH "HH", 500.01 feet; thence North 46°24'56" West, 185.44 feet to the South line of said S.T.H. "158"; thence South 89°05'33" West, along said South line, 828.22 feet to the place of beginning. Excepting land contained in Warranty Deed dated April 2, 1990 and recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on May 7, 1990 in Volume 1393 of Records at Page 350, as Document No. 841881.

Together with a non-exclusive easement for ingress and egress as contained in an Easement recorded on June 16, 1989 in Volume 1354 of Records at Page 77, as Document No. 822274.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Description of Development

An industrial facility or facilities with an aggregate square footage of 100,000-195,000.

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

Developer's Improvements

Hwy 158/104th Street (Kenosha, WI)

(ROUGH GRADING DEVELOPMENT COST DETAIL)

1	GRADING & OTHER EARTHWORK	\$209,275
2	EROSION CONTROL AND POND OUTLET	\$15,000
3	<u>City Required Deceleration Lanes (104th Ave)</u>	\$30,000
<u>SUB TOTAL</u>		<u>\$254,275.00</u>

ALTERNATIVES

4a	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #1 - GRAVITY)	\$74,950
<u>ALTERNATIVE #1 TOTAL</u>		<u>\$329,225</u>
4b	SANITARY SEWER CONSTRUCTION (ALTERNATIVE #2 - Grinder Pump)	\$54,400
<u>ALTERNATIVE #2 TOTAL</u>		<u>\$308,675</u>

Subtotal Development Cost Range	\$329,225	\$308,675
Development Cost & Design Requirement Contingency*	\$80,775	\$75,733
Design & Soft Costs	\$40,000	\$40,000
Legal Costs	\$15,000	\$15,000
Total Development Cost Range	\$465,000	\$439,408

*development design costs may change as a result of final City design requirements (e.g. storm-water management pond and desired sanitary sewer connection method)

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

Project Plan

The Project Plan for Tax Incremental District No. 12 is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

(Form of the Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF KENOSHA
CITY OF KENOSHA

TAX INCREMENT PROJECT REVENUE BOND
(TOWNE INVESTMENTS PROJECT)

<u>Number</u>	<u>Rate</u>	<u>Date of Original Issue</u>	<u>Amount</u>
R-	5.00%	October 1, 2016	Principal Amount, as defined herein

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), promises to pay to BPOK 3 LLC, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount (as defined below) together with interest thereon from the date of original issue set forth above, or the most recent payment date to which interest has been paid, to the stated due dates of the principal installments of this Bond, at the rate per annum set forth above.

The "Principal Amount" of this Bond shall be a principal amount equal to the actual cost of the Developer's Improvements (as such term is defined in the Amended and Restated Development Financing Agreement, between the City and BPOK 3 LLC (the "Development Agreement")) but not to exceed \$465,000. The Principal Amount shall be determined initially as of the date of issuance of the Bond based on the costs paid by the Developer on the Developer's Improvements as of that date, and shall be redetermined as of October 1 of each year, as provided in Section 1.3 of the Development Agreement. A final determination of the Principal Amount of the Bond shall be made as of October 1, 2020, as provided in Section 1.3 of the Development Agreement.

For each Bond Year (defined below), interest shall accrue only on the outstanding Principal Amount of the Bond determined as of the first day of that Bond Year. The outstanding Principal Amount of the Bond as of any date shall be reduced by the amount of any principal payments previously made on the Bond. For purposes of this Bond, "Bond Year" shall mean the one year period commencing on each October 1 and ending on the following September 30, except that the first Bond Year shall commence on the date of original issue of this Bond and end on September 30, 2017.

Assuming that the Principal Amount of the Bond is equal to the maximum Principal Amount (\$465,000), this Bond shall be payable in installments of principal due on October 1, in each of the years and amounts as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2017	\$29,214	2023	\$39,149
2018	30,674	2024	41,107
2019	32,208	2025	43,162
2020	33,819	2026	45,320
2021	35,510	2027	47,586
2022	37,285	2028	49,966

In the event that the total cost of the Developer’s Improvements and therefore the final Principal Amount of the Bond is less than \$465,000, there shall be a reduction in the principal installments of the Bond beginning with the final maturity and then proceeding to the next preceding maturity until the total of the principal installments on the Bond is equal to the cost of the Developer’s Improvements.

Interest shall be payable on October 1 in each year, commencing on October 1, 2017 (the “Bond Payment Dates”).

This Bond has been issued to finance projects which are a part of the City’s industrial development utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This Bond is issued pursuant to resolutions adopted on April 21, 2008, February 7, 2011, and _____, 2015, by the Common Council of the City (the “Resolution”) and the Development Agreement. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The principal of and interest on this Bond shall be payable solely from Tax Increments (as defined in the Development Agreement) received by the City with respect to its Tax Incremental District No. 12 which are appropriated by the Common Council to the payment of this Bond (the “Revenues”). Reference is hereby made to said Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

Revenues shall be applied first to the payment of any interest due on the Bond Payment Date and then to the payment of any principal due on that Bond Payment Date.

If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the principal or interest due on this Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. Interest at the rate of 5.0% per annum shall be paid on such unpaid amounts of principal and interest. No principal payment shall be made on any Bond Payment Date to the extent that payment of such principal would cause the aggregate amount of principal paid on the Bond to exceed the cost of the

Developer's Improvements as determined as of that date in accordance with the terms of the Development Agreement. The City shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

This Bond (a) shall be prepaid on each Bond Payment Date in an amount equal to the amount by which the Tax Increments collected by the City in that Bond Year and appropriated to payment of this Bond exceed the amount of principal and interest due on the Bond Payment Date and (b) is subject to prepayment in whole or from time to time in part at any time, at the option of the City. The amounts and maturities of the installments of principal of the Bond which are to be prepaid shall be selected by the City.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation by the Common Council of Tax Increments to make payments due on this Bond.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the source and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Bond and no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

This Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned in whole or in part, only with the consent of the City on the terms and conditions set forth in the Resolution. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Kenosha, Kenosha County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

(SEAL)

By _____
Mayor

By _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Kenosha, Kenosha County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	BPOK 3 LLC _____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLUTION _____

SPONSOR: MAYOR

RESOLUTION TO AUTHORIZE THE CITY OF KENOSHA COMMISSION ON THE ARTS TO RECEIVE FUNDS AND DISBURSE A PORTION OF SUCH FUNDS AS MONETARY AWARDS

WHEREAS, by Subsection 1.06 T of the Code of General Ordinances, passed by the Common Council and effective September 16, 2011, the City of Kenosha Commission on the Arts was established to encourage and support artists, and organizations and programs for cultural enrichment within the City; and

WHEREAS, on April 7, 2014, by Resolution No.37-14, the Common Council authorized support of an Arts Awards Recognition Program in an attempt to encourage artists and promote the arts, but did not authorize spending associated with recognition; and

WHEREAS, the City of Kenosha Commission on the Arts would like to institute a recognition program that includes monetary awards to artists, money for which would come from donations; and

WHEREAS, pursuant to paragraph 1.06 T. 8., in order to accept the donations for awards and to pay out such awards, the Common Council must first give its approval.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha that the City of Kenosha Commission on the Arts is hereby authorized to receive money and assets for purposes of establishing a recognition and award fund, such money to be deposited with the City in a segregated account and managed by the Director of Finance.

BE IT FURTHER RESOLVED, by the Common Council that the City of Kenosha Commission on the Arts is authorized to disburse monetary for a recognition program that includes awards to the artists as a part of that recognition program, provided that such disbursements do not exceed money accumulated in the segregated account.

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



KEITH G. BOSMAN
Mayor

September 2, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Alyssa Nepper, 9230-32nd Avenue, Pleasant Prairie, to the Commission on the Arts, to fulfill an unexpired term which expires November 1, 2016. Ms. Nepper filed her Statement of Economic Interest on August 24, 2015.

Ms. Nepper is a talented photographer who works for her own freelance company, A. Nepper Photography, and for the University of Wisconsin-Parkside Department of Creative Services. She will serve on the Commission as the representative for UW-Parkside.

I am confident Ms. Nepper will be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

September 2, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Paul Hegland, 1403-56th Street, Kenosha, to the Kenosha Area Tourism Board for a term which expires May 1, 2018. Mr. Hegland filed his Statement of Economic Interest on August 24, 2015.

Mr. Hegland graduated from Iowa State University with a Bachelor Degree in Music Education, and from Northwestern University with a Masters in Music History. He is employed by Carthage College in the position of Executive Director of Church and Professional Relations and serves as Secretary to the Board of Trustees. Mr. Hegland is an active member of both the Board of Regents for Concordia Seminary-St. Louis and Lamb of God Lutheran Church.

I am confident Mr. Hegland will be a conscientious and hardworking member of the Kenosha Area Tourism Board of Directors.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml

Kenosha Regional Airport Lease Summary

GS Kenosha Hangar, LLC
4126 – 91st Avenue

- 1.) **TERM:** 25 years; October 1, 2015 through and including September 30, 2040

- 2.) **RATE:** Annual Fee \$.22 = \$14,047.00
Biannual Payments \$.22 = \$7,023.50

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 4126 – 91st Avenue

- 5.) **PROPERTY DESCRIPTION:** 63,850 sq. ft.

- 6.) **HANGAR DIMENSIONS:** 150' x 150'

- 7.) **USE OF HANGAR:** Aircraft storage and repairs.

- 8.) **OWENERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

And

GS KENOSHA HANGAR, LLC
A Wisconsin Limited Liability Company
4126 91st Avenue
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and GS Kenosha Hangar, LLC, a Wisconsin limited liability company, 4126 91st Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

Whereas, the Lessee desires to enter into this Lease to use land at the Airport for the construction of an aircraft hangar complex located at 4126 91st Avenue consisting of one (1) building, approximately one hundred fifty (150') feet by one hundred fifty (150') feet in size; and,

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

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – Premises

1.1 Land. The City leases to the Lessee Sixty Three Thousand Eight Hundred Fifty (63,850) square feet of land located at 4126 91st Avenue, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as Lease Description Hangar No. 4126 hereinafter referred to as the "Premises".

1.2 Acceptance. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 – TERM

2.1 Term. The Term of this Lease is for the period of October 1, 2015, through and including September 30, 2040, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the parties.

ARTICLE 3 - RENT

3.1 Rent. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Fourteen Thousand Forty Seven Dollars (\$14,047.00) based upon a charge of Twenty-Two (\$0.22) per square foot for the Premises. The rent shall be payable in equal semiannual installments of Seven Thousand Twenty Three Dollars and Fifty Cents (\$7,023.50) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 Late Payments. Late payment of the rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

3.3 Rent Adjustment. The rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 - IMPROVEMENTS

4.1 Definition. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 Plans And Specifications. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 Construction Insurance Requirements. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the Lessee and the City from claims for death, personal

injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 Construction Liens. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 Risk Of Loss. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 Indemnity And Hold Harmless By Contractors. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 Inspection. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 No Contractor's Rights Against City. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 Unauthorized Improvements. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 Ownership, Transfer, Surrender Or Removal Of Improvements. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

ARTICLE 5 - USE OF PREMISES

5.1 Use Of Premises. The Lessee shall use the Premises as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall also be permitted to use the Premises for the airframe and power plant repairs of aircraft owned by the Lessee and its tenants. Airframe and power plant repairs of aircraft owned by the Lessee are to be performed by the Lessee or a person who is regularly employed by the Lessee, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the Lessee are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 Noise Standards For Aircraft Based On Premises. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 Limitation On Aircraft Repair Work Outside Of A Hangar. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 Changed Use. Any change in the use of the Premises must have the prior written

approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 Prohibited Use. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 Nonexclusive Airport Rights. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 Common Area Of Airport. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee and its tenants.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 - PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, Lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 Lessee's Responsibilities. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon,

whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons constructed by the Lessee.

9.2 Time Requirements For Repairs. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 Lessee's Failure To Maintain. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain

or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 Laws, Rules, Regulations And Orders. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 Safety. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 Licenses, Certificates And Permits. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 Taxes And Fees. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made

a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 - LIABILITY INSURANCE

23.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 Increased Coverage. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request,

upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 Required Minimum Coverage. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence having the following coverages:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Automobile Liability
\$1,000,000.00 Single Limit each accident having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

- C. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums

to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 Damage Election By Lessee. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 Lessee's Obligations. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 Abatement Of Rent. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 Restoration Of Premises. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such

debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 -- ASSIGNMENT/SUBLEASE

The Lessee may assign or sublease all or a portion of this Lease to American Industrial Heat Transfer, Inc., a Wisconsin corporation. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease, including the assignment or sublease to American Industrial Heat Transfer, Inc., shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have sixty (60) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 Prohibition Of Involuntary Assignment, Transfer Or Sale. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory

merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 Effect Of Bankruptcy. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute

a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 - CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 32 - BENEFITS

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

ARTICLE 33 - SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:

Ghasem Sariri, Manager
GS Kenosha Hangar, LLC
3905 IL Route 173
Zion, IL 60099

If to City:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430
Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the _____ day of _____, 2015, and by action taken by the Common Council on the _____ day of _____, 2015.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of GS Kenosha Hangar, LLC have timely taken place.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer, of the City Of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

GS KENOSHA HANGAR, LLC
a Wisconsin limited liability company

BY: [Signature]
GHASEM SARIRI, Manager

Date: 08-28-2015

Illinois
STATE OF WISCONSIN)
:SS.
COUNTY OF ~~KENOSHA~~
Lake

Personally came before me this 28 day of AUGUST, 2015, Ghasem Sariri, to me known to be Manager of GS Kenosha Hangar, LLC and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.



Natalie Schaefer
Notary Public, Lake County, WI IL
My Commission expires/is: 09-13-2016

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A

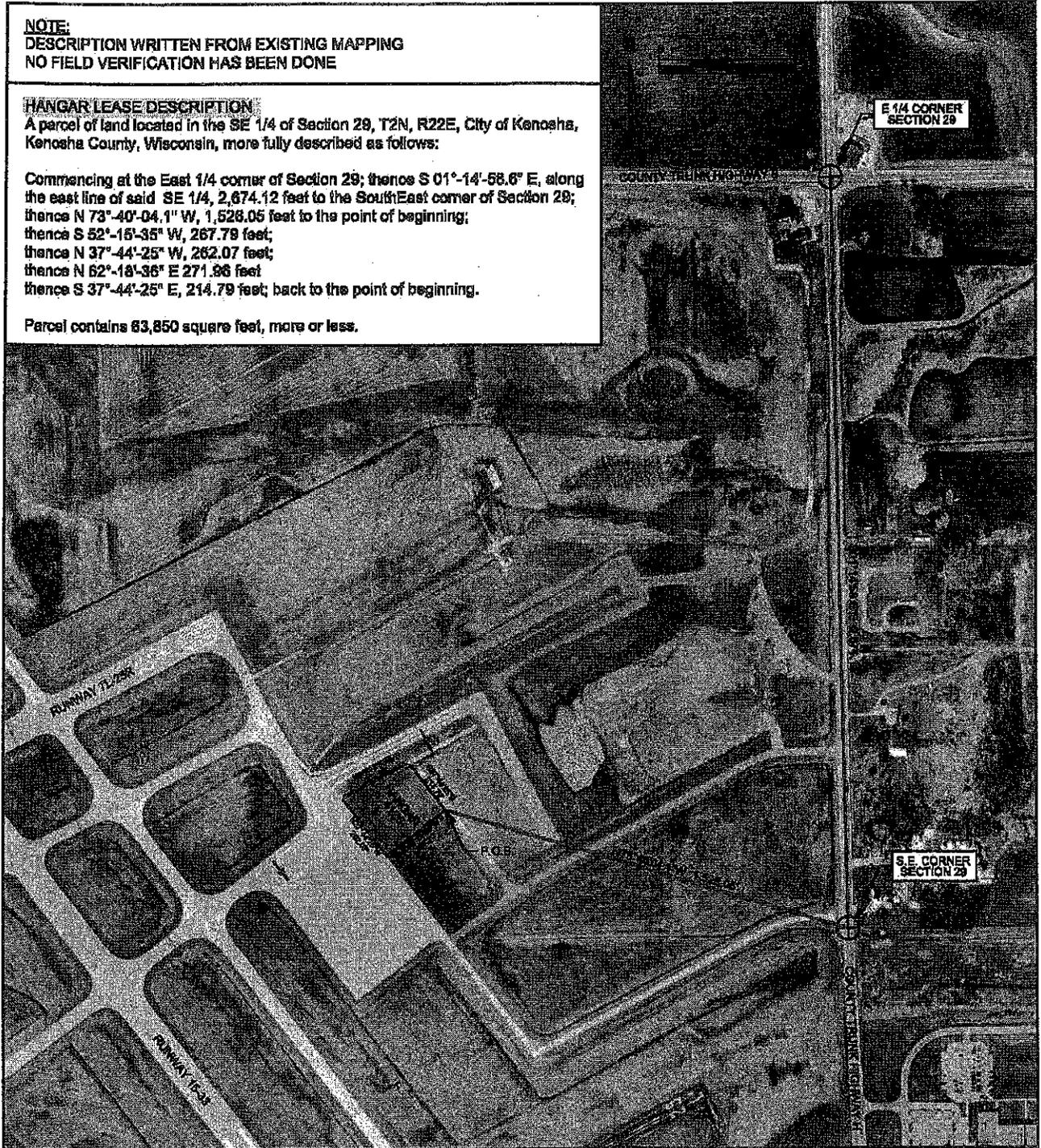
NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING
NO FIELD VERIFICATION HAS BEEN DONE

HANGAR LEASE DESCRIPTION

A parcel of land located in the SE 1/4 of Section 29, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of Section 29; thence S 01°-14'-58.6" E, along the east line of said SE 1/4, 2,674.12 feet to the SouthEast corner of Section 29; thence N 73°-40'-04.1" W, 1,528.05 feet to the point of beginning; thence S 52°-15'-35" W, 267.79 feet; thence N 37°-44'-25" W, 262.07 feet; thence N 62°-18'-36" E 271.96 feet; thence S 37°-44'-25" E, 214.79 feet; back to the point of beginning.

Parcel contains 83,850 square feet, more or less.



