

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, September 21, 2015
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held September 9, 2015. **Pgs. 1-5**
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution by Alderperson David F. Bogdala - Resolution to Establish Guidelines for City Contributions for Recreational or Civic Events Held in the Parks.

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.2. Resolution by Alderperson Bob Johnson; Co-Sponsor Alderperson Rocco J. LaMacchia, Sr – Resolution to Declare October 2015 as Bullying Prevention Awareness Month in the City of Kenosha and to Urge the Citizens of Kenosha to Support and Attend Community Events Aimed at Raising Awareness about Bullying and its Impact in Our Schools, Workplaces and Community During October of 2015.
- A.3. Resolution by Alderperson Patrick Juliana - Resolution Concerning the Nontherapeutic Use of Antibiotic Medicine in Livestock Production; Supporting a Statewide and National Ban on Nontherapeutic Uses of Antibiotics in Livestock.
- A.4. Ordinance by Alderperson Curt Wilson; Co-Sponsor Alderperson Dave Paff - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code.

TO THE CITY PLAN COMMISSION

- A.5. Zoning Ordinance by the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property Located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property Located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District. (Keno Wells, LLC) (District 2)
- A.6. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 rr. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Demos Brothers, LLC) (District 10)
- A.7. Zoning Ordinance by the Mayor - To Rezone Property at 4314 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District (in Conformance with Section 10.02 of the Zoning Ordinance). (Demos Brothers, LLC) (District 10)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Special Exception Request from Kathleen S. Miller to Install a Six-foot (6') Privacy Fence in the Front Yard at 6013 47th Avenue (Parcel #02-122-02- 129-005). (Zoning: RS-3) (District 15) **PUBLIC HEARING Pgs. 6-16**

- B.2. Approval of the following applications (per list on file in the Office of the City Clerk):
- a. 21 Operator's (Bartender's) licenses.
 - b. 0 Transfer of Agent Status of Beer and/or Liquor licenses.
 - c. 1 Temporary Class "B" Beer license.
 - d. 0 Taxi Driver Licenses. **Pg. 17**
- B.3. Communication from the City Clerk regarding the Voluntary Surrender of the Class "B" Beer/"Class B" Liquor license of Mickey Angelo's, LLC (Mickey Angelo's), 4235 Green Bay Road. (District 16) **Pgs. 18-19**

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:
- 20 demerit points:
 - a. Alec Bradmon-Weisner
 - 25 demerit points:
 - b. Alyssa Thomas
 - 40 demerit points:
 - c. Megan Chatterton
 - 50 demerit points:
 - d. Diana Herr
 - 60 demerit points:
 - e. DeMarcus Hunter
 - f. Amanda Vaughan
- (L/P- Ayes 4, Noes 0) **HEARING Pgs. 20-25**
- C.2. Approve application of Ashley Brnak for a new operator's (Bartender's) license, subject to 80 demerit points. (Referred back to LP on 9/09/15) (L/P - Ayes 3, Noes 1) **HEARING Pgs. 26-31**
- C.3. Approve application of Delcristio Nevith for a new Taxi Driver's License, subject to 60 demerit points. (L/P - Ayes 4, Noes 0) **HEARING Pg. 32**
- C.4. Deny application of Shree Om Enterprises, Inc. (Jignesh Patel, Agent), for a "Class A" Liquor License located at 3806 30th Avenue (BP Mini Mart), based on concentration and detrimental impact on the neighborhood. (District 10) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 33-70**
- C.5. Approve application of Dishes to Die For, Inc. for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 4120 7th Avenue, on October 10, 2015 (TG's Restaurant & Pub), with no adverse recommendations. (District 1) (L/P- Ayes 4, Noes 0) **HEARING Pgs. 71-76**

- C.6. Approve application of Goodfella's Bar Pizzeria & Bistro, LLC (Matt Berg, Agent), for a Daily Cabaret License on September 26, 2015 (Matt's Main Street Pub, 5706 6th Avenue), with no adverse recommendations. (District 2) (L/P- Ayes 4, Noes 0) **HEARING Pgs. 77-78**
- C.7. Approve application of New Leaf Resale, LLC, for a Secondhand Article Dealer's License located at 7532 Pershing Boulevard (New Leaf Resale), with no adverse recommendations. (District 14) (L/P- Ayes 4, Noes 0) **HEARING Pgs. 79-80**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include a Four Way Stop at the Intersection of 3rd Avenue and 56th Street. (District 2) (PSW - Ayes 5, Noes 0) **Pgs. 81-82**
- E.2. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding a Southbound Stop Sign at the Intersection of 64th Avenue and 76th Street. (District 14) (PSW - Ayes 5, Noes 0) **Pgs. 83-84**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.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. (LP - defer to 9/28/15 - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 85-88**

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution by Alderperson David F. Bogdala - Resolution to Urge the Republican National Committee to Hold a 2016 Presidential Primary Debate in the City of Kenosha, Wisconsin. (Fin. – recommendation pending) **Pgs. 89-90**

- I.2. Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property Located in the City (per List on File in the Office of the City Clerk):
 - a. Boarding and Securing - \$1,270.26
 - b. Grass and Weed Cutting - \$27,881.83
 - c. Property Maintenance Reinspection Fees - \$4,816.00
 - d. Trash and Debris Removal - \$1,140.00
 - e. Zoning/Building Reinspection Fees - \$2,300.00(Fin.- recommendation pending) **HEARING Pgs. 91-119**
- I.3. Resolution by the Committee on Finance – Resolution to Rescind a Special Charge in the Amount of \$106.20 for Grass and Weed Cutting at 406 71st Street (Parcel #05-123-06-408-014); Property Owner/Petitioner: George Nicholson (Amends Resolution #103-15 passed on 08/17/15). (District 3) (Fin.- recommendation pending) **HEARING Pgs. 120-125**
- I.4. Resolution by the Committee on Public Safety and Welfare - Resolution to Designate as "No Parking" the East Side of 60th Avenue from 80th Street North 411 Feet to the Union Pacific Railroad Crossing. (District 14) (PSW- Ayes 5, Noes 0) **Pgs. 126-127**
- I.5. Resolution by the Committee on Public Safety and Welfare - Resolution to Rescind Resolution 143-95 and to Designate as No Parking the North Side of 18th Street 800 Feet West of 22nd Ave and the South Side of 18th Street 300 Feet West of 22nd Avenue. (District 4) (PSW - Ayes 5, Noes 0) **Pgs. 128-129**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Project 13-1751 Downtown Wayfinding Signs (Various Locations) recommendation to reject bids. (Districts 1, 2, 3) (PW - recommendation pending) **Pg. 130**

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Subgrantee Agreement between the City of Kenosha and the Kenosha Art Association for the use of Community Development Block Grant Funds. (Fin.- recommendation pending) **Pgs. 131-159**
- L.2. Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (District 3) (Redevelopment Auth. and Fin. - recommendations pending) **Pgs. 160-182**
- L.3. Stormwater Management Practices Maintenance Agreement For Stormwater Management Facilities Between The City Of Kenosha, Wisconsin, And NHPCO Wisconsin, LLC. (SWU- recommendation pending) **Pgs. 183-201**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. Change Order for Project 15-1013 26th Avenue Resurfacing (26th Avenue – 75th Street to 69th Street). (District 8) (PW & Fin. - recommendations pending)

Pgs. 202-203

M.2. Disbursement Record #16 - \$22,784,973.53. (Fin.- recommendation pending)

Pgs. 204-241

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N.1. Change Order for Project 14-1417 Parkway Tree Removal Phase II (Contract Deadline Only). (All Districts) (Park Comm. - Ayes 4, Noes 0; PW- recommendation pending) **Pgs. 242-243**

N.2. Change Order for Project 15-1417 Parkway Tree Removal (Contract Changes Only). (All Districts) (Park Comm. - Ayes 4, Noes 0; PW- recommendation pending)

Pgs. 244-259

**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 Travis Aylward. (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.**

P.2. Claim of Joe Kearra. (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
September 9, 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, His Honor, Mayor Keith G. Bosman presided. Alderperson Haugaard was seated as Council President.

The meeting was called to order at 7:05 p.m.

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

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

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

It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve the minutes of the meeting held August 17, 2015.

Motion carried unanimously.

There were no oral referrals made.

2 citizens spoke during Citizens' Comments: Virginia Hoekstra and Louis Rugani.

A. REFERRALS

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.

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).

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

a. 31 applications for an Operator's (Bartender's) license, per list on file in the office of the City Clerk.

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

c. 5 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

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

On a voice vote, motion carried with Alderperson Bostrom abstaining on item C.1.3.

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:

- 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

A hearing was held. Kristen Wright and Sean Kegley spoke.

C.1.1. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to separate C.1.c. On a voice vote, motion carried.

C.1.2. It was moved by Alderperson Paff, seconded by Alderperson Juliana, to separate C.1.g. On a voice vote, motion carried.

C.1.3. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to approve C.1.c. On a voice vote, motion carried with Alderpersons Ruffolo and Bogdala voting nay.

C.1.4. It was then moved by Alderperson Paff, seconded by Alderperson Wilson, to approve C.1.g. On a voice vote, motion carried with Alderperson Ruffolo abstaining because the applicant is employed by his establishment.

On a voice vote, earlier motion to approve C.1.a.,b.,d.,e.,f., and h. carried.

C.2. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve application of Steven

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

September 9, 2015

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Varnado for a new Operator's (Bartender's) license, subject to 95 demerit points. A hearing was held. The applicant spoke.

C.2.1. It was then moved by Alderperson Wicklund, seconded by Alderperson LaMacchia to approve subject to 50 demerit points. On a voice vote, motion carried with Alderpersons Ruffolo and Bogdala voting nay.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Ruffolo, to 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

A hearing was held. Ashley Brnak and Gilbert Barrera spoke.

C.3.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg to separate "b". On a voice vote, motion carried.

C.3.2. It was then moved by Alderperson LaMacchia, seconded by Alderperson Bostrom, to send item "b" back to the Licensing and Permit Committee. On a voice vote, motion carried.

On a voice vote, original motion to deny C.3.a.,c.,d.,e.,f.,g., and h. carried.

C.4. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve application of Charles Odom for a new Taxi Driver's License, subject to 20 demerit points. A hearing was held. The applicant spoke. On a voice vote, motion carried.

C.5. It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to 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. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to 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. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to 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)

A hearing was held. The applicants 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 Alderperson Bogdala, seconded by Alderperson Ruffolo, to send the following ordinance on its way:

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.

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. This item was withdrawn by the sponsors:

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.

G.2. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana, to adopt 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.

G.2.1. It was then moved by Alderperson Gordon, seconded by Alderperson Johnson to defer 30 days. After some discussion, Alderperson Bostrom asked to be added as a co-sponsor. On roll call vote, motion carried (9-7) with Alderpersons Bostrom, Rose, Bogdala, Jenkins, Michalski, Ruffolo, and Juliana voting nay.

G.3. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to adopt Ordinance 29-15. A public hearing was held. No one spoke for against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 29-15

**By Alderperson Patrick Juliana; Co-Sponsors: 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**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
September 9, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**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.**

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: September 9, 2015
Published: September 18, 2015**

G.4. It was moved by Alderperson Juliana, seconded by Alderperson LaMacchia, to adopt Ordinance 30-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 30-15

**By Alderperson Patrick Juliana; Co-Sponsors: Alderperson Curt Wilson, Alderperson Jan Michalski,
Alderperson Rocco J. LaMacchia, Sr., and 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.**

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: September 9, 2015
Published: September 18, 2015**

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 Juliana, to deny Resolution by the Committee on Finance – 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). A hearing was held. No one spoke. On roll call vote, motion carried (15-1) with Alderperson LaMacchia voting nay.

I.2. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy, to deny Resolution by the Committee on Finance – 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). A hearing was held. No one spoke. On roll call vote, motion carried (15-1) with Alderperson LaMacchia voting nay.

I.3. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy, to deny Resolution by the Committee on Finance – 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). A hearing was held. No one spoke. On roll call vote, motion carried (15-1) with Alderperson LaMacchia voting nay.

I.4. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana, to approve Resolution 105-15. A hearing was held. No one spoke. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 105-15

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).

Adopted: September 9, 2015

I.5. It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve Resolution 106-15. On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 106-15

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.

Adopted: September 9, 2015

I.6. It was moved by Alderperson Michalski, seconded by Alderperson Paff, to approve Resolution 107-15.

I.6.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Bostrom to amend the resolution to include in the title “To Urge the Democratic and Republican National Committees to Hold a 2016 Presidential Primary Debate in the City of Kenosha, Wisconsin”. Additionally, under the first “whereas”, add a new paragraph to read, “Whereas, the Republican National Committee Chairman and Somers resident, Reince Priebus, has confirmed that there will be a Republican debate in the State of Wisconsin; and”. Finally, the last paragraph should read, “Be it Further Resolved, that the City Clerk/Treasurer is directed to send a copy of this resolution to the Democratic and Republican National Committees and the Democratic and Republican Parties of Wisconsin”. On roll call vote, motion to amend failed (7-9) with Alderpersons Gordon, Bostrom, Bogdala, Jenkins, Michalski, Ruffolo, and Juliana voting aye. On a voice vote, original motion to approve as presented passed, and said resolution was thereupon approved:

Resolution 107-15

**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.**

Adopted: September 9, 2015

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
September 9, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

I.7. It was moved by Alderperson Juliana, seconded by Alderperson Rosenberg, to approve Resolution 108-15. On a voice vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 108-15

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.

Adopted: September 9, 2015

I.8. It was moved by Alderperson Kennedy, seconded by Alderperson Wicklund, to approve Resolution 109-15. Questions were asked and Zohrab Khaligian, Community Development Specialist, and a representative of the developer, Chad Novis, spoke. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 109-15

By the Mayor - Second Amendment and Restated Development Financing Agreement with Respect to Towne Investments Project (TID #12) (BPOK 3, LLC).

Adopted: September 9, 2015

I.9. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Resolution 110-15. Questions were asked and Francisco Loyola, Kenosha Art Association, spoke. On a voice vote, motion carried with Alderperson Bogdala abstaining due to a potential conflict, and said resolution was thereupon approved:

Resolution 110-15

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.

Adopted: September 9, 2015

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

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

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.

J.2. Appointment of Paul Hegland (1403-56th Street, Kenosha) to the Kenosha Area Tourism Board, for a term which expires May 1, 2018.

On roll call vote, motion carried unanimously.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. Lease Agreement between the City of Kenosha, Wisconsin, and GS Kenosha Hangar, LLC #4126.

L.2. 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.

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.

L.4. Amendment to 2015 Community Development Block Grant Subgrantee Agreement - Boys and Girls Club of Kenosha.

On roll call vote, motion to approve carried unanimously.

L.5. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve 2016 Community Development Block Grant Fund Allocation Plan. A public hearing was held. No one spoke. On roll call vote, motion carried unanimously.

L.6. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve State/Municipal Agreement for STH 32 – 85th Street to 91st Street. On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Disbursement Record #15 - \$4,873,511.09.

On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

N.1. Change Order (Contract Deadline Only) for Project 15-1423 Anderson Park Paths (8730 22nd Avenue).

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.

On roll call vote, motion carried unanimously.

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

P.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski, to deny Claim of Kelvin Jenkins. On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Kennedy,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
September 9, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

seconded by Alderperson Gordon, to adjourn at 9:15 p.m. On a voice vote, motion carried.

Approved:

KEITH G. BOSMAN

MAYOR

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
September 9, 2015**

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

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

SUBJECT: **Special Exception Request to Install a Six-foot Privacy Fence in the Front Yard; Petitioner: Kathleen S. Miller; Location: 6013 47th Avenue (District)**

DATE: September 16, 2015

The applicant, Kathleen Miller, is proposing to modify a portion of picket, board-on-board and privacy fencing in the front yard of her residence at 6013 47th Avenue.

Section 16.11 of the Zoning Ordinance provides the City of Kenosha Common Council the ability to approve a Special Exception for fences based on the following criteria:

B. Special Exceptions. Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from the terms of Section 16.03 of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.

Analysis:

The applicant constructed a fence from the front property line to the rear yard in varying heights and styles of fencing. A City inspector witnessed a portion of the fence that was constructed without permits. The fence was not in conformance with the vision clearance triangle requirement. An enforcement letter was sent to the property owner on July 13, 2015 (copy attached). The letter specified that a permit must be obtained and the fence modified to comply with City standards.

When the applicant submitted her fence permit application (with the understanding that that a two-times (2X) penalty fee would be assigned), she also submitted a request for a Special Exception. The current Zoning Ordinance standards are as follows:

Fences in the side yard of a residential property forward of the front of the residence must be no taller than four feet (4'), must be a minimum of 50% open and must be of split-rail, wrought-iron or picket design. A fence within the vision clearance triangle can be no taller than three feet (3') tall.

What has currently been constructed and what is being proposed are:

Current fence going from the front of the property toward the back yard:

1. A four-foot (4') tall picket fence for the first thirteen feet (13')
2. A four-foot (4') tall board-on-board fence for the next four feet (4')
3. A board-on-board fence transitioning from four feet (4') tall to six feet (6') tall for the next three feet (3')
4. A six-foot (6') privacy fence back past the front of the house

Proposed fence going from the front of the property toward the back yard:

1. The first fifteen linear feet would be modified to a three-foot (3') tall fence of picket design to comply with the vision clearance triangle and 50% open requirement
2. A board-on board fence transitioning from three feet (3') tall to six feet (6') tall for the next five feet (5')
3. A six-foot (6') tall privacy fence back past the front of the house

A Special Exception is required for the proposed fence at 6013 47th Avenue for the following reasons:

1. The Ordinance requires that the fence located in the front yard be 50% open and either split rail, picket, or wrought iron in design. The proposed fence will not meet this criteria from the home west approximately 5' 5"
2. The fence will transition from the vision clearance area to the front of the home from three feet (3') to six feet (6'). The Ordinance requires the transition to be from three feet (3') to four feet (4'). It should be noted that the home to the north at 6007 47th Avenue is set back closer to the street; and, if they were to apply for a fence permit to construct a fence as proposed by the owner/petitioner at 6013 47th Avenue, it would comply with the Ordinance and no Special Exception would be necessary.

Per the Zoning Ordinance, property owners within one hundred feet (100') of the applicant's property were notified by mail of the public hearing.

Recommendation:

Due to the unique circumstances of the lot and the varying building setbacks, staff recommends approval of the Special Exception.

BRW:saz
Attachments

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

**ZONING ORDINANCE – SECTION 16 – FENCE CODE
APPEALS / SPECIAL EXCEPTIONS TO COMMON COUNCIL
APPLICATION FORM**

OWNER Kathleen S. Miller PHONE NUMBER 262-914-1541
ADDRESS 6013 47th Avenue Kenosha, WI 53142

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

APPLICANT Kathleen S. Miller PHONE NUMBER 262-914-1541
ADDRESS 6013 47th Avenue Kenosha, WI 53142

ADDRESS OF SPECIAL EXCEPTION REQUEST 6013 47th Avenue Kenosha, WI 53142
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED existing fence was installed in 2012. • to allow for existing 4' or 6' tall privacy fence to remain and • to allow for the existing board on board slope as in enclosed description. • see attachments and pictures.

Attach the necessary supplemental forms as defined in the "SPECIAL EXCEPTION APPLICATION INSTRUCTIONS"

Documentation: On a separate sheet(s) of paper, a full justification of your request is required.

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

Kathleen Miller
SIGNATURE (Owner or Agent for Owner)

8-14-2015
DATE

FOR OFFICIAL USE ONLY

Date Filed 9/11/15 Receipt Number 7465
02-122-02-129-005 15

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED:

After cutting down (from 4' to 3') and lengthening (by 2') existing picket fence area to fully comply with all vision triangle requirements:

1. To allow for the existing gradual board on board slope to build from 3' to 5.5' rise over an approximate 4' span of fence located in the front yard of 6013. Approximate 1-2' of board on board in front of the neighbors setback is greater than 4' today.

See picture with ruler for intended slope location and proposed height.

2. To allow for existing 4' of 6' tall privacy fence to remain in the front yard of 6013, and in the side yard of 6007.

Considerations:

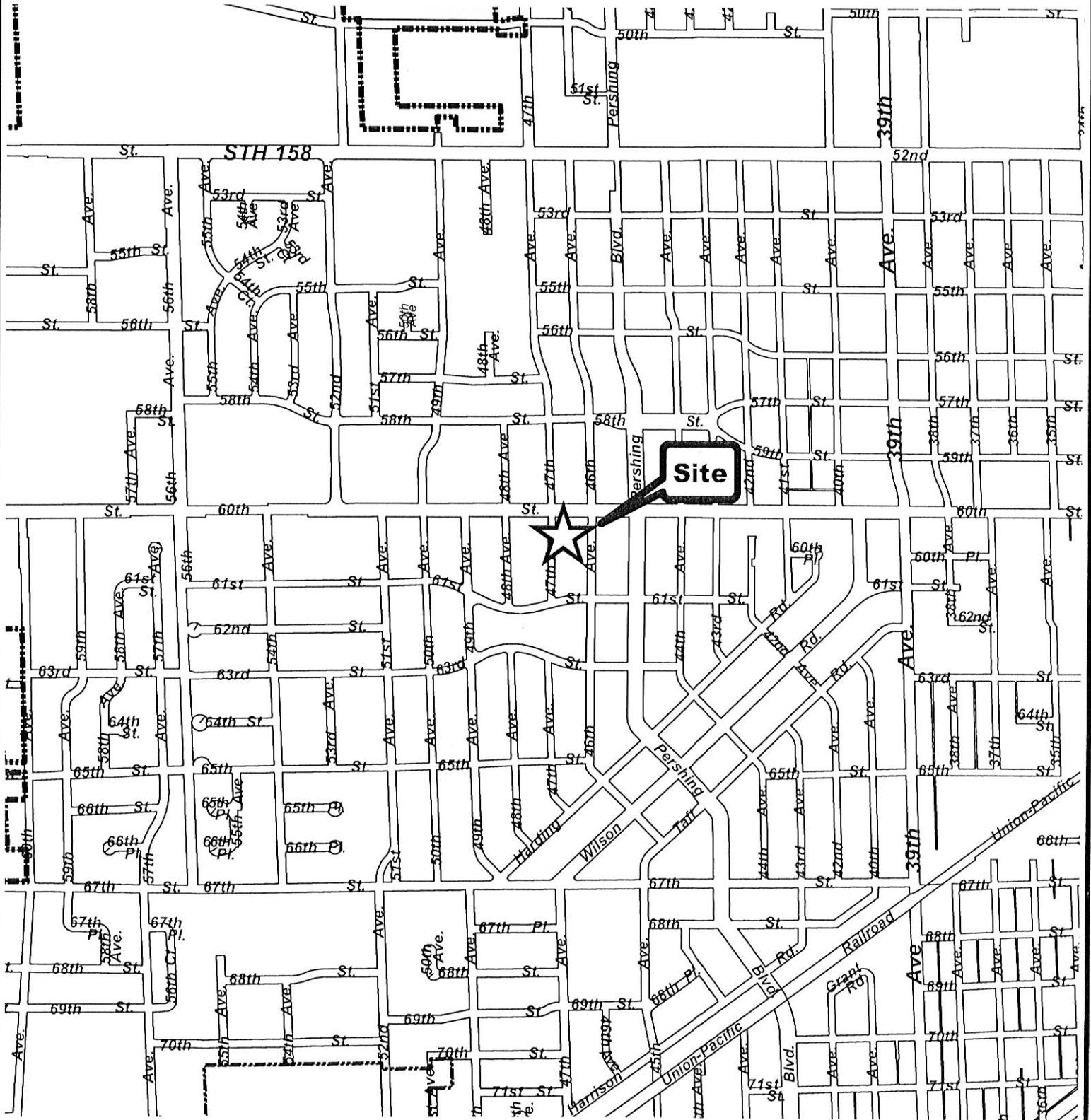
- Existing fence was installed in 2012.
- Approximately 4' of the 8' variance requested being requested is behind the neighbors front setback.
- The fence separates side entrances to both houses and is more than 6' away from neighbor's entrance.

Reasons:

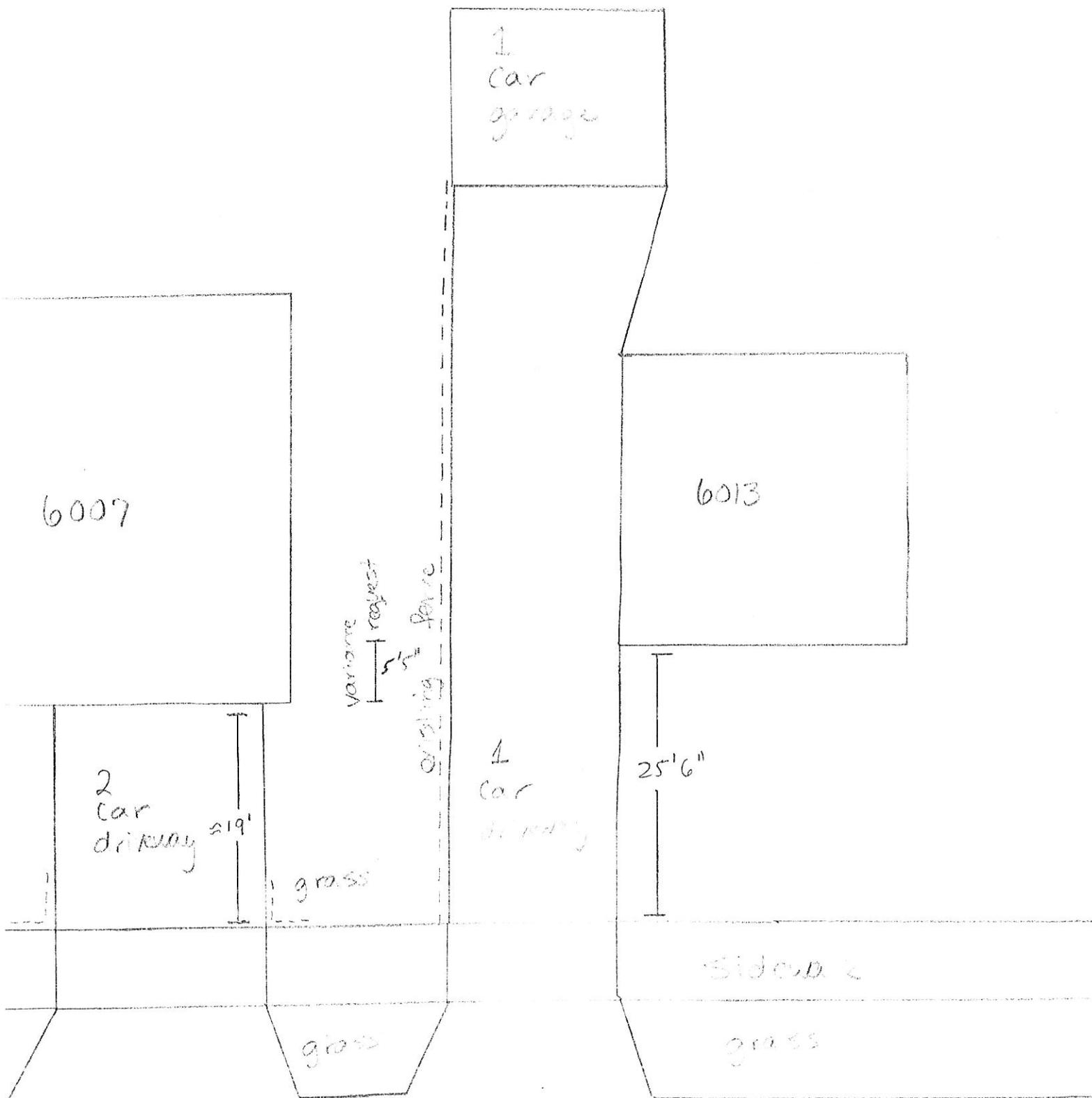
- Privacy from neighbor
- Re-use of materials from existing fence

City of Kenosha

Vicinity Map Miller Fence Special Exception

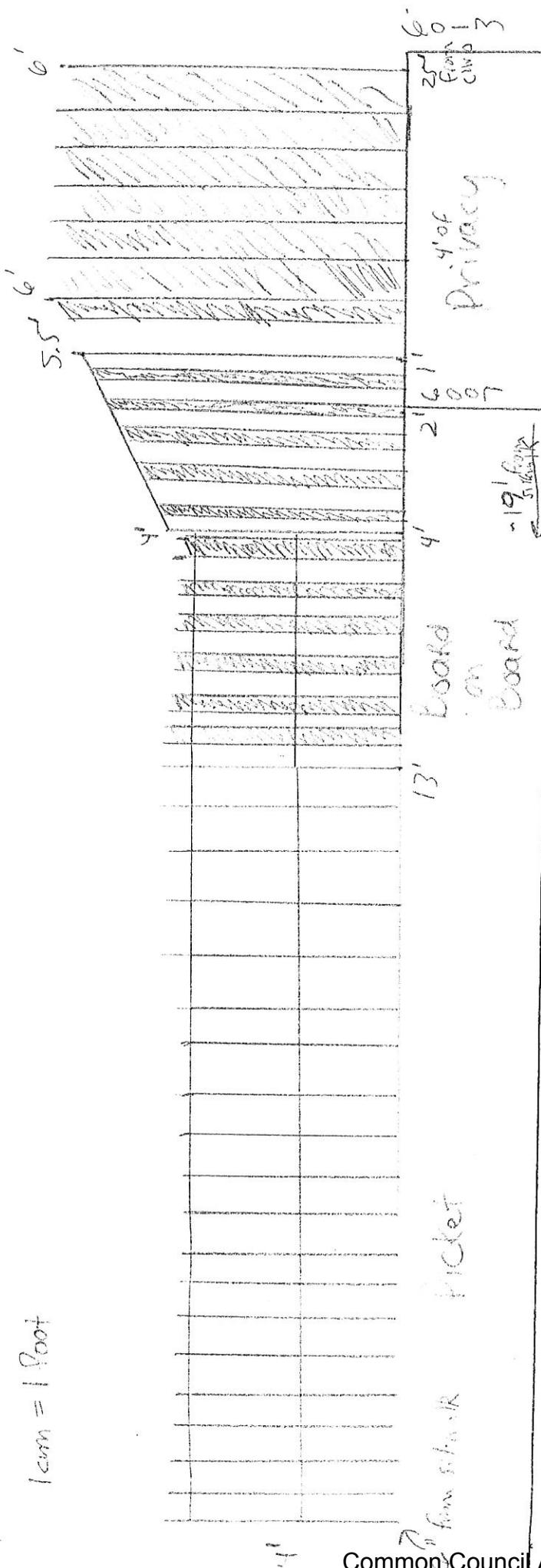


* not to scale

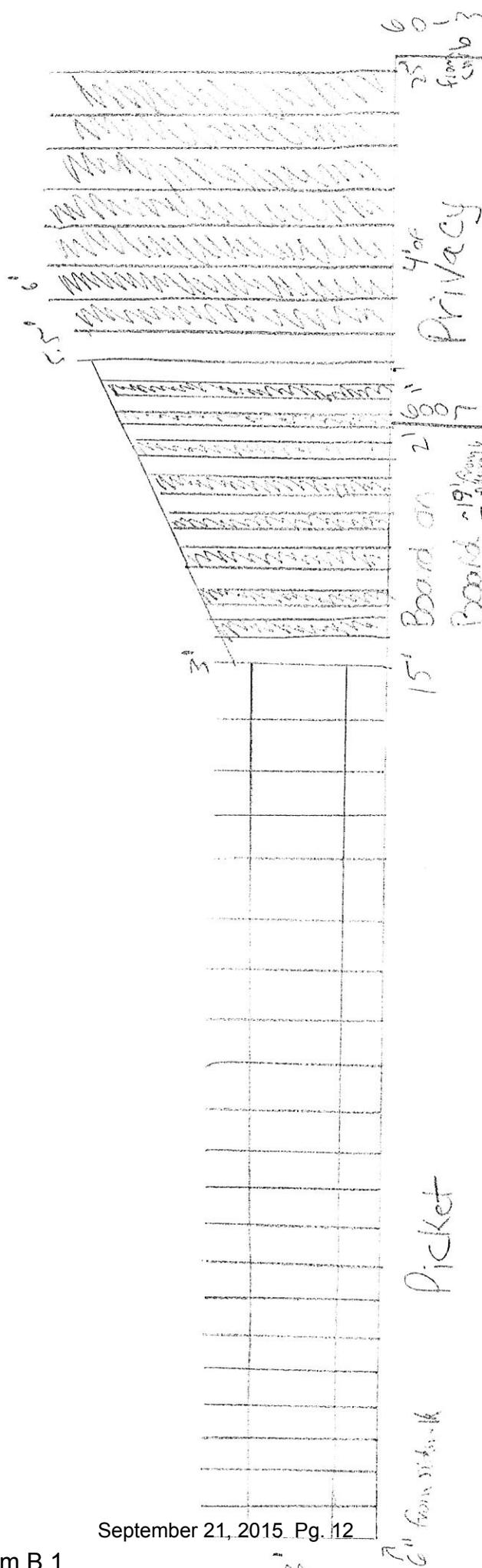


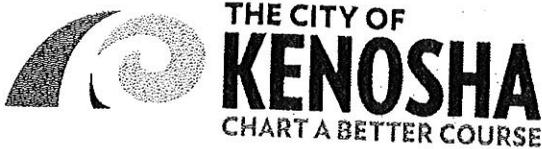
Before

1 cum = 1 Foot



After





COMMUNITY DEVELOPMENT & INSPECTIONS

July 13, 2015

Kathleen S. Miller
6013 47th Avenue
Kenosha, WI 53142

Dear Ms. Miller:

SUBJECT: Fence Ordinance Regulation/Enforcement Notification – 6013 47th Avenue

On a recent site inspection, it was noted that a fence was installed in the front yard without a valid permit. The fence is not in compliance with the vision clearance area requirement. Per Section 16.03 of the City of Kenosha Zoning Ordinance (Fence Code), any structure located in the vision clearance area, defined as the points connecting two lines fifteen feet (15') in length along the right-of-way line and a private driveway, shall be no taller than three feet (3'). Your fence does not meet this requirement and must be corrected. In addition, the City of Kenosha Fence Code stipulates that the "good" side of the fence must face the adjacent property.

To circumvent any penalties, you are hereby ordered to obtain a permit for the fence no later than **July 29, 2015**, and make the corrections to the fence no later than **August 17, 2015**. The fence permit will be subject to a two-times (2X) fee for work performed without a permit.

Failure to obtain a permit for the fence or perform the required repairs as specified above will result in the assessment of reinspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the reinspection fee starts at \$72.00 and escalates with each reinspection, up to a maximum fee of \$360.00 per inspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of \$100.00. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

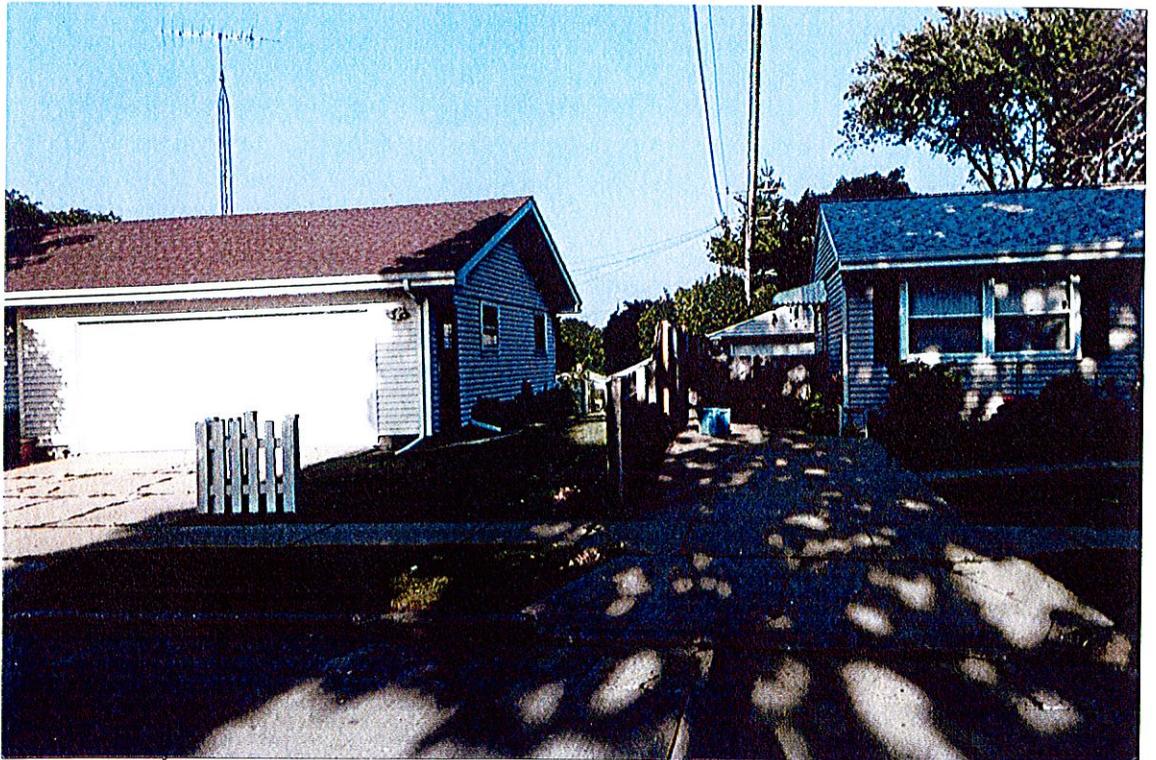
If you have any questions, please feel free to contact me at 262.653.4049; or, you may e-mail me at bwilke@kenosha.org.

Sincerely,

Brian R. Wilke
Development Coordinator

BRW:saz







September 17, 2015

Kathleen S. Miller
6013 47th Avenue
Kenosha, WI 53142

Dear Ms. Miller:

Subject: Request for Special Exception for Fence in Front Yard at 6013 47th Avenue

The City of Kenosha Common Council will review your above-referenced request at their regular meeting to be held on Monday, September 21, 2015, at 7:00 p.m. In Room 200 of the Kenosha Municipal Building, 625 52nd Street.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

B.2.	September 21, 2015			NO ADVERSE
a.			BARTENDERS	
	First Name	Last Name	Address	Business Name
1	Susan	Burns	710 Roosevelt Ave	Festival Foods
2	Alexander	Calles	4532 24 th Ave	Charcoal Grill
3	Sarah	Carneke	6114 10 th Ave	Duke's Country Saloon
4	David	Cartes	11280 3 rd Ave	Lou Perrine's
5	Rashed	DarAli	2623 63 rd St	Westown Food & Liquor
6	Anita	Farias	5418 39 th Ave	Kenosha Gas Stop
7	Kevin	Farrell	4609 17 th Ave	Frank's Diner
8	Peggy	Flynn	418 56 th St. #303	Kaiser's Pizza & Pub
9	Jose	Gomez	1903 61 st St	Brat Stop/Brat Stop Too
10	Alyssa	Heard	8527 19 th Ave	BP Gas Station
11	Cheryl	Jarocki	721 21 st Ave	Piggly Wiggly
12	Addison	Kelley	10250 Lakeshore Dr. - Pl. Prairie, WI	Hatrix
13	Ericka	Kreuser	314 60 th St	Dolls
14	Sean	Parker	5010 33rd Ave	Cabin Fever
15	Kayla	Schenning-Kortright	5005 26 th Ave	Captain Mike's
16	Daljit	Singh	3950 S. Clement Ave., #33- Milwaukee, WI	22 nd Ave Mobil
17	Allison	Smith	19900 128 th #101	Speedway
18	Frank	Staab	225 Country Club Dr - Lake Geneva, WI	Charcoal Grill
19	Tonja	Stratton	3315 30 th St	Grabs Burger Bar
20	Alejandro	Valdez	1206 E. Fox Chase Dr - Round Lake, IL	Tacos El Norte
21	Marisa	Wagner	1513 Oregon St	Charcoal Grill
	TOTAL =	21		
b.			TRANSFER OF AGENT	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.			TEMPORARY CLASS "B" BEER	
	Event Date	Organization Name	Location of Event	Event
1	09/25/15	Kenosha Area Family and Aging Services	7730 Sheridan Road	Knit, Crochet and Sip Open House
			TEMPORARY CLASS "CLASS B" WINE	
	Event Date	Organization Name	Location of Event	Event
			TEMPORARY CLASS "B" BEER & "CLASS B" WINE	
	Event Date	Organization Name	Location of Event	Event
	TOTAL =	1		
d.			TAXI DRIVERS	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		



Debra L. Salas
City Clerk/Treasurer

September 16, 2015

To: The Honorable Mayor and Common Council

From: Debra L. Salas, City Clerk/Treasurer

Subject: Voluntary Surrender

Dear Mayor and Members of Common Council:

The following license has been voluntarily surrendered to the City Clerk:

LICENSEE: Mickey Angelo's, LLC
TRADE: Mickey Angelo's
ADDRESS: 4235 Green Bay Road
DISTRICT: #16
LICENSE: CLASS "B" BEER/ "CLASS B" LIQUOR

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

	CITY OF KENOSHA				
	LIQUOR & BEER LICENSE QUOTAS				
	09/16/15				
	POPULATION AS OF 1/1/2014			NOTE: Increases are made to quotas based on fractions (i.e. 53.03 = 54) EXCEPT RESERVES	
	99680				
	QUOTAS	Quota	Adjustment	Current Number of Licenses Granted	Current Number of Licenses Available
1	"Class B" Liquor (State Imposed Quota-153)*	153.00	153	-152	1
2	Class "B" Beer (Locally Imposed Quota-170)*	170.00	170	-167	3
4	"Class A" Liquor (Locally Imposed-No Quota as of 12/22/12)	No quota	None	-33	Unlimited
5	"Class A" Liquor – Cider Only (2015 Act 55/eff. 7/14/15)	No quota	None	-1	Unlimited
6	Class "A" Beer Only (Locally Imposed-No Quota as of 12/22/12)	No quota	None	-60	Unlimited
7	"Class C" Wine-No Quota	No quota	None	-8	Unlimited
8	Wholesale Beer-No Quota	No quota	None	0	Unlimited
9	"Class B" Reserve Liquor (State Imposed Quota)	37.76	38	-2	36
	*NOTE:	-152	of the Class "B" Beer licenses have been issued in combination w/ "Class B" Liquor licenses—see line 1		

1a

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

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/28/2015	Alec Bradmon-Weisner		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160763	10762 47th Avenue Pleasant Prairie, WI 53158	Festival Foods	1120 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
	*APPLICANT LISTED AN UNDERAGE DRINKING CHARGE IN DECEMBER OF 2014			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
9/1/2015	Megan Chatterton		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160765	5819 80th Place	Sheridan Lanes	1120 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/2/2013	LIQ, POSSESSION BY UNDERAGE <i>Amended to</i>	GUILTY-AMENDED CHG	N	
11/22/2013	LITTERING VIOLATIONS	GUILTY/NO CONTEST PLEA	N	10
6/13/2011	IN PARK AFTER HOURS	GUILTY	N	10

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

CITY ATTORNEY'S COMMENTS

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

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

1d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/28/2015	Diana Herr		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160762	9914 28th Avenue Pleasant Prairie, WI 53158		

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/18/2015	BLOOD ALCOHOL CONTENT	GUILTY	Y	50
6/18/2015	OPERATING WHILE INTOXICATED	GUILTY	Y	

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

CITY ATTORNEY'S COMMENTS

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

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

1e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/27/2015	DeMarcus Hunter		Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160759	2623 Roosevelt Road	Festival Foods	3207 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/22/2013	UNDERAGE LIQUOR VIOLATION	GUILTY	N	20
12/8/2013	OPERATING WHILE SUSPENDED	GUILTY	N	10
7/10/2013	PARKS- VIOLATE POSTED RULES	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	60	

CITY ATTORNEY'S COMMENTS

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

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

1f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/25/2015	Amanda Vaughan		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160749	4037 31st Avenue	Festival Foods	1120 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/7/2012	DISORDERLY CONDUCT - MISD.	GUILTY DUE TO GUILTY PLEA	N	20
3/7/2012	NEGLIGENT OPERATION OF MOTOR VEHICLE - MISD.	GUILTY DUE TO GUILTY PLEA	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	60	

CITY ATTORNEY'S COMMENTS

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

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

2a

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 # ~~046873~~ *21711035*
 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
DWI 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

September 3, 2015

To whom it may concern:

This letter is to inform you that I have spoken with Ashley Brnak and she requested that I provide some documentation of her treatment given and progress so that she can obtain her Wisconsin bartending license.

Ashley was referred to me in 2012, concerning a DUI she received a few months prior. She began her court mandated drinking and driving education classes and one-on-one counseling sessions immediately. On June 5th, 2013 we began to meet outside of her court mandated sessions, on her own time to discuss her progress. During the first four weeks we met every other day for approximately an hour each visit. After that we met twice a week for another four weeks, and then down to once a week for four more weeks. Since September of 2013, Ashley has continued to make a bi-monthly appointment with me for support to remain sober, up until the time she moved back to Wisconsin in May of 2015. Ashley has been completely clean and sober since May 26, 2013.

Ashley has overcome a lot the past few years and I strongly feel that over the course of her recovery she has proved to be a very strong and dedicated women. She seems to me, to be very motivated and focused to move on to the next chapter in her life. I'm confident that Ashley will stay sober and she knows that she can continue to contact me anytime she feels the need to talk.

Sincerely,

Barry Hinkeldey
DUI & Addiction Counseling
333 IL-83
Mundelein, IL 60060
847-949-4596



September 8, 2015

Re: Recommendation for Ashley Brnak

To Whom It May Concern:

I was initially impressed with Ashley Brnak's enthusiasm, communication skills and professional demeanor when I joined the Human Resources team as a Quality Improvement Manager with NorthPointe Resources, Inc. Ashley has consistently demonstrated all of these qualities and more, and I recently promoted her from part-time position as HR Administrator to a full-time employee.

Ashley is reliable, dedicated and eternally upbeat. The compassion and empathy she demonstrates on daily basis with our I/DD clients is unparalleled.

Of particular value to me as her manager is Ashley's team player mind-set, enthusiastic embrace of change, ability to work with minimal supervision and unwavering commitment to exceeding client expectations.

Ashley is a hardworking, top-performing HR team member. She has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

A handwritten signature in cursive script that reads "Susan Sladek".

Susan Sladek
HR Quality Improvement Manager
NorthPointe Resources, Inc.

(847) 652-1713

NorthPointe Resources is a 501(c)(3) non-profit organization; therefore, your donation may be tax deductible. NorthPointe Resources did not provide any goods or services in consideration for this contribution.

3441 Sheridan Road • Zion, Illinois 60099 • 847-872-1700 • www.NorthPointeResources.org

September 21, 2015 Pg. 30

Common Council Agenda Item C.2.

September 4th, 2015

To whom it may concern,

I'm writing this letter on behalf of Ashley Brnak. We met approximately six years ago while attending UW-Parkside together and we have remained friends ever since.

I know Ashley has had some issues a few years back regarding a DUI and driving without a license. However, I can honestly say that she has become much more responsible since these occurrences. She has also had some health issues, pancreatitis and kidney problems, and has since been trying to move on and improve her lifestyle. For example, going to school at UW-Parkside, she volunteers her time with people that have mental illnesses and disabilities outside of her required job, and she recently purchased a home with her fiancé. She finds time to work out and be with her family. Besides that, Ashley doesn't drink anymore, when we do get a chance to go out together and everyone else is having a cocktail, Ashley orders water. Even while visiting Ashley when she is bartending I have witnessed her refuse drinks from her customers. Ashley is trying to settle down and get her life in order so that she can start a family of her own, and I strongly believe that she has been taking the necessary steps to do that.

If you would like any more information regarding Ashley Brnak, please feel free to contact me, I would be happy to help.

Sincerely,



Sherri Harris
(262) 960-5978

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

3

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/27/2015	Delcristio Nevith		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160031	2624 67th Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/17/2011	DRUG/POSSESS MARIJUANA	GUILTY	N	20
3/17/2011	DC/DOMESTIC ABUSE	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	60	

CITY ATTORNEY'S COMMENTS

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

5

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Sept 10 20 15;
ending June 30 20 16

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

County of Kenosha Aldermanic Dist. No. 10 (if required by ordinance)

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

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

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

SHREE OM ENTERPRISES INC. 1615 N. Sunny Slope Dr. Racine, WI 53406

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT</u>	<u>JIGNESH PATEL</u>	<u>1615 Sunny Slope Dr Racine, WI</u>	
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent		<u>JIGNESH PATEL</u>		
Directors/Managers				

3. Trade Name B P mini Mart Business Phone Number 262-764-3290
4. Address of Premises 3806 30th Avenue Post Office & Zip Code Kenosha, WI 53144

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9-2012 of registration. Yes No
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) Class A Beer Shree om Enterprises

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) MINI MART 3806 30th Avenue Kenosha

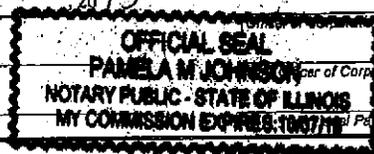
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Shree om Enterprises INC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2778]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, brewerles and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of August, 2015

Pamela M. Johnson
(Clerk/Notary Public)



My commission expires 10/07/2018

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8/20/15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted <u>mn</u>	Date license issued	License number issued	

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE – CHECK ALL THAT APPLY:**

<input type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input checked="" type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

Shree om Enterprises Inc.

1. Applicant Name *Fyresh Patel* Business Name *BP mini Mart*

2. Property Information: Address *3806 30th Ave* Owner *Abhi LLC*
Kenosha, WI 53144
 If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building *2500 SF* Assessed value of property *750,000*

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) *20,000.00*
5000 SF For total Building Gas Station

5. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? *(Yes)* or No or Not Applicable (circle one)

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

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

BEER *6000.00*

LIQUOR *7000.00*

FOOD *3000.00*

OTHER (specify) *14000.00*

TOTAL GROSS MONTHLY REVENUE *30,000.00*

\$ 30,000.00

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Shree om Enterprises Business Name B.P. mini Mart

Property Information: Address 3806 30th Ave Owner Abhi LLC
Kenosha, WI 53144

7. Explain how the issuance of this license will benefit the City: Provide convenience to neighborhood while increasing sales by about 33%, therefore increasing the sales taxes received to the city by 33%.

8. Explain why the business will have a substantial positive impact upon the surrounding properties: The business was vacant prior to 2012 and has been operating since. In order to keep the premise we would require this license.

9. Explain why the business have a significant, positive influence on the City economy: Take pride in operating an ethical business to provide a productive and positive increase in taxes to city.

10. Has the applicant contacted the alderperson of the district where this business is located? No

11. List other factors the Common Council should consider: See Attach Ed. Email

Applicant's Signature 



Jignesh Patel <jignesh1961@gmail.com>

Fwd: Liquor license letter

1 message

Abhi Patel <z1656190@students.niu.edu>
To: Jignesh Patel <jignesh1961@gmail.com>

Tue, Aug 4, 2015 at 6:11 PM

----- Forwarded message -----

From: Kent Szadowski <kent@szadowski.com>
Date: Tue, Jul 21, 2015 at 6:18 PM
Subject: Re: Liquor license letter
To: Abhi Patel <z1656190@students.niu.edu>

Alderman Kennedy,

My name is Jignesh Patel, the owner and manager of BP Gas Station on 30th Ave. in Kenosha. I purchased the business and property with my life savings in 2012. Prior to 2012, the business property was vacant for years and was not paying sales, property, or even gas tax.

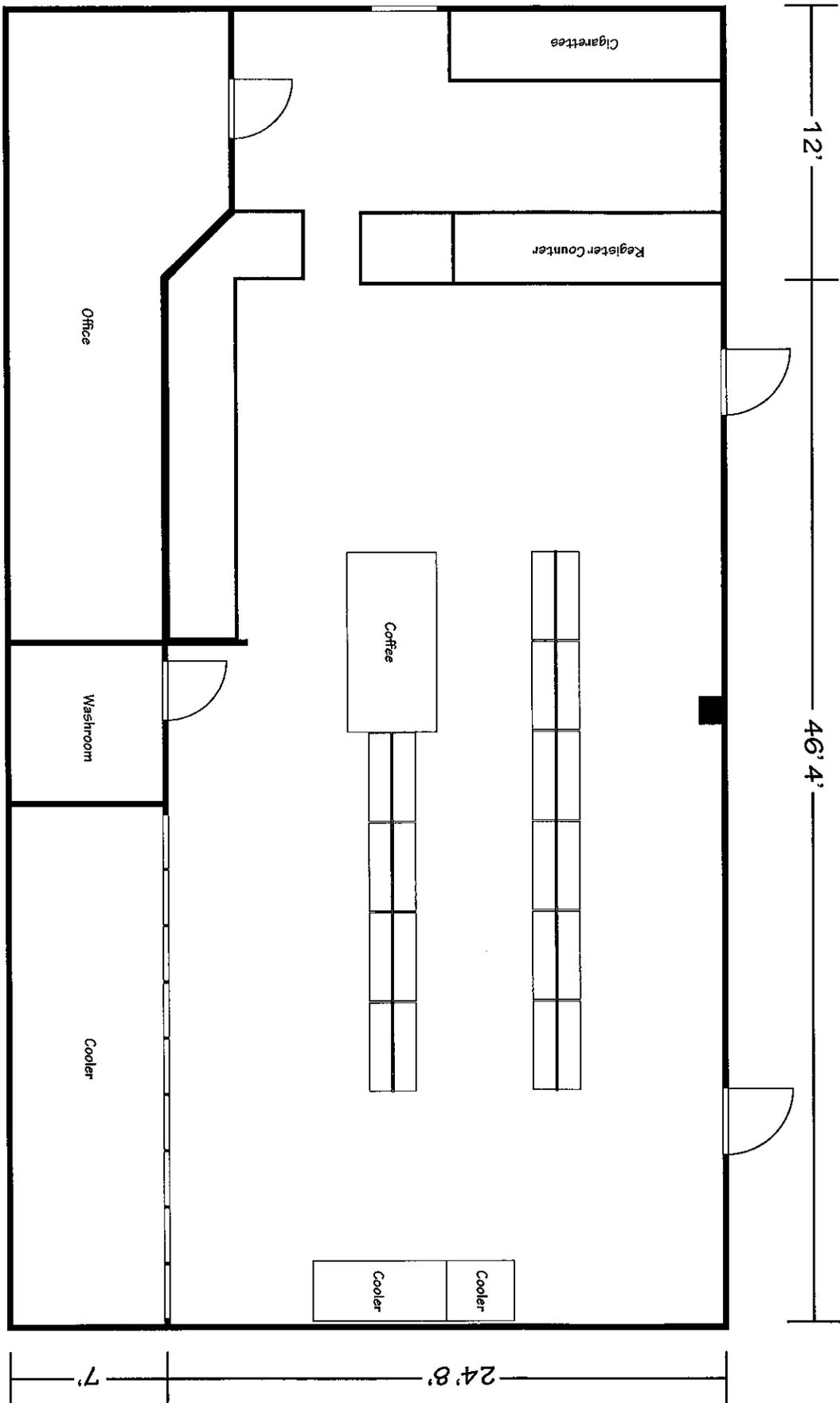
I would like to share with you the current situation of the business. My gross sales have plateaued. At the current level of sales, the business may soon be forced to close its doors and declare bankruptcy. In order to break through this plateau, I need an advantage to compete with the corporate-owned Speedway across the street. Currently, I am forced to try to match Speedway's gasoline prices which are consistently below my wholesale costs, causing me to lose money on nearly every gallon of gas I sell. I need to closely match gas prices in order to attract consumers into the C-Store where I have comfortable profit margins, offsetting my losses on gasoline. When my beer license was approved, my gross sales increased by 33%. This also increased the amount of sales tax collected by the business by the same percentage.

In order to change the current business direction, I need a Class A Liquor license. With my current pricing model, I project that a Class A license would increase my sales by 20%. Increasing sales to that level would allow me more flexibility to keep the business open. It would also increase the value of the business, making it more attractive to other investors. Having robust competition between profitable businesses benefits consumers by offering more options at lower prices and broadens the tax base. If I were forced to close, there would be little competitive pressure on Speedway, allowing it to inflate its prices.

I am asking for your support in obtaining a Class A Liquor license. Having a Class A license would allow the business to set itself apart from the corporate-owned Speedway and provide another source of sales that will help offset my losses in gasoline sales. I have taken a blighted property that was collecting dust for years and a liability to the community and turned it into an asset that benefits the city of Kenosha and its residents, and I would prefer to keep it that way. I hope that I can gain your support in my bid for a Class A Liquor license and keep my business afloat.

Thank you for your time.

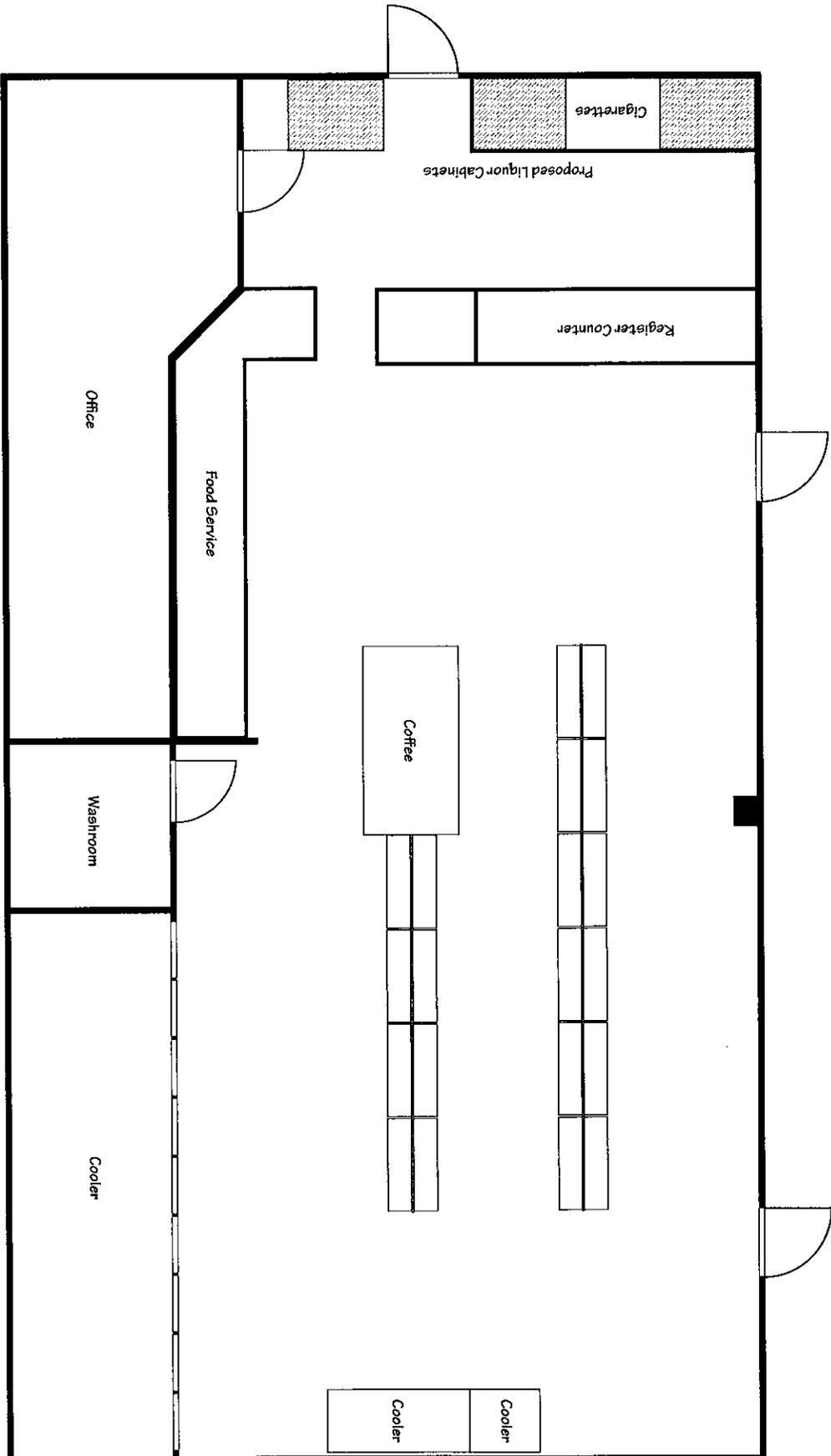
Jignesh Patel



1,135 sq ft Sales Floor
1,838 sq ft Total

Option A

Shree Om Enterprises, Inc.



11 - 4' x 2' 6" shelves behind counter

110 sq ft shelf space



Cigarettes

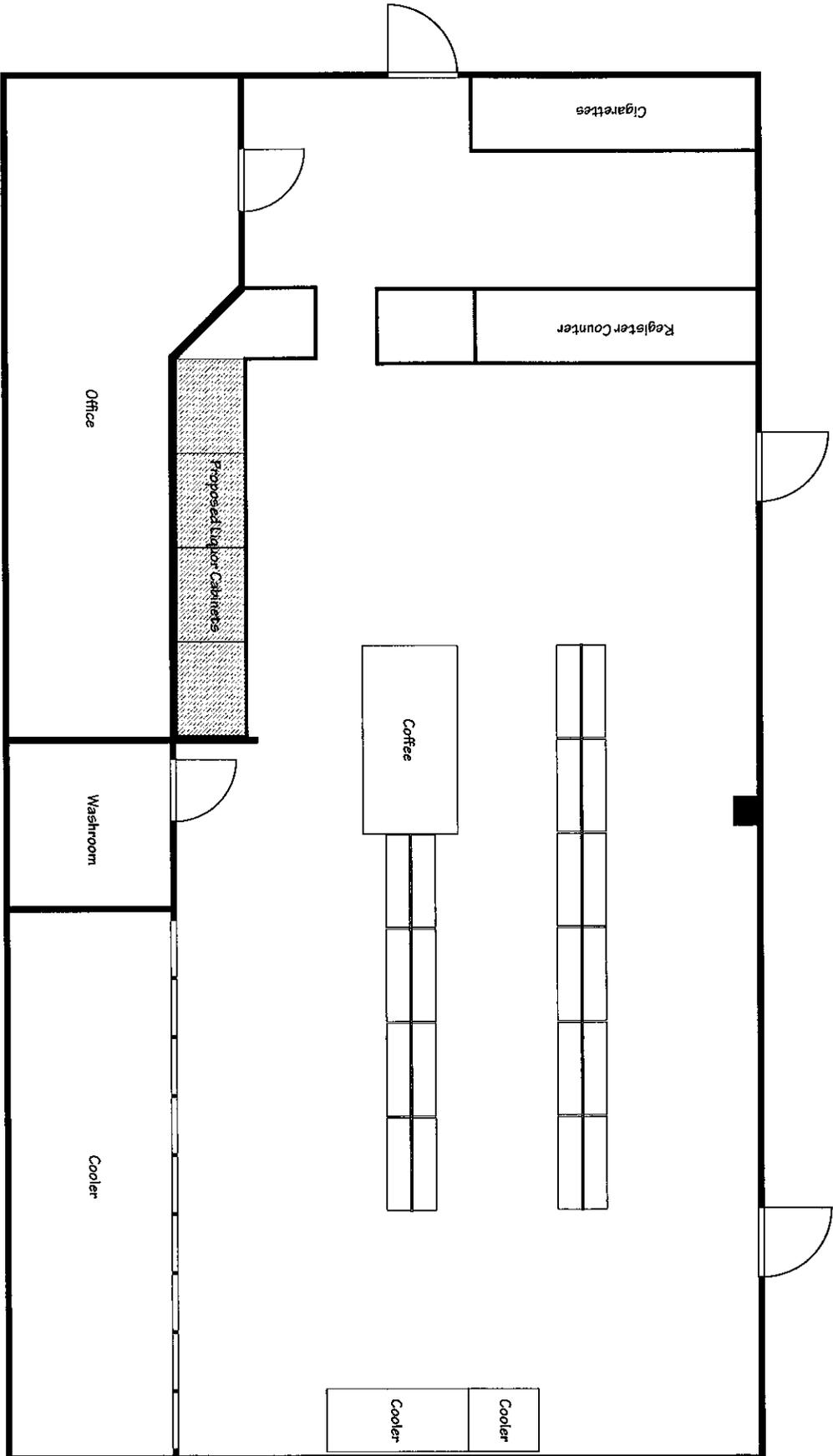
Counter

11 - 4' x 2' 6" shelves behind counter

110 sq ft shelf space

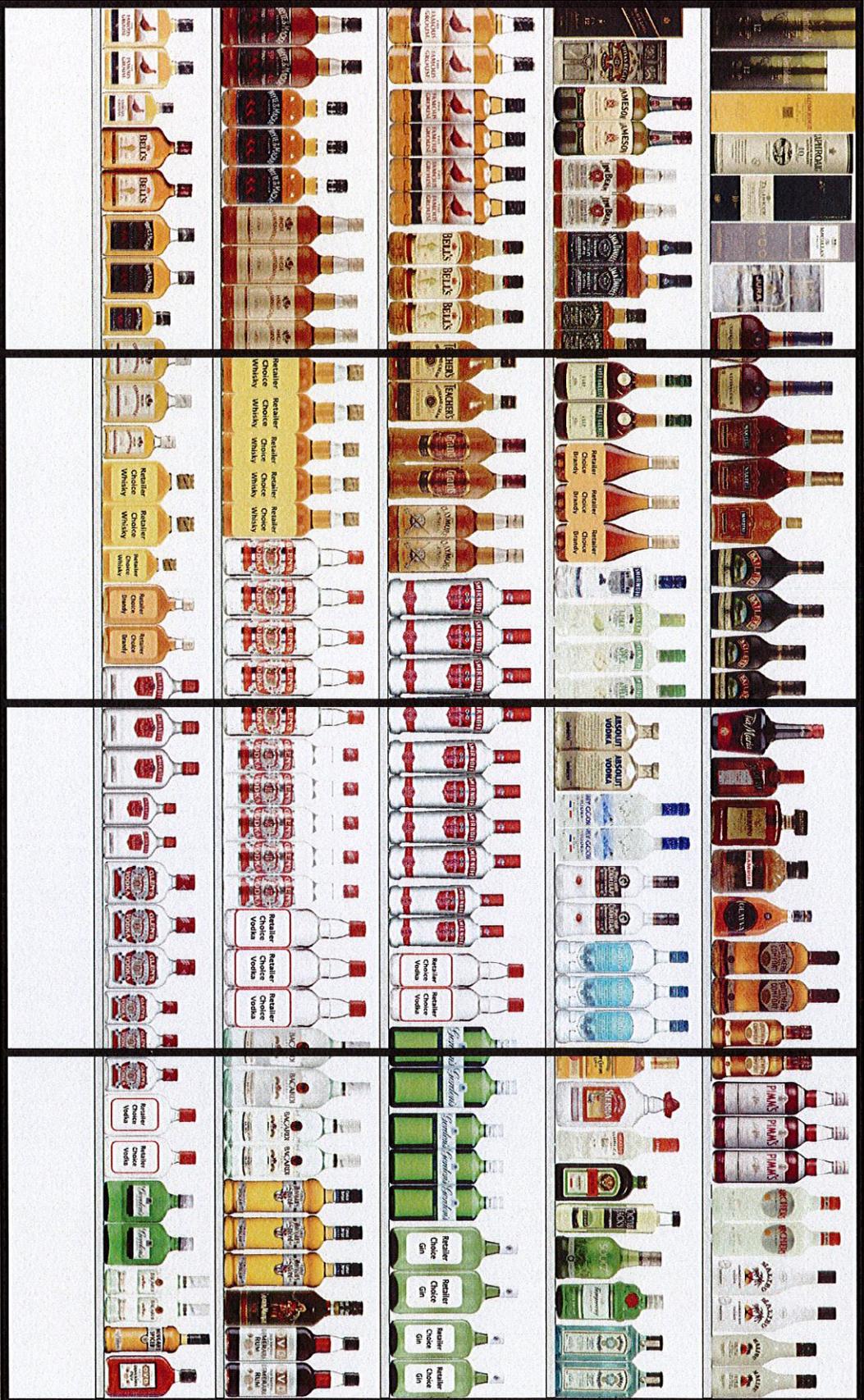
Option B

Shree Om Enterprises, Inc.