Mead & Hunt

Mead & Hunt, Inc.
2420 Deming Way
Middleton, WI 53562
phone: 608-273-6380
meadhunt.com

**KENOSHA REGIONAL AIRPORT
LEASE DESCRIPTION
Hangar No. 4126**

07/14/2015
Sheet 1 of 1
Job No. 1108100-05001.01

X/28099-29/REF/HANGAR LEASES/AMERICAN INDUSTRIAL HANGAR/

Thursday, August 20, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Driveway Easement and Agreement by and between the City of Kenosha, Wisconsin and Dale L. Pfaff for the benefit of property located at 3919 55th Avenue. (Pfaff) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Parks Commission and final review by the Common Council.

LOCATION AND ANALYSIS:

Site: 3919 55th Avenue / Jamestown Park
Zoned: RS-1 Single-Family Residential District

1. The Easement has been requested by the property owner of 3919 55th Avenue to maintain an existing driveway that encroaches on land owned by the City of Kenosha, known as Jamestown Park.
2. The Easement will require the property owner of 3919 55th Avenue to maintain the driveway at all times, including repair and snow and ice removal.

RECOMMENDATION:

A recommendation is made to approve the Easement and Agreement.



Brian Wilke, Development Coordinator

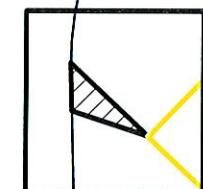


Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/AUG20/staff-ease-drive-pfaff.doc

General Location Map City/Pfaff Driveway Easement

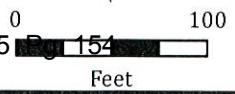
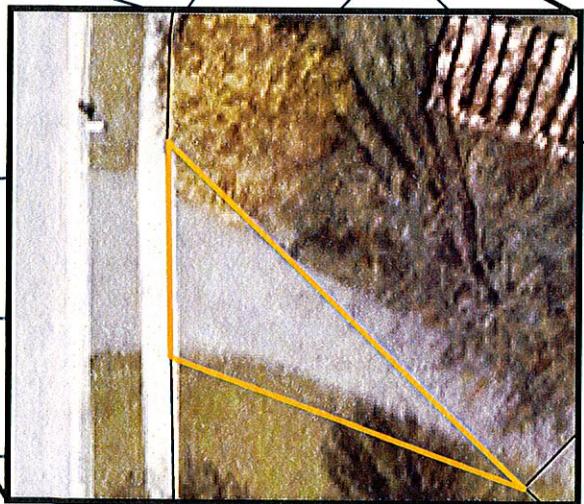
Easement to benefit
this property.



ADAMS RD

54TH AVE

55TH AVE



September 9, 2015

DRIVEWAY EASEMENT & AGREEMENT
BETWEEN THE CITY OF KENOSHA
AND DALE L. PFAFF

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

Part of 08-222-26-327-020
Parcel Identification Number

DRIVEWAY EASEMENT & AGREEMENT

Between

THE CITY OF KENOSHA
A Municipal Corporation

And

DALE L. PFAFF
An Individual

This Driveway Easement & Agreement (“Easement & Agreement”) effective as of the last date of execution is entered into between the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantor”) and Dale L. Pfaff, an individual residing at 3919 55th Avenue, Kenosha, Wisconsin 53144 (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of real estate identified as Tax Parcel No. 08-222-26-327-020 located in the Southwest 1/4 of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian situated in the City of Kenosha, County of Kenosha, State of Wisconsin, generally known as Jamestown Park, (“Real Estate”); and

WHEREAS, Grantee is the owner of real estate commonly known as 3919 55th Avenue, Kenosha, Wisconsin 53144 identified as part of Tax Parcel Nos. 08-222-26-327-030 and 08-222-26-327-035 and more particularly described on attached Exhibit A; and

WHEREAS, Grantor and Grantee acknowledge that a driveway currently exists on a portion of the Grantor's Real Estate; and

WHEREAS, Grantor is willing to create an easement over a portion of the Grantor's Real Estate to enable the Grantee to use the driveway under the terms of this Easement & Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Driveway Easement. Grantor hereby grants to Grantee a non-exclusive easement across and through that certain portion of the Grantor's Real Estate legally described and shown on attached Exhibit B (“the Easement Area”) for use of that portion of the Easement Area depicted on Exhibit B as the Asphalt Drive

as a driveway for vehicular and pedestrian ingress and egress to 55th Avenue from the Grantee's real estate located at 3919 55th Avenue, Kenosha, Wisconsin more particularly described on attached Exhibit A. Grantor reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise by the Grantee of the easement rights granted by this Easement & Agreement.

2. Permitted Users. The easement granted in Paragraph 1 is for the benefit and use of the Grantee as the fee simple owner of 3919 55th Avenue, the Grantee's invitee's, the Grantor, and the Grantor's officers, employees, agents, contractors and subcontractors.
3. Maintenance, Repair, Replacement. Grantee, at Grantee's expense, shall at all times be responsible for the care, maintenance and repair of the Asphalt Drive and the Easement Area. Grantee, at Grantee's expense, shall at all times, keep the Easement Area in good condition and repair free from obstructions and debris and shall at all times be responsible for snow and ice removal. No structures, fences, gates, landscape or other improvements to the Easement Area, including but not limited to the width and surface material of the Asphalt Drive, shall be made by the Grantee without the prior written consent of the Grantor. Any structures, fences, gates, landscaping or other improvements to the Easement Area requested by the Grantee and consented to by the Grantor shall be made at the Grantee's sole cost and expense.
4. Indemnification. Grantee shall indemnify, defend and hold harmless the Grantor, its officers, employees, agents, contractors and subcontractors from and against costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the exercise of any easement rights hereunder by the Grantee or the Grantee's agents, contractors, subcontractors, invitees, tenants, or employees.
5. Insurance. Grantee shall maintain in effect at all times during the term of this Easement & Agreement a policy of general liability insurance naming the Grantor as insured, to insure against injury to property, person, or loss of life arising out of the Grantee's use, occupancy, or maintenance of the Easement Area, with limits of coverage that are at levels customarily maintained in Kenosha County, Wisconsin, and shall provide the Grantor with a copy of the insurance policy endorsement or wording showing that the Grantor has been added as additional insured. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the Grantee under this Easement & Agreement. Insurance required under this Easement & Agreement shall be written by companies duly

qualified to do business in the State of Wisconsin. Grantee shall use diligent efforts to obtain the agreement of Grantee's insurer that no such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the Grantee. At least thirty (30) days before the expiration of the Grantee's policies, the Grantee shall furnish the Grantor with renewals or "binders" of the policies, or the Grantor may order such insurance and charge the cost to the Grantee. The Grantee shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Grantee. The Grantor may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal insurance practice.

6. Equal Rights of Use. Grantor and Grantee as the fee simple owner of 3919 55th Avenue, Kenosha, Wisconsin shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights.
7. Successors and Assigns. All of the terms and conditions in this Easement & Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee as the fee simple owner of the real estate described on attached Exhibit A, and their respective successors and assigns. The Grantee and each of the Grantee's respective successors and assigns as fee simple owners to the real estate described on attached Exhibit A, shall cease to have further liability under this Easement & Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in such real estate, except, however, for obligations that accrued during the party's period of ownership of title.
8. Notices. Any notice required to be given in this Easement & Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other party. Notices shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor:

Dale L. Pfaff
[or current fee simple owner]
3919 55th Avenue
Kenosha, Wisconsin 53144

To the Grantee: City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, Wisconsin 53140

With copies to: Director of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53144

9. Non Use or Limited Use. Non use or limited use of the easement rights granted in this Easement & Agreement shall not prevent later use of the driveway easement to the fullest extent authorized in this Easement & Agreement and re-recording of this Easement & Agreement as a result thereof shall not be required.
10. Governing Law. This Easement & Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Severability. Any covenant, condition or provision of this Easement & Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Easement & Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement & Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Easement & Agreement are declared to be severable.
12. Entire Agreement. This Easement & Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.
13. Waivers. No delay or omission by either party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement & Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement & Agreement.

14. Enforcement. Enforcement of this Easement & Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement & Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement & Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
15. Amendment. This Easement & Agreement may be amended or terminated by a written recorded instrument signed by the Grantor and Grantee.

Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

GRANTOR:

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

GRANTEE:

DALE L. PFAFF
An Individual

By: _____
DALE L. PFAFF

Date: _____

STATE OF WISCONSIN)
:SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____ 2015, Dale L. Pfaff, to me known to be such person, and acknowledged to me that he executed the foregoing instrument.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

This instrument drafted by:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

Plat of Survey for Driveway Easement

BETWEEN TAX KEY NO: 08-222-26-327-020

*& LOT 10 AND PART LOT 9
DOWSE COMPANY'S LITTLE RANCHES*

in SW1/4 Section 26-2-22

*CITY OF KENOSHA
KENOSHA COUNTY, WIS.*

*-for-
City of Kenosha
and
Dale & Shirley Ann Pfaff*

*- prepared by -
J.K.R. Surveying, Inc.
8121 22nd Avenue Kenosha, WI 53143
PH 262-652-8110 FAX 262-652-8885*

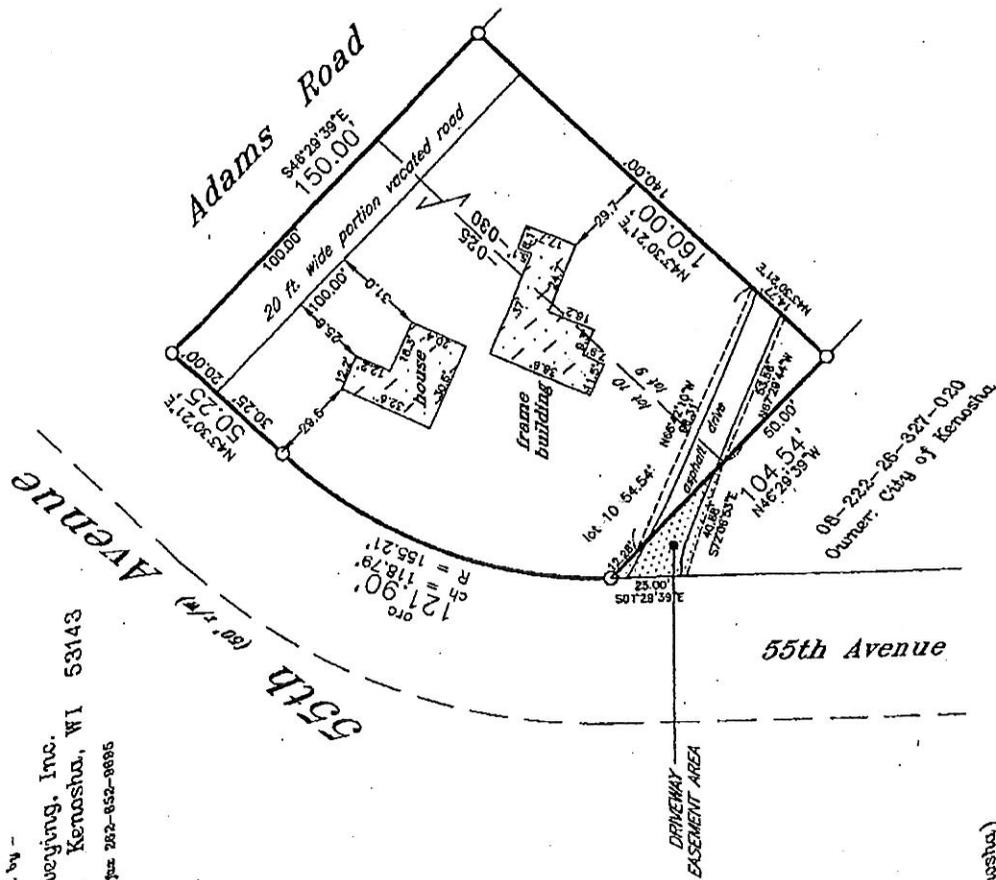
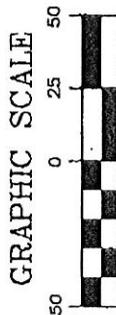


EXHIBIT A



tax key nos: 08-222-26-327-025, 030
(Dowse Company's Little Ranches)

tax key no: 08-222-26-327-020 (City of Kenosha)

LEGAL DESCRIPTION FOR PROPOSED DRIVEWAY EASEMENT: Part of Tax Key No: 08-222-26-327-020: Part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Beginning at the northwesterly corner of Lot 10 in Dowse Company's Little Ranches, a subdivision plat of record; thence S46°29'39\"/>

EXHIBIT B

Part of Lots 8 & 9 in Dowse Company's Little Ranches, a subdivision plat of record; including a 20 foot wide vacated portion of road formerly known as Grant Road; now known as Adams Road; lying and being in part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, County of Kenosha and State of Wisconsin; being more particularly described as: Commencing at the southeasterly corner of said Lot 9; which is also the northeasterly corner of said Lot 8; thence N 43 degrees 30' 21" E 20.00 feet to the southerly line of Adams Road and the point of beginning; thence S 46 degrees 29' 39" E along said southerly line 30.00 feet; thence S 43 degrees 30' 21" W 160.00 feet; thence N 46 degrees 29' 39" W 80.00 feet; thence N 43 degrees 30' 21" E 160.00 feet to the southerly line of aforesaid Adams Road; thence S 46 degrees 29' 39" E along said southerly line 50.00 feet to the point of beginning; containing 12,800 square feet, more or less.

Thursday, August 20, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Bicycle and Pedestrian Pathway Easement and Agreement by and between BPOK I, LLC, and the City of Kenosha, Wisconsin for property at 9949 58th Place. (BPOK I, LLC) (District 16)PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee and final review by the Common Council.

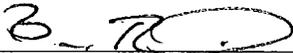
LOCATION AND ANALYSIS:

Site: 9949 58th Place
Zoned: M-2 Heavy Manufacturing District

1. The City of Kenosha Bicycle and Pedestrian Facilities Plan recommends an off-street paved bicycle and pedestrian trail along the north side of 60th Street between Green Bay Road and Interstate 94. The trail would be on private property in an Easement.
2. BPOK I, LLC received approval to build a speculative industrial building on their property at 9949 58th Place in the Business Park of Kenosha Phase 2. A condition of their approval is that they enter into the attached Easement and Agreement prior to building occupancy.
3. BPOK I, LLC or any future property owner will be responsible to pay for the installation of the bicycle and pedestrian path across their property at the time of construction of the path, at a date to be determined. BPOK I, LLC or any future property owner will be responsible to maintain the path. If the path is not maintained, the City can do the corrective work and bill the property owner.

RECOMMENDATION:

A recommendation is made to approve the Easement and Agreement.



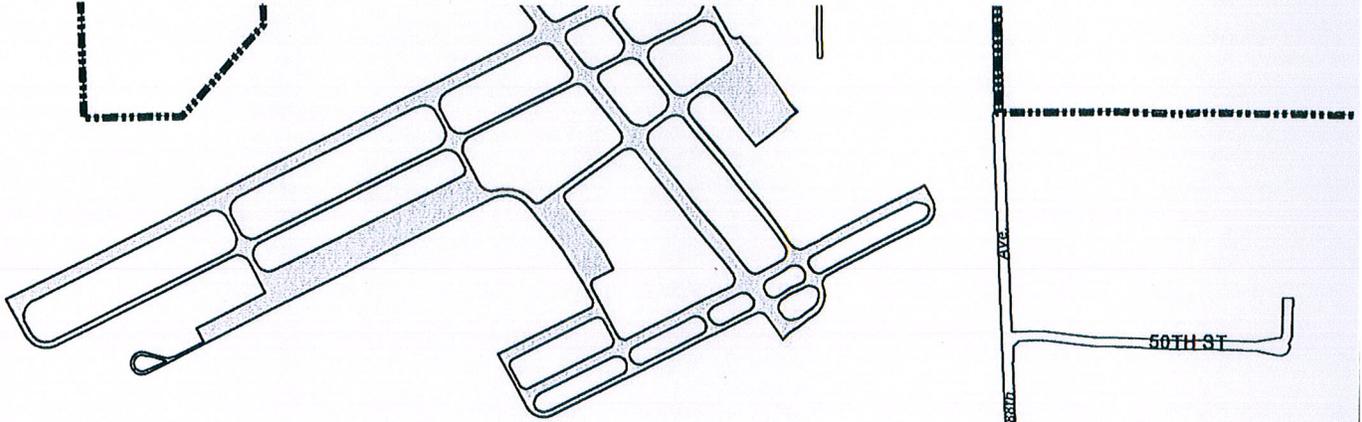
Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

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City of Kenosha
Vicinity Map
BPOK I, LLC Bicycle Easement



STH 158

St.

52nd

St.

50TH ST

2nd

St.