5 - 16' x 2'6" shelves in locked glass cabinet

200 sq ft shelf space

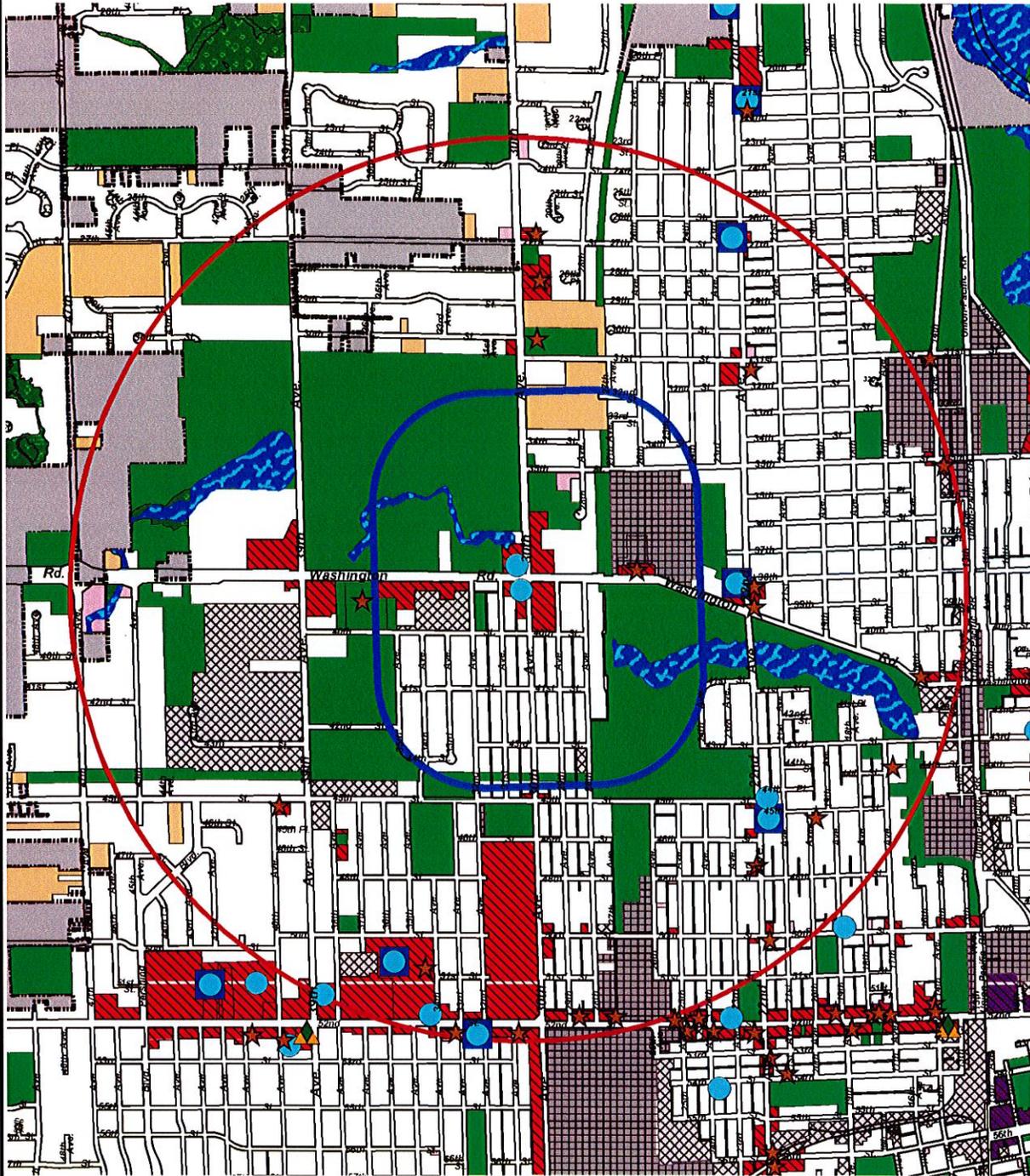


5 - 16' x 2' 6" shelves in locked glass cabinet

200 sq ft shelf space

"Class A" Retail Liquor application

3806 30th Avenue



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

Note: Residential districts are not colored.

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

— 5,280 feet from applicant

— 6 blocks from applicant

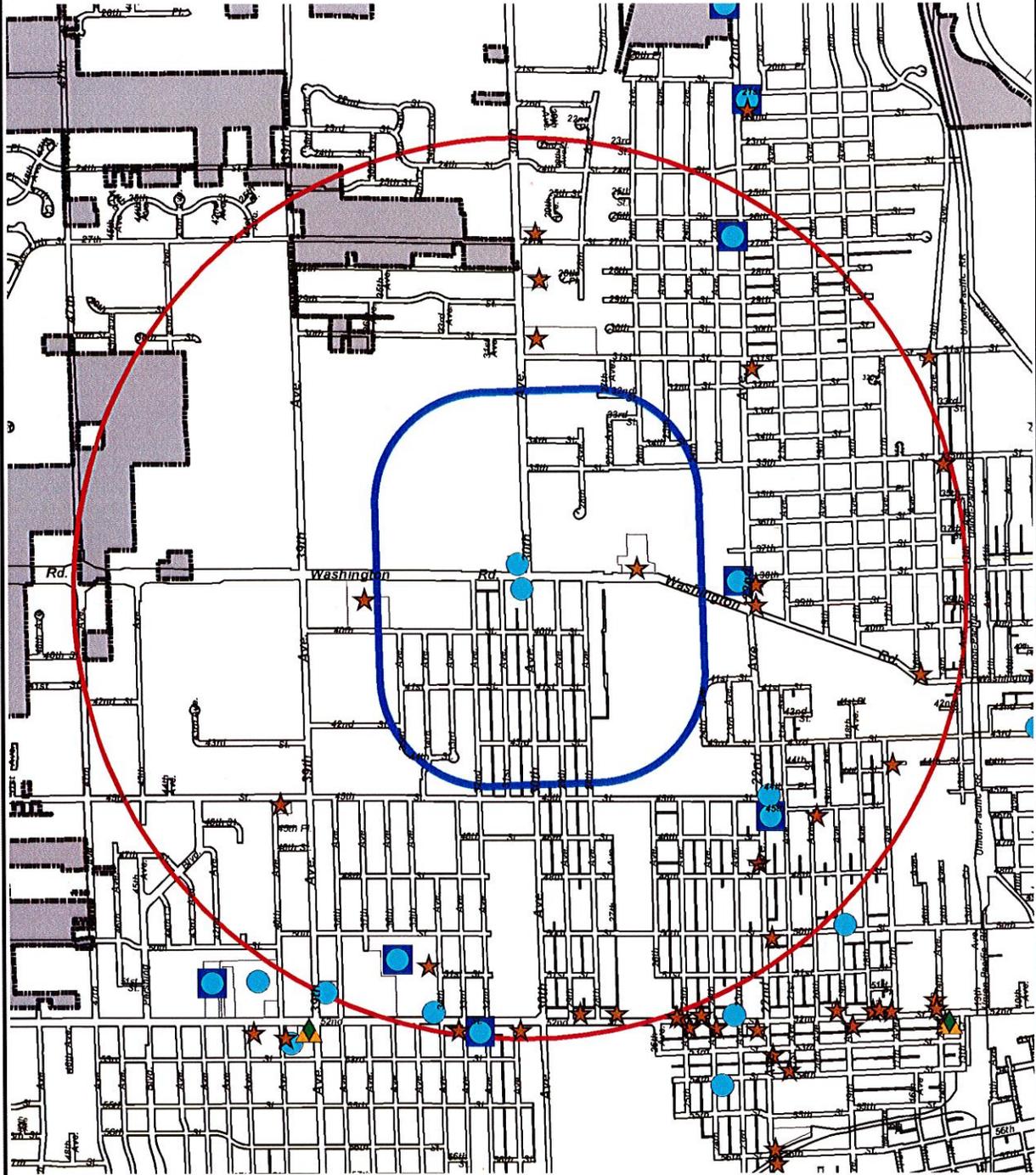
5,280 ft. Radius	Class "A"				
	Class "A"	Class "A"	Class "A"	Class "A"	Class "A"
Residential Districts	0	0	0	2	0
Business Districts	11	5	0	16	0
Other Districts	0	0	0	2	0

6 block Radius	Class "A"				
	Class "A"	Class "A"	Class "A"	Class "A"	Class "A"
Residential Districts	0	0	0	0	0
Business Districts	2	0	0	1	0
Other Districts	0	0	0	1	0



"Class A" Retail Liquor application

3806 30th Avenue



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

— 5,280 feet from applicant

5,280 ft. Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	2	0
Business Districts	11	5	0	16	0
Other Districts	0	0	0	2	0

— 6 blocks from applicant

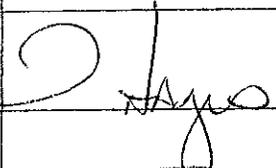
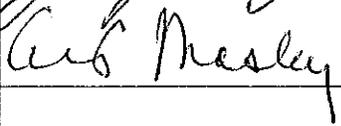
6 block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0
Business Districts	2	0	0	1	0
Other Districts	0	0	0	1	0



Petition for Liquor License

We the undersigned, being of legal drinking age, are in support of granting a Class A Liquor license to the BP gas station located at 3806 30th Avenue, Kenosha, WI 53144.

We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Talitha Hayes		3417 28th	talithahayes@gmail.com
Jesse		6823 53rd	-
DAVE ERNST		7802 HARRIS CT.	-
Travis Fleming		4631 60th St.	262-589-3222
Art Masley		3931-31 Ave	262-914-7499

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: JIGNESH PATEL

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Name	Signature	Address	Phone/Email
Michael Metall	<i>Michael Metall</i>	3409-22 nd ave	(262) 815-2099
Nick Koslich	<i>Nick Koslich</i>	5920-16 th St #102	(262) 676-8137
Roman Rejes	<i>Roman Rejes</i>	27 23 th AVE	262 657-5779
Al. Johnson	<i>Al Johnson</i>	1221 68 th	262-496-9312
Rudy Paulitic	<i>Rudy Paulitic</i>	6626 19 th AVE	262-484-6740
Vicki Pellicori	<i>Vicki Pellicori</i>	1039-23 rd AVE	262-496-4936
OSCAR MORALES	<i>Oscar Morales</i>	2219 55 th St.	262-676-4959
Cody May	<i>Cody May</i>	1906 32 St	262-945-1051
Bobby Fikes	<i>Bobby Fikes</i>	4047 32 nd AV	262-883-7067
Margolici Berkman-Powell	<i>Margolici Berkman-Powell</i>	4705 36 th AVE APT 10	262-654-3979

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh Patel*

Date:

Print Name: JIGNESH PATEL

Petition for Liquor License

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Name	Signature	Address	Phone/Email
Jimie Booker		4102 29th Ave	262-764-2457
Kevin Booker		4102 29th Ave	262-764-2457
Iniquita D. Kortney Park		5800 58th Apt #1	262-452-008
Earl Katelyn Park		1523 W Center Milwaukee	414-264-5914
Kyle Davis		4329 23 Ave	262-748-4432
Nick Meloy		24016 64th Place	262-748-8001
Jason Wroblecki		3318 50th St Kenosha	760-214-5416
Lawrence E. Castro		4411 23rd Ave	262-344-9773
Tom Angell		7023 35th Ave	262-220-0029
Sergio		4023 14th Ave	262-620-5471

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature:

Date:

Print Name: Jignesh Patel

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Name	Signature	Address	Phone/Email
ROBERT MAISON	<i>Robert Maison</i>	2819-26 th Ave	-
Joseph Aiello	<i>Joe Aiello</i>	1103-87 Ave	4165-2131
Tom Smith	<i>Tom Smith</i>	Kenosha	725-718
Margaret	<i>Margaret</i>	Kenosha	-
William	<i>William</i>	Kenosha	-
Barbara	<i>Barbara</i>	Kenosha	-
Karen Guerrero	<i>Karen Guerrero</i>	Kenosha	262-220-6061
Jaqueline Dallas	<i>Jaqueline Dallas</i>	Kenosha	jackiedb1@wi.rr.com
Guadalupe Crockeria	<i>Guadalupe Crockeria</i>	4003-32nd th Ave, Kenosha, WI.	1-(262) 705-1202
ADAM DAVIS	<i>Adam Davis</i>	5604-40 th Ave	-

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh Patel*

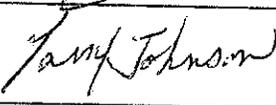
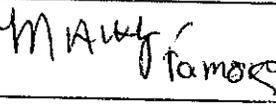
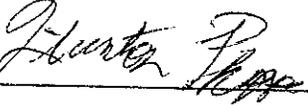
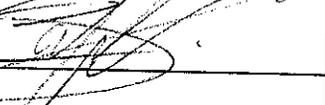
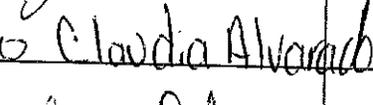
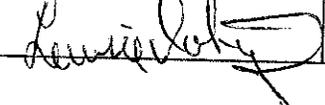
Date:

Print Name: *Jignesh Patel*

Petition for Liquor License

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Name	Signature	Address	Phone/Email
ANGELA JOHNSON		4006 - 30 AVENUE	262 2370566
CARRY JOHNSON		4006 30 AVE	262 2877874
MARY FAMOUS		4017 - 31 AVE	262 253-1577
NICE SUGA		1014-40 th ST	237-7865
Quinton Phigs		-	-
Kevin Boo		6317 20 th	262 764-2387
Andre Armstrong		4114 28 th AVE	262-764-2231
Gabriel Uivar		4007 28 Ave	773-969-3412
Claudia Alvarado		-	262-220-1917
Laurie Abhat		-	-

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: Jignesh Patel

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Leyda Caslo	<i>Leyda Caslo</i>	4615 37 Ave Kenosha, WI	262-705-3309
Wally Taha	<i>Wally Taha</i>	1916 W. 33rd St. 5018-33 AVE	(262) 633-6668 652-2915
Melvin Traverth	<i>Melvin Traverth</i>	262 4274 30 Ave	762-220-6403
J. M. Meyer	<i>J. M. Meyer</i>	6110 12th Ave	262-456-5835
Irma Rivera	<i>Irma Rivera</i>	3911-31 Ave.	-
Christy Inoshova	<i>Christy Inoshova</i>	6916 30th Ave	262 676 3560
Amanda Seger	<i>Amanda Seger</i>	973 N Sheridan Rd #19	748-7921
Bryan Zell	<i>Bryan Zell</i>	3103-10th	945 6977
Antoine Rogers	<i>Antoine Rogers</i>	4018 28th Ave	-

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh Patel*

Date:

Print Name: *Jignesh Patel*

Petition for Liquor License

We the undersigned, being of legal drinking age, are in support of granting a Class A Liquor license to the BP gas station located at 3806 30th Avenue, Kenosha, WI 53144.

We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Hector Vega		4205 30th Ave	(262) 748-3690
Jeri Gudman		3913 28th Ave	262-234-7205
Carly Shepard		1613 73rd ST	262-922-5275
Parozie feldt		4061 28th ave	262-748-3417
GUADALUPE GARCIA		4033 40 ST	262 484 1544
John Waskin		4100 39 ave	262-545-7313
Demond I. By		1600 Kearney Ave	shorty014@gmail.com
Rod Jones		36109 52nd ST	608-214-3376
Islanda J.		262-764-5696	207. W.R.
Antoin		262-752-8015	4209 30th Ave

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature:

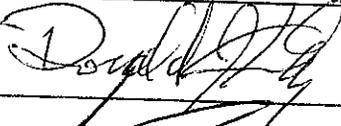
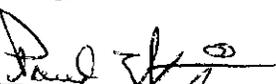
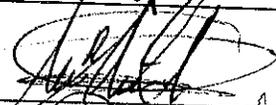
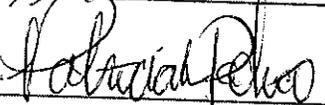
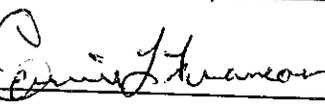
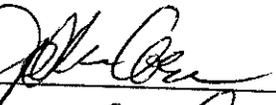
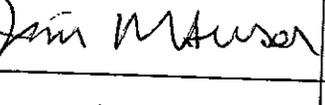
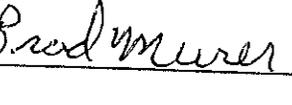
Date:

Print Name: Jignesh Patel

Petition for Liquor License

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Don Kennedy		4052 31st AVE	Donk4592.com
Ivan Turner		4018 28th AVE	N/A
Paul E. Jamison		4056 28th Ave	N/A
Robert Luna		6309 12 AVE	N/A
Patricia Pacheco		3004 41st Street	N/A
Carrie Francon		—	919/922-7454
John Conwell		1805 60th St	Cell - 883-7460
JACK SULLIVAN		3510-22 AVE KENOSHIA	PALICIA JACK 690 724420.com
Jim Mauer		3570 63rd St	—
Brad Meurer		4127 18th Ave	—

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: Jignesh Patel

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Name	Signature	Address	Phone/Email
Cristian Manuel		2259 40th street	228-424-0298
Michael Essman		4002 30th Ave	262-240-7207
Kirk Guderley		6337 29th ave. Kenosha WI	262-288-1431
Nicole		4220 30th Ave	262 496, 465
Gus Sandovay		4833 28th Ave	262-515-4090
CHARLOTTE STINE		4103-23rd Ave	262 577-5698
		4621 28th Ave	262 455-6103
SARA DAVIS		4051 28th Ave	(262) 721-8480
Jeremy Waldron		4051 28th Ave	(262) 661-3451
Carles		4209 50 St	262 496 08 02

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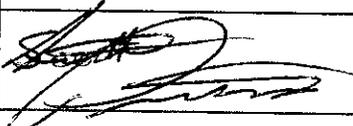
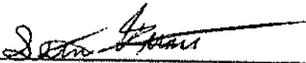
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Name	Signature	Address	Phone/Email
Scott Potchel		—	—
Shelly Schuster	S Schuster	—	—
Fred. Brown	Fred. Brown	—	—
STEVE JACKSON		—	—
Roy Pittman	Roy Pittman	—	—
M.L. Powell	—	—	—
	—	—	—
Dylan McCurdy	Dylan McCurdy	—	—
Tom Tom Hopkins	Tom Tom Hopkins	—	—
J. COKES	J. COKES	—	—

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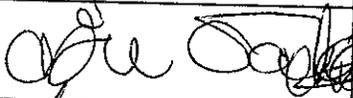
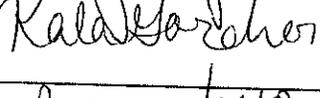
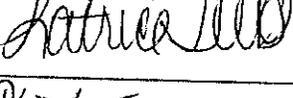
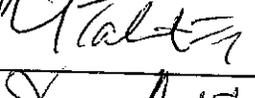
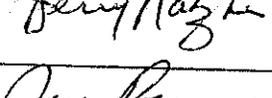
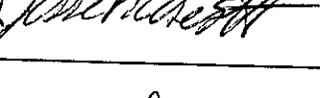
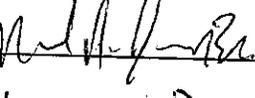
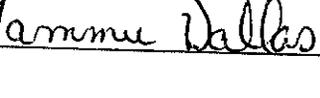
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Print Name: Jignesh Patel

Petition for Liquor License

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Name	Signature	Address	Phone/Email
Asia		4116 Parkside Blvd	N/A
Nate		506 65th St. Kenosha	NA
Angelo		3543 Monarch	N/A
Kala		3513 Monarch Drive	N/A
Latrice		4032- 29th Ave	N/A
Phil		4403 24th Ave	N/A
Jerry		2413-34th St Kenosha WI	N/A
Jesse		4212 31st Ave Kenosha WI	N/A
Michael		1107 48th Ave	N/A
Tammie		6017 25th ave	N/A

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: Jignesh Patel

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Name	Signature	Address	Phone/Email
Wayne Young	<i>Wayne Young</i>	2121-55th st.	262-287-3617
John Miller	<i>John Miller</i>	5519 43st	(262) 54-6576
Harario Escobar	<i>Harario Escobar</i>	29th AV	-
Jim Spruill	<i>Jim Spruill</i>	31 Ave	-
Daniel Bosman	<i>Daniel Bosman</i>	31 st Ave	496-2184
Ronald Wright	<i>Ronald Wright</i>	4044 28th Ave	-
Nicole Threkel	<i>Nicole Threkel</i>	4044 28th Ave #4	505-7160
Alicia Vega	<i>Alicia Vega</i>	4205 30th Ave	748-9674
Michael Ball	<i>Michael Ball</i>	3605 48th St	359-0866!
Cheryl Townsend	<i>Cheryl Townsend</i>	4087 45 st	2627056938

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh Patel*

Date:

Print Name: Jignesh Patel

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Name	Signature	Address	Phone/Email
Alex DeJard	Alex DeJard	3919 28 ave	—
Bryan Thompson	Bryan Thompson	4120 28th Ave	—
Carrie Pfalt	Carrie Pfalt	3236 102nd ave	—
Ethan Jorgensen	Ethan Jorgensen	5015 31st street	—
Leo Gonzalez	Leo Gonzalez	4822 24th Ave	—
Chuck	Chuck	4306 32nd AVE	—
Erin DeVera	Erin DeVera	4045 25th AVE	224-237 8284
Antia Graham	Antia Graham	—	—
R. J	R. J	—	—
Erin Lynn	Erin Lynn	—	—

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh Patel*

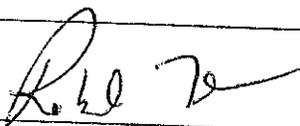
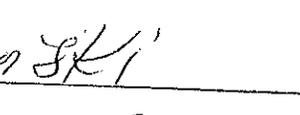
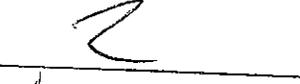
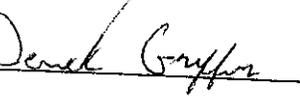
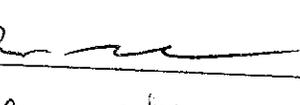
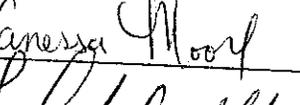
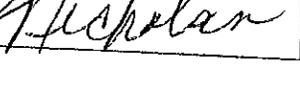
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Name	Signature	Address	Phone/Email
Bob Thomas		2415-51 st Kenosha WI	-
JAN SzcypianSKI		4209 28th AV.	262-29234
TOM LEBE		4209 30th AV	
WEL C.		-	-
Draw Carter		4820 28th Ave #3	262-394-0298
Derrick Griffin		8932 Sherburne rd #5	262-945-6285
Brian White		1160 88th Ave	262-552-754
Vanessa Moor		4425 30th ave apt #1	-
Ladino Calahan		2805 10th Street	-
FRANCE/ Micholson		4030 28th Ave	-

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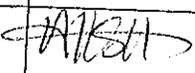
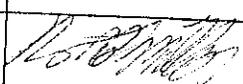
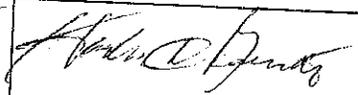
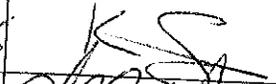
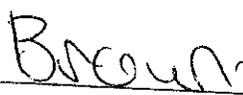
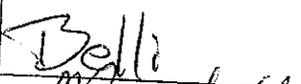
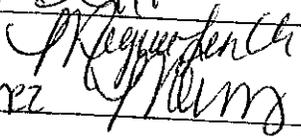
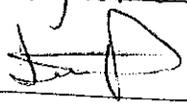
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Name	Signature	Address	Phone/Email
Anthony Smith		3803 28th AV	262-944-4281
Bob Miller		527 24th Ave	-
MARCUS RUTINA		9298 Creekside Cir	-
Harlan Bennett		3613-15th St 2A Kenosha WI 53144	262-220-1783
Kieria Sanders		4021 28th ave apt 3	262-427-6252
Akilus Harmon		1631 Wilmet Ave Two Lakes, WI	262-716-7872
TWYLA		4114 28AVE	773-459-5547
Anthony Belli		2312 Washington Rd Kenosha WI 53140	414 213 1907
Miguelinda Martinez		4215 32nd Ave	262 1654-6184 mmintown@yahoo
	Juan Pablo	3607 14 AVE.	262 2874186

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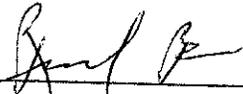
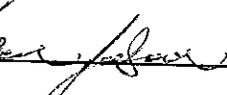
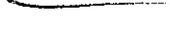
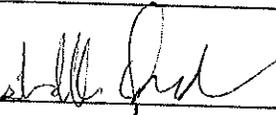
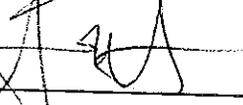
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Name	Signature	Address	Phone/Email
RICHARD BROWN		4706 38 TH AVE	344-8229
JOHN FRANKLIN		4019 29 TH AVE	657-1328
Jordan Hanson		6217 25 TH AVE	(262) 321-4070
Nathan Clark		—	—
Madeline		—	—
MARISA SWANSON		—	—
Jada Patel		4114 28 TH AVE	748-0004
Cherry Lee		262-672-8189	cliche@gmail.com
Melly		262-344-2993	4100 29 TH ST AVE -
Robert		217-519-7398	29 ST 3107

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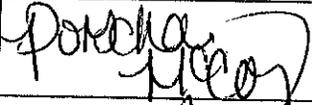
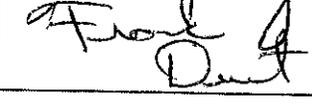
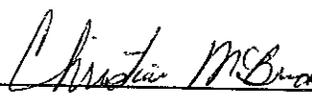
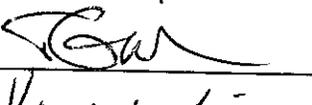
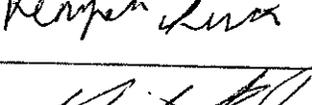
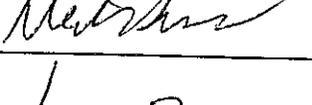
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Name	Signature	Address	Phone/Email
Dorinda McCoy		2805 40th Street	608-312-2744 mccoy019@uwp.edu
Frank Duet		5307 26th Street	Avenueauto@yahoo.com
Christine McBride		4018 28th Ave	653-1782
Anna Jackson		4711 32nd	748-8650
Jesus Guzman		3810 30th ave	262-577-5757
T. Marshall		3610 22 AVE	-
Kenyada Smith		4020 30th AVE	262-577-4121
Megrit Smith		3607 - 47st	262-308-1682
Nelson Rodriguez		262-744-3478	← 3919 28th Ave.
Joe Rosario		#0 4103 31th ave	262-997-7832

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Name	Signature	Address	Phone/Email
Marty JELKS	<i>Marty JELKS</i>	3920-31 st Ave	262-577-4031
Clarissa Sanders	<i>Clarissa Sanders</i>	4021 28th Ave #3 Kenosha WI 53140	(262) 455-5831
Kierra SANDERS	<i>Kierra Sanders</i>	4021 28th Ave #3 Kenosha WI, 53140	(262) 764-0394
JEFF VELICH	<i>Jeff Velich</i>	4421-32nd AVE. KENOSHA	(262) 496-0144
FRED HOUSE	<i>Fred House</i>	1002 38th ST. KENOSHA	(262) 733-7545
Alfred Washington	<i>Alfred Washington</i>	4018 28th AVE	773-575-7152
FRANKIE MITCHELL	<i>Frankie Mitchell</i>	4016 30th AVE	262 779 597
Tyrone Smith	<i>Tyrone Smith</i>	4114 28th Ave KENOSHA	773-603-5148
MARIA	<i>Maria</i>	4107 28 AV Kenosha	262-705-3205
Tim Feemster	<i>Tim Feemster</i>	4107 28 Av Kenosha	262-553-5405

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Date:

Print Name: Jignesh Patel

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Name	Signature	Address	Phone/Email
Hector Madrid		6306 53 St	262 674-0159
CHRISTABELLE DENNIS		5707 13 th AVE	262-496-2925
Andreas Pua		2807 28 AVE - Kenosha	262-344-1323
Vandell Anderson		826 65 th Apt 1	262-358-7078
Crystal Chiu		Kokomo, IN	(765) 271-9849
Anthony Sanchez		4817 29 th Ave	(375) 201-5669
Demitrios Turner		6013 37 th Ave	262-344-0506
Louis Jones III		3514 50 th St	_____
Louis Jones IV		3514 50 th St	_____
		Washington Rd	344-6104

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature:

Date:

Print Name: Jignesh Patel

Petition for Liquor License

We the undersigned, being of legal drinking age, are in support of granting a Class A Liquor license to the BP gas station located at 3806 30th Avenue, Kenosha, WI 53144.

We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Lee A. [unclear]	[Signature]	4122-30 th Ave	-
Alex	[Signature]	18 th st	-
Antonio	[Signature]	4128 29 th st	-
Cynthia	[Signature]	4110 Sandave	-
Darrell Beaman	[Signature]	5039 17 ave	-
Miguel	[Signature]	3919 28 Ave	262-344-8671
Linda Randazzo	[Signature]	4303 29th Ave Keno 53140	(262) 496-4108
Nicole Talu	[Signature]	6521 30 th	262 989 2848
Scott A. Wieszchowski	[Signature]	1002 30th AV	262 492-2414
Tim Lavoy	[Signature]	-	(262) 914-6309

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: [Signature]

Date:

Print Name: Jignesh Patel

Petition for Liquor License

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Steve Stone		1002-30th St.	262-658-2009
Ira Gandy		3203 Washington Ave	262-997-8890
Stephanie Lasser		5018-29th Ave 1	262-925-5712
B. Fotts	B. FOTTS	2903 31st Ave	694-0320
Alissa Kohnke	Alissa Kohnke	4050 28th Ave	262-484-7788
James Doney	James Doney	3007 85th St	262-764-0955
Monica M.	Melli	3008 84 St	262-925-3612
Joseph H.		3307 3307 10th Ave	262-220-1716
Wasmir R.		1766 Birch Road	262-865-0591
Rachel M. Wuehle	Rachel Wuehle	1747 Birch Rd	262-564-9654

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature:

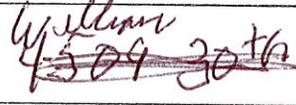
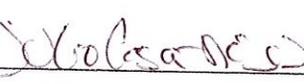
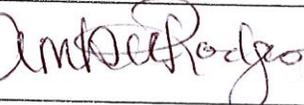
Date:

Print Name: Jignesh Patel

Petition for Liquor License

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
William	 4509 30th	4509 30th	(262) 308 6911
Chris		^{Strong Ave} 70 - 63 st. ^{APT}	709 848-2045
Rob		4018 28TH AVE #8	(224) 436 0594
Dustin		2560 18th St	262-237-0881
Jane		-	262 412 3853
Chris		2890 19st	225/424-0298
Cesar		1114-15st	224-245-0986
Police William Nameless		6729-18th	(262) 359-6296
Amber		-	262 997 8707
Katina Wilson		-	920-390-1188

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: JIGNESH PATEL

Petition for Liquor License

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
HENRY LOPEZ	<i>Henry Lopez</i>	16714 15th AVE	262 818-0074
MARIZABETH MELENDZ	<i>Melendez Marizabeta</i>	1324 44th ST	262 818-2302
LORENZO	<i>wifa</i>	4000 - 45 ST	1262-287-5988
Nico Melonny	<i>Nico Melonny</i>	4047. 29th AVE	262 914-0303
M.C. Riva	<i>M.C. Riva</i>	2801-92th ST	(262) 945-1452
Shirley Riva	<i>Shirley Riva</i>	4401 29th AVE	262- 1053-3820
Curtis Colman	<i>Curtis Colman</i>	4036-28-AVE	262) 344-3986
David Madson	<i>David Madson</i>	3412-45 ST	262 945-0323
Michael	<i>Michael</i>	6108 37th ave	262- 764-9501
Cheryl	<i>Cheryl</i>	4024- 28th AVE	764-9501

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *J. Patel*

Date:

Print Name: JIGNESH PATEL

Petition for Liquor License

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Name	Signature	Address	Phone/Email
Erik		4411 21 st Ave	—
Steven Hulteen		3512 14 th Ave	224-440-1657
Hector Carrasco		4813 30 Ave	414 426-1342
Richard Thompson		4051-29 th Ave Apt. 1	262-769-1885
Roberto Arguim		4150 32 st Ave	262 237-9746
Hector Hornok		4107 53 rd St	(262) 481-3803
Ramon Lopez		1511-64 th	(262) 818-1070
JAMES ROTUNDA		4707 OHIO ST. RACINE, WI.	(262) 637-2539
Tyreshia Turney		4722 36 th Ave	262 4847530
Christine McBride		4108 25 th Ave #2	262 653 1782

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature:

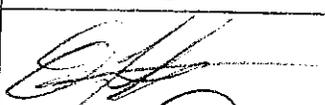
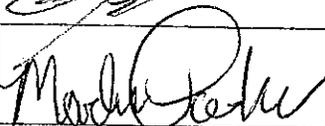
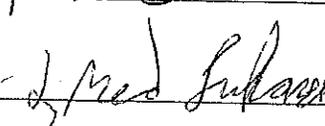
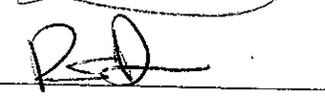
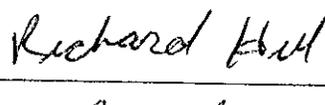
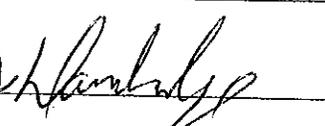
Date:

Print Name: JIGNESH PATEL

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We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Phil Schurpf		4613 30th Ave Kenosha WI 53144	262-455-5209
GARY BRIESE		4211 31st Ave KENOSHA	262-564-0195
DAVID LEITING		4612 FIRST AVE KENOSHA WI 53140	262-88-1169
Mark Reder		Town Mevieing	678-735-0866
Fred Wraschel		8061 110 AV	
Joe Krasny		4804-41st Kenosha	(262) 456-6617 JKrasny@aol.com
Wayne Briese		2415-48th Kenosha	847-757-0986
Buddy Krieger		4051 28th AVE	(262) 721-8480
Richard Hill		1802 67 AVE	262 744-6570
SERRY PATEL		3925 30th AVE	451-398-7533

I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: 

Date:

Print Name: JIGNESH PATEL

Petition for Liquor License

We the undersigned, being of legal drinking age, are in support of granting a Class A Liquor license to the BP gas station located at 3806 30th Avenue, Kenosha, WI 53144.

We strongly feel this will benefit the community by providing a convenient one-stop source for gas, food, beer and liquor.

Name	Signature	Address	Phone/Email
Nate Ghelston	<i>Nathan T. Ghelston</i>	5525 22nd Ave	(262) 237-3689
Megan Lovelace	<i>Maggie</i>	4017 30th Avenue	(262) 925-0629
ROBERT STEINBO	<i>Robert Steinbo</i>	4007 28th Ave	658-2092
Willie Beard	<i>Willie Beard</i>	3317 24th St	5745 577-7
Edando Dallas	<i>Edando Dallas</i>	4006 31st	(262) 925-9267
Jackie Dallas	<i>Jackie Dallas</i>	4006 31st	(262) 925-9267
Mark	<i>Mark</i>	3903-28 AV	262 705 6461
Erin Long	<i>Erin Long</i>	3910-28 AV	262 577-4120
Jesse Owen	<i>Jesse Owen</i>	3301 60th	262 3449754

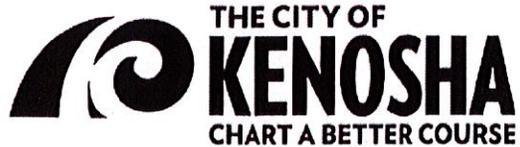
I, Jignesh R. Patel, do certify that the signatures on this petition were signed in my presence and are genuine and that, to the best of my knowledge and belief, their respective residence addresses are correctly set forth.

Signature: *Jignesh R. Patel*

Date:

Print Name: JIGNESH PATEL

6



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

FILED	8/25
INITIALS	DRD
ADVERSE/NO ADV	
LP	9/14
CC	9/21
LETTER	EM 8/31

Type: 211 Fee: \$ 50.00/app Date(s) of Event: 10/10/15 (Limit 3 days per year)

1. Licensee: Dishes to Die For Inc. District # 1
Note: must be same name as beer/liquor license

2. Trade Name: tg's Restaurant + Pub Address: 4120-7 Ave

3. Contact Person: Therese K Revis Phone: 658-8080 Email: tgbar@gmail.com
(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Handle Bars + Bars

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

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

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

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 member may sign.)

[Signature] 8/25/15
(Individual/Partner/Member) Date

(Partner/Member) Date

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

Dishes to Die For Inc.
Licensee Name

tg's Restaurant + Pub
Trade Name

4120-7 Ave Kenosha WI 53140
Trade Address

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

To be completed by The Department of Community Development & Inspection:

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

N/A because applicant is not requesting a waiver of any requirements of 10.075 D(1) or D (3)

To be completed by the applicant and verified by CDI:

Any applicant for a waiver listed above must file with their application a list of names and addresses of all owners whose property resides within 25 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer, "Class B" Liquor, and/or "Class C" Wine licensed premises. This list will be forwarded to the Building Inspector for verification and the City Clerk will notify said owners of the dates, times, and locations of the meetings where the matter of the application shall be discussed.

Not Applicable

[Signature] 8/25/15
(Partner/Member) Date (Partner/Member) Date

Received by Building Inspector Michael Callovi Date September 1, 2015

temporary outdoor extension "waiver b"

To be completed by The Community Development & Inspection Department:

1. Zoning Classification: B-2 if SFR, choose: Waiver 2 (restaurant), 3 (outdoor dining)

2. The outdoor area sought is ±45 ft from any single-family dwelling.

If less than 25ft from single family, choose:

Waiver 1 (institutional), 2 (restaurant), 3 (outdoor dining), or

N/A because the single family dwelling is zoned B-1, B-2, B-3, B-4, or

N/A because the dwelling within twenty-five (25') feet of the outdoor area boundary is occupied by the applicant and/or immediate family and no others (in accordance with 10.075 D.1.b.)

3. The outdoor area has a boundary:

within 750 ft of any residentially zoned property.

Live music/entertainment is allowed in outdoor area 10:00am to 10:00pm with a cabaret license. (Amplified music is allowed without a cabaret license subject to the same time restrictions.)

greater than 750 ft of any residentially zoned property.

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

Recommendation:

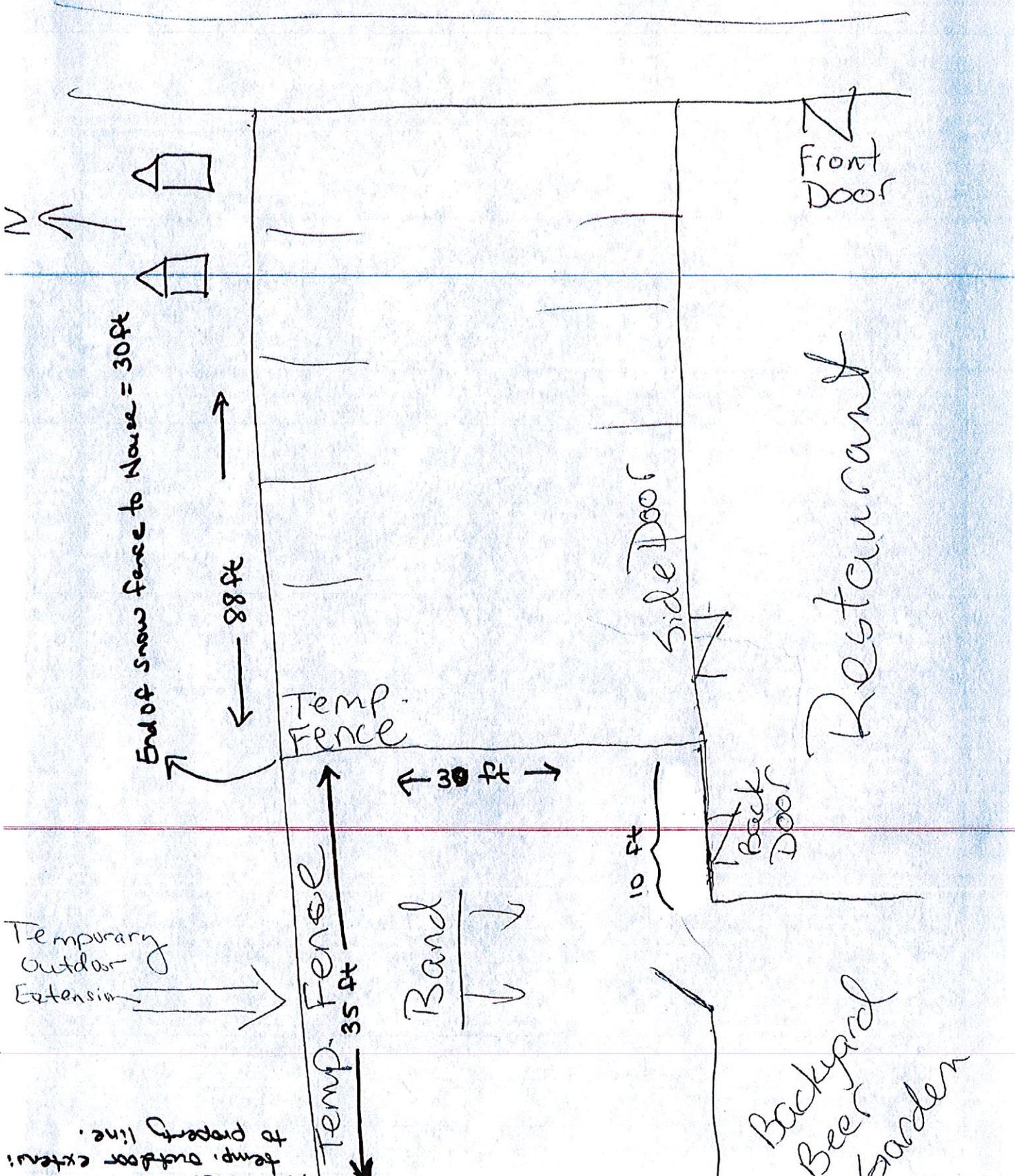
Approve

Deny

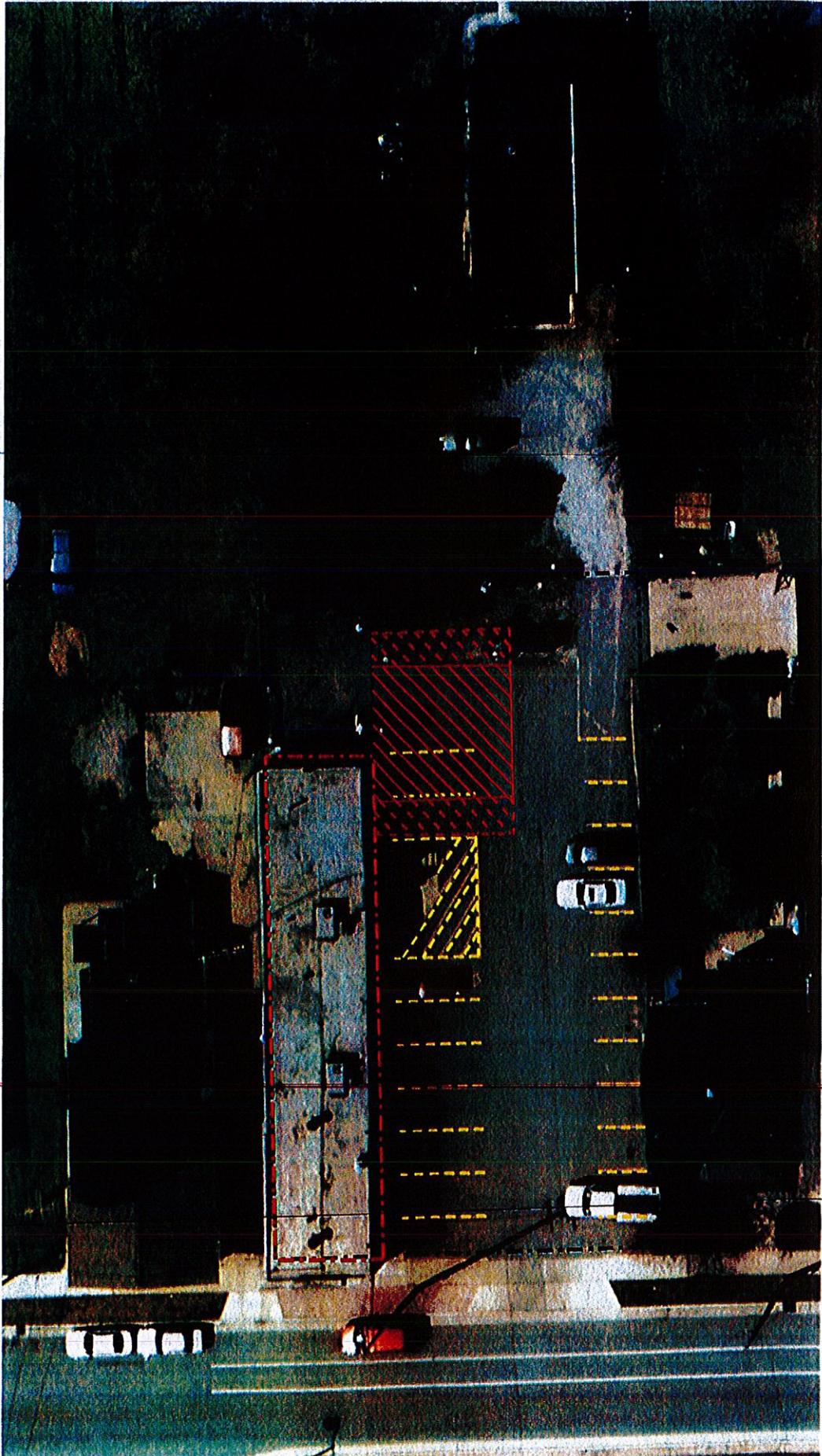
CDI Staff Member: _____

Date: September 1, 2015

7th Ave









INITIALS SAD
ADVERSE/NO ADV (circled)
LP 9/14
CC 9/21
LETTER EM 9/9
SPEEDY APP NO

7

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: Sept 26 Explanation of Event: Private Party

1. Licensee Name: Goodfellas Bar/Pizzeria & Bistro District # 2
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Maths Main Street Pub Trade Address: 5706 6th Ave

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

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

5. Address: 8612 Lehigh Dr. Phone: 224-588-7978 Email: Mr Berg 76@yahoo.com
Pleasant Prairie, WI (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**
no

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**
speeding / guilty 2012
incurred license fee gambly means / guilty 2013

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:
no

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

2002 speeds, 1 guilty

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

If yes, state: charge, year, result

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

Self employed for last 6 years

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

8612 Lakeside Drive
Pleasant Plain, WI

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: 3 Sept 2015

(Individual/Agent of Corporation)

8

F2015D	8/31
INITIALS	mm
ADV/NO ADVERSE	
LP	9/14
CC	9/21
CDI	

SECONDHAND ARTICLE DEALER'S LICENSE
 (Chapter 13.02, Code of General Ordinances)

Type: 164 Fee: \$100.00/year

Expires: December 31, 2015

The Licensee (applicant) is an individual a partnership a corporation

Licensee Name: New Leaf Resale, LLC District # H

Trade Name: New Leaf Resale Address: 7532 Pershing Blvd.

Phone Number: 262-744-6725 Email: paulettebatei@yahoo.com

If Individual: list name, home address, phone number, date of birth: _____

If Partnership or Corporation: list name, home address, phone number, & date of birth of all partners/members:
Paulettebatei, 7324 25th Ave, Kenosha, WI
Barbara Piehl, 7540-36th Ave, Kenosha, WI

APPLICANT'S REPORT OF POLICE RECORD (ATTACHMENT)

Each applicant, including an individual, a partner or an officer, director or agent of any corporation must fill out and attach an "Applicant's Report of Police Record". (This form may be duplicated if more copies are needed) Attached? Yes No

BUSINESS INFORMATION

Business Name, Address, State, Zip Code and Business Number:
New Leaf Resale, 7540-36th Ave, Kenosha, WI 53142 262-744-6725

(EC Holdings, LLC) store 7532 Pershing Blvd, Kenosha, WI 53142
 Building Owner's Name, Home Address, State, Zip Code and Phone Number:
Anderson Commercial Group, 8575 W. Forest Home, #240, Greenfield

Pershing Plaza Shopping Center 414-425-2700 WI 53228
 Manager or Proprietor of Business, Home Address, State, Zip Code, Phone Number, Email:
Paulettebatei & Barbara Piehl, 7540-36th Ave, Kenosha, WI

GENERAL INFORMATION

Have you obtained from the City Clerk a current copy of S.13.02 of the Code of General Ordinances entitled "Secondhand Article and Jewelry Dealers"? Yes No

Do you understand that it is your responsibility to obtain a supply of "Property Transaction Record" forms? Yes No

(PLEASE NOTE THAT YOU ARE RESPONSIBLE FOR KNOWING AND ABIDING BY THE CONTENTS THEREOF AND YOUR LICENSE MAY BE SUSPENDED OR REVOKED AND/OR YOU MAY BE SUBJECT TO A CIVIL FORFEITURE FOR NON-COMPLIANCE THEREWITH.)

LICENSE REVOCATION

I/We, the undersigned, understand that this license may be denied or revoked by the Common Council for fraud, misrepresentation or false statement contained in the application or for any violation of §943.34 (receiving stolen property), 948.62 (receiving stolen property from a child) or 948.63 (receiving property from a child), Wisconsin Statutes.

The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Paula Mott
Individual/Partner

Bruce Self
Partner/Corporate Officer

Corporate Officer/Director

Corporate Officer/Director

Subscribed and sworn to before me this 31 day of August, 2015.

Michael L. Dean
Notary Public
My Commission Expires: 4-11-17

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.12 B OF THE CODE OF GENERAL ORDINANCES TO INCLUDE A FOUR WAY STOP AT THE INTERSECTION OF 3rd AVENUE AND 56th STREET. [DISTRICT 2]

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

Section One: Section 7.12 B of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following:

B. All vehicles shall stop before entering the intersections of:
3rd Avenue and 56th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

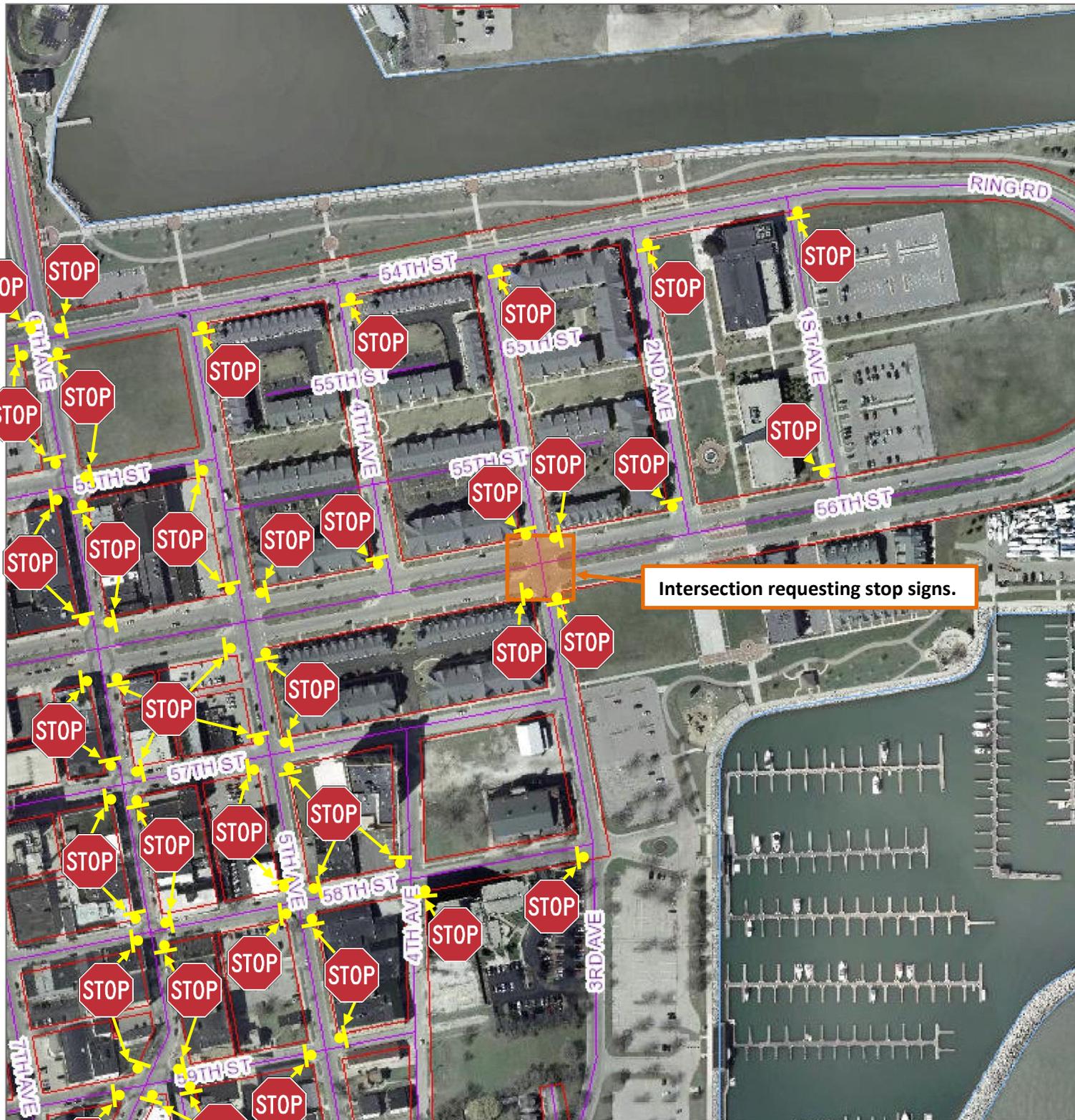


EXISTING TRAFFIC CONTROL

Near 3rd Avenue and 56th Street Intersection



1 inch = 300 feet
Date Printed: 9/8/2014



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

ORDINANCE NO. _____

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

**TO AMEND SECTION 7.12 C OF THE CODE OF
GENERAL ORDINANCES ENTITLED, "STOP
STREETS" BY ADDING A SOUTHBOUND STOP
SIGN AT THE INTERSECTION OF 64th AVENUE
AND 76th STREET. (District 14)**

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

Section One: Section 7.12 C of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended by adding the following hereto:

All vehicles traveling Southbound on 64th Avenue shall stop before entering the intersection with 76th Street.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

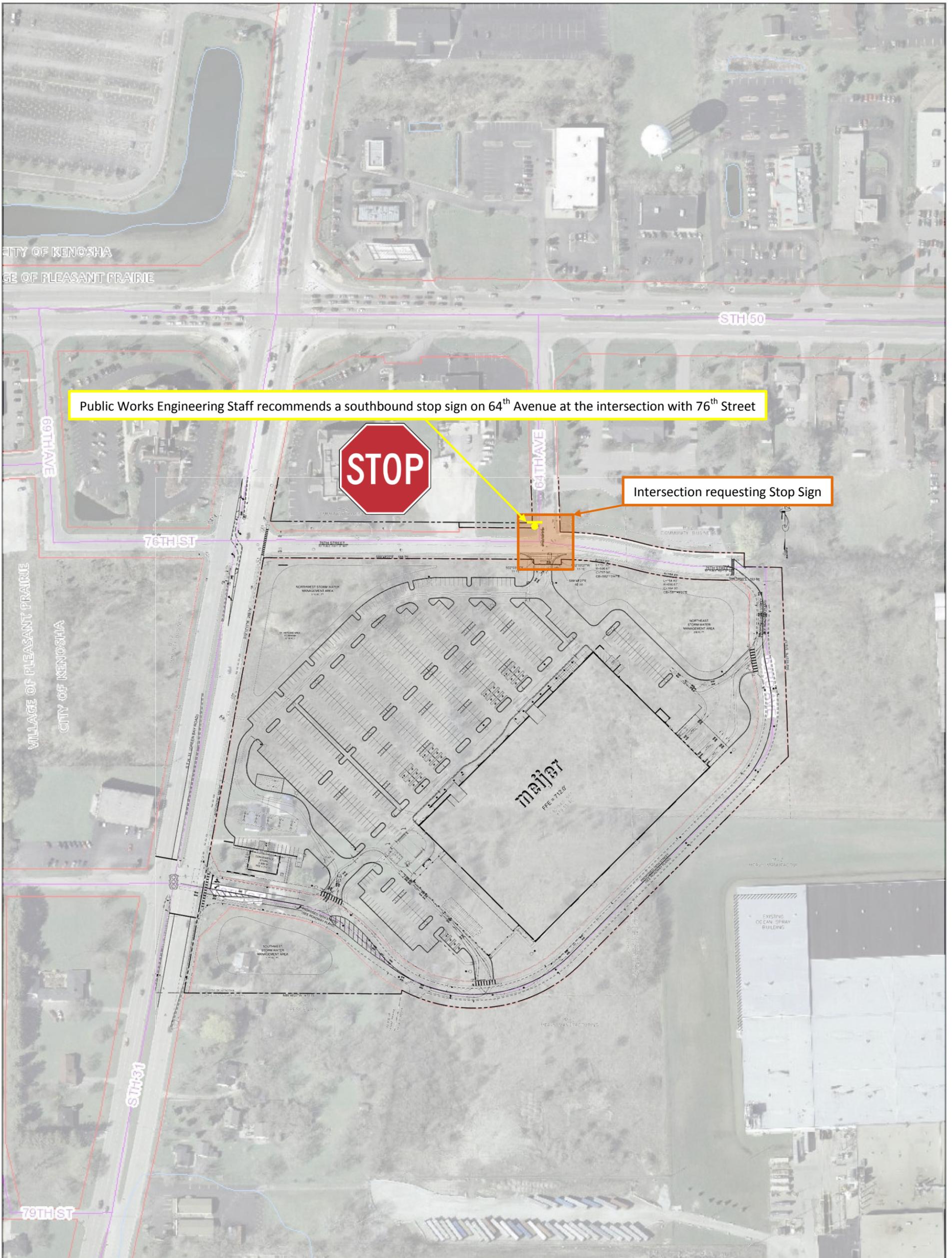


STOP SIGN REQUEST

At the intersection of 64th Avenue and 76th Street



1 inch = 200 feet
Date Printed: 4/29/2015



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies here in contained. If discrepancy is noted, please contact the City of Kenosha, Planning and Zoning Department, 200 N. Water Street, Kenosha, WI 53140. September 24, 2015 Pg. 84

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

RESOLUTION _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA

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

WHEREAS, the Republican National Committee Chair and Somers, Wisconsin resident, Reince Priebus, has confirmed there will be a Republican debate in the State of Wisconsin; 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 Republican Party and of the Democratic 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, 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 Republican 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 Republican 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 Republican National Committee and the Republican 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 NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for boarding and securing during 2015, in the total amount of **\$1,270.26**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

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

100.00

Charge

80.00

Total

180.00

Parcel #:02-122-02-379-003**4719 HARRISON RD****Owner of Record**JOHN R & RENEE L RUCHTI
4719 HARRISON RD
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

98.00

Total

198.00

Parcel #:05-123-06-228-020**2022 61ST ST****Owner of Record**WELLS FARGO BANK
DENVER HOME OWNERSHIP CENTER
1670 BROADWAY 23RD FLR
DENVER, CO 80202**Admin. Fee**

100.00

Charge

129.90

Total

229.90

Parcel #:08-222-35-151-027**4404 52ND ST****Owner of Record**IQ14-ELIZABETHTON KENOSHA LLC
5221 N O'CONNOR BLVD
SUITE 600
IRVING, TX 75039**Admin. Fee**

100.00

Charge

156.00

Total

256.00

Parcel #:09-222-36-308-019**5538 31ST AVE****Owner of Record**DONALD L & DIANE J ACKER
5538 31ST AVE
KENOSHA, WI 53144-2804**Admin. Fee**

100.00

Charge

146.36

Total

246.36

Parcel #:12-223-31-357-004**1925 57TH ST****Owner of Record**RAYMOND K ROBERTS
5925 6TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

60.00

Total

160.00

RESOLUTION TOTAL

1,270.26

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for weed/grass cutting during 2015, in the total amount of **\$27,881.83**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-152-002**2721 63RD ST****Owner of Record**CECILIA GAINES
2015 44TH PL UPPER
KENOSHA, WI 53140-2774Admin. Fee
100.00Charge
47.65Total
147.65

Parcel #:01-122-01-161-019**6415 28TH AVE****Owner of Record**PYRAMAX GROUP INC
9821 28TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
242.20Total
342.20

Parcel #:01-122-01-186-007**6629 24TH AVE****Owner of Record**US BANK
TRUSTEE NEWLANDS ASSET HOLDING
5032 PARKWAY PLAZA STE 200
CHARLOTTE, NC 28217Admin. Fee
100.00Charge
279.30Total
379.30

Parcel #:01-122-01-187-008**6626 22ND AVE****Owner of Record**DAVID L HAARSTICK
6626 22ND AVE
KENOSHA, WI 53143-1220Admin. Fee
100.00Charge
123.45Total
223.45

Parcel #:01-122-01-201-004**3017 60TH ST****Owner of Record**US BANK
4801 FREDERICA ST
OWENSBORO, KY 42301Admin. Fee
100.00Charge
152.20Total
252.20

Parcel #:01-122-01-206-020**6212 32ND AVE****Owner of Record**RICHARD A & MANDI S EMERICK
6212 32ND AVE
KENOSHA, WI 53142-3311Admin. Fee
100.00Charge
86.18Total
186.18

Parcel #:01-122-01-301-016**3020 ROOSEVELT RD****Owner of Record**XAPIS LLC
8478 E RIDGE DR
PLEASANT PRAIRIE, WI 53158

Admin. Fee

100.00

Charge

28.50

Total

128.50

Parcel #:01-122-01-408-017**6800 23RD AVE****Owner of Record**J&N ASSETS LLC
23373 98TH ST
SALEM, WI 53168

Admin. Fee

100.00

Charge

133.15

Total

233.15

Parcel #:02-122-02-180-007**4304 65TH ST****Owner of Record**JOSEPH N & LINDA M COVELLI
4304 65TH ST
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

14.20

Total

114.20

Parcel #:02-122-02-228-012**6118 54TH AVE****Owner of Record**LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144

Admin. Fee

100.00

Charge

425.45

Total

525.45

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

Admin. Fee

100.00

Charge

55.85

Total

155.85

Parcel #:03-121-03-407-102**6821 156TH AVE****Owner of Record**M & I REGIONAL PROPERTIES LLC
770 NORTH WATER STREET
MILWAUKEE, WI 53202

Admin. Fee

100.00

Charge

1,382.20

Total

1,482.20

Parcel #:04-122-12-107-004**7609 25TH AVE****Owner of Record**GILBERT & YVONNE MORALES
7609 25TH AVE
KENOSHA, WI 53143-1444

Admin. Fee

100.00

Charge

127.28

Total

227.28

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

Admin. Fee

100.00

Charge

150.00

Total

250.00

Parcel #:04-122-12-157-012**2820 80TH ST****Owner of Record**RONALD J KANGAS
C/O THRIVENT - SHERYL MILLS
4321 N BALLARD RD
APPLETON, WI 54919

Admin. Fee

100.00

Charge

136.75

Total

236.75

Parcel #:04-122-12-277-018**7822 31ST AVE****Owner of Record**MARK A & CAROL A ERSKINE
615 COAST ST
RICHLAND, WA 99354-1849

Admin. Fee

100.00

Charge

9.08

Total

109.08

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

Admin. Fee

100.00

Charge

15.80

Total

115.80

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

Admin. Fee

100.00

Charge

9.88

Total

109.88

Parcel #:05-123-06-129-005**1214 61ST ST****Owner of Record**DEBRA L JACKSON
3100 WASHINGTON RD
KENOSHA, WI 53144Admin. Fee
100.00Charge
290.45Total
390.45

Parcel #:05-123-06-152-003**6409 11ST AVE****Owner of Record**MARVAD HOLDINGS LLC
6409 11TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
79.78Total
179.78

Parcel #:05-123-06-178-011**6510 8TH AVE****Owner of Record**MAIN STREAM FUNDING LLC
C/O JUANA LAGASSE
PO BOX 740822
BOYNTON BEACH, FL 33474-0822Admin. Fee
100.00Charge
128.45Total
228.45

Parcel #:05-123-06-203-011**1502 61ST ST****Owner of Record**STEPHEN R LAGASSE
6650 ARNO WAY
BOYNTON BEACH, FL 33472-7320Admin. Fee
100.00Charge
130.35Total
230.35

Parcel #:05-123-06-204-024**6018 16TH AVE****Owner of Record**SHARON A O'KEEFE
SANDRA MERCIER
8330 NW 18TH ST
PEMBROKE PINES, FL 33024Admin. Fee
100.00Charge
260.33Total
360.33

Parcel #:05-123-06-206-002**1413 61ST ST****Owner of Record**SHELBY J RIELLY
1413 61ST ST
KENOSHA, WI 53143-4439Admin. Fee
100.00Charge
79.65Total
179.65

Parcel #:05-123-06-229-004**2019 61ST ST****Owner of Record**RONNIE D TIMMS
N70W12826 APPLETON AVE
MENOMONEE FALLS, WI 53051-5216Admin. Fee
100.00Charge
220.00Total
320.00

Parcel #:05-123-06-229-005**2023 61ST ST****Owner of Record**GUADALUPE PEREZ
2023 61ST ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
150.20Total
250.20

Parcel #:05-123-06-229-020**2014 62ND ST****Owner of Record**JEFFERY GIVENS
1725 COURTYARD HTS #3
COLORADO SPRINGS, CO 80906Admin. Fee
100.00Charge
518.08Total
618.08

Parcel #:05-123-06-259-013**6623 20TH AVE****Owner of Record**GLENN & LINDA LUTTER
515 E SUNNYSIDE AVE
LIBERTYVILLE, IL 60048Admin. Fee
100.00Charge
153.28Total
253.28

Parcel #:05-123-06-260-036**6516 18TH AVE****Owner of Record**FRANK F & SANDRA J LUDOWISE
6516 18TH AVE
KENOSHA, WI 53143-4954Admin. Fee
100.00Charge
146.98Total
246.98

Parcel #:05-123-06-278-014**6635 18TH AVE****Owner of Record**PAUL D SKANDEL
5407 8TH AVE
KENOSHA, WI 53140-3715Admin. Fee
100.00Charge
127.70Total
227.70

Parcel #:05-123-06-281-026**6638 14TH AVE****Owner of Record**JOHN SAVAGLIO
3707 85TH ST UNIT D
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

82.50

Total

182.50

Parcel #:05-123-06-304-029**1614 68TH ST****Owner of Record**JUDITH A THATCHER
1614 68TH ST
KENOSHA, WI 53143-4939

Admin. Fee

100.00

Charge

140.38

Total

240.38

Parcel #:05-123-06-309-025**6906 16TH AVE****Owner of Record**ANTHONY S PAWLICKI
6906 16TH AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

48.64

Total

148.64

Parcel #:05-123-06-313-006**6815 14TH AVE****Owner of Record**MAIN STREAM PROPERTIES LLC
C/O RALPH NUDI
5606 6TH AVE
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

527.93

Total

627.93

Parcel #:05-123-06-314-010**1310 68TH ST****Owner of Record**PAMELA A SNOWTALA
6801 27TH AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

90.88

Total

190.88

Parcel #:05-123-06-327-031**6704 21ST AVE****Owner of Record**ESMERALDA Y TORRES
5120 21ST AVE
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