Town
of
Somers

Site

Town
of
Somers



PARKING SUMMARY

PARKING STALLS	211
ADA STALLS	8
TRUCK DOCKS	39

SITE DATA

TOTAL SITE AREA	402,052 SF
IMPERVIOUS AREA	334,802 SF

LEGEND

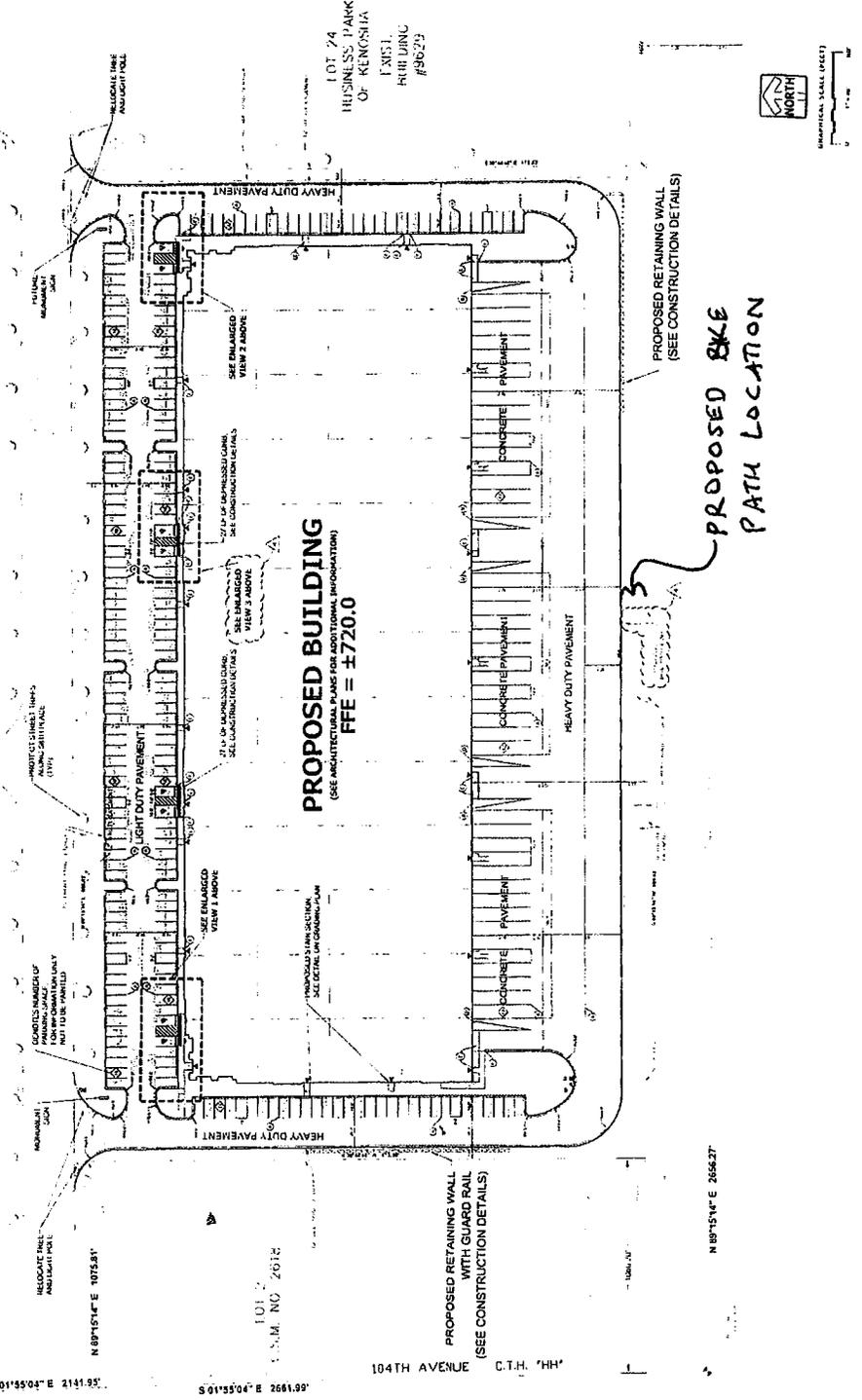
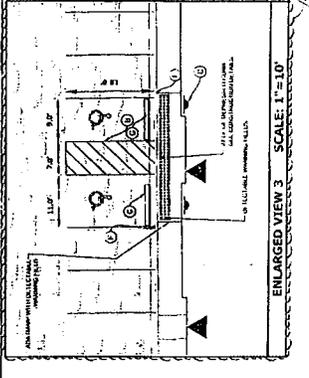
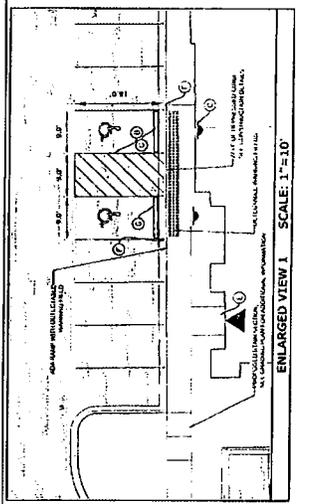
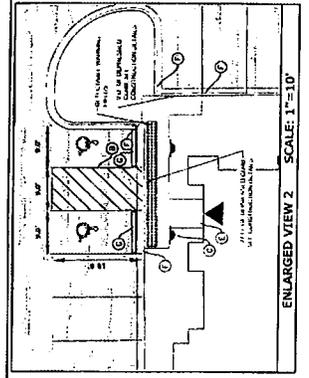
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GENERAL PAVEMENT NOTES

1. ALL PAVEMENT SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
2. ALL PAVEMENT SHALL BE 12" THICK UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT SHALL BE 4000 PSI UNLESS OTHERWISE NOTED.
4. ALL PAVEMENT SHALL BE FINISHED WITH A BROOM FINISH UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT SHALL BE CURED FOR 7 DAYS UNLESS OTHERWISE NOTED.
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11. ALL PAVEMENT SHALL BE PROTECTED FROM IMPACT UNLESS OTHERWISE NOTED.
12. ALL PAVEMENT SHALL BE PROTECTED FROM VIBRATION UNLESS OTHERWISE NOTED.
13. ALL PAVEMENT SHALL BE PROTECTED FROM EXCESSIVE HEAT UNLESS OTHERWISE NOTED.
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SITE DIMENSIONAL AND PAVING PLAN

**Z1 AT BUSN PARK OF KENOSHA
KENOSHA, WISCONSIN**

PINNACLE ENGINEERING GROUP
11111 WISCONSIN AVENUE
KENOSHA, WISCONSIN 53142
TEL: 920.222.1111
WWW.PINNACLE-ENG.COM



BICYCLE AND PEDESTRIAN
PATHWAY EASEMENT AND
AGREEMENT

Document Number

Document Title

This space is reserved for recording data

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-222-32-380-313

Parcel Identification Number

BICYCLE AND PEDESTRIAN PATHWAY EASEMENT AND AGREEMENT

Between

BPOK 1 LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Bicycle and Pedestrian Pathway Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between BPOK 1 LLC, a Wisconsin limited liability company with offices located at 710 N. Plankinton Avenue, Suite 1200, Milwaukee, Wisconsin 53203 (“Grantor”) and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Whereas, the Grantor is the owner of the real estate legally described on Exhibit A located in the City of Kenosha, County of Kenosha, State of Wisconsin (“the Real Estate”); and

Whereas, the Grantor is willing to grant and convey to the Grantee a bicycle and pedestrian sidewalk/pathway easement (“Pathway Easement”) across and through a portion of the Real Estate as more particularly described herein for the purpose of installing, constructing, maintaining, repairing and replacing a portion of a larger, community-area interconnected bicycle and pedestrian sidewalk/pathway (the “Pathway”).

Now, Therefore, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Permanent Pathway Easement. Grantor hereby grants and conveys to the Grantee a permanent non-exclusive Pathway Easement across and through that certain portion of the Real Estate described on attached Exhibit B (the “Easement Area”) to install, construct, maintain, repair and replace the Pathway (the “Permitted Work”), together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth and other structures and obstructions interfering with the Permitted Work, so long as the Permitted Work does not materially interfere with the operation and use of the Real Estate. For the purpose of performing the Permitted Work, the Grantee shall have the right to enter, pass over, and use the Real Estate reasonably adjacent thereto, for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials and for other purposes incidental to the Permitted Work, so long as the Permitted Work

does not materially interfere with the operation and use of the Real Estate.

2. No Improvements in Easement Area. Except for the Pathway and related appurtenances, no other building, structure or other improvements shall be placed or constructed upon or over the Easement Area, other than those that have been previously or subsequently approved by Grantee.
3. Obligations of Grantee. Grantee, at Grantor's reasonable cost and expense, shall install and construct the Pathway and related appurtenances at such future date as the Grantee in its sole discretion shall elect. Grantee shall provide the Grantor not less than thirty (30) days advance written notice of the date the Grantee intends to commence installation and construction of the Pathway and related appurtenances, along with an estimate of the proposed direct costs and expenses that Grantor will be responsible for related to construction of the Pathway and related appurtenances to be physically located on the Real Estate. If Grantor does not agree that Grantee's estimate of proposed direct costs and expenses are reasonable, then Grantor shall have the right to install the Pathway and related appurtenances at its sole cost and expense so long as the installation and construction of the Pathway and related appurtenances meet or exceed the Grantee's construction specifications and the Pathway and related appurtenances are completed prior to or concurrently with completion of the abutting area Pathway and related appurtenances. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantee, at Grantee's cost and expense, shall repair or replace the Pathway and related appurtenances as a result of damage deemed by the Grantee to have been caused by normal wear and tear. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantee, except in case of emergency in which case the Grantee shall notify the Grantor as soon as possible, shall provide the Grantor ten (10) days advance written notice of the date the Grantee intends to commence any other Permitted Work. Grantee shall exercise reasonable efforts to complete the Permitted Work so as to not materially interfere with the Grantor's operation and use of the Real Estate. In performing the Permitted Work, the Grantee will not block, or allow at any time the blockage of more than one-half of an access drive, allowing at least one lane open at all times in each access drive for vehicular and truck traffic. Grantee shall separate the Easement Area by cones or other appropriate construction safety barriers while performing the Permitted Work. Upon completion of the Permitted Work, the Grantee shall restore the Easement Area and surrounding property to the condition that existed prior to the Permitted Work.
4. Grantor's Obligations. Grantor shall reimburse the Grantee within forty-five (45) days of receipt of written demand for payment of all actual costs incurred by the Grantee for the installation and construction of the Pathway and related appurtenances if Grantor does not elect to install the Pathway and related appurtenances pursuant to Section 3 above. Failure of the Grantor to reimburse the Grantee within forty-five (45) days may result in the actual costs for the installation and construction of the Pathway and related appurtenances being

specially assessed against the Real Estate pursuant to Wis. Stat. §66.0703. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantor, at Grantor's cost and expense, shall repair or replace the Pathway and related appurtenances as a result of damage caused by Grantor, it's agents, employees, contractors or subcontractors that is in excess of normal wear and tear. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantor, at Grantor's cost and expense, shall maintain the Pathway and related appurtenances free from obstructions and debris and in accordance with Sections 5.11 and 5.116 of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. In the event the Grantor fails to repair, replace or maintain the Pathway and related appurtenances as required by this paragraph, the Grantee may perform such work and charge the Grantor for the direct actual costs incurred by the Grantee in performing such work. The Grantor shall reimburse the Grantee within forty-five(45) days of receipt of written demand for payment of all actual costs incurred by the Grantee in performing such work. Failure of the Grantor to reimburse the Grantee within forty-five (45) days may result in proceedings against the Grantor pursuant to Sections 5.11 and 5.116 of the Code of General Ordinances for the City of Kenosha as may be amended from time to time.

5. Covenants Run With Land. This Easement and Agreement shall run with title to the Real Estate and be binding upon the Grantor and Grantee and their respective successors and assigns.
6. Duration. This Easement and Agreement shall be perpetual and shall remain in full force and effect until modified or terminated by the mutual written agreement of the Grantor and Grantee or their respective successors and assigns recorded with the Kenosha County Register of Deeds. Grantee agrees in the event that the Pathway Easement is no longer deemed necessary by the Grantee for the purposes of providing a larger, community-area interconnected bicycle and pedestrian sidewalk/pathway, Grantee will reasonably pursue termination of this Easement and Agreement upon the mutual written agreement of the Grantor and Grantee or their respective successors and assigns recorded with the Kenosha County Register of Deeds.
7. Modification. This Easement and Agreement may only be amended or terminated by the mutual written consent of the Grantor and Grantee, or their respective successors and assigns, and any such amendment or termination shall be duly executed and recorded with the Kenosha County Register of Deeds.
8. Notice. Any notice required to be given in this Easement and Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor: BPOK I LLC
Suite 1200
710 North Plankinton Avenue
Milwaukee, Wisconsin 53203

To the Grantee: City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, Wisconsin 53140

with copies to: Director of Public Works
Municipal Building, Room 305
625 52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140

9. Non Use or Limited Use. Non use or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the Pathway Easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required.
10. Governing Law. This Easement and Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Severability. Any covenant, condition or provision of this Easement and Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Easement and Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement and Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Easement and Agreement are declared to be severable.
12. Entire Agreement. This Easement and Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.

Signature pages follow

EXHIBIT A
Legal Description

Parcel 3 of Certified Survey Map No. 2618, recorded in the Kenosha County Register of Deeds Office on March 14, 2008 as Document No. 1550791, being a division of all of Parcel 3 of Certified Survey Map No. 2425, being located in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.

EXHIBIT B
Easement Area

The south 20 feet of Parcel 3 of Certified Survey Map No. 2618, recorded in the Kenosha County Register of Deeds Office on March 14, 2008 as Document No. 1550791, being a division of all of Parcel 3 of Certified Survey Map No. 2425, being located in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.



TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Tony Geliche, Community Development Specialist *T.G.*

RE: **Amendment to 2015 Community Development Block Grant Subgrantee Agreement - Boys and Girls Club of Kenosha**

DATE: September 9, 2015

The Boys and Girls Club of the Kenosha is requesting an Amendment to their 2015 CDBG Subgrantee Agreement. Specifically, they are requesting to change the Agreement dates for the *Outreach for At-Risk Youth* program.

As stated in the attached letter from the Boys and Girls Club, they would like to change the Agreement dates from August 1, 2015 – July 31, 2016 to January 1, 2015 - December 31, 2015.

Their request is in line with previous Subgrantee Agreement dates and allows us to expend the funds in a more timely manner.

If you have any questions, please contact me at 262.653.4039 or via email at tgeliche@kenosha.org. I will be available at the Common Council meeting on September 9, 2015 to answer any questions.

AG:kas
Attachment

**GREAT FUTURES START HERE
IN KENOSHA.**

Board of Directors & Officers

Crystal Miller
President & Chief Volunteer Officer

Matt Carlson
Vice President of Finance

Dennis DuChene
Vice President of Support Services

Patrick DeGrace
Secretary

Frank Pacetti
Treasurer

Mike Pitts, Jr.
Chairman of the Board

Chief Executive Officer

Cindy Boelter
Laurence Barry
Rade Dimitrijevic
Steven Donovan
Jennifer Dooley
Andy Dopuch
Jen Fisher
Gary Hutchins
Dr. Melinda Knight
Dr. Tammy McGuckin
Brian McTernan
Jeff Milkie
John Morrissey
Chad Navis
Tricia Nelson
Kelly Ouimet
Frank Pacetti
Larry Rasch
David Riley
Julie Rittmiller
Chris Schoen
Charlie Skendziel
Stephanie Sklba
Matt Troha
Dr. Floyd Williams
Dr. Greg Woodward
Mike Worcester
Josh Zoerner

Honorary Board Members

David Barnes
Everett Butler
Tom Cucciare
Tim Geraghty
Cassell Lawson
Katherine Marks
Joanne Mitchell
Cory Ann St. Marie-Carls
Ronald Stevens
Dennis Troha
Sandy White
David Wilk

Exofficio Directors

Mayor Keith Bosman
County Executive Jim Kreuser
Sheriff David Beth
District Attorney Robert Zapf

Emeritus Board Members

Joseph & Shirley Madrigrano, Sr.
Dennis & Natalie Troha



**BOYS & GIRLS CLUB
OF KENOSHA**

NATALIE & DENNIS TROHA FAMILY YOUTH CENTER
JOSEPH & SHIRLEY MADRIGRANO FAMILY SPORTS COMPLEX

City of Kenosha
Community Development & Inspections
625-52nd Street
Kenosha, WI 53140

August 13, 2015

Dear Tony,

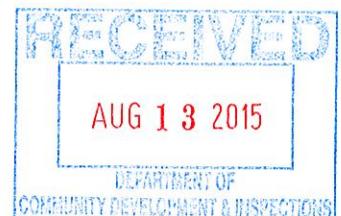
We received our CDBG contract this week. When our former CPO did his review of the 2015 CDBG funding, he requested a contract year of August 1st 2015 – July 31st 2016. The Club would like to request a change in the contract dates to January 1st 2015 –December 31, 2015. These dates are consistent with our past contracts and work better with our 2015 budget.

Thank you for your consideration on this matter.

Sincerely

Deborah Cutts
BGCK Director of Finance

CC: Crystal Miller, Board President



COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
Boys and Girls Club of Kenosha, Inc.
(Outreach for At-Risk Youth)

CONTRACT DATES AMENDMENT
- 2015 Funding Year -

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Boys and Girls Club of Kenosha, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 3^d day of August, 2015, Item L.1.a.

WHEREAS, the parties hereto desire to amend said agreement.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, CITY and CONTRACTOR agree that the following items be amended to read as follows:

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to begin no earlier than **January 1, 2015**, and continue through **December 31, 2015**.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than **December 31, 2015**, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 3, 2015, Item L.1.a. shall remain as approved unless amended as part of this amendment.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____
Keith G. Bosman, Mayor

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____



TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee

FROM: Tony Geliche, Community Development Specialist *T.G.*

RE: **2016 Community Development Block Grant Fund Allocation Plan**

DATE: September 9, 2015

Attached please find a redline version of the 2016 Community Development Block Grant (CDBG) Fund Allocation Plan. The redline version provides the changes made by the CDBG Committee on August 11, 2015 and the City Plan Commission on August 20, 2015.

Also, included is the City Plan Commission report with details on the recommended amendments by both groups and the Executive Summary of the Consolidated Plan.

If you have any questions, please contact me at 262.653.4039 or via email at tgeliche@kenosha.org. I will be available at the Common Council meeting on September 9, 2015 to answer any questions.

AG:kas
Attachment

Community Development Block Grant Fund Allocation Plan 2015-2016

I. INTRODUCTION

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year **2015 2016**.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

II. FUNDING CATEGORIES

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

PUBLIC SERVICE

- Project/Program Delivery Costs
- Equipment to Support Program Services

HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT

- Housing Rehabilitation
- Code Enforcement Programs
- New Housing Construction
- Historic Preservation
- Neighborhood Projects

- Public Improvements
- Facility Improvements
- Revolving Loan Fund
- Revolving Business Loan programs
- Job Creation for Low/Moderate Income Benefit
- Commercial Revitalization

PLANNING / MANAGEMENT

- CDBG Implementation
- Comprehensive Planning
- Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- benefiting low and moderate income persons,
- addressing slums or blight,
- meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

III. EVALUATION CRITERIA

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

PUBLIC SERVICE PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Service Project, the proposal must be contained in **the Consolidated Plan, one of the following:**

- ~~Consolidated Plan~~
- ~~Agency Plan~~
- ~~Local Neighborhood Strategies~~

Benefit

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- 51% of the persons directly benefiting are from low-to-moderate income households, or
- 51% of the persons residing in the area being served are low-to-moderate income

Project Type

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- the project is a new project, or
- the project is a quantifiable increase in a service already being provided

Leveraging

To be considered for funding as a Public Service Project, the proposal must demonstrate

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Measurable Outcomes

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

HOUSING PROJECTS

Proposals must be either a Single Family Project or a Multi-Family Project.

Single Family Project

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- acquisition/rehabilitation
- demolition
- new construction

Multi-Family Project

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- acquisition/rehabilitation of two or more unit dwellings
- need to be structures that were built as multi-family dwellings
- construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

Plan Consistency

To be considered for funding as a Housing Project, the proposal must be contained in **the Consolidated Plan, one of the following:**

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~
- ~~Local Neighborhood Strategies~~

Benefit

To be considered for funding as a Housing Project, the proposal must benefit:

- 100% low-to-moderate income households for single family projects
- 51% low-to-moderate income households for multi-family projects

Leveraging

To be considered for funding as a Housing Project, the proposal must demonstrate:

- leveraging of funds (private, bank, HOME, HRCI, etc.)
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

PUBLIC IMPROVEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Improvement Project, the proposal must be contained in **the Consolidated Plan. one of the following:**

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Local Neighborhood Strategies~~

Benefit

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- 51% low-to-moderate income households, or
- eliminate slums or blight

Leveraging

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

FACILITY PROJECTS

Funds received (over \$1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-

profit entity.

Proposals must address the following:

Plan Consistency

To be considered for funding as a Facility Project, the proposal must be contained in **the Consolidated Plan. one of the following:**

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~
- ~~Local Neighborhood Strategies~~

Benefit

To be considered for funding as a Facility Project:

- the Agency must serve 51% low-to-moderate income persons, or
- the Project must eliminate slums or blight

Leveraging

To be considered for funding as a Facility Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- the Project will enhance the services provided by the applicant
- effect or relationship of the project to programming
- the Project is necessary to address conditions detrimental to public health and safety

Location

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

ECONOMIC DEVELOPMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as an Economic Development Project, the proposal must be contained in **the Consolidated Plan. one of the following:**

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~

→ ~~Local Neighborhood Strategies~~

Benefit

To be considered for funding as an Economic Development Project, the proposal must benefit:

- 51% low-to-moderate income persons through job creation or retention activities, or
- eliminate slums or blight

Leveraging

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project is necessary to address conditions detrimental to public health and safety

Measurable Outcomes

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

PLANNING / MANAGEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Planning/Management Project, the proposal must be contained in **the Consolidated Plan. one of the following:**

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~

Benefit

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

Leveraging

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding

- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project will enhance or relate to the Agency's long term programming

IV. FUNDING ALLOCATION FOR 2015 2016 (based on a \$921,263 the following allocation)	
2016 Entitlement Allocation	\$936,778
Unallocated Entitlement Fund Balance	\$280,843
TOTAL	\$1,217,621

The categorical percentages established for the CDBG Program for 2015 2016 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2015 2016, reductions will be made across the board. ~~If there is an increase in CDBG funds received for the year 2015, these funds will be allocated based on applications on file.~~ If there is an increase of \$25,000 or less in CDBG funds received for the year 2016, funds will be distributed equally proportionally to those that were allocated funding, except for those that were fully funded, up to the requested amount. If the increase is more than \$25,000, funds will be allocated to a Street Resurfacing Fund.

Priority

Priority will be given to proposals that address the following:

- Decent Affordable Housing
- Create Suitable Living Environments for Low-to Moderate Income Persons
- Create Economic Opportunity

V. REPROGRAMMING OF FUNDS

All funds available for reprogramming during the 2015 2016 program year are designated to be reprogrammed by the CDBG Committee as determined by the CDBG Committee.

VI. TIMELINESS

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

VII. FUNDING REQUESTS

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

VIII. INELIGIBLE ACTIVITIES

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

IX. LIENS

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/ckays/1CDBG/2016PY/2015AllocationPlan-REDLINE.odt

2016 Community Development Block Grant Allocation Plan. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item will be reviewed by the Finance Committee and the Common Council.

LOCATION AND ANALYSIS:

Site: City-Wide

1. After conducting a public hearing on August 11, 2015, the Community Development Block Grant (CDBG) Committee recommended approval of the 2016 Fund Allocation Plan which is a requirement of the Department of Housing and Urban Development for the allocation of CDBG funds.
2. The Plan provides guidance on the following:
 - a. Funding Categories
 - b. Evaluation Criteria
 - c. Funding Allocation
 - d. Reprogramming of Funds
 - e. Timeliness
 - f. Funding Requests
 - g. Ineligible Activities
 - h. Liens
3. The CDBG Committee recommended a change to the evaluation criteria removing Agency Plan, Local Neighborhood Strategies, Neighborhood Plan, Area Plan and Agency Plan
 - *The change results in proposals having to meet the needs of the Consolidated Plan.*
4. The CDBG Committee recommended utilizing \$280,843 in Unallocated Entitlement Funds in addition to the anticipated 2016 Entitlement amount of \$936,778 in 2016 Funds.
 - *The change results in a total allocation of \$1,217,621.*
5. The CDBG Committee also recommended a change if there is an increase in funding from the 2016 Entitlement Grant from HUD.
 - *The change results in the following language: If there is an increase of \$25,000 or less in CDBG funds received for the year 2016, funds will be distributed equally to those that were allocated funding, except for those that were fully funded. If the increase is more than \$25,000, funds would be allocated to a Street Resurfacing Fund.*

RECOMMENDATION:

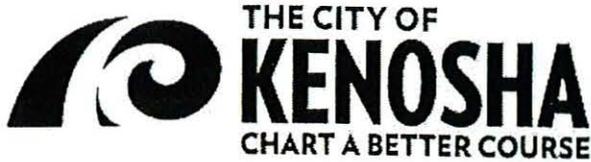
A recommendation is made to approve the 2016 CDBG Fund Allocation Plan.



Tony Geliche, Community Development Specialist



Jeffrey B. Labahn, Director



Tuesday, August 11, 2015 at 5:00 pm
Municipal Building
625 52nd Street - Room 202- Kenosha, WI 53140

2016 Community Development Block Grant Allocation Plan. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item will be reviewed by the City Plan Commission and Finance Committee with final approval by the Common Council.

ANALYSIS:

1. The Community Development Block Grant (CDBG) Committee is responsible for developing and preparing the Allocation Plan for the 2016 CDBG Program. A copy of the 2015 Plan is attached along with the Executive Summary and Priority Needs from the recently adopted Consolidated Plan.
2. The new plan should consider the following:
 - a. A project funded with CDBG funds must fit into one of three (3) Federally identified categories:
 - Low and moderate income benefit
 - Elimination of slums and blight
 - Urgent need (emergency situation-disaster)

70% of the funds expended during the 2014-2016 program years must benefit low to moderate income persons.

- b. Funding Categories:
 - Below are the categories and percentages that were used during the prior program years:

PROGRAM CATEGORY	2008	2009	2010	2011	2012	2013	2014	2015
Public Service	15%	15%	15%	15%	15%	15%	15%	15%
Planning & Management	20%	20%	20%	20%	20%	20%	20%	20%
Housing & Neighborhood Improvement	62-65%	62-65%	53-63%	65%	65%	65%	65%	65%
Economic Development	0-3%	0-3%	0-12%					

- c. Funding Level Limitations:
 - There are two (2) regulatory limitations on the level of funding.
 - First - Planning, Management and General Administration costs cannot exceed 20% of the total funds expended.
 - Second - only 15% of the total funds can be used for public service projects.
- d. Planning/Administration
 - These funds are used to administer the CDBG Program and for comprehensive planning activities which include:
 - Comprehensive Plans
 - Individual Project Plans
 - Community Development Plans
 - Capital Improvement Programs

- Small Area and Neighborhood Plans
- Analysis of impediments to fair housing choice
- Environmental and Historic Preservation studies
- Functional Plans (*housing, land use, energy conservation or economic development*)

- Priority
 - Emphasis needs to be placed on addressing the Priority needs as identified in the Consolidated Plan.

- Reduction/Increase in Funding
 - Direction needs to be provided on what happens if the City receives additional funding as well as if there is a reduction in funding.

- Reprogramming of Funds
 - Direction needs to be provided on how funds designated to be re-programmed will be re-allocated.

RECOMMENDATION:

For Committee review and recommendation.



Tony Geliche, Community Dev Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CDBG/2016PY/15-AUG11/Staff-AllocationPlan.doc

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The purpose of the City of Kenosha's Five Year 2015-2019 Consolidated Plan is to develop a viable urban community by providing decent housing, a suitable living environment, expanded economic opportunities principally for low and moderate-income persons, and programs that will address the needs of homeless and near homeless persons. The plan sets forth how two HUD grants, the Community Development Block Grant and the HOME Investment Partnership Grant, will be used as investment priorities to achieve specific HUD objectives and outcomes performance measures.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City's goals for the 2015-2019 planning period focus on continuing neighborhood revitalization efforts, providing affordable housing and assisting low-income, homeless, and special needs residents with supportive services. Specifically, the City will do the following:

Provide Decent Affordable Housing:

- Assist 100 low to moderate income rental households through rehabilitation
- Add 5 to 10 homeowner housing units for low to moderate income households
- Rehabilitate 50 homeowner housing units for low to moderate income households
- Provide direct financial assistance to 10 low to moderate income homebuyers
- Provide Tenant-based Rental Assistance to 40 low-income households

Create Suitable Living Environments for low to moderate income persons:

- Assist 10,000 persons through Public Facility or Infrastructure activities
- Assist 12,500 persons through Public Service activities
- Assist 750 homeless persons through overnight shelters

Create Economic Opportunity:

- Create and/or retain 15 low to moderate income jobs
- Assist 15 businesses (creation/expansion)

3. Evaluation of past performance

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Community Dev - Public Facilities & Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups
	Associated Goals	Suitable Living Environ-Facilities/Infrastructure
	Description	Youth Centers Neighborhood Improvements Homeless Facilities Infrastructure

	Basis for Relative Priority	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs
2	Priority Need Name	Community Development - Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups
	Associated Goals	Suitable Living Environ through Public Services
	Description	Youth Services Job Training Homeless Services Expansion of Public Transportation

	Basis for Relative Priority	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
3	Priority Need Name	Community Development - Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups
	Associated Goals	Create Economic Opportunities
	Description	Job Creation Job Training Commercial Revitalization
	Basis for Relative Priority	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
	4	Priority Need Name	Housing
Priority Level		High
Population		Extremely Low Low Moderate Middle Large Families Families with Children Elderly
Geographic Areas Affected		Low - moderate Income Census Tract Block Groups
Associated Goals		Provide safe, decent affordable housing

	Description	<p>Exterior property maintenance/rehabilitation:</p> <ul style="list-style-type: none"> • Owner households between 50-80% AMI • Owner households with housing cost burden greater than 30% of their monthly income <p>Exterior property maintenance/rehabilitation:</p> <ul style="list-style-type: none"> • Renter households between 0-30% AMI • Renter households with housing cost burden greater than 30% of their monthly income <p>Affordable Housing:</p> <ul style="list-style-type: none"> • Coordinate housing with Habitat for Humanity in which housing cost burden is less than 30% of the household's monthly income • Tenant-based rental assistance <p>Purchase assistance (down payment assistance, closing cost assistance, mortgage assistance)</p>
	Basis for Relative Priority	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
5	Priority Need Name	Homeless
	Priority Level	High
	Population	<p>Extremely Low Low Moderate Middle Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth</p>
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups
	Associated Goals	<p>Suitable Living Environ-Facilities/Infrastructure Suitable Living Environ through Public Services</p>

	Description	Affordable Housing including permanent supporting housing and transitional housing Supportive Services Services to prevent homelessness
	Basis for Relative Priority	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
6	Priority Need Name	Planning and Administration
	Priority Level	High
	Population	Low Moderate
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups
	Associated Goals	Administration and Planning
	Description	Oversight, management, monitoring and coordination of CDBG and HOME Programs. Comprehensive Planning
	Basis for Relative Priority	Program Administration

Narrative (Optional)

Priority needs were identified through a Public Input Session, an online survey, and the needs assessment. A public input session was held on April 28, 2014 and attended by thirty-two participants from agencies, groups and organizations. The online survey was conducted from April 1 through April 30, 2014 with 238 respondents. The survey questions covered housing, homeless, special needs, infrastructure, public facilities, public service, and economic development.

September 1, 2015

To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, MBA, PE
Acting Director of Public Works/City Engineer

Shelly Billingsley *KS* *9/1/15*

Subject: **State/Municipal Agreement for a State-Let Highway Project
Sheridan Rd (STH 32) from 91st Street to 85th Street
WisDOT I.D. 3240-14-00/20/70
Non-Participating Local Project Costs**

BACKGROUND INFORMATION

Highway 32 (Sheridan Road) from 91st Street to 85th Street is planned for reconstruction in 2022. This portion of STH 32 is state jurisdiction and WisDOT will hire a consultant to begin the design of this project after July 1, 2016. Although most of the cost will be state responsibility, there are some elements of the design that will be non-participating or local responsibility. By approving the State/Municipal Agreement for a State-Let Highway Project, the city can get this project formally included in the State's program.

The project agreement commits the city to fund the elements of the design and construction that are not covered by state funding. These costs will be included in future CIP budgets.

Formal approval of the State/Municipal Agreement is required for authorization.

RECOMMENDATION

Approve the State/Municipal Agreement and authorize the Mayor to execute the necessary documents on behalf of the City.

SAB/kjb



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: April 23, 2015
 I.D.: 3240-14-00/20/70
 Road Name: Sheridan Rd (STH 32)
 Limits: 91st St to 85th St
 County: Kenosha
 Roadway Length: 0.76 Miles

The signatory City of Kenosha, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering: Plan Development	\$ 960,000	\$ 720,000	75%	\$ 240,000	25%
Real Estate Acquisition: Acquisition	\$ 107,000	\$ 107,000	100%	\$ -	0%
Compensable Utilities	\$ 10,000	\$ -	0%	\$ 10,000	100%
Construction: Participating	\$ 8,800,000	\$ 8,800,000	100%	\$ -	0%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 9,882,000	\$ 9,627,000		\$ 255,000	

* See Item 9 Basis for local participation in Terms and Conditions plans are complete.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Kenosha (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make

fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - (d) Funding for construction of standard roadway items – 100% State.
 - (e) Funding for non-participating items 100% Municipality.

[END]

**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 08/01/15 through 08/15/15 and have approved the disbursement as follows:

1. Checks numbered from 151090 through 151443 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>3,592,385.70</u>
SUBTOTAL	<u>3,592,385.70</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,281,125.39

TOTAL DISBURSEMENTS APPROVED 4,873,511.09

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

Rocco LaMacchia Sr.

Bob Johnson

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

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: 08/25/15

Prepared By: *MKS*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151090	8/05	RNOW, INC.	630-09-50101-393-000	07/15 PARTS/MATERIAL	1,419.71
			630-09-50101-393-000	07/15 #2833 PARTS/MA	964.40
			630-09-50101-393-000	07/15 PARTS/MATERIAL	902.04
			630-09-50101-393-000	07/15 PARTS/MATERIAL	694.44
			630-09-50101-393-000	07/15 PARTS/MATERIAL	624.64
			630-09-50101-393-000	07/15 PARTS/MATERIAL	522.00
			630-09-50101-393-000	07/15 #2833 PARTS/MA	385.21
			630-09-50101-393-000	07/15 PARTS/MATERIAL	366.42
			630-09-50101-393-000	07/15 PARTS/MATERIAL	90.60
				..... CHECK TOTAL	5,969.46
151091	8/05	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	08/15 HEALTH SERVICE	50,210.17
151092	8/05	HWY C SERVICE	630-09-50101-393-000	07/15-SE SERVICE/PAR	281.26
			630-09-50101-393-000	07/15-SE#2447 PARTS	232.57
			630-09-50101-393-000	07/15-SE SERVICE/PAR	177.24
				..... CHECK TOTAL	691.07
151093	8/05	ICMA RETIREMENT TRUST	110-00-21572-000-000	07/16-31/15 CONTRIBS	56,300.81
			110-00-21599-000-000	07/16-31/15 CONTRIBS	10,528.49
			110-00-21524-000-000	07/16-31/15 CONTRIBS	860.00
				..... CHECK TOTAL	67,689.30
151094	8/05	KRANZ, INC.	630-09-50101-393-000	07/15 PRODUCTS/MTRL	1,696.76
151095	8/05	KENOSHA JOINT SERVICES	110-02-52111-251-000	08/15-JOINT SERVICES	224,412.75
			110-02-52202-251-000	08/15-JOINT SERVICES	56,103.25
				..... CHECK TOTAL	280,516.00
151096	8/05	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	06/15 DRUGS	174.40
151097	8/05	KENOSHA NEWS	402-11-51401-585-000	07/15 15-1014 ST RPR	114.72
			402-11-51401-585-000	07/15 CDBG 26TH AVE	111.30
			402-11-51401-585-000	07/15 2015 ASPHALT	110.16
			402-11-51401-585-000	07/15 2015 CRACK, JT	105.60
				..... CHECK TOTAL	441.78
151098	8/05	AMERICAN PLANNING ASSOC	110-01-51601-323-000	DUES-PA VANG#315712	265.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151099	8/05	KENOSHA COUNTY	110-02-52105-283-000	08/15 MONTHLY RENT	11,440.25
151100	8/05	WILLKOMM INC., JERRY	630-09-50101-391-000	07/15-CE UNLEADED GA	17,902.50
			630-09-50101-392-000	07/15-CE DIESEL FUEL	14,845.38
			521-09-50101-341-000	06/15-AR DIESEL FUEL	1,993.36
			521-09-50101-341-000	06/15-AR DIESEL FUEL	779.59
				..... CHECK TOTAL	35,520.83
151101	8/05	WE ENERGIES	524-05-50101-221-000	#28 06/09-07/09	1,050.11
			110-03-53109-221-000	#28 06/10-07/12	993.62
			110-05-55102-221-000	#28 06/03-07/02	992.43
			110-05-55109-221-000	#28 06/10-07/10	887.52
			110-03-53109-221-000	#28 06/09-07/09	504.40
			110-05-55102-221-000	#28 06/10-07/12	451.68
			110-05-55109-221-000	#28 06/09-07/09	372.82
			110-03-53109-221-000	#28 06/07-07/07	275.75
			110-03-53109-221-000	#28 06/08-07/08	160.01
			110-03-53109-221-000	#28 06/03-07/05	138.48
			110-05-55109-221-000	#28 06/10-07/12	135.18
			110-03-53103-221-000	#28 06/07-07/07	134.58
			110-05-55108-221-000	#28 06/11-07/15	110.42
			110-05-55102-221-000	#28 06/09-07/09	86.69
			110-05-55109-221-000	#28 06/08-07/08	84.13
			110-05-55109-221-000	#28 06/11-07/13	59.02
			524-05-50101-222-000	#28 06/09-07/09	55.51
			110-03-53109-221-000	#28 06/04-07/06	51.46
			110-03-53109-221-000	#28 06/11-07/13	46.51
			110-05-55108-221-000	#28 06/11-07/13	30.75
			110-05-55109-222-000	#28 06/09-07/09	24.93
			110-05-55102-221-000	#28 06/11-07/13	17.14
			110-05-55108-221-000	#28 06/09-07/09	16.29
			110-05-55103-222-000	#28 06/07-07/07	13.59
			110-05-55109-222-000	#28 06/10-07/12	11.07
			110-05-55109-222-000	#28 06/11-07/13	10.56
				..... CHECK TOTAL	6,714.65
151102	8/05	STATE OF WISCONSIN	110-00-21901-999-000	06/15 COURT COSTS	17,280.64
			110-00-21911-999-000	06/15 COURT COSTS	11,473.80
			110-00-45104-999-000	06/15 COURT COSTS	3,510.00
				..... CHECK TOTAL	32,264.44