407.12

Total

507.12

Parcel #:05-123-06-429-002**1218 69TH ST****Owner of Record**JOSE R BURGOS
1218 69TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
102.98Total
202.98

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097Admin. Fee
100.00Charge
112.63Total
212.63

Parcel #:06-123-07-354-015**1808 85TH ST****Owner of Record**ROBERT W KOCH JR
1808 85TH ST
KENOSHA, WI 53143-6426Admin. Fee
100.00Charge
102.83Total
202.83

Parcel #:07-222-13-405-060**1541 25TH AVE****Owner of Record**MELINDA G MODESITT
2814 14TH LN
KENOSHA, WI 53140Admin. Fee
100.00Charge
324.00Total
424.00

Parcel #:07-222-23-102-103**20TH PL****Owner of Record**NORTH SHORE BANK FSB
15700 WEST BLUEMOUND RD
BROOKFIELD, WI 53005Admin. Fee
100.00Charge
918.00Total
1,018.00

Parcel #:07-222-23-409-010**4313 25TH ST****Owner of Record**VINCENT & CAROL YEUGELOWITZ
4313 25TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
233.88Total
333.88

Parcel #:07-222-24-305-003**3620 25TH ST****Owner of Record**CORNERSTONE CONSTRUCTION CO
2909 24TH ST
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

24.40

Total

124.40

Parcel #:07-222-25-360-114**33RD AVE****Owner of Record**BROOKSTONE HOMES INC
C/O BRUCE R BRINEY
PO BOX 8100
JANESVILLE, WI 53547

Admin. Fee

100.00

Charge

290.00

Total

390.00

Parcel #:07-222-25-428-016**4053 30TH AVE****Owner of Record**REBECA ECHEVERRIA
4053 30TH AVE
KENOSHA, WI 53144

Admin. Fee

100.00

Charge

105.98

Total

205.98

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

Admin. Fee

100.00

Charge

158.75

Total

258.75

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

Admin. Fee

100.00

Charge

116.00

Total

216.00

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

Admin. Fee

100.00

Charge

286.75

Total

386.75

Parcel #:08-222-35-351-015**5210 58TH ST****Owner of Record**LEO F & THYRA SATTLER
8633 32ND AVE
KENOSHA, WI 53142-5187Admin. Fee
100.00Charge
217.13Total
317.13

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

Parcel #:09-222-36-106-012**4704 24TH AVE****Owner of Record**UNIVERSAL MORTGAGE CORPORATION
C/O US BANK HONME MORTGAGE
16900 W CAPITAL DR
BROOKFIELD, WI 53005Admin. Fee
100.00Charge
109.08Total
209.08

Parcel #:09-222-36-134-003**50TH ST****Owner of Record**COUNTY OF KENOSHA
ATTN COUNTY CLERK
1010 56TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
3,329.36Total
3,429.36

Parcel #:09-222-36-228-001**4605 38TH AVE****Owner of Record**BRIAN LAREAU
4605 38TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
135.50Total
235.50

Parcel #:09-222-36-329-013**3705 52ND ST****Owner of Record**RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092Admin. Fee
100.00Charge
125.13Total
225.13

Parcel #:09-222-36-337-008**5533 35TH AVE****Owner of Record**HECTOR & MICHELLE M MARTINEZ
5533 35TH AVE
KENOSHA, WI 53144-2837Admin. Fee
100.00Charge
93.28Total
193.28

Parcel #:09-222-36-405-005**2502 54TH ST****Owner of Record**GUILLERMO HERNANDEZ
JULIA RUIZ
2502 54TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
29.10Total
129.10

Parcel #:09-222-36-476-002**5503 23RD AVE****Owner of Record**FRED L & VICKI S SCHULTZ
918 WASHINGTON RD
KENOSHA, WI 53140-2849Admin. Fee
100.00Charge
88.40Total
188.40

Parcel #:09-222-36-476-003**5507 23RD AVE****Owner of Record**EDWIN R WILLIAMS
5507 23RD AVE
KENOSHA, WI 53140-3506Admin. Fee
100.00Charge
334.00Total
434.00

Parcel #:09-222-36-477-013**5526 23RD AVE****Owner of Record**TROY & HEIDI JENSEN
C/O JENSINI PROPERTIES
PO BOX 580556
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
226.00Total
326.00

Parcel #:09-222-36-483-007**5805 23RD AVE****Owner of Record**EDWIN R WILLIAMS
5805 23RD AVE
KENOSHA, WI 53140-3809Admin. Fee
100.00Charge
281.13Total
381.13

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

Admin. Fee	Charge	Total
100.00	418.80	518.80

Parcel #:10-223-19-201-024**1891 15TH AVE****Owner of Record**
GARY A WEBER
1276 VILLAGE CENTRE DR UNIT 5
KENOSHA, WI 53144-7258

Admin. Fee	Charge	Total
100.00	146.35	246.35

Parcel #:10-223-19-338-008**1822 25TH ST****Owner of Record**
SUSAN KELSALL
1822 25TH ST
KENOSHA, WI 53140-4915

Admin. Fee	Charge	Total
100.00	115.58	215.58

Parcel #:11-223-30-256-010**3618 21ST AVE****Owner of Record**
SIERRA HARPER
3618 21ST AVE
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	101.45	201.45

Parcel #:11-223-30-327-002**1919 38TH ST****Owner of Record**
MIDWEST COMMERCIAL FUNDING LLC
1521 WAUKESHA RD
CALEDONIA, WI 53108

Admin. Fee	Charge	Total
100.00	78.68	178.68

Parcel #:11-223-30-436-020**4054 7TH AVE****Owner of Record**
JOPPA LODGE NO 9 F & A M
4054 7TH AVE
KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	6.88	106.88

Parcel #:11-223-30-453-007**927 WASHINGTON RD****Owner of Record**
SOUTHPORT BANK
7027 GREEN BAY RD
KENOSHA, WI 53142Admin. Fee
100.00Charge
80.53Total
180.53

Parcel #:11-223-30-453-007**927 WASHINGTON RD****Owner of Record**
SOUTHPORT BANK
7027 GREEN BAY RD
KENOSHA, WI 53142Admin. Fee
100.00Charge
80.53Total
180.53

Parcel #:11-223-30-457-029**921 44TH ST****Owner of Record**
VALERIE ZEYEN
921 44TH ST
KENOSHA, WI 53140-5714Admin. Fee
100.00Charge
286.28Total
386.28

Parcel #:11-223-30-476-011**434 43RD ST****Owner of Record**
LARRY & KATHLEEN MATHEWS
434 43RD ST
KENOSHA, WI 53140-2940Admin. Fee
100.00Charge
64.80Total
164.80

Parcel #:12-223-31-130-004**4622 10TH AVE****Owner of Record**
PATRICIA TURNER
4622 10TH AVE
KENOSHA, WI 53140-3308Admin. Fee
100.00Charge
162.98Total
262.98

Parcel #:12-223-31-131-013**912 47TH ST****Owner of Record**
ERIC HUMPHREY
PO BOX 592
SHELBY, MS 38774-0592Admin. Fee
100.00Charge
79.58Total
179.58

Parcel #:12-223-31-132-003**915 47TH ST****Owner of Record**JOY RODEFER
33800 DREAM ST
BURLINGTON, WI 53105Admin. Fee
100.00Charge
268.29Total
368.29

Parcel #:12-223-31-135-013**4814 SHERIDAN RD****Owner of Record**RICHARD C OLSON
900 WATER ST
RACINE, WI 53403Admin. Fee
100.00Charge
18.00Total
118.00

Parcel #:12-223-31-141-013**4605 8TH AVE****Owner of Record**MARK F & TANYA M CLEMENTS
4605 8TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
59.00Total
159.00

Parcel #:12-223-31-203-023**4610 17TH AVE****Owner of Record**SECRETARY OF HUD
DENVER HOME OWNERSHIP CENTER
1670 BROADWAY 23RD FLR
DENVER, CO 80202Admin. Fee
100.00Charge
244.00Total
344.00

Parcel #:12-223-31-205-038**4904 16TH AVE****Owner of Record**JOHN SAVAGLIO
8986 33RD AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
388.54Total
488.54

Parcel #:12-223-31-205-057**4513 17TH AVE****Owner of Record**TODD D YUNKER
4513 17TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
293.48Total
393.48

Parcel #:12-223-31-206-007**4813 16TH AVE****Owner of Record**EDWARD E PERSON
STACY L ORR
8044 S 43RD ST
FRANKLIN, WI 53132Admin. Fee
100.00Charge
61.28Total
161.28

Parcel #:12-223-31-207-024**4822 13RD CT****Owner of Record**LOUIS J SALITURO
4609 17TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
95.75Total
195.75

Parcel #:12-223-31-227-011**2018 45TH ST****Owner of Record**MICHAEL A & BRENDA J CORRADINI
3207 VALLEY GROVE LN
KNOXVILLE, TN 37931-4119Admin. Fee
100.00Charge
131.25Total
231.25

Parcel #:12-223-31-229-018**4715 22ND AVE****Owner of Record**JEFF M & JILL M GIRARD
8429 204TH CT
BRISTOL, WI 53104Admin. Fee
100.00Charge
14.60Total
114.60

Parcel #:12-223-31-251-002**1807 50TH ST****Owner of Record**CITY TRANSFORMATION LIMITED
1442 N FARWELL AVE STE 300
MILWAUKEE, WI 53202Admin. Fee
100.00Charge
156.00Total
256.00

Parcel #:12-223-31-255-010**2114 52ND ST****Owner of Record**KOSTANDO GOCHIS
3322 16TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
150.00Total
250.00

Parcel #:12-223-31-334-001**5506 19TH AVE****Owner of Record**GLOBUS HOLDING CORPORATION
8170 214TH AVE
BRISTOL, WI 53104Admin. Fee
100.00Charge
27.50Total
127.50

Parcel #:12-223-31-334-018**5507 22ND AVE****Owner of Record**ATLAS GYM LLC
3415 80TH ST
KENOSHA, WI 53142-4974Admin. Fee
100.00Charge
97.50Total
197.50

Parcel #:12-223-31-354-008**2103 56TH ST****Owner of Record**CARMEN NAPOLI
7600 57TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
11.38Total
111.38

Parcel #:12-223-31-389-006**1342 57TH ST****Owner of Record**RAJKO SINDJELIC
7528 PERSHING BLVD STE B 117
KENOSHA, WI 53142Admin. Fee
100.00Charge
50.83Total
150.83

Parcel #:12-223-31-405-002**5525 8TH AVE****Owner of Record**BANK ONE WISCONSIN NATIONAL AS
C/O INDUSTRY CONSULTING GROUP
PO BOX 8265
WICHITA FALLS, TX 76307-8265Admin. Fee
100.00Charge
28.88Total
128.88

Parcel #:12-223-31-457-004**1015 58TH ST****Owner of Record**MAIN STREAM PROPERTIES LLC
C/O RALPH NUDI
5606 6TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
42.50Total
142.50

Parcel #:12-223-31-482-002

720 59TH PL

Owner of Record

VARIN/LIBRARY PARK II LLC
2008 SAINT JOHNS AVE
HIGHLAND PARK, IL 60035-2417

Admin. Fee
100.00

Charge
97.35

Total
197.35

RESOLUTION TOTAL

27,881.83

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2015, in the total amount of **\$4,816.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-107-021**6106 23RD AVE****Owner of Record**ANDREW & JULIE BAVETZ
505 W BASELINE RD APT 1076
TEMPE, AZ 85283-1180Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:01-122-01-227-012**6037 37TH AVE****Owner of Record**P L RUFFOLO LLC
2918 WASHINGTON RD
KENOSHA, WI 53140-5344Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:01-122-01-326-001**6703 35TH AVE****Owner of Record**WILLIS & DAMA FOSTER
11905 OLD GREEN BAY RD
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:01-122-01-354-004**7015 38TH AVE****Owner of Record**P L RUFFOLO LLC
2918 WASHINGTON RD
KENOSHA, WI 53140-5344Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:01-122-01-404-028**6720 25TH AVE****Owner of Record**P L RUFFOLO LLC
2918 WASHINGTON RD
KENOSHA, WI 53140-5344Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:01-122-01-405-005**6915 26TH AVE****Owner of Record**ANTHONY G GARZA
8604 2ND AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:04-122-12-237-009**7733 36TH AVE****Owner of Record**LORI K LIENAU
7733 36TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-132-003**7710 10TH AVE****Owner of Record**PETER J MCCARVILLE
1911 81ST ST
KENOSHA, WI 53143-1607Admin. Fee
100.00Charge
90.00Total
190.00

Parcel #:09-222-36-176-014**5030 22ND AVE****Owner of Record**FILIBERTO F COVELLI
5036 22ND AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-231-002**4811 37TH AVE****Owner of Record**ARYAN INVESTMENTS LLC
2616 22ND AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:09-222-36-407-001**5402 25TH AVE****Owner of Record**SAMUEL J & JANE L HOOD
3907 PHILLIP
ZION, IL 60099Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-407-001**5402 25TH AVE****Owner of Record**SAMUEL J & JANE L HOOD
3907 PHILLIP
ZION, IL 60099**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:09-222-36-409-009**5425 24TH AVE****Owner of Record**R & N INVESTMENTS & HOLDINGS
6103 23RD AVE LOWER
KENOSHA, WI 53143**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:10-223-18-327-110**2019 SOMERS****Owner of Record**JOHN ANGOTTI
PO BOX 425
SOMERS, WI 53171**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:10-223-19-278-029**2014 17TH AVE****Owner of Record**SHIRLEY E MESSING
2014 17TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

360.00

Total

460.00

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

100.00

Charge

72.00

Total

172.00

Parcel #:12-223-31-207-006**4823 14TH AVE****Owner of Record**LOUIS J SALITURO
4609 17TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

72.00

Total

172.00

Parcel #:12-223-31-389-006

1342 57TH ST

Owner of Record

RAJKO SINDJELIC
7528 PERSHING BLVD STE B 117
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

72.00

Total

172.00

RESOLUTION TOTAL

4,816.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal

BE IT RESOLVED, that special charges for trash and debris removal during 2015, in the total amount of \$1,140.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development & Inspections

/saz

Parcel #:04-122-12-277-018**7822 31ST AVE****Owner of Record**MARK A & CAROL A ERSKINE
615 COAST ST
RICHLAND, WA 99354-1849Admin. Fee
100.00Charge
140.00Total
240.00

Parcel #:05-123-06-204-012**6039 18TH AVE****Owner of Record**JEFFERY GIVENS
6039 18TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
350.00Total
450.00

Parcel #:09-222-36-129-007**4713 30TH AVE****Owner of Record**DEUTSCHE BANK NATIONAL TRUST
1661 WORTHINGTON RD, STE 100
WEST PALM BEACH, FL 33409Admin. Fee
100.00Charge
350.00Total
450.00**RESOLUTION TOTAL****1,140.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Building & Zoning Reinspection Fees

BE IT RESOLVED, that special charges for reinspection fees during 2014-2015, in the total amount of \$2,300.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2015

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:03-122-03-151-003**6515 GREEN BAY RD****Owner of Record**SHOUT LLC
6521 GREEN BAY RD

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE PERMIT #161756
03/16/15

Parcel #:03-122-03-151-003**6515 GREEN BAY RD****Owner of Record**SHOUT LLC
6521 GREEN BAY RD

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE PERMIT #161791
03/23/15

Parcel #:03-122-03-151-003**6515 GREEN BAY RD****Owner of Record**SHOUT LLC
6521 GREEN BAY RD

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE PERMIT #161951
04/08/15

Parcel #:03-122-06-102-026**10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE - PERMIT #162066
04/16/15

Parcel #:03-122-06-102-026**10834 61ST ST****Owner of Record**JON & JEANNE CASADONT
6053 109TH AVE

KENOSHA, WI 53142

Admin. Fee

100.00

Charge

360.00

Total

460.00

REINSPECTION FEE - PERMIT #162360
05/08/15**RESOLUTION TOTAL****2,300.00**

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

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

SUBJECT: **Resolution to Rescind a Special Charge in the Amount of \$106.20 for
Grass and Weed Cutting at 406 71st Street**

DATE: September 16, 2015

The owner of the subject property, George Nicholson, is requesting the rescindment of a Special Charge in the amount of \$106.20. In the appeal, Mr. Nicholson states that the house was rented to a tenant who was supposed to take care of the exterior per the lease agreement. She was evicted and the property is now maintained in excellent condition per the landlord.

The following sequence of events is pertinent to this issue:

July 8, 2105 Order to Cut Grass and/or Remove Weeds was posted on the property and a copy was mailed to the owner of record at 8423 104th Avenue, Pleasant Prairie, Wisconsin

July 14, 2015 A reinspection found the work was not done and a request was sent to the City Contractor to cut.

July 15, 2015 City Contractor cut the grass/weeds at a cost of \$6.20.

August 17, 2015 Special Charge of \$106.20 (Cost plus a \$100.00 administrative fee) was approved by the Finance Committee and Common Council

Recommendation:

Staff recommends denial of the petitioner's request. The Order to Cut Grass and/or Destroy Weeds and the subsequent cutting of the parcel was done following the Department of Community Development and Inspections Procedures. Although it is specified in the lease that the tenant maintain the property, the Landlord is ultimately responsible for ensuring that it is done.

MES:saz
Attachments

SPECIAL ASSESSMENT/CHARGE
REQUEST FOR REVIEW
CITY CLERK TREASURER
625 52nd STREET, ROOM 105
KENOSHA, WI 53140
262-653-4020 cityclerk@kenosha.org



Date 09/05/2015
Your Name George Nicholson
Your Phone Number 703-282-7460 Email universitytravel@gmail.com
Your Address 8423 104 Ave. Pleasant Prairie, WI 53158
(Address/City/State/Zip)
City of Kenosha Property Address 406 71st. Kenosha, WI 53143
City of Kenosha Property Parcel Number 05-123-06-408-014

Type of Special Assessment/Charge

Board-up fee
Reinspection fee
Penalty fee
Sidewalk
Snow removal
Trash & Debris removal
Other <u>Weed cutting</u>

Amount 106.20

How were you made aware of the special assessment/charge? No

Have you contacted any City department? If so, when (date) and who did you speak with?

No, as we were not aware of this assessment.

Provide an explanation as to why the special assessment/charge should be reviewed and specify the adjustment amount you are requesting:

The house was rented to Jessica Hansen who was supposed to take care of the exterior and lot as stated in the lease agreement. We heard from neighbors that she did not mow the lawn and had a court judgment against her. She is evicted, lawn and premises are in excellent condition.

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

GEORGE & RITA NICHOLSON
8423 104TH AVE
PLEASANT PRAIRIE, W 53158

BILLING DATE: 09/01/15

PARCEL NO. 05-123-06-408-014

FOR

RESOLUTION: 103-15
WEED CUTTING

PROPERTY

00406 071 ST

DUE BY

SEPTEMBER 30, 2015
WITHOUT INTEREST

LOT 104 ALLENDALE SUB BEING PT
OF SE 1/4 SEC 6 T 1 R 23
V 1404 P 79
DOC#1065628
DOC#1244651
DOC#1429679
DOC#1443408
DOC#1459459

AMOUNT DUE* 106.20

*AMOUNT DUE IF PAID BY DATE ABOVE

TAX BILL YEAR	AMOUNT	
2015	108.86	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	108.86	

7.5%.

Interest Included if not paid by November 30th of this year.

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

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

If you have questions regarding this bill, please contact the Department of Community Development & Inspections at 262-653-4263.

Name:

George & Rita Palmer

Case #:

W150813

Address:

North of North Street
3413 16th Ave
Kenosha, WI 53140

CITY OF KENOSHA

Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone 262.653.4263

NOTICE TO CUT GRASS AND/OR DESTROY WEEDS

Property located at: 406 71st St. Kenosha, Wisconsin.

On the 8 day of July, 2015, a representative of the Department of Community Development and Inspections inspected the premises owned/occupied by you at the above-noted address.

The inspection indicated the subject property is in violation of the following Section(s) of the Code of General Ordinances:

Section 16.17 F. Noxious weeds, including but not limited to, Chistone, exceeding a height of eight inches (8")*

Section 16.17 G. Grassy areas exceeding a height of eight inches (8")*

IN YARD IN ALLEY

PLEASE TAKE NOTICE that you are hereby ordered to cut this grass and/or destroy these weeds and properly dispose of by 7/14/15 to bring the property into conformity with City ordinances. You are further ordered to maintain property compliance. No further notices will be sent for future violations.

Should you fail to do so, the City will cut or destroy, or arrange for the cutting of the grass or the destruction of said weeds at a minimum charge of \$1.14 per square foot. The City will also charge a **\$100.00 administrative fee** for each parcel plus any contractor costs associated with cleaning the property prior to or in conjunction with the cutting of the grass or destruction of the weeds. (See reverse side for more information.)

STANDARDS

The City requires that its contractor cut all grass to a height of three inches (3") and that all weeds shall be destroyed by cutting them to the ground. All cutting is to include trimming around/along fences, buildings, and hedgerows. Alley cuttings include any grass and/or weeds to the centerline of the alley. With the exception of the three inch grass height, property owners will be held to the same standards. The City's contractor will automatically complete any work not done to the City's standards without any notice to the property owner.

RECURRING VIOLATIONS

You are required to maintain grass and weeds at a height not to exceed eight inches (8"). If another Notice to Cut Grass and/or Destroy Weeds is issued within twelve months of this notice, you may be charged reinspection fees per Section 16.09 of the Code of General Ordinances. Reinspection Fees escalate with each reinspection that shows noncompliance or for every recurrence of the violation. (See reverse side.)

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION

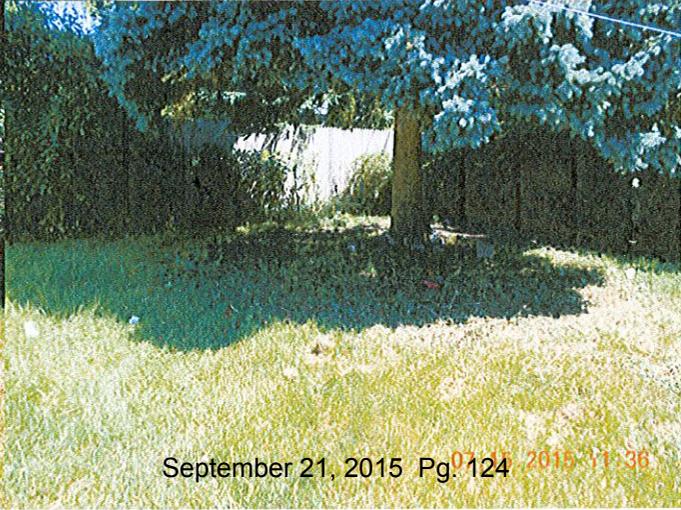
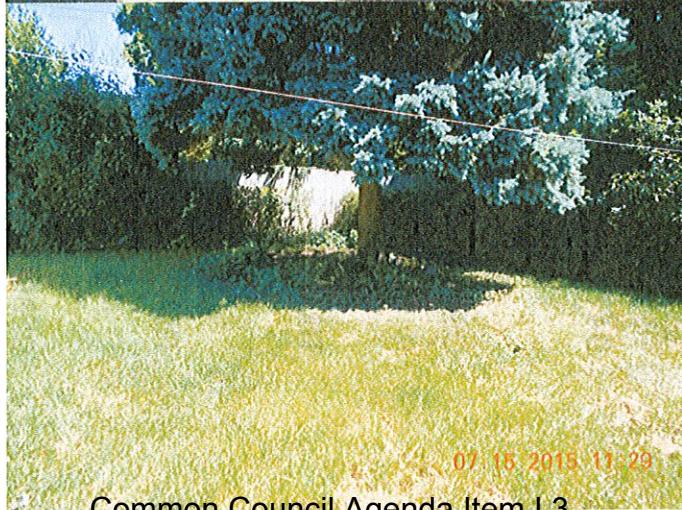
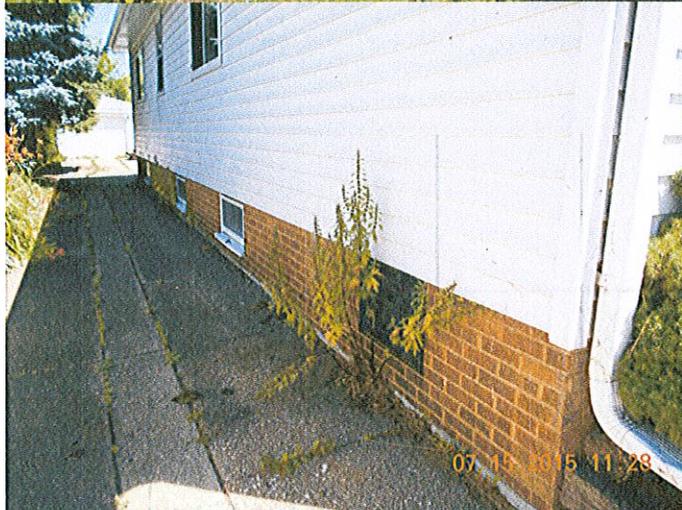
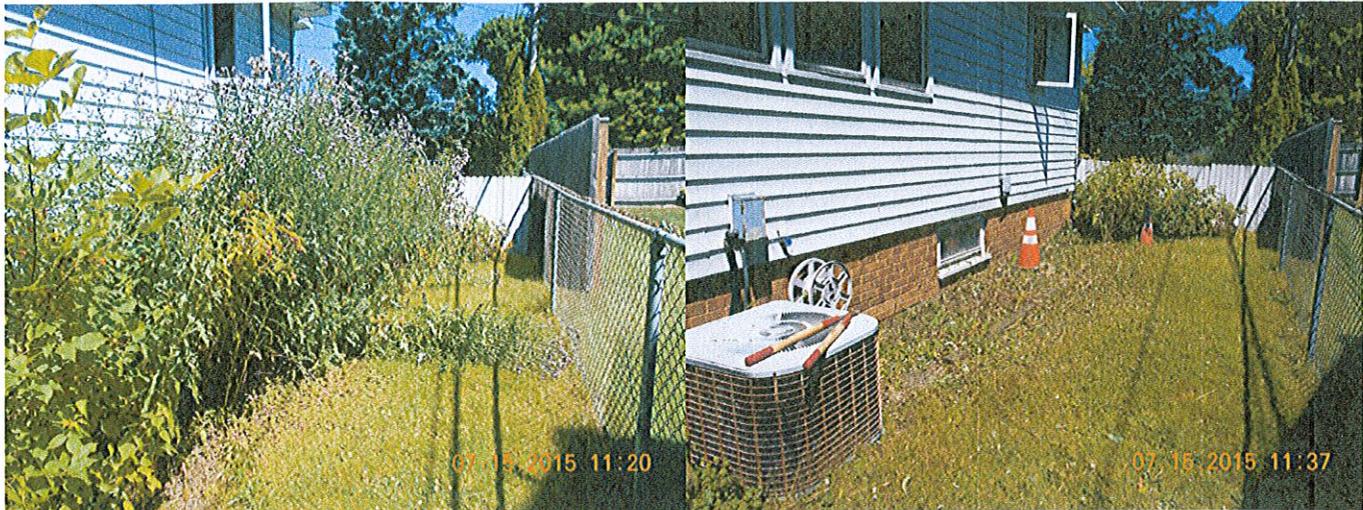
Signed [Signature] Hand Delivered [Signature]

Posted 7/8/15 Mailed [Signature]

NOTE: not mowed around the house and

property

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR INSPECTOR AT 262. 424074





September 16, 2015

George Nicholson
8423 104th Avenue
Pleasant Prairie, WI 53158

Dear Mr. Nicholson:

Subject: Request for Rescindment of Special Charge for Grass Cutting – 406 71st Street

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, September 21, 2015, at 6:00 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

RESOLUTION NO. _____

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

**TO DESIGNATE AS "NO PARKING" THE EAST SIDE OF
60TH AVENUE FROM 80TH STREET NORTH 411 FEET TO
THE UNION PACIFIC RAILROAD CROSSING**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin,
that the east side of 60th Avenue from 80th Street north a distance of 411 feet to the Union Pacific
Railroad Crossing be designated as "**NO PARKING**".

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

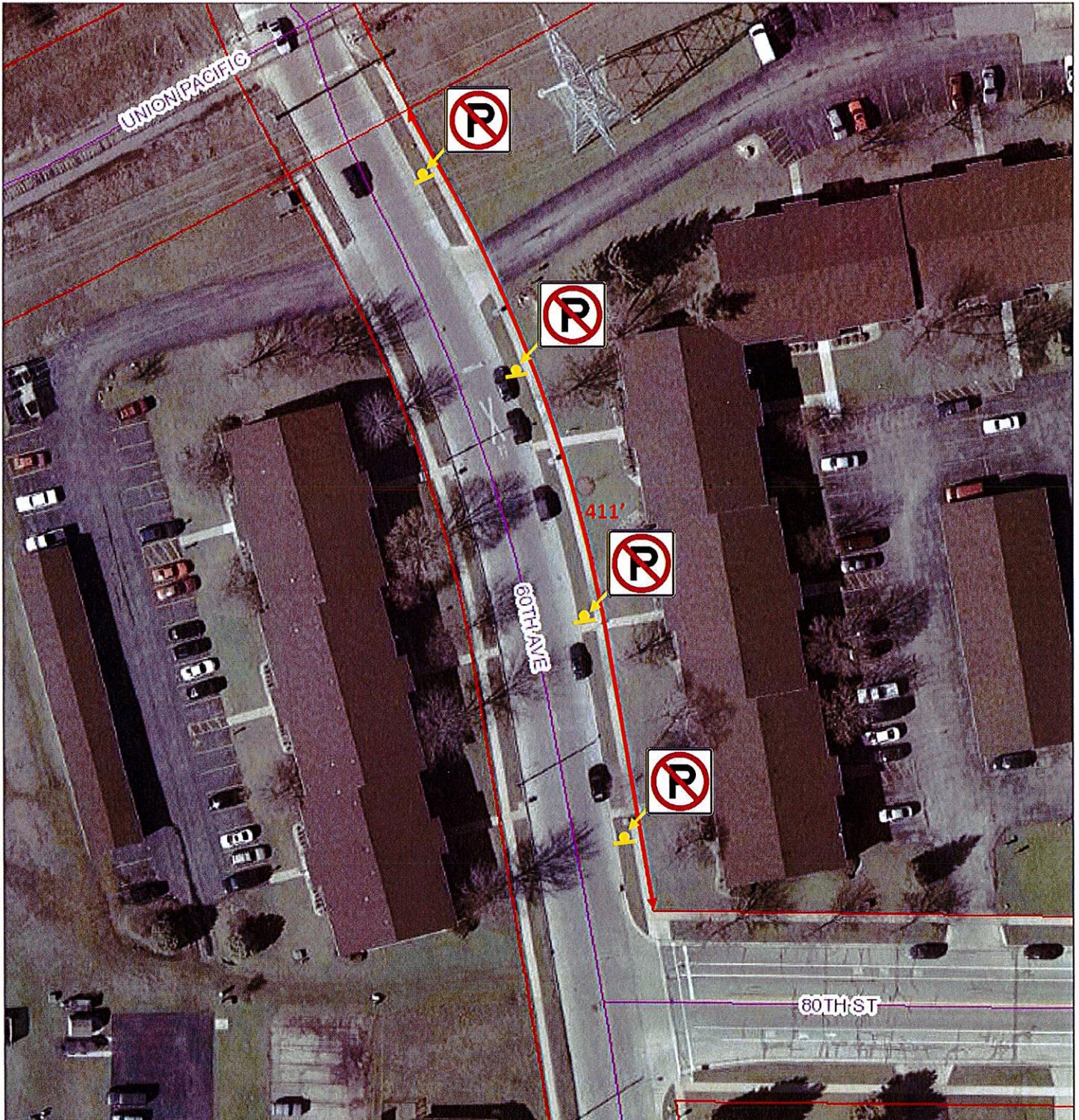
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



Proposed Parking Restrictions On 60th Avenue from 80th Street to Union Pacific ROW



1 inch = 60 feet
Date Printed: 5/7/2015



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

RESOLUTION NO. _____

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

**TO RESCIND RESOLUTION 143-95 AND TO DESIGNATE AS
NO PARKING THE NORTH SIDE OF 18TH STREET 800 FEET
WEST OF 22ND AVENUE AND THE SOUTH SIDE OF 18TH
STREET 300 FEET WEST OF 22ND AVENUE. (District 4)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin,
that Resolution 143-95 is hereby removed and rescinded and to designate as no parking the north
side of 18th Street 800 feet west from 22nd Avenue and the south side of 18th Street 300 feet west
from 22nd Avenue.

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney



Parking Restrictions Prior to 2015 At 2401 18th Street – Villa Nova Apartments



1 inch = 150 feet
Date Printed: 12/2/2014



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



September 15, 2015

To: Eric J. Haugaard, Chairman,
 Public Works Committee

From: Shelly Billingsley, MBA, PE, *Shelly Billingsley*
 Acting Director of Public Works /City Engineer

Subject: Project 13-1751 Downtown Wayfinding Sign Installation

BACKGROUND ANALYSIS

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Budget amount is approximately \$30,000.

This project consisted of the installation of 18 4'x3' Parking Lot Directional Signs (two of which will be on new poles), and 26 4'x3' 2-Sided Parking Lot Entry Signs (all of which will have new poles). The Contractor will be required to furnish all mounting hardware for every sign. Additionally, the Contractor will be required to install all 54 new poles, decorative accessories, and footings for signs requiring new poles. These locations have been predetermined by the Project Engineer.

Contractor	Base Bid
A.W. Oakes & Son, Inc., Racine, WI	\$181,560

On September 2, 2015 bids were opened for Project 13-1751 Downtown Wayfinding Sign Installation. A.W. Oakes & Son, Inc. was the only bidder. A.W. Oakes & Son's base bid was \$181,560, budgeted amount for this project is approximately \$30,000. Bids cannot exceed budgeted amount.

RECOMMENDATION

Reject the bid due to over budget.