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151103	8/05	PAYNE & DOLAN INC.	110-03-53103-355-000	07/15-ST ASPHALT MAT	2,254.66
151104	8/05	REINDERS INC.	524-05-50101-353-000	FERTILIZER	3,399.50
			110-05-55102-353-000	FERTILIZER	2,675.00
			110-05-55102-353-000	FERTILIZER	2,615.00
			524-05-50101-353-000	CHLOROTHALONIL	2,550.00
			110-05-55104-353-000	GRASS SEED	2,400.00
			524-05-50101-353-000	FERTILIZER	1,872.50
			630-09-50101-393-000	07/15-CE#3109 PARTS/	781.64
			630-09-50101-393-000	07/15-SE#3109 PARTS/	665.60
			630-09-50101-393-000	07/15-CE#3109 PARTS/	263.16
			110-05-55109-344-000	07/15-PA PARTS/SERVI	194.76
			110-05-55109-344-000	07/15-PA PARTS/SERVI	130.97
			630-09-50101-393-000	07/15-CE#2681 PARTS/	90.70
				..... CHECK TOTAL	17,638.83
151105	8/05	AMERICAN BOTTLING CO.	524-05-50101-397-000	07/15 SOFT DRINKS	208.32
151106	8/05	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	07/15 SWEEPER PARTS/	1,675.00
151107	8/05	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/15 SE #2215 PARTS	122.73
151108	8/05	FABCO EQUIPMENT, INC.	630-09-50101-393-000	07/15 SE #2595 PARTS	44.30
151109	8/05	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	07/15-TD TIRE LEASE	606.48
151110	8/05	AT&T	110-02-52203-225-000	7/22-8/21 REPEATER	413.26
151111	8/05	KENOSHA AREA CHAMBER	110-01-50101-264-000	7/23/15-D BOGDALA	35.00
151112	8/05	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	07/15-FD IDENTIFIERS	99.00
151113	8/05	OFFICEMAX	110-01-51601-311-000	07/15 CD #3218 OFFC	156.44
			110-01-52001-311-000	07/15 MC #3217 OFFC	46.00
			110-01-52001-311-000	07/15 MC #3220 OFFC	40.40
			110-01-51101-311-000	07/15 FN #3219 OFFC	36.30
			110-01-51601-311-000	07/15 CD #3218 OFFC	17.86
			110-02-52201-311-000	07/15 FD #3221 OFFC	13.08
			110-01-51601-311-000	07/15 CD #3218 RETN	19.77CR
				..... CHECK TOTAL	290.31

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151114	8/05	WI IAAI	110-02-52204-323-000	T COX MEMBER DUES	25.00
151115	8/05	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	07/15-SE MATERIALS	223.56
151116	8/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000 501-09-50105-344-000	07/15-SW TOOLS/SUPPL 07/15-ST TOOLS/SUPPL CHECK TOTAL	258.00 24.73 282.73
151117	8/05	XEROX CORPORATION	110-02-52201-232-000	3/23-4/30/15 COPIER	53.15
151118	8/05	NEENAH FOUNDRY CO. (K0363)	501-09-50105-389-000	STORM DRAIN COVER	191.59
151119	8/05	HOLLAND SUPPLY, INC.	630-09-50101-393-000 501-09-50105-344-000 110-02-52203-344-000 630-09-50101-393-000	07/15-CE HYDRAULIC F 07/15-ST HYDRAULIC F 07/15-FD HYDRAULIC F 07/15-CE HYDRAULIC F CHECK TOTAL	266.89 32.90 25.00 13.75 338.54
151120	8/05	PITNEY BOWES	110-01-51306-282-000	07/15 MACHINE LEASE/	386.00
151121	8/05	AECOM TECHNICAL SERVICES INC	417-11-50802-259-000 420-11-51310-589-000 420-11-51310-589-000	6/6-7/10 GRADE PLAN 5/16-7/13 ENVIR SUPT 5/16-7/10 R4R SUPPT CHECK TOTAL	7,487.99 1,293.08 329.40 9,110.47
151122	8/05	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	07/15 YW COUPON PRG 07/15 YW COUPON PRG CHECK TOTAL	1,533.33 18.01 1,551.34
151123	8/05	GUTTORMSEN, HARTLEY,	110-01-50301-219-000 110-01-50301-219-000	06/15 E BISCIGLIA 06/15 SERVICES CHECK TOTAL	112.50 112.50 225.00
151124	8/05	PACE ANALYTICAL	501-09-50103-219-000 420-11-51210-589-846 497-11-50102-219-846	SHORELINE REPAIR I 5/19 LAB SERVICE 5/19 LAB SERVICE CHECK TOTAL	596.00 403.28 88.72 1,088.00
151125	8/05	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000 632-09-50101-243-000	07/15-FD JANITORIAL 07/15-SE CLEANING SE CHECK TOTAL	700.00 226.60 926.60

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151126	8/05	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	07/15-SE SERVICES/PA	1,960.80
			630-09-50101-393-000	07/15-SE SERVICES/PA	1,362.00
			630-09-50101-393-000	07/15-SE SERVICES/PA	1,325.00
				..... CHECK TOTAL	4,647.80
151127	8/05	FRONTIER	110-02-52203-225-000	7/22-8/21 FIRE	42.05
151128	8/05	TUNDRA LODGE RESORT	632-09-50101-263-000	9/8/15 J GETKA	70.00
151129	8/05	US CELLULAR	501-09-50103-226-000	07/15 SW-CELL AIRTM	22.80
			501-09-50106-226-000	07/15 SW-CELL AIRTM	4.10
			520-09-50401-226-000	07/15 TD-CELL AIRTM	3.65
				..... CHECK TOTAL	30.55
151130	8/05	STERICYCLE, INC	611-09-50101-155-504	06/15 SERVICES	98.90
151131	8/05	GFOA	411-11-51101-532-000	CONSULTING SERV.	25,770.00
151132	8/05	MALSACK, J	110-09-56501-259-570	7/15 6106 23 AV-GRS	416.59
			110-09-56501-259-570	7/15 4000 33 AV-GRS	275.50
			110-09-56501-259-570	7/15 1712 55 ST-GRS	239.82
			110-09-56501-259-570	7/15 4605 38 AV-GRS	128.72
			110-09-56501-259-570	7/15 6815 14 AV-GRS	102.53
			110-09-56501-259-570	7/15 5538 31 AV-GRS	97.47
			110-09-56501-259-570	7/15 2420 55 ST-GRS	57.19
			110-09-56501-259-570	7/15 6039 14 AV-GRS	30.16
			110-09-56501-259-570	7/15 3326 44 ST-GRS	28.50
			110-09-56501-259-570	7/15 4054 7 AV-GRAS	10.45
			110-09-56501-259-570	7/15 914 74 ST-GRAS	9.50
				..... CHECK TOTAL	1,396.43
151133	8/05	CRIVELLO-CARLSON	110-09-56405-212-000	12/4/14-5/22/15 W/C	1,009.01
151134	8/05	JENSEN TOWING	110-02-52103-219-000	06/15-#13-084037 TOW	45.00
			110-02-52103-219-000	03/15-#14-149853 TOW	45.00
				..... CHECK TOTAL	90.00
151135	8/05	UNITED LABORATORIES, INC	520-09-50202-249-000	05/15 CLEANING/SUPPL	1,860.79
151136	8/05	WLECHA	110-02-52107-264-000	REISSUE CK 150696	450.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151137	8/05	FIFTY STATES DIST.	110-02-52203-259-000	06/15 LAUNDRY SERVIC	2,467.43
151138	8/05	FASTENAL COMPANY	205-03-53118-344-000 501-09-50105-344-000 110-05-55101-311-000	07/15 WA TOOLS/MATER 07/15 SW TOOLS/MATER 07/15 PA TOOLS/MATER CHECK TOTAL	54.89 43.21 11.14 109.24
151139	8/05	MASTERCRAFT BUILDERS	501-00-21128-000-000	ESCROW 4503 20TH PL	2,000.00
151140	8/05	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	06/15 SERVICE	629.00
151141	8/05	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000	07/15 CE FASTENERS	183.08
151142	8/05	MENARDS (KENOSHA)	405-11-51317-589-821 110-02-52203-344-000 521-09-50101-344-000 521-09-50101-344-000 110-02-52203-382-000 110-05-55109-361-000 110-02-52203-382-000 521-09-50101-382-000 110-02-52203-353-000 110-05-55102-249-000 110-03-53110-389-000	06/15-PW MERCHANDISE 07/15-FD MERCHANDISE 07/15-AR MERCHANDISE 07/15-AR MERCHANDISE 07/15-FD MERCHANDISE 07/15-PA MERCHANDISE 07/15-FD MERCHANDISE 07/15-AR MERCHANDISE 07/15-FD MERCHANDISE 07/15-PA MERCHANDISE 07/15-ST MERCHANDISE CHECK TOTAL	489.16 229.00 133.72 101.85 68.83 62.95 61.95 36.43 22.98 13.04 11.92 1,231.83
151143	8/05	DYNAMIC RECYCLING, INC	110-03-53117-253-000	7/15 RECYCL ELECTRNC	2,201.73
151144	8/05	TOTAL CYCLERY	110-02-52103-344-000	07/15-PD BIKE REPAIR	109.98
151145	8/05	ELECTION SOURCE	110-01-51901-311-000	DIVIDING CURTAIN	330.24
151146	8/05	SKM, LLC	110-05-55109-344-000	SWITCH	135.29
151147	8/05	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	07/15 DEDUCTION	1,898.43
151148	8/05	BEST DOCTORS	611-09-50101-155-527	06/15-PREMIUMS	1,507.15
151149	8/05	GUETZKE & ASSOCIATES INC.	110-02-52203-235-000 110-02-52203-235-000	REPLACE BATTERIES REPLACE BATTERIES CHECK TOTAL	71.96 71.96 143.92

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151150	8/05	CEDAR CREST	524-05-50101-397-000	07/15-GO CONCESSION	41.88
151151	8/05	KENOSHA COUNTY TREASURER	110-00-21910-999-000	06/15-FEES COLLECTED	8,374.37
			110-00-21901-999-000	06/15-FEES COLLECTED	2,152.18
			110-00-21910-999-000	06/15-FEES COLLECTED	162.00
				..... CHECK TOTAL	10,688.55
151152	8/05	TIME WARNER CABLE	110-01-51102-233-000	7/17-8/16 CITY HALL	786.00
151153	8/05	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	06/15 SEARCHES/LOCAT	50.00
151154	8/05	WHOLESALE DIRECT INC	630-09-50101-393-000	07/15-SE#3155 PARTS/	623.58
151155	8/05	HAPPENINGS MAGAZINE	222-09-50101-259-000	07/15 PB&J AD	363.00
151156	8/05	MIDWEST GRAPHICS SERVICES	222-09-50101-259-000	PIKE RIVER	25.00
151157	8/05	GILLIG CORPORATION	520-09-50201-347-000	06/15-TD BUS PARTS	90.60
151158	8/05	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	06/15-FD PLYMOVENT R	241.21
151159	8/05	IAFF/NATIONWIDE	110-00-21574-000-000	07/16-31/15 CONTRIBS	20,899.39
151160	8/05	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	07/15 SE #3155 PARTS	383.65
			630-09-50101-393-000	07/15 SE #3155 PARTS	201.95
				..... CHECK TOTAL	585.60
151161	8/05	TNT RESCUE SYSTEMS, INC	110-02-52203-344-000	OIL MINERAL	60.08
151162	8/05	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	07/16-31/15 CONTRIBS	8,554.33
			110-00-21539-000-000	07/16-31/15 CONTRIBS	705.00
				..... CHECK TOTAL	9,259.33
151163	8/05	AURORA HEALTH CARE	110-09-56405-161-000	6/10/15 W/C	267.75
			110-09-56405-161-000	6/15/15 W/C	266.90
			110-09-56405-161-000	6/10/15 W/C	112.20
				..... CHECK TOTAL	646.85
151164	8/05	AURORA HEALTH CARE	110-09-56405-161-000	REISSUE CK 148123	3,784.63
			110-09-56405-161-000	REISSUE CK 147792	1,796.17
			520-09-50101-161-000	REISSUE CK 147792	321.30
				..... CHECK TOTAL	5,902.10

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151165	8/05	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	5/26/15 W/C	440.77
			110-09-56405-161-000	5/20/15 W/C	440.77
			110-09-56405-161-000	5/18/15 W/C	440.77
			110-09-56405-161-000	5/13/15 W/C	391.35
				..... CHECK TOTAL	1,713.66
151166	8/05	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/09/15 W/C	833.33
151167	8/05	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/12/15 W/C	345.00
151168	8/05	LGIP MUSEUM	110-00-21805-000-000	08/01/15 WIRE TRANS	139,000.00
151169	8/05	KARASTI, GARY	611-09-50101-155-000	HEALTH INS 11/11-11/	19,837.82
151170	8/05	WILLIAM RYAN HOMES	501-00-21128-000-000	ESCROW 6710 85TH AVE	2,000.00
151171	8/05	COMFORT SUITES HOTEL	110-02-52204-263-000	T COX 9/29-10/2/15	210.00
151172	8/05	BENNING, DUSTIN C	110-00-21111-000-000	REISSUE CK 147958	207.03
151173	8/05	KNAPP, MEAGAN	110-00-21905-000-000	BEACHHOUSE 7/18/15	300.00
151174	8/05	JOHNSON LHG, INC	110-09-56505-411-000	2014 PP ASSMNT	500.48
151175	8/05	HARPER, SARINA	110-00-21905-000-000	WOLFENBUTTEL 7/18/15	50.00
151176	8/05	UBRIG, WILLIAM	110-00-21905-000-000	BEACHHOUSE 7/19/15	300.00
151177	8/05	ARZATE, ERIKA	110-00-21905-000-000	BEACHHOUSE 7/17/15	150.00
151178	8/05	RILEY, CYNTHIA	110-00-44507-000-000	REISSUE CK #149486	125.00
151179	8/05	GRIFFIN, WALTER & KAREN	110-00-21106-000-000	REISSUE CK #145994	181.00
151180	8/05	BRENNAN, KELLY	110-00-21106-000-000	REISSUE CK #146962	131.88
151181	8/05	ALBRECHT, TREVOR	110-02-52107-263-000	REISSUE CK #142131	22.00
151182	8/05	VIOLA, LEO	110-02-52107-263-000	7/20-21 MILWAUKEE	16.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151183	8/05	JURGENS, ADAM	110-02-52107-263-000	7/20-21 MILWAUKEE	16.00
151184	8/05	KUKOWSKI, ERIC	110-02-52107-263-000	7/20-21 MILWAUKEE	16.00
151185	8/05	YANDEL, DAVID M	110-02-52107-263-000	7/20-21 MILWAUKEE	16.00
151186	8/05	ALLES, RYAN W	110-02-52107-263-000	7/20-21 MILWAUKEE	16.00
151187	8/07	VIKING ELECTRIC SUPPLY	110-02-52203-344-000	07/15-FD ELECTRICAL	137.96
151188	8/07	GENERAL FIRE EQUIPMENT CO	422-11-51505-561-000	07/15-PD SQUAD EQUIP	6,257.97
			422-11-51505-561-000	07/15-PD SQUAD EQUIP	877.50
			422-11-51506-561-000	JOTTODESK	339.15
				..... CHECK TOTAL	7,474.62
151189	8/07	INTERSTATE ELECTRIC SUPPLY	110-03-53109-361-000	07/15-ST ELECTRICAL	26.00
151190	8/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/07/15 CITY HRLY	9,616.50
			110-00-21562-000-000	08/07/15 WATER HRLY	3,065.62
			110-00-21562-000-000	08/07/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	12,697.12
151191	8/07	KENOSHA CO HUMANE SOCIETY	110-00-44304-999-000	1/15-6/15 COLL FEES	6,996.25
			110-00-45103-999-000	1/15-6/15 COLL FEES	2,084.23
			110-00-44310-999-000	1/15-6/15 COLL FEES	270.00
			110-00-44310-000-000	1/15-6/15 COLL FEES	12.50
				..... CHECK TOTAL	9,362.98
151192	8/07	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	LAB #15-080752	99.20
			110-02-52101-219-000	LAB #15-090656	99.20
			110-02-52101-219-000	LAB #15-099728	49.60
				..... CHECK TOTAL	248.00
151193	8/07	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/15/15 W/C	1,524.43
151194	8/07	KENOSHA NEWS	110-01-50101-321-000	6/15 & 6/29 CC MIN	447.89
			110-01-50101-321-000	06/15 ZO 18.02/REZN	71.54
			110-01-50101-321-000	07/15 2ND READ ORDS	39.85
			110-01-50101-321-000	07/15 ZONING 38 ST	32.64
			110-01-50101-321-000	07/15 ZONE HWY 142	32.64
			110-01-50101-321-000	07/15 CD-RES ANNEX	32.64
			110-01-50101-321-000	07/15 ZONING 128 AV	31.50
			110-00-21104-000-000	07/15 PRAGAT LLC	21.93
			110-01-50101-321-000	07/15 1ST READ ORDS	11.72
			 CHECK TOTAL	722.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151195	8/07	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	6/15 AMECHE ELECTRIC	104.64
151196	8/07	WE ENERGIES	110-03-53109-221-000	#29 06/18-07/20	1,784.49
			110-02-52203-221-000	#29 06/15-07/15	1,527.80
			110-05-55109-221-000	#29 06/14-07/14	1,073.66
			110-03-53109-221-000	#29 06/17-07/19	781.45
			110-03-53109-221-000	#29 06/15-07/15	690.59
			110-05-55102-221-000	#29 06/16-07/16	431.60
			110-05-55109-221-000	#29 06/18-07/20	398.32
			110-03-53109-221-000	#29 06/11-07/13	279.99
			110-03-53109-221-000	#29 05/21-06/22	266.57
			110-05-55109-221-000	#29 06/17-07/19	228.11
			110-03-53103-221-000	#29 06/14-07/14	220.18
			110-03-53109-221-000	#29 06/17-07/20	175.07
			110-05-55102-221-000	#29 06/17-07/17	152.34
			110-03-53109-221-000	#29 06/14-07/14	138.67
			110-05-55109-221-000	#29 06/16-07/16	125.76
			110-02-52203-222-000	#29 06/14-07/14	86.61
			110-05-55109-221-000	#29 06/15-07/15	82.92
			110-05-55109-221-000	#29 06/12-07/14	71.44
			110-05-55109-221-000	#29 06/11-07/13	45.37
			110-02-52203-222-000	#29 06/15-07/15	44.58
			110-03-53109-221-000	#29 06/21-07/21	37.68
			632-09-50101-221-000	#29 06/18-07/20	36.88
			110-05-55109-221-000	#29 06/19-07/21	29.89
			519-09-50106-221-000	#29 06/14-07/14	29.39
			110-05-55109-221-000	#29 06/21-07/21	20.68
			110-05-55109-222-000	#29 06/14-07/15	9.90
				..... CHECK TOTAL	8,769.94
151197	8/07	OAKES & SON, INC., A. W.	403-11-51009-589-000	EST 3 THRU 7/17/15	8,882.39
151198	8/07	WEST GROUP	110-01-50301-322-000	06/15-LE SUBSCRIPTIO	272.44
151199	8/07	CHIEF CORPORATION	110-02-52103-365-000	36 30 MIN FLARES	1,480.97
			110-02-52103-365-000	X2 AEROSOL MK-3	161.84
			 CHECK TOTAL	1,642.81
151200	8/07	LARK UNIFORM, INC.	110-02-52103-367-000	07/15-PD UNIFORMS	345.78

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151201	8/07	OFFICEMAX	110-01-51303-311-000	07/15 HR #3179 OFFC	19.30
			110-01-50301-311-000	07/15 LE #3222 OFFC	16.42
			110-01-51601-311-000	07/15 CD #3197 OFFC	7.79
				..... CHECK TOTAL	43.51
151202	8/07	NORTH AMERICAN SALT CO.	630-09-50101-394-000	EARLY FILL SALT	225,809.82
151203	8/07	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	07/15 ST STRUCTURES/	341.00
			403-11-51102-588-000	07/15 ST STRUCTURES/	205.04
				..... CHECK TOTAL	546.04
151204	8/07	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	07/15 FD PARTS/MATER	235.55
151205	8/07	RILEY CONSTRUCTION CO., INC.	501-00-21128-000-000	ESCROW-5811-99 AVE	5,000.00
			110-00-21119-000-000	ESCROW-5811 99 AVE	4,000.00
				..... CHECK TOTAL	9,000.00
151206	8/07	UNITED HOSPITAL SYSTEM	110-09-56405-161-000	7/10/15 W/C	225.32
			110-02-52102-219-000	RECORDS #15-066434	61.86
			110-02-52102-219-000	RECORDS #15-0866434	32.90
				..... CHECK TOTAL	320.08
151207	8/07	CICCHINI ASPHALT LLC	403-11-51202-588-000	EST 1 THRU 7/15/15	58,202.69
			237-06-50407-259-000	EST 1 THRU 7/15/15	44,570.53
			291-06-50407-259-000	EST 1 THRU 7/15/15	37,749.95
			238-06-50407-259-000	EST #1 THRU 7/15/15	25,806.05
			238-06-50407-259-000	EST 1 THRU 7/15/15	1,878.09
				..... CHECK TOTAL	168,207.31
151208	8/07	LEE PLUMBING, INC.	110-05-55111-235-000	06/15-PA POOL PUMP	558.40
			524-05-50101-219-000	07/15-GO HVAC, PLUMB	167.00
			110-05-55109-219-000	07/15-PA HVAC, PLUMB	167.00
				..... CHECK TOTAL	892.40
151209	8/07	KESSINGER, NANCY	110-01-51301-311-000	08/15 REPLENISH	70.26
			110-01-51303-311-000	08/15 REPLENISH	53.15
			110-03-53107-341-000	08/15 REPLENISH	30.00
			110-01-51301-262-000	08/15 REPLENISH	20.00
			 CHECK TOTAL	173.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151210	8/07	US CELLULAR	110-02-52109-226-000	07/15 CELL GANG UNT	320.00
			110-02-52102-226-000	07/15 PD-CELL AIRTM	109.88
			110-01-51601-226-000	07/15 CD-CELL AIRTM	40.54
			110-02-52103-226-000	07/15 PD-CELL AIRTM	25.15
			110-02-52108-226-000	07/15 PC-CELL AIRTM	4.00
			205-03-53118-226-000	07/15 WA-CELL AIRTM	1.25
			110-02-52101-226-000	07/15 PD-CELL AIRTM	.70
			..... CHECK TOTAL	501.52	
151211	8/07	HENRY SCHEIN	206-02-52205-318-000	07/15-FD MED SUPPLIE	353.66
			206-02-52205-318-000	07/15-FD MEDICAL SUP	242.07
			206-02-52205-318-000	07/15-FD MEDICAL SUP	211.44
			206-02-52205-318-000	07/15-FD MEDICAL SUP	120.95
			206-02-52205-318-000	07/15-FD MEDICAL SUP	70.56
			206-02-52205-318-000	07/15-FD MEDICAL SUP	39.21
				..... CHECK TOTAL	1,037.89
151212	8/07	MALSACK, J	461-11-51401-581-000	5818 5 AV TREE	97.50
151213	8/07	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	07/15-SE PARTS/LABOR	375.64
			630-09-50101-393-000	07/15-SE PARTS/LABOR	160.95
			630-09-50101-393-000	07/15-SE PARTS/LABOR	74.66
			630-09-50101-393-000	07/15-SE#2300 PARTS/	65.34
			..... CHECK TOTAL	676.59	
151214	8/07	MARQUETTE UNIVERSITY	724-00-21933-000-000	RYAN SCHOLARSHIP	1,500.00
151215	8/07	JOHNSON BANK	110-00-21532-000-000	08/07/15 CITY HRLY	1,122.38
			110-00-21532-000-000	08/07/15 WATER HRLY	439.62
				..... CHECK TOTAL	1,562.00
151216	8/07	MOORE OIL COMPANY	520-09-50106-341-000	07/15-TD LUBRICATION	1,415.00
151217	8/07	CHAPTER 13 TRUSTEE	110-00-21581-000-000	08/07/15 DEDUCTION	104.00
			110-00-21581-000-000	08/07/15 DEDUCTION	87.00
			110-00-21581-000-000	08/07/15 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
151218	8/07	STAPLES	110-02-52103-311-000	07/15-PD OFFICE SUPP	475.47
			110-02-52103-311-000	07/15-PD OFFICE SUPP	460.58
			 CHECK TOTAL	936.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151219	8/07	HYDRO-LAND CONSULTING, LLC	403-11-51306-589-000	WETLAND MITIGATION	1,801.25
151220	8/07	LANGEL, MICHAEL	110-01-52001-219-000	SUB JUDGE-7/28/15	200.00
151221	8/07	MENARDS (KENOSHA)	110-05-55109-344-000	07/15-PA MERCHANDISE	139.41
			110-05-55109-344-000	07/15-PA MERCHANDISE	135.99
			110-05-55109-344-000	07/15-PA MERCHANDISE	48.20
			110-02-52203-382-000	07/15-FD MERCHANDISE	41.13
			110-05-55111-389-000	07/15-WASH POOL MERC	39.99
			110-05-55109-249-000	07/15-PA MERCHANDISE	30.00
			110-03-53109-389-000	07/15-ST MERCHANDISE	7.94
				..... CHECK TOTAL	442.66
151222	8/07	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE-7/27/15	200.00
151223	8/07	PIONEER ATHLETICS	110-05-55109-344-000	BRAKE CLAMP-KE5548	89.95
151224	8/07	MORRISH WALLACE CONSTRUCTION	405-11-51305-219-000	FINAL MARINA DREDGE	2,000.00
151225	8/07	DYNAMIC RECYCLING, INC	110-03-53117-253-000	06/15 RECYCLE ELECTR	1,890.64
151226	8/07	ASPLUNDH TREE EXPERT CO	407-11-51402-219-000	TREE REMOVAL	99,850.00
			407-11-51402-219-000	CONTINGENCY	7,293.75
				..... CHECK TOTAL	107,143.75
151227	8/07	KENOSHA KINGFISH	722-00-21988-000-000	NEIGHBORHOOD WATCH	4,152.40
151228	8/07	WIS HISTORICAL FOUNDATION	110-01-51601-264-000	P VANG 10/9-10/15	110.00
151229	8/07	NUGEN JOHNSON, LLC	405-11-51417-589-824	FISHING PIER-ANDERSN	2,495.80
151230	8/07	G4S COMPLIANCE/INVESTIGATION	110-09-56405-161-000	6/21-22/15 DEDUCT	1,853.75
			110-09-56405-161-000	7/04/15 DEDUCTION	493.75
				..... CHECK TOTAL	2,347.50
151231	8/07	JG UNIFORMS	422-11-51504-577-000	VEST COVERS	548.00
151232	8/07	WAUKESHA CO UW-EXTENSION	110-05-55103-264-000	D VANDUYN 8/19/15	55.00
151233	8/07	WIS SCTF	110-00-21581-000-000	08/07/15 HRLY DEDCT	1,341.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151234	8/07	HALLMAN LINDSAY	110-05-55109-244-000 110-05-55109-244-000	07/15-PA PAINT/PRODU 07/15-PA PAINT/PRODU CHECK TOTAL	69.03 45.19 114.22
151235	8/07	KENOSHA COUNTY	110-09-56501-259-567	6/15/15 RES 80-15	1,971.57
151236	8/07	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	08/15 PREMIUM	50,888.24
151237	8/07	GRAINGER	521-09-50101-385-000 521-09-50101-344-000 521-09-50101-361-000 521-09-50101-311-000 521-09-50101-344-000	07/15-AR PARTS/MATER 07/15-AR PARTS/MATER 07/15-AR PARTS/MATER 07/15-AR PARTS/MATER 07/15-AR PARTS/MATER CHECK TOTAL	99.00 76.03 70.51 45.77 32.70 324.01
151238	8/07	WHOLESALE DIRECT INC	206-02-52205-344-000	07/15 FD PARTS & MAT	414.82
151239	8/07	LAKESHORE BID DISTRICT	110-00-21815-000-000	2015 ASSMT 8/15/15	26,666.66
151240	8/07	AIRGAS NORTH CENTRAL	206-02-52205-389-000 632-09-50101-389-000	07/15 FD #4 INDUSTRI 07/15 SE INDUSTRIAL CHECK TOTAL	136.19 43.96 180.15
151241	8/07	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52103-365-000	07/15 FD-UNIFORMS 07/15 FD-UNIFORMS 07/15 FD-UNIFORMS 07/15 PD-UNIFORMS 07/15 FD-UNIFORMS 07/15 FD-UNIFORMS 07/15 PD-UNIFORMS CHECK TOTAL	163.70 163.70 160.70 143.90 122.00 41.70 15.00 810.70
151242	8/07	MAGILL CONSTRUCTION CO., INC.	405-11-51517-589-831	EST 1 THRU 7/31/15	99,127.41
151243	8/07	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/15/15 W/C	666.00
151244	8/07	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	6/3-6/26/15 DEDUCT 6/12/15 W/C 6/22/15 DEDUCTION 6/10/15 DEDUCTION 9/11/12 DEDUCTION CHECK TOTAL	1,470.98 956.69 266.90 179.35 63.75 2,937.67
151245	8/07	AURORA HEALTH CARE	110-01-51303-216-000 520-09-50101-216-000	06/15 SCREENS 06/15 SCREENS CHECK TOTAL	471.00 147.00 618.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151246	8/07	FIREHOUSE PERFORMANCE	110-02-52103-344-000	07/15 PD #3204 TIRES	431.08
151247	8/07	MCDERMOTT, JENNIFER	110-00-21905-000-000	BEACH HOUSE-7/26/15	100.00
151248	8/07	MARESCALCO, RODNEY	110-09-56404-719-000	VEH DMG-6/20/15	603.54
151249	8/07	MERCADILLO, KELLY	110-00-46582-000-000	ORIBILETTI 8/2/15	50.00
151250	8/07	CHEEK, MICHAEL A	110-00-21111-000-000	COURT PYMT I497541	1.20
151251	8/07	LUENING, LAVADA	110-00-45103-000-000	RESTITUTION GONDRA	109.75
151252	8/07	SPARKS, CHARLENE	110-00-45103-000-000	RESTITUTION SWANK	150.00
151253	8/07	FESTIVAL FOODS	110-00-44709-000-000	BARTEND LICENSE	50.00
151254	8/07	FEEST, MARK	110-00-21905-000-000	BEACHHOUSE 7/25/15	100.00
151255	8/07	ROBINSON, HUGH	110-00-21905-000-000	BEACHHOUSE 7/24/15	300.00
151256	8/07	FULMER, TOM	110-00-46603-000-000	CONDITIONAL PERMIT	512.50
151257	8/07	GILEWSKI, DAVID	110-00-46394-000-000	APPLIANCE STICKER	30.00
151258	8/07	SWARTZ, MARTHA E.	110-01-51601-261-000	07/15 273 MILES	156.98
151259	8/07	MIKOLAS, KEVIN	110-01-51601-261-000	07/15 627 MILES	360.53
151260	8/07	CHIAPPETTA, LOUIS	110-01-51601-261-000	07/15 355 MILES	204.13
151261	8/07	MCNEELY, RYAN	110-01-51303-144-000	SUMMER 2015 TUITION	594.00
151262	8/07	WEIDNER, JEFFREY	110-02-52201-263-000	7/18/15 SUTPHEN	25.00
151263	8/07	ELM, MATTHEW G.	110-02-52103-263-000	7/22/15 WINNEBAGO	12.00
151264	8/07	HAMILTON, WILLIE	110-02-52103-263-000	7/16/15 WINNEBAGO	12.00
			110-02-52103-263-000	7/22/15 WINNEBAGO	12.00
			110-02-52103-263-000	7/20/15 WINNEBAGO	12.00
			 CHECK TOTAL	36.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151265	8/07	HELD, MICHAEL	110-02-52103-263-000	7/27/15-WINNEBAGO	12.00
			110-02-52103-263-000	7/22/15-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
151266	8/07	SANCHEZ, MARGARITO	110-01-51601-261-000	07/15 382 MILES	219.65
151267	8/07	ANTARAMIAN, BENJAMIN	110-02-52103-263-000	7/22/15 WINNEBAGO	12.00
151268	8/07	MORETTI, PEP	110-02-52103-263-000	7/31/15 WINNEBAGO	12.00
151269	8/07	NADER, RYAN J	110-02-52103-263-000	7/24/15-WINNEBAGO	8.00
151270	8/07	BISCIGLIA, PETER	110-02-52103-263-000	7/20/15 WINNEBAGO	12.00
151271	8/07	PAGOULATOS, KOSTAS	110-01-51601-261-000	07/15 677 MILES	389.28
151272	8/07	MARTINEZ, ADAM	110-02-52103-263-000	5/31/15-WINNEBAGO	12.00
			110-02-52103-263-000	5/30/15-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
151273	8/07	RUHA, BRIAN	110-02-52103-263-000	7/19/15-WINNEBAGO	12.00
151274	8/07	BARBIAN, DANIEL	110-02-52103-263-000	7/31/15-WINNEBAGO	12.00
151275	8/07	KROENING, DOUG	110-01-51601-261-000	07/15 208 MILES	119.60
151276	8/07	GONZALES, MARIO	110-01-51601-261-000	07/15 417 MILES	239.78
151277	8/07	KETTERHAGEN, STEVEN	110-01-51601-261-000	07/15 838 MILES	481.85
151278	8/07	MORMAN, JUSTIN	110-01-51303-144-000	SPRING 2015 TUITION	907.20
151279	8/07	AHLER, JOSEPH	110-02-52203-341-000	7/25/15 SUTPHEN	105.02
			110-02-52201-263-000	7/25/15 SUTPHEN	25.00
			110-02-52201-261-000	7/25/15 SUTPHEN	17.35
				..... CHECK TOTAL	147.37
151280	8/07	MORRISSEY, KYLE	110-02-52103-263-000	7/27/15 #15-113113	12.00
151281	8/07	SHESKY, RUSTEN	110-02-52103-263-000	7/16/15-WINNEBAGO	12.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151282	8/12	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	07/15 2818 75 ST	393.97
			110-09-56501-259-569	07/15 6926 31 AVE	180.24
			110-09-56501-259-569	07/15 4404 52 ST	156.00
			110-09-56501-259-569	07/15 2022 61 ST	129.90
			110-09-56501-259-569	07/15 4719 HARRISON	98.00
			110-09-56501-259-569	07/15 6106 23 AVE	80.00
			110-09-56501-259-569	07/15 5706 8 AVE	80.00
			110-09-56501-259-569	07/15 1925 57 ST	60.00
				 CHECK TOTAL
151283	8/12	WE ENERGIES	110-03-53109-221-000	07/15-STREETLIGHTS	62,531.12
			110-05-55109-221-000	07/15-STREETLIGHTS	286.46
				..... CHECK TOTAL	62,817.58
151284	8/12	RNOW, INC.	630-09-50101-393-000	07/15-SE PARTS/MATER	744.12
			630-09-50101-393-000	07/15-SE PARTS/MATER	290.64
			630-09-50101-393-000	07/15-SE PARTS/MATER	150.65
			630-09-50101-393-000	07/15-SE PARTS/MATER	28.00
				..... CHECK TOTAL	1,213.41
151285	8/12	HWY C SERVICE	630-09-50101-393-000	07/15-SE#3122 PARTS	217.21
			630-09-50101-393-000	07/15-SE#3291 PARTS	42.73
				..... CHECK TOTAL	259.94
151286	8/12	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	07/15 PARTS/MATRL	1,495.42
151287	8/12	WIS DEPT OF REVENUE	110-00-21512-000-000	7/16-31/15 DEDUCTS	119,012.96
151288	8/12	MAGID GLOVE & SAFETY	630-09-50101-393-000	07/15-CE GLOVES	3,036.84
151289	8/12	PAYNE & DOLAN INC.	110-03-53103-355-000	07/15-ST ASPHALT MAT	3,281.55
			110-03-53103-355-000	07/15-ST ASPHALT MAT	2,466.00
				..... CHECK TOTAL	5,747.55
151290	8/12	REINDERS INC.	110-05-55109-344-000	07/15 PA PARTS/SUPL	185.15
			630-09-50101-393-000	07/15 CE PARTS/SUPL	163.70
			630-09-50101-393-000	07/15 #3044 PARTS	159.06
			630-09-50101-393-000	07/15 CE #3109 PARTS	98.51
			 CHECK TOTAL	606.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151291	8/12	WISCONSIN FUEL & HEATING	630-09-50101-392-000	07/15-CE DIESEL FUEL	15,112.07
151292	8/12	BECKER AWNING	110-02-52203-344-000	EMS OXYGEN BOTTLE	300.00
151293	8/12	DON'S AUTO PARTS	110-05-55109-344-000	07/15 PA PARTS/MTRL	63.71
151294	8/12	KENOSHA AREA CHAMBER	761-09-50101-311-000	MEMBER MAIL LABELS	50.00
151295	8/12	ZAK, PAUL	110-02-52203-165-000	08/15 BENEFITS	861.97
151296	8/12	WIS DEPT OF REVENUE	110-00-21581-000-000	07/15 DEDUCTS	582.00
151297	8/12	INDUSTRIAL MARKETING	630-09-50101-393-000	07/15-SE SWEEPER PAR	902.00
151298	8/12	NORTH AMERICAN SALT CO.	630-09-50101-393-000	7/14-7/15 EARLY FILL	29,943.26
151299	8/12	HOLLAND SUPPLY, INC.	630-09-50101-393-000	07/15-CE HYDRAULIC F	484.60
151300	8/12	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	2ND QTR ADMN OVRSGHT	6,183.00
151301	8/12	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #15-092207	100.99
			110-02-52102-219-000	RECORDS #15-099680	78.23
			110-02-52102-219-000	RECORDS #15-093970	76.08
			110-02-52102-219-000	RECORDS #15-086140	70.55
			110-02-52102-219-000	RECORDS #15-073842	32.90
				..... CHECK TOTAL	358.75
151302	8/12	US CELLULAR	110-01-51801-226-000	07/15 MB-CELL AIRTM	5.98
151303	8/12	WASTE MANAGEMENT OF WI	110-03-53117-253-417	07/15-COMPACTR LEASE	739.96
151304	8/12	MALSACK, J	461-11-51501-581-000	7/15 CUTTING-C	1,753.96
			463-11-51402-219-000	7/15 CUTTING-B	1,022.67
			463-11-51402-219-000	7/15 CUTTING-D	870.51
			110-09-56501-259-570	8/15 6118 54 AV-GRS	404.18
			110-09-56501-259-570	8/15 4313 25 ST-GRS	288.87
			110-09-56501-259-570	8/15 6548 3 AV-GRAS	260.44
			110-09-56501-259-570	8/15 7217 11 AV-GRS	161.50
			110-09-56501-259-570	8/15 6630 30 AV-GRS	133.00
			110-09-56501-259-570	8/15 2118 53 ST-GRS	115.74
			110-09-56501-259-570	8/15 4109 47 AV-GRS	76.00
			758-09-51608-259-000	7/15 MNT-5810 19 AV	55.72
			758-09-51607-259-000	7/15 MNT 6105 25 AV	55.72
			217-06-51615-259-000	7/15 #5834990 MAINT	55.71
			217-06-51613-259-000	7/15 #5834990-MNT	55.71
			217-06-51611-259-000	7/15 #5834990 MAINT	55.71
			217-06-51610-259-000	7/15 #5834990 MAINT	55.71
			217-06-51602-259-000	7/15 #5834990-MNT	55.71
			110-09-56501-259-570	8/15 6612 14 AV-GRS	55.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	8/15 1342 58 ST-GRS	48.29
			110-09-56501-259-570	8/15 30 AV/18ST-GRS	32.30
				..... CHECK TOTAL	5,612.63
151305	8/12	LETTERING MACHINE	110-02-52103-367-000	BICYCLE UNIT POLOS	188.00
151306	8/12	FASTENAL COMPANY	630-09-50101-393-000	07/15 SE TOOLS/MATER	118.56
			501-09-50105-344-000	07/15 SW TOOLS/MATER	41.66
				..... CHECK TOTAL	160.22
151307	8/12	AMERICAN HYDRAULICS	630-09-50101-393-000	07/15 SE #2168 PARTS	813.00
151308	8/12	WRIGHT EXPRESS FSC	110-03-53109-341-000	07/15 CNG	178.45
			110-03-53103-341-000	07/15 CNG	44.61
				..... CHECK TOTAL	223.06
151309	8/12	J EWENS DESIGN INC	520-09-50401-347-000	07/15-STREETCAR 3M V	341.00
151310	8/12	MENARDS (KENOSHA)	110-02-52203-382-000	07/15-FD#3 MERCHANDI	173.06
			501-09-50105-353-000	07/15-ST MERCHANDISE	119.96
			110-03-53109-375-000	07/15-ST MERCHANDISE	83.20
			110-02-52106-365-000	07/15-PD MERCHANDISE	60.76
			110-03-53109-361-000	07/15-ST MERCHANDISE	26.97
			110-05-55109-246-000	07/15-PA MERCHANDISE	12.05
			110-03-53110-361-000	07/15-ST MERCHANDISE	9.99
				..... CHECK TOTAL	485.99
151311	8/12	SKM, LLC	110-02-52203-344-000	07/15 MATRLS/LABOR	282.49
151312	8/12	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	07/15 PD EXTINGUISHR	104.40
151313	8/12	B & H PHOTO-VIDEO INC	520-09-50201-347-000	9-CH DVR/DVD BURNER	715.00
151314	8/12	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	07/15-FIREWORKS GUAR	112.00
			110-01-51801-246-000	06/15-MB SECURITY CH	68.00
				..... CHECK TOTAL	180.00
151315	8/12	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	07/15 FD MEDICAL SUP	162.08
151316	8/12	MILWAUKEE SPRING AND	630-09-50101-393-000	07/15-SE PARTS/LABOR	1,943.52