SAB/kjb



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

FROM: Tony Geliche, Community Development Specialist *T.G.*

RE: **Subgrantee Agreement between the City of Kenosha and the Kenosha Art Association for the use of Community Development Block Grant Funds.**

DATE: September 16, 2015

The attached Community Development Block Grant (CDBG) Subgrantee Agreement is between the City of Kenosha and the Kenosha Art Association for rehabilitation of the building at 5722 6th Avenue. Please note the use of the CDBG funds in this case is limited to items that are detrimental to public health and safety.

On November 4, 2013, the Common Council approved the use of the 2014 CDBG funds. On January 8, 2014 the Common Council approved the use of the CDBG Program Income.

Before the Agreement was developed and placed on the Common Council agenda for consideration, the Art Association was required to have an architectural estimate completed. The architectural estimate was used to determine the estimated cost of the entire rehabilitation and identify the items that are detrimental to public health and safety. Through consultation with HUD, the City of Kenosha Senior Building Inspector evaluated the architectural estimate and determined the items to be addressed with CDBG funds. The architectural estimate, listed as Exhibit D of the Subgrantee Agreement, lists the entire cost of the rehabilitation. The items highlighted in yellow represent the items to be addressed with CDBG funds.

The Agreement that is presented is the Standard CDBG Subgrantee Agreement with the following exceptions: *(see corresponding comment number on Agreement margin)*

1. The Agreement is good for an eighteen (18) month period.
2. Funds are to be used to eliminate conditions detrimental to public health and safety.
3. Maximum sum not to exceed
CDBG Program Income
2014 CDBG Allocation

\$228,274.00
\$187,685.00
\$ 40,589.00

4. Services shall be completed no later than eighteen (18) months after the Effective Date of this Agreement
5. The Art Association has six (6) months from the Effective Date to raise funding needed to complete the rehabilitation.

Total rehabilitation is estimated to be	\$277,761.75
CDBG identified items estimated to be	\$174,607.29
Art Association estimate to be raised is	\$103,154.45

If the Art Association fails to raise funds within six (6) months, this Agreement shall terminate.

City of Kenosha, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140 | T: 262.653.4030 | F: 262.653.4045

KENOSHA.ORG

6. The Art Association has Nine (9) months from the Effective Date to obtain competitive bids. If bids to eliminate conditions detrimental to public health and safety exceed the architectural estimate of \$174,607.09, the City can utilize up to the maximum available of \$228,274.00. The Art Association is responsible for all costs over \$228,274.00 to address conditions detrimental to public health and safety as well as all costs which exceed the total to complete the project. Failure to provide funding necessary to complete the project shall terminate the Agreement.
7. The Art Association shall enter into a contract to complete the rehabilitation within twelve (12) months from the Effective Date and work shall have commenced. If the Art Association fails to enter into a contract or work has not commenced, the Agreement shall terminate.
8. The project shall be completed within eighteen (18) months from the Effective Date of the Agreement, unless an extension is requested.
9. The Art Association shall enter into a long term lease with an option to purchase prior to the City providing funding.
10. All real estate taxes, special assessments spacial charges and special taxes are to be paid in full prior to the City providing funding.
11. The City will put a CDBG lien on the property for the amount of CDBG funding. Repayment of the CDBG funds shall occur in the event of any of the following:
 - The Project is not completed
 - The Art Association no longer leases the property
 - The Art Association no longer operates the project as a building for Community Arts
 - The property is sold by the owner
12. The Art Association is responsible for preparing the bid specifications, competitively bidding the rehabilitation and complying with the CDBG procurement standards.
13. The Art Association and subsequent contractors, will comply with Federal Prevailing Wage Requirements
14. If volunteers are used, proper HUD waivers must be obtained.

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

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the **9th** day of **September, 2015** (hereinafter referred to as the "Effective Date"), by and between **Kenosha Art Association** (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES

1 The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement to begin on the Effective Date of this Agreement and terminate eighteen (18) months from the Effective Date of this Agreement unless terminated sooner as set forth in this Agreement.

II. USE OF FUNDS AND COMPENSATION

A. Use of Funds

2 The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development (HUD) regulations. Said funds shall be used for the elimination of conditions detrimental to the public health and safety in connection with the renovation of the property located at 5722 6th Avenue, Kenosha, Wisconsin for future use as a building for Community Arts (hereinafter referred to as the "Project") in accordance with the estimate for renovation (hereinafter referred to as the "Estimate") attached as Exhibit D and the Scope of Services attached as Exhibit B. The categories and description of work relating to the conditions detrimental to the public health and safety in connection with the Project as identified in yellow on the Estimate attached as Exhibit D.

B. Compensation

3 The CITY agrees to make available, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Agreement the maximum sum of **\$228,274.00** inclusive of all expenses, it being expressly understood and agreed that in no event will the total amount to be made available by the CITY hereunder exceed said maximum sum for all of the services required.

C. Program Income

Program income means gross income received by the CONTRACTOR directly generated from the use of Community Development Block Grant (CDBG) funds. When such income is generated by an activity that is assisted with CDBG funds, the income shall be reported on the narrative and shall be retained by the sub-recipient and used only for activities included in the scope of services made part of this Agreement.

III. DELIVERABLE ITEMS

A. Financial Information and Reports

1. Through the Department of Community Development & Inspections of the City of Kenosha (hereinafter referred to as "DEPARTMENT"), the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to the DEPARTMENT on a due date that is no later than 30 days following the end of the previous calendar month. In the CITY's discretion, the CITY may accept a report required hereunder after the 30 days but in no event shall the CITY reimburse CONTRACTOR for any expense on a report provided to the DEPARTMENT 90 days after the end of the due date.
2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.
3. Through the DEPARTMENT, the CONTRACTOR shall provide to the CITY copies of all subcontracts executed under this Agreement as they become available.
4. Through the DEPARTMENT, the CONTRACTOR shall report to the CITY the source and amount of all non-Community Development Block Grant funds utilized in the performance of Project activities.
5. All reports, studies, analysis, memoranda and related data and materials as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Agreement are confidential and the CONTRACTOR agrees that he will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.
6. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate account must be established and used for all monies received under this Agreement. CONTRACTOR shall not co-mingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly unless otherwise agreed upon.

B. Performance/Compliance Information

The CONTRACTOR shall assist the DEPARTMENT and the CITY in collecting and maintaining such information as required by HUD and/or the DEPARTMENT periodically and in such manner as determined by the CITY and the CITY shall be required to effectively and efficiently report such information to HUD.

C. Audit (Applies to contractors expending \$750,000 or more in Federal funds during a fiscal year.)

1. The CONTRACTOR agrees to supply the CITY with a certified audit report performed in compliance with the auditing standards of HUD.
2. The CONTRACTOR agrees to comply with the City and Federal audit

requirements contained in 2 CFR Part 200, Subpart F, which requires that non profit organizations expending \$750,000 or more in federal funds in a fiscal year must secure an audit. Agencies should, to the extent feasible, procure their audits from small local minority and women-owned businesses.

Audited Financial Statement

(Applies to contractors expending less than \$750,000 in Federal funds during a fiscal year.)

- 1. The CONTRACTOR agrees to supply the CITY with audited financial statements prepared by a Certified Public Accountant.

IV. TIME OF PERFORMANCE

4 The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed no later than eighteen (18) months after the date of the Effective Date of this Agreement.

A. Initial Contractor Funding

5 Within six (6) months from the Effective Date of this agreement, the CONTRACTOR shall provide funding for the Project in the amount of \$103,154.45. This sum represents the difference between the total Project Estimate of \$277,761.75 and the Project Estimate of \$174,607.29 to eliminate the conditions detrimental to the public health and safety identified in yellow on attached Exhibit A. In the event the CONTRACTOR fails to provide the Project funding required by this paragraph, this Agreement shall terminate and the CITY shall have no further obligations to the CONTRACTOR.

B. Additional Contractor Funding

6 Within nine (9) months from the Effective Date of this Agreement, the CONTRACTOR shall obtain competitive bids to complete the Project based upon specifications incorporating the categories and descriptions of work set forth in the Project Estimate attached as Exhibit D. In the event the cost set forth in the successful bid to eliminate the conditions detrimental to the public health and safety exceeds the Project Estimate of \$174,607.29, the CITY agrees to provide funding up to a maximum of \$228,274.00 to eliminate the conditions detrimental to the public health and safety limited to those categories and descriptions of work identified in yellow on attached Exhibit A. Any cost to eliminate the conditions detrimental to the public health and safety in excess of \$228,274.00 shall be the responsibility of the CONTRACTOR. Similarly, any cost set forth in the successful bid which exceeds the total Project Estimate of \$277,761.75 shall be the responsibility of the CONTRACTOR. In the event the CONTRACTOR fails to provide any of the additional funding to complete the Project required by this paragraph, this Agreement shall terminate and the CITY shall have no further obligations to the CONTRACTOR.

C. Project Contract Award

7 Within twelve (12) months from the Effective Date of the Agreement, the CONTRACTOR shall have entered into a contract to complete the work on the Project and work on the Project shall have commenced. In the event the CONTRACTOR fails to enter into a contract to complete the work on the Project or work on the project has not commenced as required by this paragraph, this Agreement shall terminate and the CITY shall have no further obligations to the CONTRACTOR.

D. Project Contract Completion

Within eighteen (18) months from the Effective Date of this Agreement, all work on the

8

Project shall be completed, (hereinafter referred to as the "Termination Date"). In the event the Project is not completed by the Termination Date, the CONTRACTOR shall request an extension of time to complete the Project from the CITY. The CONTRACTOR shall request an extension in writing at least thirty (30) days prior to the Termination Date setting forth in detail the reasons for the requested extension. The decision to grant any requested extension shall be at the sole discretion of the CITY. In the event the CITY does not grant the requested extension, or in the event the CONTRACTOR fails to timely request an extension, this Agreement shall terminate as of the Termination Date and the CONTRACTOR shall have no right to any additional funding from the CITY for work performed after the Termination Date.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION

A. Performance

The CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The CONTRACTOR shall conduct CONTRACTOR'S services as required under the terms and conditions of this Agreement at such place or places as is necessary, which will enable the CONTRACTOR to fulfill CONTRACTOR'S obligations under this Agreement.

C. Additional Fringe or Employee Benefits

The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

D. Taxes, Social Security and Government Reporting

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Agreement shall be the sole responsibility of the CONTRACTOR.

E. Subcontracting

1. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY.
2. The CONTRACTOR shall follow "Procurement Standards" of 2 CFR Part 200, Subpart D when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event CONTRACTOR is a private non-profit or neighborhood-based non-profit organization, a local development corporation, or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of 2 CFR Part 200, Subpart D, available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.

9

F. Contractor Lease Obligation

Prior to the CITY providing any funding for the Project, the CONTRACTOR shall enter into a long term lease with an option to purchase for the property located at 5722 6th

Avenue, Kenosha, Wisconsin. The lease shall comply with all applicable HUD regulations and shall be approved by the Director of the Department of Community Development and Inspections or designee thereof prior to the CITY providing any funding for the Project.

10

G. Payment of Real Estate Taxes and Assessments

Prior to the CITY providing any funding for the Project, all real estate taxes and special assessments, special charges, and special taxes for the property located at 5722 6th Avenue, Kenosha, Wisconsin shall be paid in full. Proof of payment shall be provided to the Director of the Department of Community Development and Inspections or designee thereof.

11

H. Mortgage Lien on Project Property

Prior to the CITY providing any funding for the Project, the CONTRACTOR shall cause, the owner of the property located at 5722 6th Avenue, Kenosha, Wisconsin to provide the CITY a mortgage against the property in the amount of the CITY funding for the Project. The mortgage shall include among its terms repayment upon demand of the CITY of all sums provided by the CITY to fund the Project in the event the Project is not completed, the CONTRACTOR no longer leases the property, the CONTRACTOR no longer operates the Project as a building for Community Arts, or the property is sold. The form of the mortgage shall be approved in advance by the City Attorney. The CONTRACTOR shall be responsible for the fees to record the mortgage with Kenosha County Register of Deeds.

12

I. Project Specifications and Bidding

The CONTRACTOR shall be responsible for preparing the Project bid specifications which shall include the categories and descriptions of work set forth in the Project Estimate attached as Exhibit D. The CONTRACTOR shall also be responsible for competitively bidding the work to complete the Project. In preparing the Project bid specifications and competitively bidding the work to complete the Project, the CONTRACTOR shall comply with the Procurement Standards set forth in 2 CFR Part 200 which is available from the City upon request.

13

J. Davis-Bacon Act Compliance

The work to complete the Project which is the subject of this Agreement is subject to the wage rate requirements pursuant to the Davis-Bacon Act, as amended, set forth in 40 U.S.C. §3141 et seq. The CONTRACTOR shall comply with the wage rate requirements of the Davis-Bacon Act as amended, and shall include the requirement for compliance with the Davis-Bacon Act as amended, in the Project bid specifications and the contract awarded to the successful bidder to complete the Project work.

14

K. HUD Waiver for Volunteers

In the event the CONTRACTOR uses any volunteers to perform any work on the Project, the CONTRACTOR shall be required to request and obtain a waiver of prevailing wage requirements from HUD pursuant to 24 CFR Part 70.5 prior to any volunteer work being performed on the Project.

VI. METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this Agreement and satisfactory performance of the services in accordance with Exhibit B set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY shall prevail. The conditions of payment are as follows: compensation for services required under this Agreement shall be contingent upon each activity being reviewed

for approval by Jeffrey B. Labahn or designee thereof of the CITY and subsequently approved for payment. Requests for payment shall be made on the Sub-Recipients Invoice Form, Exhibit E.

A. Cost Incurred

If not otherwise restricted by Federal, State or local statutes, regulations or procedures, the CONTRACTOR may incur cost for the service described in Exhibit B, provided such costs are allowable under Section 24 CFR 570.603 of the HUD regulations and reimbursements made through the applicable CITY procedures or as may be prescribed by the City Finance Director.

B. Payment Policies and Procedures

1. The CITY agrees to compensate the CONTRACTOR for those services taken and completed as described in Exhibit D, where costs have been expended as detailed and approved by the DEPARTMENT and the Office of the Finance Director.
2. It is the policy of the CITY that the CONTRACTOR shall be compensated on a reimbursement basis; however, advances may be authorized at the discretion of the DEPARTMENT Director in such manner and at such times as prescribed by the City Finance Director. In compliance with procedures promulgated by the DEPARTMENT and the Office of the Finance Director, the CITY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the CONTRACTOR. Periodically, as determined by DEPARTMENT and the Office of the Finance Director, the CONTRACTOR shall submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the Office of the Finance Director, such documents and financial reports considered necessary by the DEPARTMENT and the Office of the Finance Director to support said requisition for reimbursement as to expenditure incurred by the CONTRACTOR in the performance of this Agreement and claimed to constitute allowable costs.

C. Reversion of Funds and Assets

1. All funds not expended or incurred by the CONTRACTOR pursuant to this Agreement and approved by the DEPARTMENT and the Office of the Finance Director for the services described in Exhibit B shall automatically revert to the CITY and shall not accumulate as project funds unless specifically authorized by the DEPARTMENT Director.
2. Upon expiration of this Agreement, the CONTRACTOR shall transfer to the CITY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds.
3. Any real property acquired or improved by the CONTRACTOR in whole or in part with CDBG funds in excess of \$25,000.00, shall be used either to address the stated objectives in Exhibit B or disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributed to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

VII. DEFENSE OF SUITS

In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Agreement undertaken, or for injury or damage

caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR or CONTRACTOR'S insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.

VIII. NOTICES

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CONTRACTOR at:

**Francisco Loyola
Kenosha Art Association
5615 7th Avenue
Kenosha, WI 53140**

and to the CITY at:

**Attention: Jeffrey B. Labahn
Department of Community Development & Inspections
625 52nd Street, Room 308
Kenosha, WI 53140**

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

IX. REGULATIONS

CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. ENFORCEMENT

A. Remedies for Noncompliance

If the CONTRACTOR materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the CITY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the City will provide the CONTRACTOR with notice of violation and an opportunity for a hearing before the CDBG Subcommittee with an opportunity for an appeal to the Common Council of the City of Kenosha.

C. Effects of Suspension and Termination

Costs of CONTRACTOR resulting from obligations incurred by the CONTRACTOR during a suspension or after termination of an award are not allowable unless the CITY expressly authorizes them in the notice of suspension or termination or subsequently. Other CONTRACTOR costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the CONTRACTOR before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude CONTRACTOR from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

XI. TERMINATION FOR CONVENIENCE

Except as provided in Section X, awards may be terminated in whole or in part only as follows:

- A. By the CITY with the consent of the CONTRACTOR in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- B. By the CONTRACTOR upon written notification to the CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either Section X or paragraph (1) of this section.

XII. CHANGES

The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

XIII. PERSONNEL

- A. The CONTRACTOR represents that he/she has or will secure at his/her own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under

his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. If any work or services are subcontracted, it shall be specified in written Agreement or agreement and shall be subject to each provision of this Agreement. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

XIV. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XV. RECORDS

- A. Establishment and Maintenance of Records
Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement.
- B. Documentation of Costs
All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

XVI. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the CITY of such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

XVII. CONFLICT OF INTEREST

The CONTRACTOR shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit C attached and incorporated herein.

XVIII. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, sex orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XIX. WITHHOLDING OF SALARIES

If in the performance of this Agreement there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XX. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Agreement shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor, other than herein provided.
- B. The word "CONTRACTOR" means a person or an entity, whether public or private, that

enters into contract with the CITY, and whenever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Agreement.

- C. The CONTRACTOR shall comply with the requirements of 2 CFR Part 200 which is available from the City upon request.
- D. The CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Sub-part K of the CDBG Regulations except that:
 - 1. The CONTRACTOR does not assume the City's environmental responsibilities described at Section 570.604 of the CDBG Regulations;
 - 2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this: Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

XXII. CERTIFICATION FOR THE CDBG ENTITLEMENT PROGRAM PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. PART II INCLUSION

This Agreement consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Agreement; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Agreement as though set forth herein in full.

Part II is Attached X

Not Applicable

XXIV. INTEGRATION - MODIFICATION

This Contract, the attached exhibits and the other documents referred to herein embody the entire agreement and understanding between the parties and supersede all oral or written statements or documents inconsistent herewith. This Contract may only be amended by the mutual written consent of the parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth.

**CITY OF KENOSHA,
A Municipal Corporation**

CONTRACTOR

By: _____
Keith G. Bosman, Mayor

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Debra L. Salas, Clerk/Treasurer

By: _____

Date: _____

Date: _____

PART II

TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS

I. DEFINITIONS. As used in this Agreement:

- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
- B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.

II. SPECIAL REQUIREMENTS

If Federal Community Development Block Grant Funds are involved, then any unused funds under this Agreement may be suspended or terminated upon the following:

- A. The CITY'S refusal to further participate in the Community Development Block Grant Program; or
- B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.

III. IDENTIFICATION OF DOCUMENTS

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.

*The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)*

IV. INTEREST IN CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

V. OPPORTUNITIES FOR RESIDENTS

In all work made possible by or resulting from this Agreement, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.

VI. COPYRIGHTS

If this Agreement results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

VII. PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

VIII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or further the election or defeat of any candidate for public office.

IX. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed in the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

XI. ANTI-KICKBACK RULES

The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

XII. LABOR STANDARDS PROVISION

The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provision of the Agreement.

XIII. LEAD-BASED PAINT

§ 570.611 - If the Agreement involves construction or rehabilitation of residential structures with assistance provided under this Agreement, it is subject to the lead-based paint regulations set forth in 24 CFR Part 35, Sub-part B.

XIV. "Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))

- A. Any work to be performed under this Agreement that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR Part 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and

- that employees are treated during employment with regard to their race, color, religion, sex orientation, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitation or advertisement for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Agreement or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Exhibit A

BUDGET

**Kenosha Art Association
Rehabilitation of 5722 6th Avenue**

CDBG Program Income	\$187,685.00
2014 CDBG Allocation	\$40,589.00
TOTAL	\$228,274.00

Exhibit B

SCOPE OF SERVICES

**Kenosha Art Association
Rehabilitation of 5722 6th Avenue**

A. General Description of Services

1. Utilize funds for the elimination of conditions detrimental to the public health and safety of the building located at 5722 6th Avenue.

B. Additional Provisions

1. This activity is eligible under 24 CFR Part 570.208 (b) (2) of the CDBG Regulations. (Activities to address slums or blight on a spot basis) Rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety.
2. Rehabilitation may not occur until the **CITY** has completed an Environmental Review for the project.
3. The **CONTRACTOR** agrees to comply with all requirements of the Davis Bacon Act which is administered by the **CITY**. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
4. Funds used under the terms of this Agreement shall be secured by the **CITY** through a mortgage note and lien which may be subordinated to financing necessary for the rehabilitation and restoration of the property located at 5722 6th Avenue

C. Measurable Outcomes

1. Completion of the rehabilitation.

Exhibit C**CONFLICT OF INTEREST REQUIREMENTS**

The Contractor hereby agrees to comply with provisions of 24 CFR Part 570.611 and Sec. 946.13 Wisconsin Statutes regarding Conflict of Interest.

Among the major requirements are the following:

1. Applicability

- a) In the procurement of supplies, equipment, construction, and services by recipients, and by sub-recipients the Conflict of Interest provisions in CFR 2 Part 200 shall apply.
- b) In all cases not governed by CFR 2 Part 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or sub-recipients, to individuals, businesses, and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR Part 570.202 or grants, loans and other assistance to businesses, individuals or other private entities pursuant to 24 CFR Part 570.203, 24 CFR Part 570.204 or 24 CFR Part 570.455).

2. Conflicts Prohibited

Except for approved eligible administrative or personnel costs, the general rule is that no persons described in paragraph 3 below who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

3. Persons Covered

The Conflict of Interest provisions of paragraph 2 of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.

4. Exceptions: Threshold Requirements

Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph 2 of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

- a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure on the conflict and a description of how the public disclosure was made; and
- b) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

5. Factors to be Considered for Exceptions

In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph 4 of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

- a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

- b) Whether an opportunity was provided for open competitive bidding or negotiation;
- c) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph 2 of this section;
- f) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g) Any other relevant considerations.

6. Local Enforcement and Monitoring of the Conflict of Interest Regulations

The following list of requirements in no way relieves the grantee from their CDBG contract responsibilities and requirements; however, in order for the CDBG Office to more effectively monitor CDBG grantees' enforcement of, and compliance with, the Federal requirements regarding conflict of interest, the City of Kenosha Community Development Block Grant Office will require the following:

- a) Each Grantee must submit a list of their Board of Directors, and maintain on-site membership lists of any business interests in which the Board or subcommittee members have substantial or controlling financial interest.
- b) Contractor shall:
 - i) Explain to its Board or appropriate policy group, and any subcommittee, the federal requirements regarding Conflict of Interest and each Board member's responsibilities and rights under those regulations.
 - ii) Distribute a copy of this Attachment to each Board member, subcommittee member, potential loan recipient, supplier or contractor.
 - iii) Maintain, on site, copies of the minutes from each Board meeting, Loan or Committee meeting, or any meeting at which the investment or use of CDBG funds is discussed.
 - iv) Incorporate into each loan or information package, application, contract, and closing documents, a full copy of the Conflict of Interest regulations contained in the Subgrantee Agreement with the City of Kenosha.
- c) The Contractor will permit the City to review the above documents (per paragraph 2 of Scope of Service) to assure compliance with the above requirements.

7. Method for Requesting Exception from Conflict of Interest Requirements

In order for the Community Development Block Grant Office to efficiently deal with a Grantee's request for an exception to the Conflict of Interest regulations, the Contractor shall submit the following to the CDBG Office prior to commitment of CDBG funds:

- a) A cover letter describing the a) perceived conflict, b) actions taken to resolve the conflict, c) certification that the Contractor has followed the methodology laid out in step 2, and d) Factors to be Considered for Exceptions (Item 5, attachment 5, of the CDBG contract).

- b) A copy of the Loan Committee and/or Board meeting minutes showing the conflict was publicly disclosed.
- c) A letter from the Contractor's attorney stating their view that a conflict does not violate State or local law.

The Contractor shall not commit any CDBG funds until the conflict has been resolved and the City has received a letter of formal exception from the Department of Housing and Urban Development. Any such commitment prior to HUD approval will not be honored by the CDBG Office.

Exhibit D

**Kenosha Art Association
Rehabilitation of 5722 6th Avenue - Estimate**



> Renovation of Building for Community Arts

April 30, 2015

Submitted by:

William A. Morris Architects, LLC
5313 87th Place
Pleasant Prairie, WI 53158
Business: (262) 942-1341

Submitted to:

Kenosha Art
5722 6th Ave
Kenosha, WI 53140

Project Information:

March 01, 2015
Renovation of Building for Community Arts
This project will revitalize a former Kresge Department store building into a Community Arts facility.

General Project Contents

Part Code	Supplier Code	Category	Qty	Type	Description	Material	Lab. Hours	Labor	Sub. Cont	Total
RM10002601	RM10002601	1 PROJECT PREPARATION	2000	Dollars	Architectural plans, with on site survey, and consultation.	\$2,000.00	0.00	\$0.00	\$0.00	\$2,000.00
RM10011001	RM10011001	1 PROJECT PREPARATION	1000	Dollars	Building permit fee	\$1,000.00	0.00	\$0.00	\$0.00	\$1,000.00
RM10140404	RM10140404	4 GENERAL DEMOLITION	7000	Sq. Feet	Remove gypsum drywall from ceiling	\$0.00	105.00	\$3,431.40	\$0.00	\$3,431.40
RM10154204	RM10154204	4 GENERAL DEMOLITION	450	Lin. Feet	Remove molding and trim for wood flooring	\$0.00	6.80	\$220.59	\$0.00	\$220.59
RM10157404	RM10157404	4 GENERAL DEMOLITION	6000	Sq. Feet	Remove top layer of flooring, carpet, tile, (not sub floor)	\$0.00	60.00	\$1,960.80	\$0.00	\$1,960.80
RM10159004	RM10159004	4 GENERAL DEMOLITION	4250	Sq. Feet	Remove gypsum drywall from wall	\$0.00	85.00	\$2,777.80	\$0.00	\$2,777.80
RM10182205	RM10182205	5 SYSTEMS DEMOLITION	25	Cu. Yds.	Remove obsolete electrical panels, breakers, disconnect	\$0.00	45.00	\$3,095.55	\$0.00	\$3,095.55

General Project Contents

Part Code	Supplier Code	Category	Qty	Type	Description	Material	Lab. Hours	Labor	Sub. Cont	Total
RM10285407	RM10285407	7 CONCRETE	6000	Sq. Feet	Secure sub flooring with concrete slab, 2" thick	\$5,880.00	120.00	\$6,002.40	\$0.00	\$11,882.40
RM10387409	RM10387409	9 FLOOR FRAMING	2000	Sq. Feet	Install 2" x 14", 16" oc, floor joists	\$3,460.00	64.00	\$3,234.56	\$0.00	\$6,694.56
RM10395209	RM10395209	9 FLOOR FRAMING	6000	Sq. Feet	Provide & Install 3/4" plywood subfloor where required	\$8,280.00	90.00	\$2,941.20	\$0.00	\$11,221.20
RM10401610	RM10401610	10 WALL FRAMING	6250	Sq. Feet	Install 2" x 4", 16" oc, steel frame wall, up to 14' tall	\$4,812.50	125.00	\$6,317.50	\$0.00	\$11,130.00
RM10440211	RM10440211	11 ROOF FRAMING	2000	Sq. Feet	Install 2" x 14", 16" oc, ceiling joists	\$1,040.00	36.00	\$1,819.44	\$0.00	\$2,859.44
RM10491812	RM10491812	12 ROOFING AND GUTTERS	11000	Sq. Feet	Apply 60 Mil rubber membrane roof, fully adhered over existing roof	\$17,600.00	550.00	\$28,017.00	\$0.00	\$45,617.00
RM10513412	RM10513412	12 ROOFING AND GUTTERS	60	Lin. Feet	Install 6" seamless aluminum guttering	\$393.00	24.00	\$1,212.96	\$0.00	\$1,605.96
RM11039822	RM11039822	22 BATHROOM PLUMBING	2	Pieces	Labor for (2) toilet rough-in, open walls & ceiling. Fixture not included. No patching.	\$191.54	10.00	\$757.30	\$0.00	\$948.84
RM11040222	RM11040222	22 BATHROOM PLUMBING	1	Pieces	Labor for urinal rough-in, open walls & ceiling. Fixture not included. No patching.	\$74.15	5.00	\$378.65	\$0.00	\$452.80
RM11040422	RM11040422	22 BATHROOM PLUMBING	2	Pieces	Labor for (2) sink rough-in, single bowl, open walls & ceiling. Fixture not included. No patching.	\$148.30	10.00	\$757.30	\$0.00	\$905.60
RM11054222	RM11054222	22 BATHROOM PLUMBING	2	Pieces	Labor to install (2) sink & faucet, pedestal or wall mount, in prepared location. No fixture, fixture removal or rough-in included.	\$0.00	3.00	\$227.19	\$0.00	\$227.19
RM11059622	RM11059622	22 BATHROOM PLUMBING	2	Pieces	Install toilet, 2 piece, elongated, tall, average in prepared location. No removal or rough-in included.	\$200.00	3.00	\$227.19	\$0.00	\$427.19
RM11061222	RM11061222	22 BATHROOM PLUMBING	1	Pieces	Install urinal, average in prepared location. No removal or rough-in included.	\$521.64	1.50	\$113.59	\$0.00	\$635.24
RM11063622	RM11063622	22 BATHROOM PLUMBING	2	Pieces	Provide (2) toilets, average. Fixture cost only, no labor included.	\$450.00	0.00	\$0.00	\$0.00	\$450.00
RM11087622	RM11087622	22 BATHROOM PLUMBING	2	Pieces	Provide (2) vanity, 20" x 16", 1 door, economy. Fixture cost only, no installation included.	\$280.80	0.00	\$0.00	\$0.00	\$280.80
RM11166624	RM11166624	24 HVAC	11250	Dollars	Remove old & Install 5.0 ton air conditioning condenser & coil, 12 Seer. Existing power source.	\$11,250.00	0.00	\$0.00	\$0.00	\$11,250.00
RM11166624	RM11166624	24 HVAC	11250	Dollars	Remove old & Install 5.0 ton air conditioning condenser & coil, 12 Seer. Existing power source.	\$11,250.00	0.00	\$0.00	\$0.00	\$11,250.00
RM11169024	RM11169024	24 HVAC	18000	Dollars	Remove old and Install new; (1) 20 ton, self contained heating & air conditioning rooftop package	\$18,000.00	0.00	\$0.00	\$0.00	\$18,000.00

General Project Contents

Part Code	Supplier Code	Category	Qty	Type	Description	Material	Lab. Hours	Labor	Sub. Cont	Total
RM11183624	RM11183624	24 HVAC	5	Pieces	Install wall heater, radiant heat, 1250W, finished walls, economy. Within 10' of power source. No patching.	\$797.50	10.00	\$687.90	\$0.00	\$1,485.40
RM11191425	RM11191425	25 ELECTRICAL	30	Pieces	Install box & duplex outlet, open walls, within 10' of power. No patching included.	\$1,121.25	39.00	\$2,682.81	\$0.00	\$3,804.06
RM11192225	RM11192225	25 ELECTRICAL	14	Pieces	Install light switch set, open walls, within 10' of power.	\$508.20	24.50	\$1,685.36	\$0.00	\$2,193.56
RM11192625	RM11192625	25 ELECTRICAL	50	Pieces	Install ceiling box, open walls, within 10' of power.	\$1,543.75	65.00	\$4,471.35	\$0.00	\$6,015.10
RM11193825	RM11193825	25 ELECTRICAL	4000	Dollars	Provide and install new 800 amp electrical service, 120/208, 3 phase, main disconnect, with meter	\$4,000.00	0.00	\$0.00	\$0.00	\$4,000.00
RM11193825	RM11193825	25 ELECTRICAL	5800	Dollars	Provide and install, (1) main 400 amp circuit breaker panel	\$5,800.00	0.00	\$0.00	\$0.00	\$5,800.00
RM11193825	RM11193825	25 ELECTRICAL	3200	Dollars	Provide and install (1) 200 amp circuit breaker panel	\$3,200.00	0.00	\$0.00	\$0.00	\$3,200.00
RM11193825	RM11193825	25 ELECTRICAL	3200	Dollars	Provide and install (1) 100 amp panel for 2nd floor	\$3,200.00	0.00	\$0.00	\$0.00	\$3,200.00
RM11193825	RM11193825	25 ELECTRICAL	9	Pieces	Provide and install Exit lights, with battery back-up	\$843.75	16.70	\$1,145.35	\$0.00	\$1,989.10
RM11206225	RM11206225	25 ELECTRICAL	36	Pieces	Install 4' long ceiling fluorescent fixture in existing box, acrylic diffuser. Within 10' of power source. No patching included.	\$2,700.00	36.00	\$2,476.44	\$0.00	\$5,176.44
RM11283827	RM11283827	27 INSULATION	2250	Sq. Feet	Install insulation, R-13 foil faced, in walls, 3-1/2" thick x 15" wide, 16" oc	\$1,012.50	22.50	\$735.30	\$0.00	\$1,747.80
RM11297227	RM11297227	27 INSULATION	6000	Sq. Feet	Install roof insulation, 1" urethane board	\$3,000.00	24.00	\$1,222.56	\$0.00	\$4,222.56
RM11299428	RM11299428	28 WALL COVERINGS	4250	Sq. Feet	Install 3/8" drywall walls, taped & finished	\$1,615.00	119.00	\$6,014.26	\$0.00	\$7,629.26
RM11339829	RM11339829	29 CEILING COVERINGS	7000	Sq. Feet	Install 3/8" drywall ceiling, taped & finished	\$2,660.00	210.00	\$10,613.40	\$0.00	\$13,273.40
RM11370630	RM11370630	30 INTERIOR DOORS	2	Pieces	Create double door opening up to 8' in drywall,	\$260.70	14.50	\$732.83	\$0.00	\$993.53
RM11399030	RM11399030	30 INTERIOR DOORS	6	Pieces	Install pre-hung 2-8 x 6-8, 6 panel, fir/pine interior door.	\$947.16	9.00	\$454.86	\$0.00	\$1,402.02
RM11465631	RM11465631	31 INTERIOR TRIM, STAIRS AND ACCESSORIES	450	Lin. Feet	Install base molding, 9/16 x 4-1/4, plain	\$693.00	15.30	\$773.26	\$0.00	\$1,466.26
RM11687833	RM11687833	33 FLOOR COVERING	6000	Sq. Feet	Provide engineered, laminate flooring, pre-finished, \$2.40 SF. Material costs only, labor included	\$12,000.00	60.00	\$3,032.40	\$0.00	\$15,032.40

General Project Contents

Part Code	Supplier Code	Category	Qty	Type	Description	Material	Lab. Hours	Labor	Sub. Cont	Total
RM11819435	RM11819435	35 INTERIOR PAINTING AND WALLPAPER	4250	Sq. Feet	Paint drywall or plaster wall, roller, 2 coats, smooth finish	\$637.50	42.50	\$1,773.10	\$0.00	\$2,410.60
RM11822435	RM11822435	35 INTERIOR PAINTING AND WALLPAPER	7000	Sq. Feet	Paint drywall or plaster ceiling, roller, 2 coats	\$700.00	70.00	\$2,920.40	\$0.00	\$3,620.40
RM11824435	RM11824435	35 INTERIOR PAINTING AND WALLPAPER	450	Lin. Feet	Paint int. moulding, up to 4" wide, 2 coats	\$36.00	22.50	\$938.70	\$0.00	\$974.70
1010080136	1010080136	4 GENERAL DEMOLITION	200	Sq. Feet	general bathroom demolition	\$0.00	30.00	\$980.40	\$0.00	\$980.40
1010080108	1010080108	4 GENERAL DEMOLITION	2000	Dollars	miscellaneous expenses - demolition waste disposal, 7 x 40 yd containers	\$2,000.00	0.00	\$0.00	\$0.00	\$2,000.00
1010540168	1010540168	21 GENERAL PLUMBING	1	Pieces	new water service to building, and piping to bathrooms rough via basement	\$2,000.00	50.00	\$3,786.50	\$0.00	\$5,786.50
1010540180	1010540180	22 BATHROOM PLUMBING	300	Lin. Feet	Repair and re-route as needed, existing sewer waste pipes	\$1,200.00	12.00	\$908.76	\$0.00	\$2,108.76
1010540182	1010540182	22 BATHROOM PLUMBING	200	Lin. Feet	run 3/4" water lines to NW existing bathrooms, via basement	\$1,000.00	30.00	\$2,271.90	\$0.00	\$3,271.90
1010580136	1010580136	24 HVAC	1500	Dollars	Reroute/modify/clean existing ductwork	\$1,500.00	0.00	\$0.00	\$0.00	\$1,500.00
1010520158	1010520158	35 ELECTRICAL	6	Pieces	phone openings	\$450.00	6.00	\$412.74	\$0.00	\$862.74
1010520168	1010520168	25 ELECTRICAL	6200	Dollars	Fire Alarm System, 24/7 monitoring, strobe and horns	\$6,200.00	0.00	\$0.00	\$0.00	\$6,200.00
RM10499642	RM10499642	12 ROOFING AND GUTTERS	500	Sq. Feet	Remove and replace plywood for roof decking where required	\$8,000.00	75.00	\$3,790.50	\$0.00	\$11,790.50
HM20045808	HM20045808	25 ELECTRICAL	8	Pieces	Provide and install wired electrical smoke detectors with battery back-up, within 10' of power, no paint/patch	\$200.00	16.00	\$1,040.00	\$0.00	\$1,240.00
HM20085410	HM20085410	21 GENERAL PLUMBING	4	Pieces	Provide and install point-of-use water heater to existing water and electrical supply at \$300	\$900.00	4.00	\$260.00	\$0.00	\$1,160.00
HM20159012	HM20159012	211 Handyman - BATHROOM ACCESSORIES	8	Pieces	Provide and install ADA compliant, grab bars into existing framing	\$640.00	4.00	\$260.00	\$0.00	\$900.00
			159,478			\$158,198.24	2,371	\$119,563.50	\$0.00	\$277,761.75
Sub-Total is: \$277,761.75										
			159,478			\$158,198.24	2,371	\$119,563.50	\$0.00	\$277,761.75
\$174,607.29										



REDEVELOPMENT AUTHORITY
Staff Report - Item 1
****SPECIAL MEETING****
Monday, September 21, 2015 at 4:45 pm
Municipal Building
625 52nd Street - Room 308 - Kenosha, WI 53140

Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin (District 3)
PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Michalski, District 3, has been notified. This item will also be reviewed by the Finance Committee before Final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 1805 63rd Street and 1919 63rd Street

1. See attached documents..

RECOMMENDATION:

A recommendation is made to approve the attached Agreement.