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151317	8/12	RIMKUS, JASON	761-09-50101-111-000	08/01-15/15 SERVICE	1,971.70
			761-00-21514-000-000	08/01-15/15 SERVICE	28.59CR
			761-00-21599-000-000	08/01-15/15 SERVICE	98.56CR
			761-00-21512-000-000	08/01-15/15 SERVICE	98.60CR
			761-00-21511-000-000	08/01-15/15 SERVICE	122.25CR
			761-00-21513-000-000	08/01-15/15 SERVICE	227.00CR
				..... CHECK TOTAL	1,396.70
151318	8/12	PIRO, RALPH	761-09-50101-111-000	08/01-15/15 SERVICE	934.78
			761-00-21514-000-000	08/01-15/15 SERVICE	13.56CR
			761-00-21599-000-000	08/01-15/15 SERVICE	25.00CR
			761-00-21512-000-000	08/01-15/15 SERVICE	31.50CR
			761-00-21511-000-000	08/01-15/15 SERVICE	57.96CR
			761-00-21513-000-000	08/01-15/15 SERVICE	78.00CR
				..... CHECK TOTAL	728.76
151319	8/12	RED THE UNIFORM TAILOR	110-02-52206-367-000	06/15 UNIFORMS	902.00
			110-02-52206-367-000	07/15 UNIFORMS	585.00
			110-02-52206-367-000	07/15 UNIFORMS	325.00
			110-02-52103-367-000	06/15 POLICE UNIFORM	316.83
			110-02-52206-367-000	07/15 UNIFORMS	260.00
			110-02-52206-367-000	07/15 UNIFORMS	195.00
			110-02-52103-365-000	07/15 POLICE UNIFORM	191.90
			110-02-52103-367-000	07/15 POLICE UNIFORM	45.99
				..... CHECK TOTAL	2,821.72
151320	8/12	AURORA HEALTH CARE	110-01-51303-216-000	07/15 SCREENS	477.00
			520-09-50101-216-000	07/15 SCREENS	157.00
				..... CHECK TOTAL	634.00
151321	8/12	GENEX SERVICES INC	110-09-56405-161-000	7/6-7/28/15 W/C	150.40
151322	8/12	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/14/15 W/C	796.94
151323	8/12	KELLY, JILL LLC	110-09-56405-161-000	7/10-8/4/15 W/C	570.35
			110-09-56405-161-000	6/30-7/29/15 W/C	377.67
			 CHECK TOTAL	948.02
151324	8/12	RICHARD, JALON W	110-00-21111-000-000	COURT PMT#I840270	1.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151325	8/12	LOPEZ, TERESA	110-00-21111-000-000	COURT PMT#I705278	1.20
151326	8/12	PAGE, BRIAN	110-09-56405-161-000	LUMP SUM-LIFE INS	358.00
151327	8/12	ROBINSON, CURTIS	110-00-15202-000-000	1/28-2/3/15 PPD	322.00
151328	8/12	CLERK OF CIRCUIT COURT	110-01-50301-219-000	27 SMALL CLAIMS	2,551.50
151329	8/14	BINDELLI CONSTRUCTION INC	461-11-51501-581-000 461-11-51501-581-000	4621 38 AV FENCE 4828 37 AV FENCE CHECK TOTAL	175.00 120.00 295.00
151330	8/14	CLERK OF CIRCUIT COURT	110-01-50301-219-000	22 SMALL CLAIMS	110.00
151331	8/14	VIKING ELECTRIC SUPPLY	110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000 110-05-55109-248-000	07/15-PA ELECTRICAL 07/15-PA ELECTRICAL 07/15-PA ELECTRICAL 07/15-PA ELECTRICAL 07/15-PA ELECTRICAL 07/15-PA ELECTRICAL CHECK TOTAL	112.20 96.00 76.52 76.52 55.96 27.98 445.18
151332	8/14	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53103-246-000 110-03-53109-375-000 110-03-53109-375-000	08/15 ST-ELECTRICAL 08/15 ST-ELECTRICAL 07/15 ST-ELECTRICAL 05/15 ST-CREDIT CHECK TOTAL	78.85 26.88 26.00 8.35CR 123.38
151333	8/14	KENOSHA ANIMAL HOSPITAL	110-02-52106-365-000	SKUNK OFF SHAMPOO	108.24
151334	8/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	08/14/15 CITY SAL 08/14/15 CITY HRLY 08/14/15 WATER SAL 08/14/15 LIBRARY SAL 08/14/15 WATER HRLY 08/14/15 MUSEUM HRLY CHECK TOTAL	36,034.36 9,586.50 6,524.00 4,648.50 3,065.62 15.00 59,873.98
151335	8/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	08/14/15 CITY SAL 08/14/15 LIBRARY SAL 08/14/15 WATER SAL CHECK TOTAL	659.00 173.00 143.92 975.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151336	8/14	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/1/15 W/C	16,394.61
			110-09-56405-161-000	6/22/15 W/C	638.39
			110-09-56405-161-000	6/23/15 W/C	625.29
				..... CHECK TOTAL	17,658.29
151337	8/14	KENOSHA NEWS	110-01-50101-321-000	6/1/15 CC MINUTES	539.00
151338	8/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	08/14/15 SAL DEDUCTS	84,606.00
151339	8/14	LEAGUE OF WISCONSIN	110-01-50901-264-000	9/29-10/2/15 INST	600.00
151340	8/14	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	09/15 PREMIUM	13,106.91
			110-09-56304-156-000	09/15 PREMIUM	6,502.53
			110-00-15601-000-000	09/15 PREMIUM	1,582.41
			110-00-15201-000-000	09/15 PREMIUM	906.24
			520-09-50101-156-000	09/15 PREMIUM	422.65
			110-00-15202-000-000	09/15 PREMIUM	358.97
			631-09-50101-156-000	09/15 PREMIUM	162.35
			110-00-14401-000-000	09/15 PREMIUM	114.36
			521-09-50101-156-000	09/15 PREMIUM	106.12
			520-09-50105-156-000	09/15 PREMIUM	98.93
			632-09-50101-156-000	09/15 PREMIUM	87.29
			520-09-50201-156-000	09/15 PREMIUM	47.52
			630-09-50101-156-000	09/15 PREMIUM	32.21
			501-09-50101-156-000	09/15 PREMIUM	31.02
			520-09-50301-156-000	09/15 PREMIUM	29.42
			520-09-50401-156-000	09/15 PREMIUM	28.22
			520-09-50403-156-000	09/15 PREMIUM	26.68
			501-09-50103-156-000	09/15 PREMIUM	9.98
				..... CHECK TOTAL	23,653.81
151341	8/14	AMERICAN PLANNING ASSOC	110-01-51601-322-000	MEMBERSHIP10/15-9/16	845.00
151342	8/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	08/14/15 DEDUCTION	237.38
151343	8/14	REINDERS INC.	110-05-55109-344-000	07/15 PA PARTS AND S	151.12
151344	8/14	WISCONSIN FUEL & HEATING	520-09-50106-341-000	07/15 TD DIESEL FUEL	14,761.00
			630-09-50101-393-000	07/15 CE LUBRICANTS/	667.00
			 CHECK TOTAL	15,428.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151345	8/14	BADGER OIL EQUIPMENT CO.	520-09-50201-344-000	06/15 FUEL PUMP REPA	1,339.45
151346	8/14	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/15 SE #2448 PARTS	985.01
151347	8/14	KENOSHA WATER UTILITY	110-00-21913-000-000 110-00-21914-000-000	07/15 PERMITS 07/15 BILL COLLECT CHECK TOTAL	9,318.68 4,026.22 13,344.90
151348	8/14	FEDERAL SIGNAL CORP.	422-11-51505-561-000 422-11-51505-561-000 276-09-50101-365-000 206-02-52205-344-000	EQUIP-NEW VEHICLE EQUIP-NEW VEHICLE LIGHTBAR/SIREN PKG REPLACE AMP BOARD CHECK TOTAL	19,242.04 5,055.03 4,900.47 110.66 29,308.20
151349	8/14	CHASE BANK KENOSHA	761-00-21513-000-000 761-00-21511-000-000 761-09-50101-158-000 761-00-21514-000-000 761-09-50101-158-000	07/15 KCM DEDUCTS 07/15 KCM DEDUCTS 07/15 KCM DEDUCTS 07/15 KCM DEDUCTS 07/15 KCM DEDUCTS CHECK TOTAL	610.00 360.42 360.39 84.30 84.28 1,499.39
151350	8/14	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	08/07/15 HRLY DEDCT 08/07/15 HRLY DEDCT 08/07/15 HRLY DEDCT 08/07/15 HRLY DEDCT 08/07/15 HRLY DEDCT CHECK TOTAL	22,027.12 11,477.13 11,477.04 3,442.66 3,442.49 51,866.44
151351	8/14	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	08/14/15 DEDUCTIONS 08/14/15 DEDUCTIONS 08/14/15 DEDUCTIONS 08/14/15 DEDUCTIONS 08/14/15 DEDUCTIONS CHECK TOTAL	226,979.78 88,473.75 88,473.42 27,758.62 27,758.46 459,444.03
151352	8/14	KENOSHA AREA BUSINESS	110-09-56502-255-000 222-09-50101-259-000	2015 ECONOMIC DEV 2015 INVESTOR DUES CHECK TOTAL	62,500.00 250.00 62,750.00
151353	8/14	FEDEX	110-01-51306-312-000	07/15 DISPLAY SALES	33.38

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151354	8/14	KENOSHA MOVERS	110-02-52206-219-000	RELOCATE TRNG CONSL	330.00
151355	8/14	TDS	110-01-51801-227-000	08/15 PHONE SERVICE	6,049.17
			110-00-15202-000-000	08/15 PHONE SERVICE	2,142.11
			520-09-50301-227-000	08/15 PHONE SERVICE	773.61
			110-03-53103-227-000	08/15 PHONE SERVICE	544.14
			110-00-14401-000-000	08/15 PHONE SERVICE	451.10
			632-09-50101-227-000	08/15 PHONE SERVICE	394.72
			521-09-50101-227-000	08/15 PHONE SERVICE	344.54
			110-05-55109-227-000	08/15 PHONE SERVICE	339.66
			501-09-50101-227-000	08/15 PHONE SERVICE	225.94
			110-03-53116-227-000	08/15 PHONE SERVICE	204.46
			520-09-50401-227-000	08/15 PHONE SERVICE	142.35
			110-02-52108-225-000	08/15 PHONE SERVICE	132.42
			110-02-52110-227-000	08/15 PHONE SERVICE	102.87
			524-05-50101-227-000	08/15 PHONE SERVICE	95.91
			110-02-52108-225-000	08/15 PHONE CALLS	73.98
			520-09-50202-227-000	08/15 PHONE SERVICE	70.79
			110-02-52203-227-000	08/15 PHONE SERVICE	68.94
			206-02-52205-227-000	08/15 PHONE SERVICE	67.60
			110-05-55111-227-000	08/15 PHONE SERVICE	45.96
			110-02-52110-225-000	08/15 PHONE CALLS	38.74
			110-01-51801-225-000	08/15 PHONE CALLS	31.19
			110-05-55111-225-000	08/15 PHONE CALLS	6.92
			520-09-50301-225-000	08/15 PHONE CALLS	5.13
			110-03-53103-225-000	08/15 PHONE CALLS	1.63
			524-05-50101-225-000	08/15 PHONE CALLS	1.40
			632-09-50101-225-000	08/15 PHONE CALLS	1.30
			501-09-50101-225-000	08/15 PHONE CALLS	.63
			110-03-53116-225-000	08/15 PHONE CALLS	.14
				..... CHECK TOTAL	12,357.35
151356	8/14	OFFICEMAX	110-03-53101-311-000	07/15-PW#3224 OFFICE	97.54
			110-01-51301-311-000	07/15-AD#3226 OFFICE	72.60
			110-01-52001-311-000	07/15-MC#3223 OFFICE	59.49
			110-01-52001-311-000	07/15-CD#3223 OFFICE	45.30
			110-01-51301-311-000	07/15-AD#3226 OFFICE	26.22
			110-01-51301-311-000	07/15-AD#3226 OFFICE	25.22
			 CHECK TOTAL	326.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151357	8/14	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	08/14/15 SAL DEDUCTS	4,220.00
151358	8/14	PAT'S SERVICES, INC.	110-05-55108-282-000	7/3-6 JULY 4TH PORTA	5,530.00
			110-05-55108-282-000	6/28-29 PARADE PORTA	2,070.00
			524-05-50101-282-000	6/22-7/19 GOLF CRSE	252.00
			524-05-50101-282-000	4/27-5/24 GOLF CRSE	252.00
			524-05-50101-282-000	3/30-4/26 GOLF CRSE	177.00
			110-05-55108-282-000	6/18-7/15 RING RD PO	140.00
			110-05-55108-282-000	6/18-7/15 SO PIER PO	140.00
			110-05-55108-282-000	5/21-6/17 SO PIER PO	140.00
			110-05-55108-282-000	5/21-6/17 RING RD PO	140.00
			205-03-53119-282-000	6/16-7/13 ST PORTABL	112.00
			524-05-50101-282-000	3/30-4/14 GOLF CRSE	64.00
				..... CHECK TOTAL	9,017.00
151359	8/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	07/15-SW TOOLS/SUPPL	.02
151360	8/14	HOLLAND SUPPLY, INC.	110-05-55109-344-000	07/15-PA HYDRAULIC F	32.89
151361	8/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	08/14/15 SAL DEDUCTS	970.00
151362	8/14	MILLHOUSE AUTO BODY INC	110-02-52103-711-000	REPAIR SQUAD 2972	1,866.00
151363	8/14	BUS & TRUCK OF CHICAGO INC.	520-09-50201-711-000	ACCIDENT REPAIRS	22,212.08
151364	8/14	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	07/15-SE#2235 PARTS/	1,004.32
			630-09-50101-393-000	07/15-SE#2235 PARTS	425.93
				..... CHECK TOTAL	1,430.25
151365	8/14	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	07/15-FD MERCHANDISE	51.33
			110-02-52203-363-000	07/15-FD MERCHANDISE	25.98
			110-02-52203-353-000	07/15-FD MERCHANDISE	7.99
				..... CHECK TOTAL	85.30
151366	8/14	KENOSHA HOUSING AUTHORITY	217-06-51632-259-000	#5837754 8/15 RENT	13,399.00
151367	8/14	UNITED HOSPITAL SYSTEM	110-09-56405-161-000	6/2-29/15 W/C	2,417.80
151368	8/14	CICCHINI ASPHALT LLC	402-11-51503-585-000	EST 1 THRU 8/07/15	30,981.28
			403-11-51504-588-000	EST 1 THRU 8/07/15	30,472.79
				..... CHECK TOTAL	61,454.07

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151369	8/14	JAMES IMAGING SYSTEMS, INC.	110-01-51301-525-000	COPIER FEEDER	350.00
151370	8/14	CUMMINS NPOWER, LLC	520-09-50201-347-000	06/15 TD ENGINE PART	714.82
			521-09-50101-246-000	06/15 AR PARTS/SERVI	208.04
			110-02-52203-344-000	05/15 FD #4 PARTS/SE	203.58
			520-09-50201-347-000	07/15 TD ENGINE PART	192.00
			110-02-52203-344-000	05/15 FD PARTS/SERVI	112.47
			520-09-50201-347-000	06/15 TD ENGINE PART	91.00
			520-09-50201-347-000	06/15 TD ENGINE PART	53.04
			520-09-50201-347-000	07/15 TD #2787 ENGIN	39.38
			520-09-50201-347-000	06/15 TD ENGINE PART	25.17
			520-09-50201-347-000	07/15 TD ENGINE PART	23.03
			520-09-50201-347-000	06/15 TD CREDIT ENGI	1,485.00CR
				..... CHECK TOTAL	177.53
151371	8/14	MID-STATE EQUIPMENT	521-09-50101-344-000	07/15-AR SERVICE/PAR	61.13
			521-09-50101-344-000	07/15-AR SERVICE/PAR	46.16
				..... CHECK TOTAL	107.29
151372	8/14	CONSERV FS, INC.	110-05-55102-356-000	07/15 ATHLETIC MTRLS	930.00
151373	8/14	HENRY SCHEIN	206-02-52205-318-000	07/15-FD MED SUPPLIE	677.69
151374	8/14	ELECTRICAL CONTRACTORS, INC	110-05-55111-235-000	06/15 POOL PUMP REP	563.80
			110-05-55111-235-000	06/15 ANDRSN POOL	410.17
			110-05-55111-235-000	06/15 ANDRSN POOL	282.52
			110-05-55111-235-000	06/15 ANDRSN POOL LT	174.00
			110-05-55109-248-000	06/15 VELODROME	87.00
				..... CHECK TOTAL	1,517.49
151375	8/14	UNITED LABORATORIES, INC	520-09-50201-317-000	07/15-TD CLEANING/SU	741.00
			520-09-50201-382-000	07/15-TD CLEANING/SU	524.29
			520-09-50201-249-000	07/15-TD CLEANING/SU	179.40
				..... CHECK TOTAL	1,444.69
151376	8/14	PELION BENEFITS, INC.	110-00-21517-000-000	8/1-15/15 DEDUCTS	8,385.61
151377	8/14	WIS DEPT OF REVENUE	761-00-21512-000-000	07/15 KCM DEDUCTION	260.20
151378	8/14	COMMERCIAL IRRIGATION	524-05-50101-249-000	IRRIGATION REPAIRS	435.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151379	8/14	JOHNSON BANK	110-00-21532-000-000	08/14/15 CITY SAL	26,760.63
			110-00-21532-000-000	08/14/15 WATER SAL	3,340.25
			110-00-21532-000-000	08/14/15 LIBRARY SAL	1,125.00
			110-00-21532-000-000	08/14/15 CITY HRLY	1,122.38
			110-00-21532-000-000	08/14/15 WATER HRLY	439.62
				..... CHECK TOTAL	32,787.88
151380	8/14	CLIFTON LARSON ALLEN	110-01-50701-211-000	#4 Y.E. 2014	10,000.00
151381	8/14	PROFESSIONAL SERVICE IND, INC	461-11-51501-581-000	06/15 4828 37 AVE AS	2,633.00
151382	8/14	APEX SOFTWARE	110-01-50901-316-000	RENEWAL 9/04/15-16	235.00
151383	8/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	08/14/15 DEDUCTION	743.00
			110-00-21581-000-000	08/14/15 DEDUCTION	400.00
			110-00-21581-000-000	08/14/15 DEDUCTION	104.00
			110-00-21581-000-000	08/14/15 DEDUCTION	87.00
			110-00-21581-000-000	08/14/15 DEDUCTION	45.00
				..... CHECK TOTAL	1,379.00
151384	8/14	ABLE DISTRIBUTING COMPANY	110-05-55109-246-000	07/15 PA PLUMBING SU	46.97
			110-05-55109-344-000	07/15 PA PLUMBING SU	34.40
			110-05-55111-246-000	07/15 PA PLUMBING SU	7.56
			110-05-55111-235-000	07/15 PA PLUMBING SU	7.36
				..... CHECK TOTAL	96.29
151385	8/14	STAPLES	110-02-52103-311-000	07/15-PD OFFICE SUPP	24.77
			110-02-52103-311-000	07/15-PD OFFICE SUPP	23.45
				..... CHECK TOTAL	48.22
151386	8/14	GLEASON REDI-MIX	501-09-50105-355-000	07/15-CONCRETE MATER	851.00
			501-09-50105-355-000	07/15-CONCRETE MATER	782.00
			501-09-50105-355-000	07/15-CONCRETE MATER	623.50
			501-09-50105-355-000	07/15-CONCRETE MATER	452.00
			501-09-50105-355-000	07/15-CONCRETE MATER	450.00
			501-09-50105-355-000	07/15-CONCRETE MATER	440.00
			501-09-50105-355-000	07/15-CONCRETE MATER	345.00
			501-09-50105-355-000	07/15-CONCRETE MATER	298.00
			501-09-50105-355-000	07/15-CONCRETE MATER	250.00
				..... CHECK TOTAL	4,491.50

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151387	8/14	MENARDS (KENOSHA)	110-02-52203-382-000	07/15 FD #4 MERCHAND	57.00
			520-09-50201-382-000	07/15 TD MERCHANDISE	36.93
			524-05-50101-344-000	07/15 PA MERCHANDISE	15.42
			110-03-53110-389-000	07/15 ST MERCHANDISE	13.14
			501-09-50105-359-000	07/15 ST MERCHANDISE	12.10
			110-03-53113-235-000	07/15 ST MERCHANDISE	9.93
			501-09-50105-359-000	07/15 ST MERCHANDISE	9.05
			501-09-50105-344-000	07/15 ST MERCHANDISE	8.02
			521-09-50101-344-000	07/15 AR MERCHANDISE	5.96
				..... CHECK TOTAL	167.55
151388	8/14	PAYNE & DOLAN	402-11-51502-589-000	EST #2 THRU 7/31/15	291,319.42
			403-11-51507-588-000	EST 2 THRU 7/31/15	7,650.62
				..... CHECK TOTAL	298,970.04
151389	8/14	FEHR GRAHAM ENGINEERING	420-11-50706-589-000	06/15 WELL ABANDONMT	3,065.00
151390	8/14	DYNAMIC RECYCLING, INC	110-03-53117-253-000	7/15 RECYCL ELECTRNC	2,252.18
151391	8/14	DOCTORS OF LANDSCAPING	227-09-50101-249-000	07/15 GRASS CUTTING	6,600.00
151392	8/14	KOSCO FLAGS & FLAGPOLES, LLC	110-05-55109-386-000	FLAGPOLE	1,705.00
151393	8/14	HURST, SCOTT	110-05-55111-264-000	11/5-6/15-J BILL	300.00
151394	8/14	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2014 TAX ROLL STLMT	95,486.08
151395	8/14	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2014 TAX ROLL STLMT	143,659.74
151396	8/14	WIS SCTF	110-00-21581-000-000	08/14/15 SAL DEDUCT	10,685.98
			110-00-21581-000-000	08/14/15 HRLY DEDCT	1,342.33
				..... CHECK TOTAL	12,028.31
151397	8/14	WIS SCTF	110-00-21581-000-000	08/14/15 ANL R & D	450.90
151398	8/14	BJS SYSTEMS INC	632-09-50101-235-000	CRANE INSPECTION	534.00
151399	8/14	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	ALARM CHARGES	448.20
151400	8/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	08/14/15 DEDUCTION	375.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151401	8/14	TIME WARNER CABLE	520-09-50301-233-000	08/15 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	08/15 CITY HALL - RR	128.07
			524-05-50101-219-000	08/15 GOLF CRSE MONT	34.50
			521-09-50101-219-000	08/15 AR CABLE CONTR	26.00
				..... CHECK TOTAL	328.52
151402	8/14	NORTHERN SAFETY CO INC	110-05-55109-235-000	REPLACEMENT BATTERY	163.18
151403	8/14	ARAMARK	110-01-51801-246-000	07/15 MB ENTRANCE MA	102.08
			520-09-50201-246-000	07/15 TD ENTRANCE MA	41.64
			110-03-53116-246-000	07/15 WA ENTRANCE MA	37.76
			632-09-50101-246-000	07/15 SE ENTRANCE MA	15.10
				..... CHECK TOTAL	196.58
151404	8/14	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2014 TAX ROLL STLMT	9,631.37
151405	8/14	NAEMSP	206-02-52205-323-000	JAMES POLTROCK	25.00
151406	8/14	RIMKUS, JASON	761-09-50101-155-000	6-7/15 HEALTH INS	846.74
151407	8/14	AIRGAS NORTH CENTRAL	110-05-55109-235-000	06/15 PA-INDSTL GAS	108.46
151408	8/14	KENOSHA TIRE	110-05-55109-344-000	07/15-PA TIRES/SERVI	15.00
151409	8/14	MAGILL CONSTRUCTION CO., INC.	405-11-51317-589-823	EST 4 THRU 7/31/15	130,763.29
151410	8/14	UHS PHYSICIAN CLINIC	110-09-56405-161-000	6/24/15 W/C	51.59
151411	8/14	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/21/15 W/C	303.30
151412	8/14	UNITED OCC MEDICINE	110-09-56405-161-000	6/24/15 W/C	372.60
151413	8/14	GENEX SERVICES INC	110-09-56405-161-000	6/8-7/1/15 W/C	1,204.40
151414	8/14	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/20/15 W/C	920.00
			110-09-56405-161-000	7/23/15 W/C	735.37
			110-09-56405-161-000	7/21/15 W/C	735.37
				..... CHECK TOTAL	2,390.74
151415	8/14	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/9/15 W/C	363.46

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151416	8/14	OSTHOFF RESORT	110-01-50901-263-000	M HIGGINS 9/29-10/2	375.00
			110-01-50901-263-000	E BAKER 9/30-10/2	250.00
			110-01-50901-263-000	WASHINGTON 9/39-10/1	250.00
			110-01-50901-263-000	KRYSTOWIAK 9/30-10/2	250.00
				..... CHECK TOTAL	1,125.00
151417	8/14	SAVAGLIO, FRANK	402-11-51404-586-000	SIDEWALK REPAIR	2,380.00
151418	8/14	KOHN LAW FIRM S.C.	110-00-21581-000-000	08/14/15 DEDUCTION	425.71
151419	8/14	HEIDE, CAROL K	110-00-21905-000-000	BEACHHOUSE 7/31/15	300.00
151420	8/14	FIREFIIGHTERS ASSC OF KENOSHA	110-00-21905-000-000	ANDERSON POOL-7/26	100.00
151421	8/14	TOTO, KRISTINA S	110-00-21111-000-000	COURT PMT #U129183	10.52
151422	8/14	MERCADILLO, KELLY	110-00-21905-000-000	ORIBILETTI 8/2/15	100.00
151423	8/14	OWENS, DORICE	110-00-46501-000-000	ANDERSON PK-8/8/15	50.00
151424	8/14	SPENCER, DELORES	110-00-21905-000-000	WOLFENBUTTEL-8/1/15	50.00
151425	8/14	LEWIS, CAVELLE	110-00-21904-000-000	CASH BOND #B249920	124.00
			110-00-21904-000-000	CASH BOND #B249921	73.60
				..... CHECK TOTAL	197.60
151426	8/14	APPLEGATE, MYKEL	110-00-21111-000-000	COURT PMT #T537904	38.85
151427	8/14	OCWEN LOAN SERVICING LLC	110-00-21106-000-000	2014 TAX-6344 PERSH	851.28
151428	8/14	STANCZAK, STEPHEN M.	110-01-51303-261-000	3/30-7/28 277 MILES	159.28
151429	8/14	KREWSON, SHARON	110-01-51601-261-000	07/15 498 MILES	286.35
151430	8/14	WILKE, BRIAN	110-01-51601-261-000	07/15 100 MILES	57.50
151431	8/14	WASHINGTON, AL	110-01-50901-261-000	07/15 264 MILES	151.80
151432	8/14	CRUEY, EDWARD	110-01-50901-261-000	07/15 75 MILES	43.13

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151433	8/14	SCHAPER, KATE K.	110-02-52103-263-000	6/15/15 WINNEBAGO	12.00
151434	8/14	BOSMAN, KEITH	110-01-51301-341-000	MAYOR'S VAN	33.16
151435	8/14	HILL, RYAN	110-02-52103-263-000	7/22/15 WINNEBAGO	12.00
			110-02-52103-263-000	7/10/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
151436	8/14	GRABOT, TERRANCE	110-02-52103-263-000	6/15/15 WINNEBAGO	12.00
151437	8/14	GRIFFEY, BERNARD W	110-02-52103-263-000	7/24/15 WINNEBAGO	8.00
151438	8/14	RADANDT, DANIEL	110-00-21533-000-000	LIFE INS 6/15-7/15	3.50
151439	8/14	NEWHOUSE, ROBERT	110-01-51601-261-000	07/15 285 MILES	163.88
151440	8/14	BAKER, ELIZABETH	110-01-50901-261-000	07/15 172 MILES	98.90
151441	8/14	VANG, PA PHOUALA	110-01-51601-261-000	6-7/15 47 MILES	27.03
151442	8/14	DECKER, JUSTINE	501-09-50103-261-000	07/15 208 MILES	112.13
			631-09-50101-261-000	07/15 208 MILES	7.48
				..... CHECK TOTAL	119.61
151443	8/14	ARNOLDUSSEN, ANDREW	631-09-50101-261-000	07/15 207 MILES	119.03
GRAND TOTAL FOR PERIOD *****					3,592,385.70



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

August 28, 2015

To: Scott N. Gordon, Chairman, Park Commission
Eric Haugaard, Chairman, Public Works Committee

From: Shelly Billingsley, MBA, PE 
Acting Director of Public Works/City Engineer

Cc: Alderman Keith Rosenberg
District 9

Subject: Change Order (Contract Deadline Only) for Project 15-1423 Anderson Park Paths

BACKGROUND INFORMATION

Due to previously scheduled athletic tournaments in Anderson Park, the contractor asked staff for a one week extension to finish the project.

RECOMMENDATION

Approve the change order extending the project deadline.

THE CITY OF KENOSHA
CHANGE ORDER

Project Name:	Anderson Park Paths
Project Number:	15-1423
C.I.P. Line Item:	PK-11-001
Purchase Order #:	Not issued yet
Contractor:	Genesis Excavators, Inc.
Park Commission Action:	8/31/15
Public Works Committee Action:	9/7/15
Finance Committee:	N/A
Date of Common Council Action:	9/7/15

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended seven days. The project will be completed no later than **September 18, 2015**.

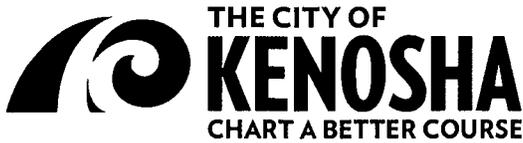
This change order is approved by:

CONTRACTOR


CITY OF KENOSHA, MAYOR

DATE
8/28/15

DATE



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

August 27, 2015

To: Eric Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, MBA, PE *Shelly Billingsley*
Acting Director of Public Works/City Engineer

Subject: Corrected Acceptance of Project 14-1428 Washington Park Trail Improvements
Location: 1901 Washington Road

At the July 27, 2015 Park Commission approved the acceptance of Project 14-1428 Washington Park Trail Improvements in the amount of \$94,155.69. Public Works Committee and Common Council approved the acceptance at the August 3, 2015 meetings.

Since the project acceptance, the contractor received corrected tickets from a subcontractor for topsoil. The subcontractor corrected the tickets because they realized they did not charge the correct rate.

It is recommended that the project be accepted in the corrected amount of \$94,243.69

Original contract amount for the base bid amount of \$44,207.00 plus \$6,293.00 in contingency for unforeseen conditions (if needed) for a total of 50,500.00, funding is from CIP Line Item PK-11-001; Alternate 1 amount of \$48,345.00 plus \$7,155.00 in contingency for unforeseen conditions (if needed) for a total of 55,500.00, funding is from CIP Line Item OT-07-003; for total award amount of \$106,000.00.