Zohrab Khajigian, Community Dev Specialist
</u2/aocet/cp/c/af/s/1RACK/2015/Sep21/Staff-agree-NewcoCap.doc>



Jeffrey E. Labahn, Director

TO: Mayor Bosman
Members of the Common Council
Finance Committee

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

RE: **Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin (District 3)**

DATE: September 21, 2015

This Agreement is to Terminate the Coordination for Remediation as to Particular Parcels by and between Kenosha Newco Capital, LLC, the City of Kenosha and the Redevelopment Authority of the City of Kenosha (RACK). This is for Lot 1, a vacant outlot and Lot 6, a vacant foundation. Previous Agreements were executed for Lot 3 (TCF Bank), Lot 4 (Subway) and Lot 5 (Pic N Save).

As stated in the attached Agreement, the City of Kenosha and RACK entered into a Contract of Purchase and Sale and Development Agreement on February 17, 2005 with Professional Realty and Development Corporation (PRDC) to develop the Uptown Brass Center within the area between 63rd Street, 18th Avenue, 65th Street and 20th Avenue. Included in the Agreement was a requirement to remediate the site in accordance with a Wisconsin Department of Natural Resources (WDNR) approved remedial action plan.

Also, stated in the Agreement, the City, RACK and developer executed and recorded subsequent documents to complement the original contract. This included two (2) Assignment and Assumption Agreements when the Center's ownership changed. The first assignment was to the Uptown Brass Development LLC, which was a partnership between PRDC and the Kilduff Company. The second assignment was to Kenosha Newco Capital, LLC, the current owners.

Attached is the Final Case Closure letter with Continuing Obligations issued by the WDNR dated September 10, 2014. This letter serves as evidence that Kenosha Newco Capital, LLC has complied with the remediation of the entire Center.

Please contact me at 262.653.4041 or via email at zkhaligian@kenosha.org if you have any questions.

AZK:kas
Attachments

AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

RECITALS

WHEREAS, Outokumpu Copper Kenosha, Inc., Atlantic Richfield Company, CITY, and TRC Companies, Inc., a Delaware corporation ("TRC") Entered into the Exit Strategy Contract dated March 28, 2002 ("**Exit Strategy Contract**"), a copy of which is on file in the Office of the Clerk of the City;

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, CITY and TRC entered into the Contract for Coordination of Remediation, dated March 11, 2005 ("**Remediation Contract**") as evidenced by a Memorandum of Contract for Coordination of Remediation between PRDC, CITY and TRC, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452831. The Memorandum of Contract for the Coordination of Remediation provides that it may be terminated by an agreement of the CITY and the then current owners; and

WHEREAS, PRDC and CITY entered into an Assignment and Assumption Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County,

Wisconsin as Document No. 1452834 ("First Assignment") under which CITY assigned and PRDC assumed all obligations of CITY under the Exit Strategy Contract and Remediation Contract which relates to the Initial Parcels (as defined by the First Assignment) only; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract and the Remediation Contract which relate to the Initial Parcels (as defined by the Uptown Assignment) only; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement, the Exit Strategy Contract, and the Remediation Contract ("Assignment Agreement").

WHEREAS, on September 10, 2014, the Wisconsin Department of Natural Resources provided a Final Closure with Continuing Obligations letter for the Properties described in Exhibits A1 and A2 attached hereto and incorporated herein.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Termination of Obligations Pursuant to Remediation Contract.** The obligations of KNC as provided in the Remediation Contract are terminated. The parties hereto acknowledge and agree that the termination provided in this Agreement is limited solely to the Properties described in and referred to in Exhibits A1 (Lot 6 of Certified Survey Map No. 2752) and A2 (Lot 1 of Certified Survey Map No. 2464).

2. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

3. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

5. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

7. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or

unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

8. Representation of Authority to Enter into Agreement. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signature Pages Follow

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority

BY: _____
KATHERINE MARKS, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2015, KATHERINE MARKS, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

EXHIBIT A-1

Property Legal Description

Lot 6 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

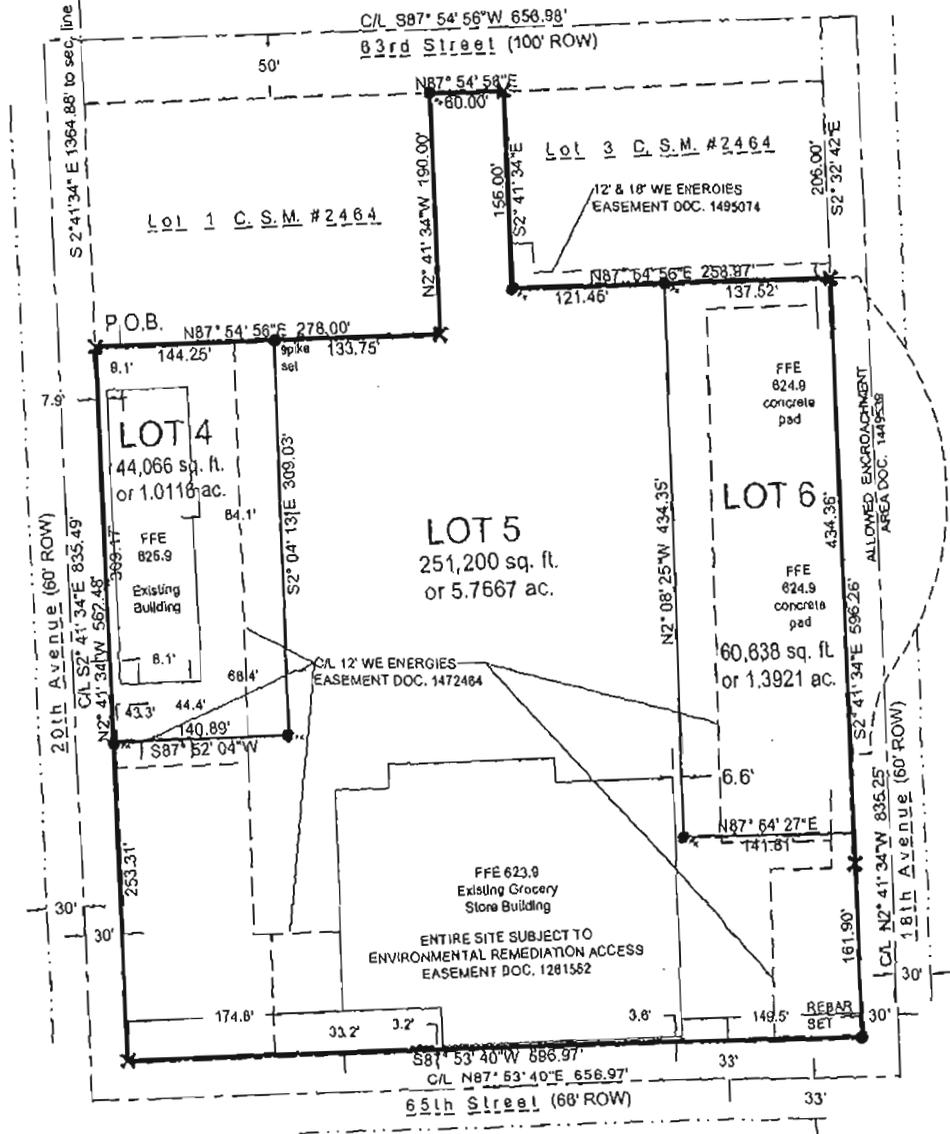
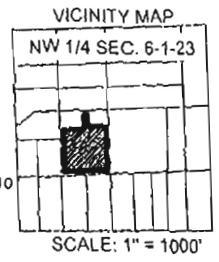
CERTIFIED SURVEY MAP NO. 2752

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

N 87°54'17" E 640.22'
N 87°54'17" E 2844.46' (total)
NW COR
NW 1/4
SEC. 8-1-23
N 219199.94
E 2582897.38

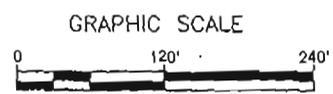
NE COR
NW 1/4
SEC. 8-1-23
N 219208.82
E 2585540.10

Owner/Subdivider:
Kenosha Newco Capital LLC
c/o Wanguard Advisors
1200 N. Mayfair Road, Suite 310
Milwaukee, WI 53226



LEGEND & NOTES:

- Set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.
- ✕ Set chiseled cross in concrete
- Set P. K. nail in asphalt



Coordinates & bearings referenced the Wisconsin State Plane Coordinate System with the north line of the NW 1/4 of Sec. 8-1-23, assumed to bear N 87°54'17" E, as published by SEWRPC, NAD 1927.

Property falls within FEMA Panel 55059C0203D, which contains no special flood hazard areas.

Zoning specifications in respect to building heights and setbacks can be found in Ch. 3 of the City of Kenosha Zoning Ordinance.



CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

(STATE OF WISCONSIN)

);SS

(MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, a Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest ¼ and Southwest ¼ of the Northwest ¼ of Section 6, Town 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 6; Thence North 87°54'17" East, 640.22 feet along the North line of said quarter section; Thence South 2°41'34" East, 1384.88 feet to the Point of Beginning of this description; Thence North 87°54'56" East, 278.00 feet along the South line of Lot 1 of Certified Survey Map No. 2464; Thence North 2°41'34" West, 190.00 feet along the East line of said Lot 1; Thence North 87°54'56" East, 60.00 feet along the South line of 63rd Street; Thence South 2°41'34" East, 156.00 feet along the West line of Lot 3 of Certified Survey Map No. 2464; Thence North 87°54'56" East, 258.97 feet along the South line of said Lot 3; Thence South 2°41'34" East, 596.26 feet along the West line of 18th Avenue; Thence South 87°53'40" West, 596.97 feet along the North line of 65th Street; Thence North 2°41'34" West, 562.48 feet along the East line of 20th Avenue to the Point of Beginning.

Said parcel contains a total of 355,904 square feet, or 8.170 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

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

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and City of Kenosha Ordinances in surveying, dividing and mapping the same.


3-24-14 (SEAL)
Baiba M. Rozite, Registered Wisconsin
Land Surveyor S-2351
Sigma Environmental
1300 W. Canal Street
Milwaukee, WI 53233



THE **SIGMA** GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PN 13795 Created by Kevin A. Slotka RLS 2503 March 26, 2014

Sheet 2 of 4
September 21, 2015 Pg. 170

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION

KENOSHA NEWCO CAPITAL, LLC, as owner, does hereby certify that said owner caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. KENOSHA NEWCO CAPITAL, LLC, as owner, does further certify that this map is required by s. 238.10 or 236.12 to be submitted to the following for approval or objection: CITY OF KENOSHA

WITNESS the hand and seal of said owner this 28 day of May, 2014.

By: KENOSHA NEWCO CAPITAL, LLC
[Signature]
signature

Stewart W. Wangard
printed name

STATE OF WISCONSIN)
:SS
Milwaukee COUNTY)

PERSONALLY came before me this 28 day of May, 2014, Stewart W. Wangard, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Signature Notary Public, State of Wisconsin

Leah Blankenship
Notary, printed name

My Commission Expires 3/13/16



THE SIGMA GROUP
Single Source. Smart Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

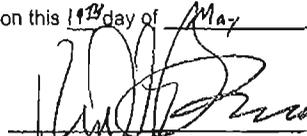
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2464, IN PART OF THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST, IN THE CITY OF KENOSHA, COUNTY OF KENOSHA, STATE OF WISCONSIN.

CITY OF KENOSHA COMMON COUNCIL APPROVAL

This Certified Survey Map, being a redivision of Lot 2 of Certified Survey Map No. 2464, in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Town 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, is hereby accepted by the Common Council of the City of Kenosha.

on this 19th day of May, 2014.



Keith G. Bosnian
Mayor

6/2/14
Date



Deb Selas
Clerk/Treasurer

6/2/14
Date



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha,

CERTIFIED SURVEY MAP No. 2464

D-244424976

BEING A RE-DIVISION OF ALL OF LOTS 1, 2, 3, AND 4 IN BLOCK 25 OF BOND'S SUBDIVISION, AND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWN 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

NW CORNER
NW QUARTER
6-1-23
BRASS MON. IN CONC.

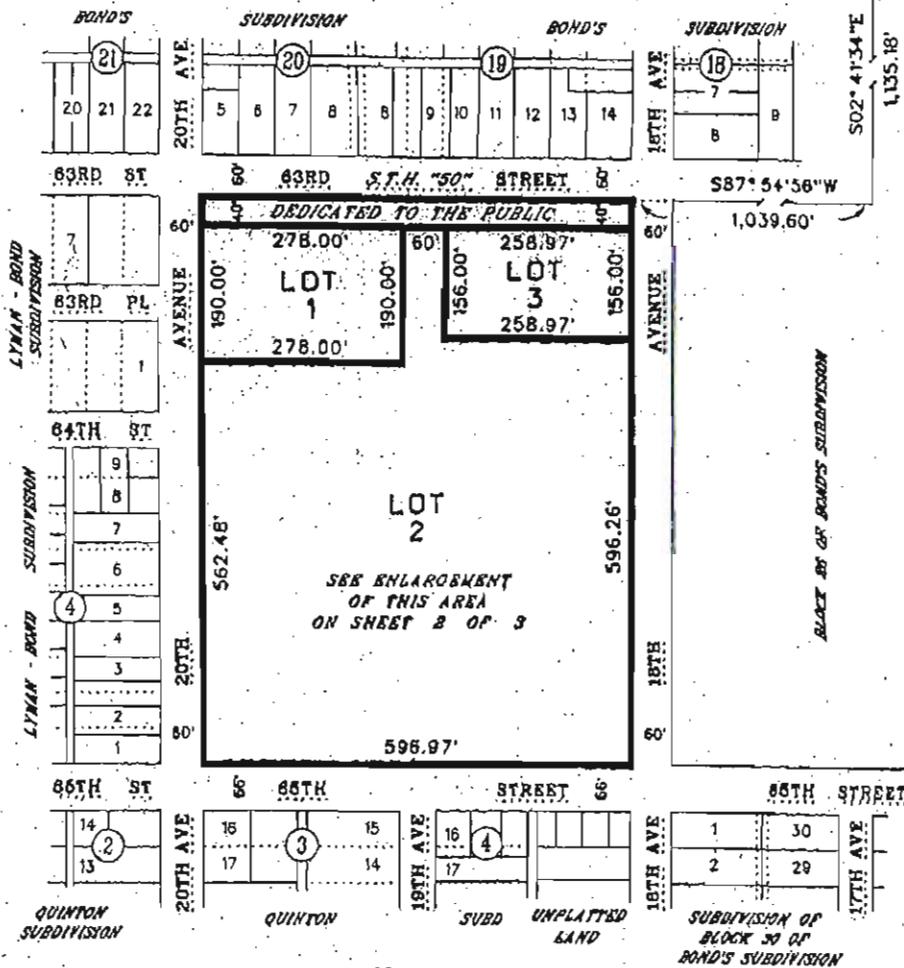
N87°54'17"E

2,644.48'meas., 2,644.46'SEWRPC

2,276.78'meas.

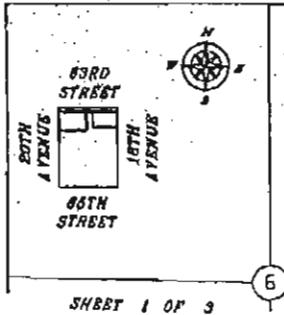
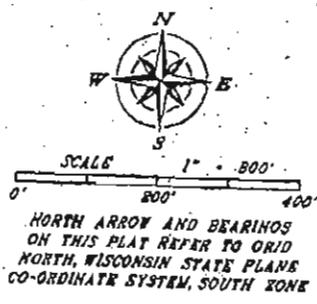
367.70'meas.

NE CORNER
NW QUARTER
6-1-23
BRASS MON.
IN CONC.



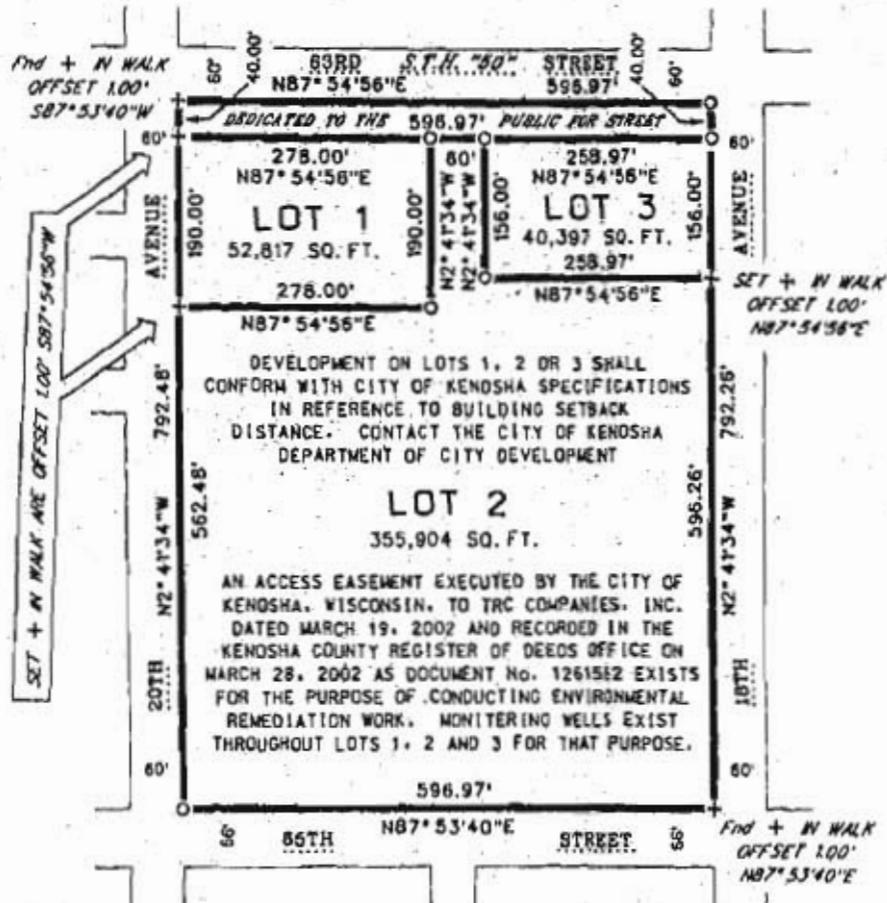
SEE LEGEND - SHEET 2

LOCATION SKETCH
NORTHWEST QUARTER
SECTION 6-1-23



KENNETH L. KANYUH
JANUARY 5, 2005
WI. REGISTERED LAND SURVEYOR No. S-2189
CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION PHONE 262-653-4050

CERTIFIED SURVEY MAP No. 2464



NOTE
 NO DEVELOPMENT SHALL TAKE PLACE ON LOTS 1, 2 OR 3 UNTIL A STORMWATER DRAINAGE PLAN IS SUBMITTED TO, AND APPROVED BY, THE CITY OF KENOSHA DEPARTMENTS OF CITY DEVELOPMENT AND PUBLIC WORKS - ENGINEERING

- LEGEND**
- ⊙ DENOTES WISCONSIN STATE PLANE CO-ORDINATE SYSTEM MONUMENT
 - + DENOTES CROSSCUT IN CONCRETE SURFACE
 - ⊙ DENOTES SET P.X. NAIL IN ASPHALTIC SURFACE
 - DENOTES 1 1/2" O.D. x 18" IRON PIPE, WEIGHT 1.13 LBS/LIN. FT.
 - Fnd DENOTES FOUND MONUMENT

ADDITIONAL INFORMATION
 SEE JAN. 15, 2004 PLAT OF SURVEY BY THIS OFFICE FOR LIST OF REFERENCE SURVEYS USED
 SEE ALSO JAN. 30, 2004 (REV. 3-15-04) ALTA/ACSM LAND TITLE SURVEY BY THIS OFFICE FOR ADDITIONAL INFORMATION



KENNETH L. KANYUH JANUARY 5, 2005
 WI, REGISTERED LAND SURVEYOR No. 5-2189
 CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
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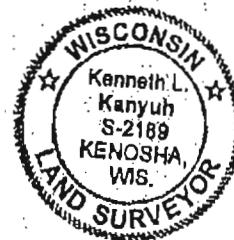
CERTIFIED SURVEY MAP No. 2464

I, Kenneth L. Kanyuh, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, a recorded subdivision with the Kenosha County Register of Deeds Office, said Block being in the Northwest Quarter of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, the exterior boundaries of which are described as follows: Commencing at the northwest corner of said Quarter Section; thence North 87° 54' 17" East along the north line of said Quarter Section, 2,276.78 feet; thence South 2° 41' 34" East, 1,136.18 feet to the northeast corner of Block 26 of said subdivision; thence South 87° 54' 58" West along the present south line of 83rd Street, 1,039.80 feet to the northeast corner of Block 25 of said subdivision and the point of beginning; thence South 2° 41' 34" East along the west line of 18th Avenue, 792.28 feet to the north line of 86th Street; thence South 87° 53' 40" West along said north line, 698.97 feet to the east line of 20th Avenue; thence North 2° 41' 34" West along said east line, 792.48 feet to the south line of 83rd Street, also known as State Trunk Highway "60"; thence North 87° 54' 58" East along said south line, 698.97 feet to the northeast corner of said Block 25 and the point of beginning. This description containing 472,998 square feet or 10.858 acres of land, more or less.

That I have complied with the provisions of Chapter 238.34 of the State Statutes on certified surveys and the subdivision regulation of the City of Kenosha. Dated this 5th day of January, 2005

KENNETH L. KANYUH
WI. REGISTERED LAND
SURVEYOR No. S-2189

K. Kanyuh



AS OWNER, The City of Kenosha, Inc., a municipal body corporate, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said corporation has caused the lands described on this plat to be surveyed, divided and mapped as represented on this plat. This plat is required by s.238.10 or 238.12 to be submitted to the Common Council of the City of Kenosha for approval or objection.

THE CITY OF KENOSHA, INC.

John M. Antaramian
MAYOR JOHN M. ANTARAMIAN

Jean Morgan
CITY CLERK JEAN MORGAN

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this _____ day of _____, 2005 the above named John M. Antaramian and Jean Morgan, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

My Commission Expires _____ NOTARY PUBLIC _____

Resolved that this Certified Survey Map has been submitted to and approved by the Common Council of the City of Kenosha on this 7th day of February, 2005.

John M. Antaramian
MAYOR JOHN M. ANTARAMIAN

SHEET 3 OF 3

Jean Morgan
CITY CLERK JEAN MORGAN



September 10, 2014

Kenosha Newco Capital
Stewart Wangard
1200 N Mayfair Rd Ste 220
Milwaukee WI 53226

KEEP THIS DOCUMENT WITH YOUR PROPERTY RECORDS

SUBJECT: Final Case Closure with Continuing Obligations
Outokumpu Copper Kenosha Former – West Side, Kenosha WI
1901-1919 63rd Street, Kenosha, WI
DNR BRRTS Activity #: 02-30-561839
FID #: 230209320

Dear Mr. Wangard:

The Department of Natural Resources (DNR) considers Outokumpu Copper Kenosha Former – West Side closed, with continuing obligations. No further investigation or remediation is required at this time. However, you, future property owners, and occupants of the property must comply with the continuing obligations as explained in the conditions of closure in this letter. Please read over this letter closely to ensure that you comply with all conditions and other on-going requirements. Provide this letter and any attachments listed at the end of this letter to anyone who purchases, rents or leases this property from you. For residential property transactions, you may be required to make disclosures under s. 709.02, Wis. Stats.

This final closure decision is based on the correspondence and data provided, and is issued under chs. NR 726 and 727, Wis. Adm. Code. The Southeast Region Remediation and Redevelopment Program Closure Committee reviewed the request for closure on August 7, 2014. The Closure Committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases.

This site is the west side of a former brass foundry and manufacturing plant that operated from 1886 to 1999. The site is currently bound between 63rd and 65th Streets and 18th and 20th Avenues in the City of Kenosha. The industrial facility was demolished in 2006 for redevelopment. Environmental responses to polynuclear aromatic hydrocarbons (PAH), metals, petroleum volatile organic compounds (PVOC), and chlorinated volatile organic compounds (CVOC) contamination included excavations, capping, and vapor intrusion mitigation systems. The conditions of closure and continuing obligations required were based on the property being used for commercial and institutionally held mixed commercial/residential purposes.

Continuing Obligations

The continuing obligations for this site are summarized below. Further details on actions required are found in the section Closure Conditions.

- Groundwater contamination is present above ch. NR 140, Wis. Adm. Code enforcement standards.
- Residual soil contamination exists that must be properly managed should it be excavated or removed.
- One or more monitoring wells were not located and must be properly filled and sealed if found.
- Pavement, buildings, and soil cover must be maintained over contaminated soil and the DNR must approve any changes to this barrier.
- If a structural impediment that obstructed a complete site investigation or cleanup is removed or modified, additional environmental work must be completed.

- Vapor intrusion mitigation systems must be operated and maintained, and inspections must be documented.
- Remaining soil contamination could result in vapor intrusion if future construction activities occur. Vapor control technologies will be required for occupied buildings, unless the property owner assesses the potential for vapor intrusion, and the DNR agrees that vapor control technologies are not needed.

The DNR fact sheet, "Continuing Obligations for Environmental Protection", RR-819, helps to explain a property owner's responsibility for continuing obligations on their property. The fact sheet may be obtained at <http://dnr.wi.gov/files/PDF/pubs/rr/RR819.pdf>.

GIS Registry

This site will be included on the Bureau for Remediation and Redevelopment Tracking System (BRRTS on the Web) at <http://dnr.wi.gov/topic/Brownfields/clean.html>, to provide public notice of residual contamination and of any continuing obligations. The site can also be viewed on the Remediation and Redevelopment Sites Map (RRSM), a map view, under the Geographic Information System (GIS) Registry layer, at the same web address.

DNR approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with s. NR 812.09 (4) (w), Wis. Adm. Code. This requirement applies to private drinking water wells and high capacity wells. To obtain approval, complete and submit Form 3300-254 to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at <http://dnr.wi.gov/topic/wells/documents/3300254.pdf>.

All site information is also on file at the Southeast Regional DNR office at 9531 Rayne Road, Sturtevant, WI 53177. This letter and information that was submitted with your closure request application, including any maintenance plan and maps, can be found as a Portable Document Format (PDF) in BRRTS on the Web.

Prohibited Activities

Certain activities are prohibited at closed sites because maintenance of a barrier is intended to prevent contact with any remaining contamination. When a barrier is required, the condition of closure requires notification of the DNR before making a change, in order to determine if further action is needed to maintain the protectiveness of the remedy employed. The following activities are prohibited on any portion of the property as shown on the attached map, Detailed Site Map, B.1.b, July 2014, unless prior written approval has been obtained from the DNR:

- removal of the existing barrier or cover;
- replacement with another barrier or cover;
- excavating or grading of the land surface;
- filling on covered or paved areas;
- plowing for agricultural cultivation;
- construction or placement of a building or other structure;
- changing the use or occupancy of the property to single-family residential use.
- changing the construction of a building that has a vapor mitigation system in place.

Closure Conditions

Compliance with the requirements of this letter is a responsibility to which the current property owner and any subsequent property owners must adhere. DNR staff will conduct periodic prearranged inspections to ensure that the conditions included in this letter and the attached maintenance plan are met. If these requirements are not followed, the DNR may take enforcement action under s. 292.11, Wis. Stats. to ensure compliance with the specified requirements, limitations or other conditions related to the property.

Please send written notifications in accordance with the following requirements to:

Department of Natural Resources
Attn: Remediation and Redevelopment Program Environmental Program Associate
2300 North Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212

Residual Groundwater Contamination (ch. NR 140, 812, Wis. Adm. Code)

Groundwater contamination greater than enforcement standards is present both on this contaminated property and off this contaminated property, as shown on the attached map, **2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014**. If you intend to construct a new well, or reconstruct an existing well, you'll need prior DNR approval. Affected property owners and right-of-way holders were notified of the presence of groundwater contamination.

Residual Soil Contamination (ch. NR 718, chs. 500 to 536, Wis. Adm. Code or ch. 289, Wis. Stats.)

Soil contamination remains across the entire site as indicated on the attached map, **Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014**. If any site soils are excavated in the future, the property owner or the right-of-way holder at the time of excavation must sample and analyze the excavated soil to determine if contamination remains. If sampling confirms that contamination is present, the property owner or right-of-way holder at the time of excavation will need to determine whether the material is considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable standards and rules. Contaminated soil may be managed in accordance with ch. NR 718, Wis. Adm. Code, with prior DNR approval.

In addition, all current and future owners and occupants of the property and right-of-way holders need to be aware that excavation of the contaminated soil may pose an inhalation or other direct contact hazard and as a result special precautions may need to be taken to prevent a direct contact health threat to humans.

Depending on site-specific conditions, construction over contaminated soils or groundwater may result in vapor migration of contaminants into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and means of mitigation should be evaluated when planning any future redevelopment, and measures should be taken to ensure the continued protection of public health, safety, welfare and the environment at the site.

Monitoring Wells that could not be Properly Filled and Sealed (ch. NR 141, Wis. Adm. Code)

Monitoring well(s) MW-2, MW-6, MW-22 and MW-102 located on site shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, could not be properly filled and sealed because they were missing due to being paved over, covered or removed during site development activities. Your consultant made a reasonable effort to locate the wells and to determine whether they were properly filled and sealed, but was unsuccessful. You may be held liable for any problems associated with the monitoring wells if they create a conduit for contaminants to enter groundwater. If any of the groundwater monitoring wells are found, the then current owner of the property on which the well is located is required to notify the DNR, to properly fill and seal the wells and to submit the required documentation to the DNR.

Cover or Barrier (s. 292.12 (2) (a), Wis. Stats., s. NR 726.15, s. NR 727.07 Wis. Adm. Code)

The pavement, building foundations, and soil cover that exists in the location shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, shall be maintained in compliance with the attached **Maintenance Plan** in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the groundwater standards in ch. NR 140, Wis. Adm. Code, and prevent direct contact with residual soil contamination that might otherwise pose a threat to human health.

The vapor barrier that exists in the location (Building Cap) shown on the attached map, Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014, as part of the sub-floor, shall be maintained in compliance with the attached Maintenance Plan in order to prevent or limit vapor intrusion into the building.

A cover or barrier for industrial land uses, or certain types of commercial land uses may not be protective if the use of the property were to change such that a residential exposure would apply. This may include, but is not limited to single or multiple family residences, a school, day care, senior center, hospital or similar settings. In addition, a cover or barrier for multi-family residential housing use may not be appropriate for use at a single family residence.

The cover approved for this closure was designed to be protective for a multi-family residential use setting. Before using the property for single family residential purposes, you must notify the DNR at least 45 days before taking an action, to determine if additional response actions are warranted.

A request may be made to modify or replace a cover or barrier. The replacement or modified cover or barrier must be protective of the revised use of the property, and must be approved in writing by the DNR prior to implementation.

The attached Maintenance Plan and Inspection Logs are to be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

Structural Impediments (s. 292.12 (2) (b), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)

The remaining concrete foundations in the South Degreaser Area as shown on the attached map, Detailed Site Map, B.1.b July 2014, made complete investigation and/or remediation of the soil contamination on this property impracticable. If the structural impediment is to be removed, the property owner shall notify the DNR at least 45 days before removal, and conduct an investigation of the degree and extent of CVOC, PAH, and metals contamination below the structural impediment. If contamination is found at that time, the contamination shall be properly remediated in accordance with applicable statutes and rules.

Vapor Mitigation or Evaluation (s. 292.12 (2), Wis. Stats., s. NR 726.15, s. NR 727.07, Wis. Adm. Code)

Vapor intrusion is the movement of vapors coming from volatile chemicals in the soil or groundwater, into buildings where people may breathe air contaminated by the vapors. Vapor mitigation systems are used to interrupt the pathway, thereby reducing or preventing vapors from moving into the buildings.

Vapor Mitigation System: Soil vapor beneath the buildings contains CVOC at levels that would pose a long-term risk to human health, if allowed to migrate into an occupied building on the property. The vapor mitigation systems, installed by 2007, must be operated, maintained and inspected in accordance with the attached Maintenance Plan. System components must be repaired or replaced immediately upon discovery of a malfunction. Annual inspections and any system repairs must be documented in the applicable Inspection Log. The inspection logs shall be kept up-to-date and on-site indefinitely. Inspections shall be conducted annually, in accordance with the attached maintenance plan. Submit the inspection logs to the DNR annually, starting November 30, 2014.

The integrity of the floors, building, and pavements that exist on the property, shown on the attached map, Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014, must be maintained in compliance with the attached Maintenance Plan. This will help ensure proper functioning of the vapor mitigation system, limiting vapor intrusion to indoor air spaces.

A copy of the Maintenance Plan must be provided to each property owner. The property owner must notify occupants, and provide the Maintenance Plan to any occupant that is responsible for continued operation of the vapor mitigation system.

Future Concern: CVOC remain in soil and/or groundwater across the property, as shown on the attached map, **Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014**, at levels that may be of concern for vapor intrusion in the future, depending on construction and occupancy of a building. Due to the presence of significant source areas of CVOC on the property, care should be taken to mitigate the potential for vapor intrusion. Therefore, before a building is constructed and/or an existing building is modified, the property owner must notify the DNR at least 45 days before the change. Vapor control technologies are required for construction of occupied buildings unless the property owner assesses the vapor pathway and DNR agrees that vapor control technologies are not needed.

General Wastewater Permits for Construction Related Dewatering Activities

The DNR's Water Quality Program regulates point source discharges of contaminated water, including discharges to surface waters, storm sewers, pits, or to the ground surface. This includes discharges from construction related dewatering activities, including utility and building construction.

If you or any other person plan to conduct such activities, you or that person must contact that program, and if necessary, apply for the necessary discharge permit. Additional information regarding discharge permits is available at <http://dnr.wi.gov/topic/wastewater/GeneralPermits.html>. If residual soil or groundwater contamination is likely to affect water collected in a pit/trench that requires dewatering, a general permit for Discharge of Contaminated Groundwater from Remedial Action Operations may be needed. If water collecting in a pit/trench that requires dewatering is expected to be free of pollutants other than suspended solids and oil and grease, a general permit for Pit/Trench Dewatering may be needed.

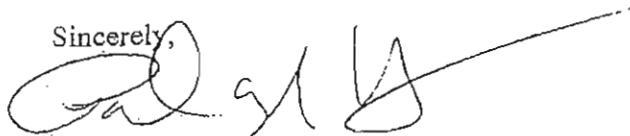
In Closing

Please be aware that the case may be reopened pursuant to s. NR 727.13, Wis. Adm. Code, for any of the following situations:

- if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment,
- if the property owner does not comply with the conditions of closure, with any deed restrictions applied to the property, or with a certificate of completion issued under s. 292.15, Wis. Stats, or
- a property owner fails to maintain or comply with a continuing obligation (imposed under this closure approval letter).

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this closure decision or anything outlined in this letter, please contact Doug Cieslak at 262-884-2344, or at Douglas.Cieslak@Wisconsin.Gov.

Sincerely,



Pamela A. Mylotta, Southeast Region Team Supervisor
Remediation & Redevelopment Program

Attachments:

- 2013 Groundwater NR 140 Exceedances Map, B.3.b, June 2014
- Detailed Site Map, B.1.b, July 2014

- Non-Industrial Direct Contact RCL Exceedance Overview Map, B.2.c.i, July 2014
- Vapor and Cap Maintenance Plan Site Map, Figure 1, September 2014
- Maintenance Plan, Attachment D, August 2014

cc. TRC Environmental Corporation
Chris Harvey
230 West Monroe St Ste 2300
Chicago IL 60606

City of Kenosha
Zohrab Khaligian
625 52nd St Rm 308
Kenosha WI 53140

SHELLY BILLINGSLEY, MBA, PE
Acting Director
sbillingsley@kenosha.org
625 52nd Street, Room 305
Kenosha, WI 53140



CATHY AUSTIN, PE
Assistant City Engineer
caustin@kenosha.org
T: 262.653.4050
F: 262.653.4056

September 15, 2015

To: Patrick A. Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, MBA, PE
Acting Director of Public Works/City Engineer

A handwritten signature in black ink that reads "Shelly Billingsley". The signature is written over the printed name in the "From:" field.

Subject: Stormwater Management Practices Maintenance Agreement for Stormwater
Maintenance Facilities Between the City of Kenosha, Wisconsin and NHPCO
Wisconsin, LLC

BACKGROUND/ANALYSIS

This item was referred from the City Attorney's office. Staff has reviewed the agreement and has no objections.

RECOMMENDATION

Staff recommends approval.

SAB/kjb



STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR
STORMWATER MANAGEMENT FACILITIES
BETWEEN THE CITY OF KENOSHA,
WISCONSIN, AND NHPCO WISCONSIN, LLC

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

08-222-35-226-026

Parcel Identification Number

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MANAGEMENT FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,
a Municipal Corporation,

And

NHPCO WISCONSIN, LLC,

a Delaware Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution, is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY"), and NHPCO WISCONSIN, LLC, a Delaware limited liability company, 353 N. Clark Street, Suite 3300, Chicago, Illinois 60654 ("OWNER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, NHPCO WISCONSIN, LLC is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE", as the successor by merger to NHP WI ALZ, LLC pursuant to the Certificate of Merger recorded with the Kenosha County Register of Deeds on May 20, 2009 as Document No. 1589023; and

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit (hereinafter referred to as "Stormwater Management Facilities") be designed, constructed and maintained on the REAL ESTATE to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement; and

WHEREAS, the CITY requires that the on-site Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, the CITY and the OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities on the REAL ESTATE as often as conditions require, but in any event at least twice each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the REAL ESTATE. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the REAL ESTATE. The inspections shall cover all Stormwater Management Facilities on the REAL ESTATE including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.
2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities on the REAL ESTATE, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as "Maintenance Standards".
3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary to investigate reported deficiencies, respond to citizen complaints, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement, and a directive to commence with

corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility. The Director of the CITY Stormwater Utility, or designee thereof, will maintain public records of the results of the site inspections.

4. The OWNER and the OWNER'S successors and assigns may delegate the obligations imposed by this Agreement to any tenant of the REAL ESTATE (each, a "Tenant"), including Azura Kenosha North, LLC, the tenant of the REAL ESTATE as of the date of execution of this Agreement. The delegation of any obligations imposed by this Agreement to any tenant of the REAL ESTATE shall not relieve the OWNER or the OWNER'S successors and assigns from any obligations imposed upon the OWNER or the OWNER'S successors and assigns pursuant to this Agreement. The delegation of any obligations imposed by this Agreement to any tenant of the REAL ESTATE shall not be inconsistent with the terms of this Agreement.
5. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities on the REAL ESTATE in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Director of the CITY Stormwater Utility, the CITY may take one or more of the following actions:
 - a. Issue a citation to the OWNER, the OWNER'S successors and assigns or any Tenant under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.
 - b. Perform the corrective actions identified in the Inspection Report and assess the OWNER, the OWNER'S successors and assigns, including any owners' association, or any Tenant for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes in accordance with Section 7 below. Except for the Stormwater Management Facilities required pursuant to Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit and this Agreement, this provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER or to make any alterations to any existing structure on the REAL ESTATE. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the REAL ESTATE, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
 - c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until the OWNER, the

OWNER'S successors and assigns, or Tenant submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the CITY Stormwater Utility that all required corrective actions have been taken.

6. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities on the REAL ESTATE in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by CITY from time to time, provided OWNER is given prior written notice of any such amendments. 7. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER or the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder. Failure of the OWNER and the OWNER'S successors and assigns, including any owners' association, to reimburse the CITY within thirty (30) days shall result in the costs being assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes.
8. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.
9. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the REAL ESTATE, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the REAL ESTATE.
10. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

NHPCO WISCONSIN, LLC
c/o Nationwide Health Properties, LLC

10350 Ormsby Park Place, Suite 300
Louisville, Kentucky 40223
Attention: Lease Administration

With copies to:

NHPCO WISCONSIN, LLC
c/o Nationwide Health Properties, LLC
353 N. Clark Street, Suite 3300
Chicago, Illinois 60654
Attention: Legal Department

b. CITY:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein.

Signature pages follow

NHPCO WISCONSIN, LLC,
a Delaware Limited Liability Company

By: Doug Johnson

NAME: Doug Johnson

TITLE: Authorized Signatory

Date: 9.11.15

STATE OF Illinois)
 :SS
COUNTY OF Cook)

Personally came before me this 11th day of September, 2015, Theresa Kwasinski
Doug Johnson of NHPCO WISCONSIN, LLC, a Delaware limited liability
company, to me known to be such Authorized Signatory of said limited liability company, and
acknowledged to me that he executed the foregoing instrument as such authorized signatory as the
agreement of said limited liability company by its authority.



Theresa M Kwasinski
Notary Public, County of Cook
My Commission expires/is: 08/05/18

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 12, Westview Industrial Park, a subdivision of part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, all in Section 35, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin

EXHIBIT B

Stormwater Inspection and Maintenance Checklist

Owner: _____ Phone No.: _____
 Parcel No.: _____ Address: _____
 City: _____ State: _____
 Zip: _____ Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection 6 Month
 Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Stormceptor or Equivalent Unit				
Overall Condition				
Lids and Access				
Sediment Level	-	-	Sediment Level	
Cleaning Required	Yes	No		Attach Manufacturer's recommendations for cleaning
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No	Sediment Level	
Sediment Level	-	-		
Dredging Required	Yes	No		
Dry Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Condition of Basin Bottom				
Erosion				
Invasive Plants	Yes	No		
Sediment Removal				
Excavation Required	Yes	No		
Bioretention Basin				
Overflow Pipe				
Condition of Water Plants				
Vegetation				
Standing Water	Yes	No		
Condition of Plantings				
Is trash evident	Yes	No		

Bioretention Basin (continued)				
Soil Test Bioretention	Yes	No	If Yes when	
			Ph Level	
Sediment Level				
Infiltration Basin/Trench				
Spreader				
Overflow Spillway				
Vegetation				
Standing Water	Yes	No		
50% of basin floor wet 3 days after rainfall	Yes	No		
Are plants at least 5-6 inches	Yes	No		
Has the Basin been burned	Yes	No	If Yes when	
Is trash evident	Yes	No		
Rain Garden				
Weeds	Yes	No		
Condition of Plants				
			height	
Vegetation				
Standing Water	Yes	No		
Is trash evident	Yes	No		
Dead Plants evident	Yes	No		
			Mowed When	
Vegetated Swales				
Pesticides and Fertilizers Used	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Litter and Debris	Yes	No		
Proper Drainage	Yes	No		
Vegetated Swales				
Proper Drainage	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Level Spreader Condition				
Underground Storage Systems				
Outlet Structure Condition				
Inlet Pipe Conditions				
Sediment Level	height		% of Area	
Floating debris	Yes	No		
Cracked or Damaged Sections	Yes	No		
Signature of Inspector	_____			Date _____
Signature of Owner	_____			Date _____

EXHIBIT C

Storm Water Maintenance Standards

1. **Greenspace:** Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. **Curb & Gutter:** All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. **Storm Sewer:** All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. **Catch Basins and inlets:** All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. **Gutters and Downspouts:** All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. **Proprietary Device (Stormceptors or equivalent units):** All proprietary devices shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to the Stormwater Inspection and Maintenance Checklist.
7. **Detention Basins – General**
 - a. **Dry or Wet Detention Basins**
 1. **Outlet Structure Maintenance:** Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 2. **Downstream Stormwater Conveyance:** Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be

made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way and determined by the investigation to be originating from the REAL ESTATE must be removed within 30 days. Any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. **Mowing:** The grass areas (not including no-mow or native grass areas) must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage or within one week of area being sufficiently dry. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. **Maintenance of Plantings:** All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept reasonably free of weeds. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced.
5. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. **Invasive plant species:** Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. **Use of chemicals:** No fertilizer or weed killer shall be used with the detention basin parcel.
8. **Alterations to the detention basin:** No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

b. **Dry Detention Basins – In addition to the above requirements**

1. **Sediment removal:** Sediment shall be removed from low flow concrete channels anytime it achieves a depth of greater than three inches or supports vegetation. Dry bottom detention basins shall be examined yearly for excessive sediment buildup; and any deposits that interfere with proper drainage shall be excavated and the area topsoiled and reseeded. At least every ten years a topographic survey of the dry basin, that shows the extent of sedimentation in the detention basin, shall be done and furnished to the City. At such time as the original capacity of the basin is decreased by 5% the bottom shall be excavated to restore the original capacity.
 2. **Bottom Condition:** Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be re-graded or tiled.
- c. **Wet Detention Basins – In addition to the above requirements**
1. **Mowing:** Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
 2. **Control of water plants:** Some water plants are desirable as they provide a balanced environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on aesthetics.
 3. **Sediment removal:** Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

8. Bioretention Basins:

a. Functional Inspection:

1. **Litter and Debris:** Basins shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the basin or at the overflow pipe shall be removed and disposed of offsite. Any blockage of the basin outlet must be addressed immediately. Blockage of the

outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the entire bottom area of the basin will need to be reseeded.

2. **Mowing:** The grass areas (not including no-mow or native grass areas) must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage or within one week of area being sufficiently dry. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
3. **Maintenance of Plantings:** All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept reasonably free of weeds. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced.
4. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
5. **Invasive plant species:** Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
6. **Soil Inspection:** The basin shall have soil tests performed at least every 5 years for pH.
7. **Alterations to the Basin:** No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Infiltration Basins and Infiltration Trenches:

- a. **Functional Inspection:** An infiltration basin/trench shall be inspected and if standing water is observed in over 50% of the basin bottom 3 days after rainfall the basin shall be unclogged. Unclogging options would be to remove the top 2-3 inches, chisel plow, and add topsoil and compost. If deep tilling is used, the basin shall be drained and the soils must be dry at a depth of 8 inches before work may be performed. If turf grass was used and the basin clogs again, then the basin shall be replanted with Prairie style vegetation.
- b. **Mowing:** An infiltration basin/trench shall not be mowed until plants are a height of 10-12 inches if newly planted. Once plants are established they shall be mowed to a height not less than 5-6 inches. Since burning cannot be done, then the basin/trench shall be mowed once in the fall (after Nov. 1).
- c. **Pretreatment:** Inspect pretreatment area for sediment and clean as required.
- d. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

10. Rain Garden

- a. **Weeding:** A rain garden shall be weeded the first couple of years until the plants are well established or as needed to promote plant growth.
- b. **Plant Trimming:** Once the plants are between 4-6 inches in height all tattered plants shall be cut back.
- c. **Dead Plant Removal:** Cut the rain garden to a height of 6-8 inches by use of a mower if able to be raised to that height, a weed-eater or other appropriate equipment to stimulate plant growth.

11. Vegetated Swales

- a. **Pesticides and Fertilizers:** Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. **Mowing:** The swale shall be mowed or cut to the height needed for proper function.
- c. **Sediment Removal:** When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.
- d. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the

repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
- f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.

12. Filter Strips

- a. Mowing: The filter strip shall be mowed or cut to the height needed for proper function approximately 2-3 times per year. The grass areas (not including no-mow or native grass areas) must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. The filter strip shall be mowed only when the soil is firm and is less susceptible to rutting. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage or within one week of area being sufficiently dry. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
- b. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.
- c. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
- d. Level Spreader Maintenance: Level Spreaders shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the level spreader shall be removed and disposed of offsite. Any blockage of the level spreader must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the filter strip shall be reseeded.
- e. Sediment Removal: When sediment is accumulated the filter strip shall be regraded and seeded.

13. Underground Detention Facilities

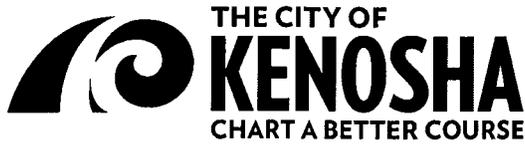
- a. Sediment Removal: Detention Chambers must be cleaned, when it exceeds 5% of the storage area, to remove accumulated trash, sediment and other debris or more often based on manufacturer's recommendations. This debris must be removed from the pipes and not allowed to travel downstream.

- b. Annual Inspections:
 - 1.The Drain Inlets and outlets shall be inspected for debris and obstructions to ensure that runoff can move freely within the facility.

 - 2.Inspect facility for floating debris and sediment buildup.

 - 3.The Detention Chambers shall be inspected to ensure that they are not cracked or damaged and all necessary repairs must be made.

- 14. Other Devices will be reviewed on a case by case basis.



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

September 17, 2015

To: Eric Haugaard, Chairman, Public Works Committee
Daniel Prozanski, Jr, Chairman, Finance Committee

From: Shelly Billingsley, MBA, PE 
Acting Director of Public Works/City Engineer

Cc: Alderman Kurt Wicklund
8th District

Subject: Change Order for Project 15-1013 26th Avenue CDBG Resurfacing

BACKGROUND INFORMATION

Staff allotted some funding for work required to correct sub-surface soil conditions however during construction it was found that there was significantly more sub-surface soil conditions than anticipated. These conditions were found at each intersection and two smaller areas thus requiring the contractor to perform additional work.

RECOMMENDATION

Staff recommends approval of change order increasing the amount by \$20,000 from \$313,000 to \$333,000.

SAB/kjb

THE CITY OF KENOSHA
CHANGE ORDER

Project Name:	26 th Avenue Resurfacing
Project Number:	15-1013
C.I.P. Line Item:	IN-93-002
Purchase Order #:	150897
Contractor:	Cicchini Asphalt, LLC
Public Works Committee Action:	9/21/15
Finance Committee:	9/21/15
Date of Common Council Action:	9/21/15

City and contractor agree that the above contract is amended by increasing the amount of the contract by **\$20,000** from **\$313,000** to **\$333,000**. This amendment is needed due to unforeseen conditions during construction.

This change order is approved by:

CONTRACTOR



Cicchini Asphalt LLC
DATE Attilio J. Cicchini
President

September 11, 2015

CITY OF KENOSHA, MAYOR

DATE

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 16

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 08/16/15 through 08/31/15 and have approved the disbursement as follows:

1. Checks numbered from 151444 through 151795 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	21,518,469.78

SUBTOTAL	21,518,469.78
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PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,266,503.75
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TOTAL DISBURSEMENTS APPROVED	22,784,973.53
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Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

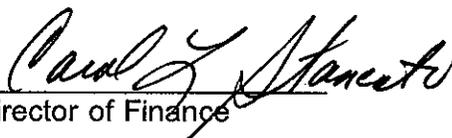
Rocco LaMacchia Sr.

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 #16

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 09/10/15

Prepared By: *MSE*

Reviewed By: *clw*

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151444	8/19	RNOW, INC.	630-09-50101-393-000	07/15-SE PARTS/MATER	1,013.79
			630-09-50101-393-000	07/15-SE PARTS/MATER	629.71
			630-09-50101-393-000	07/15-SE PARTS/MATER	616.80
			630-09-50101-393-000	07/15-SE PARTS/MATER	505.80
			630-09-50101-393-000	07/15-SE PARTS/MATER	505.80
			630-09-50101-393-000	07/15-SE#3046 PARTS/	330.02
				..... CHECK TOTAL	3,601.92
151445	8/19	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/1-15/15 CONTRIBS	54,363.54
			110-00-21599-000-000	08/1-15/15 CONTRIBS	9,718.49
			110-00-21524-000-000	8/1-15/15 CONTRIBS	710.00
				..... CHECK TOTAL	64,792.03
151446	8/19	M A TRUCK PARTS	206-02-52205-344-000	07/15 FD MATERIALS &	682.44
			110-02-52203-344-000	07/15 FD MATERIALS &	489.04
				..... CHECK TOTAL	1,171.48
151447	8/19	SHERWIN WILLIAMS CO.	110-03-53109-375-000	07/15 ST PAINT/SUPPL	247.34
151448	8/19	KENOSHA WATER UTILITY	227-09-50101-223-000	4/30-6/30/15 SWU	1,047.98
151449	8/19	KENOSHA WATER UTILITY	110-05-55109-223-000	4/30-6/30/15 SWU	7,602.46
			461-11-51401-581-000	4/30-6/30/15 SWU	611.54
			524-05-50101-223-000	4/30-6/30/15 SWU	608.66
			110-03-53103-223-000	4/30-6/30/15 SWU	454.74
			520-09-50301-223-000	4/30-6/30/15 SWU	416.18
			110-01-51802-223-000	2906 14 AV-SWU	409.00
			445-11-50901-589-000	4/30-6/30/15 SWU	298.52
			463-11-51101-589-000	4/30-6/30/15 SWU	253.50
			110-03-53116-223-000	4/30-6/30/15 SWU	229.26
			110-02-52203-223-000	4/30-6/30/15 SWU	149.44
			519-09-50124-223-000	4/30-6/30/15 SWU	112.74
			519-09-50103-223-000	4/30-6/30/15 SWU	108.70
			519-09-50106-223-000	4/30-6/30/15 SWU	85.68
			110-01-51802-223-000	8927 SHERIDAN-SWU	73.62
			519-09-50109-223-000	4/30-6/30/15 SWU	62.86
			110-09-56519-259-000	4/30-6/30/15 SWU	55.18
			110-01-51802-223-000	6523 14 AVE-SWU	54.98
			519-09-50120-223-000	4/30-6/30/15 SWU	45.32
			110-01-51802-223-000	2916 SHER-SWU	44.02
			519-09-50118-223-000	4/30-6/30/15 SWU	40.02
			519-09-50116-223-000	4/30-6/30/15 SWU	37.46
			519-09-50105-223-000	4/30-6/30/15 SWU	37.46
			110-01-51802-223-000	5512 19 AV-SWU	36.36
			110-01-51802-223-000	1715 52 ST-SWU	27.58
			110-01-51802-223-000	715 56 ST-SWU	24.30
			110-01-51802-223-000	1710 53 ST-SWU	15.54
			110-01-51802-223-000	1801 52 ST-SWU	13.34

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-223-000	1822 53 ST-SWU	12.24
			110-01-51802-223-000	1715 52 ST-SWU	8.96
			110-01-51802-223-000	2401 14 AVE-SWU	8.96
			110-01-51802-223-000	1515 52 ST-SWU	7.86
				..... CHECK TOTAL	11,946.48
151450	8/19	WE ENERGIES	110-05-55111-221-000	#30 06/25-07/27	4,633.78
			633-09-50101-221-000	#30 06/01-06/30	3,050.50
			110-03-53109-221-000	#30 06/25-07/27	2,470.94
			110-02-52203-221-000	#30 06/29-07/29	1,554.62
			110-03-53109-221-000	#30 06/28-07/28	1,382.05
			632-09-50101-221-000	#30 06/01-06/30	1,183.75
			110-03-53109-221-000	#30 06/24-07/26	1,099.50
			110-05-55109-221-000	#30 06/25-07/27	980.89
			110-03-53103-221-000	#30 04/30-06/30	827.34
			522-05-50102-221-000	#30 06/22-07/22	777.41
			110-03-53116-221-000	#30 06/23-07/23	674.37
			110-03-53109-221-000	#30 06/23-07/23	659.69
			110-05-55109-221-000	#30 06/23-07/23	618.34
			110-03-53109-221-000	#30 06/22-07/22	539.70
			110-05-55109-221-000	#30 06/22-07/22	425.45
			110-02-52203-221-000	#30 06/02-07/01	319.36
			110-03-53103-221-000	#30 06/28-07/28	164.62
			110-03-53109-221-000	#30 05/31-06/29	121.88
			519-09-50103-221-000	#30 06/28-07/28	82.47
			110-05-55109-222-000	#30 05/31-06/29	44.64
			110-05-55109-221-000	#30 06/24-07/26	38.84
			110-03-53109-221-000	#30 06/24-07/23	32.97
			110-03-53117-221-000	#30 06/23-07/23	32.58
			110-05-55106-222-000	#30 06/24-07/26	28.53
			110-05-55109-221-000	#30 06/28-07/28	17.23
			110-05-55109-222-000	#30 06/28-07/28	16.59
			522-05-50102-222-000	#30 06/22-07/22	13.65
			110-05-55111-222-000	#30 06/25-07/26	10.23
			110-05-55109-222-000	#30 06/22-07/22	9.90
				..... CHECK TOTAL	21,811.82
151451	8/19	REINDERS INC.	630-09-50101-393-000	07/15 CE #3044 PARTS	956.64
151452	8/19	AMERICAN BOTTLING CO.	524-05-50101-397-000	08/15-GO SOFT DRINKS	146.48
			524-05-50101-397-000	07/15-GO SOFT DRINKS	73.62
			 CHECK TOTAL	220.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151453	8/19	WISCONSIN FUEL & HEATING	630-09-50101-392-000	08/15-CE DIESEL FUEL	13,857.28
151454	8/19	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000 630-09-50101-235-000	07/15 SE FUEL PUMP R 07/15 SE FUEL PUMP R CHECK TOTAL	323.75 64.39 388.14
151455	8/19	BROOKS TRACTOR, INC.	630-09-50101-393-000 630-09-50101-393-000	07/15 SE #2448 PARTS 07/15 SE #2448 PARTS CHECK TOTAL	2,652.42 61.35 2,713.77
151456	8/19	C.J.W., INC.	524-05-50101-397-000 524-05-50101-397-000	08/15-GO BEVERAGES 07/15-GO BEVERAGES CHECK TOTAL	232.55 174.45 407.00
151457	8/19	BATTERIES PLUS LLC	630-09-50101-393-000	07/15 SE BATTERIES &	93.60
151458	8/19	AT&T	110-01-51801-227-000 110-02-52103-227-000 110-02-52110-227-000 110-02-52108-225-000	8/07-9/06 CIRCUITS 8/07-9/06 CIRCUITS 8/07-9/06 CIRCUITS 8/07-9/06 CIRCUITS CHECK TOTAL	311.50 70.00 35.00 35.00 451.50
151459	8/19	LOWE'S	110-05-55109-357-000 110-05-55109-361-000 110-02-52203-361-000 110-05-55109-357-000 521-09-50101-344-000 110-05-55109-344-000 110-05-55111-389-000 110-03-53107-389-000	8' FENCE PANEL 07/15-PA MERCHANDISE 07/15-FD MERCHANDISE TREATED POST 07/15-AR MERCHANDISE 07/15-PA MERCHANDISE 07/15-PA MERCHANDISE 07/15-ST MERCHANDISE CHECK TOTAL	996.60 411.84 211.83 166.60 146.61 100.13 97.81 52.38 2,183.80
151460	8/19	DREAMSCAPE LAWN CARE	633-09-50101-249-000	07/15 LAWN CARE	200.00
151461	8/19	OFFICEMAX	110-01-51101-311-000 631-09-50101-311-000 501-09-50101-311-000 520-09-50106-311-000 501-09-50101-311-000 110-02-52103-311-000 520-09-50106-311-000 110-02-52103-311-000	07/15-FN#3229 OFFICE 07/15-EN#3227 OFFICE 08/15-EN#3231 OFFICE 08/15-TD#3232 OFFICE 07/15-EN#3228 OFFICE 08/15-PD#3230 OFFICE 08/15-TD#3232 OFFICE 08/15-PD#3230 OFFICE CHECK TOTAL	94.53 79.42 78.54 77.76 72.28 50.68 20.19 14.21 487.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151462	8/19	MILLIMAN	110-01-51101-219-000	GASB 45 STUDY	10,000.00
151463	8/19	PAT'S SERVICES, INC.	110-05-55109-282-000	PORTABLE UNITS	635.00
151464	8/19	HOLLAND SUPPLY, INC.	630-09-50101-393-000	07/15-CE HYDRAULIC F	1,033.73
			501-09-50105-344-000	07/15-ST HYDRAULIC F	350.00
			630-09-50101-393-000	07/15-CE HYDRAULIC F	70.45
			630-09-50101-393-000	07/15-CE HYDRAULIC F	36.56
			501-09-50105-359-000	07/15-ST HYDRAULIC F	22.57
				..... CHECK TOTAL	1,513.31
151465	8/19	TOP CHOICE RENTALS/TENTS	405-11-51517-589-831	AUG 18-24/15 PETZKE	1,720.49
151466	8/19	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	07/15 BILLING FEE	15,178.83
			206-02-52205-219-000	06/15 BILLING FEE	15,050.86
			206-02-52205-219-000	06/15 COLL FEE	3,579.50
			206-02-52205-219-000	05/15 COLL. FEE	2,907.57
			110-00-46209-999-000	06/15 BILLING FEE	734.90
			110-00-46209-999-000	07/15 BILLING FEE	433.82
				..... CHECK TOTAL	37,885.48
151467	8/19	INTERSPIRO	414-11-51505-574-000	BREATHING EQUIP.	1,141.44
151468	8/19	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	07/15 ST STRUCTURES/	1,064.04
			403-11-51102-588-000	07/15 ST STRUCTURES/	294.00
				..... CHECK TOTAL	1,358.04
151469	8/19	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	07/15 #3220 PARTS &	457.00
			630-09-50101-393-000	07/15 #2283 PARTS &	447.06
			630-09-50101-393-000	07/15 #3094 PARTS &	361.99
			630-09-50101-393-000	07/15 #3220 PARTS &	95.59
				..... CHECK TOTAL	1,361.64
151470	8/19	BELLE COFFEE SERVICE	524-05-50101-397-000	08/15-GO COFFEE/SUPP	37.00
151471	8/19	VILLAGE OF PLEASANT PRAIRIE	278-00-24206-000-000	5/15 SEATBELT GRANT	703.65
151472	8/19	LEE PLUMBING, INC.	110-01-51801-246-000	06/15 MB HVAC, PLUMB	1,148.75
			110-02-52203-246-000	07/15 FD #3 HVAC, PL	165.00
			 CHECK TOTAL	1,313.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151473	8/19	TOWN & COUNTRY GLASS	110-01-51801-246-000	06/15 VETS FOUNTAIN	1,435.00
151474	8/19	AUTO ZONE INC.	630-09-50101-393-000	07/15 SE #3112 PARTS	86.94
151475	8/19	EMERGING COMMUNITIES CORP	420-11-51310-589-000 420-11-51310-589-000	08/15 CONSULTING 7/13-17 WASH DC CHECK TOTAL	2,500.00 364.20 2,864.20
151476	8/19	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 501-09-50104-253-000 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417 501-09-50105-253-000 501-09-50105-253-000 110-03-53117-253-416 501-09-50104-253-000 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-417 501-09-50105-253-000 501-09-50105-253-000	07/15 1303.89 TONS 07/15 WDNR TONNAGE 08/15 192.62 TONS 07/15 WDNR TONNAGE 07/15 93.7 TONS 07/15 12 PULLS 07/15 FUEL SURCHARGE 07/15 WDNR TONNAGE 07/15 46.71 TONS 07/15 WDNR TONNAGE 07/15 ENVIRO SURCHG 07/15 FUEL SURCHARGE 07/15 FUEL SURCHARGE 07/15 ENVIRO SURCHG 07/15 ENVIRO SURCHG 07/15 FUEL SURCHARGE 07/15 ENVIRO SURCHG CHECK TOTAL	32,505.98 16,950.57 4,802.02 2,504.06 2,335.94 2,148.12 1,791.04 1,218.10 1,164.48 607.23 324.00 263.96 248.93 120.00 72.00 64.35 48.00 67,168.78
151477	8/19	NICK'S ROOFING OF KENOSHA	289-06-50529-259-000	#5836444 - ROOF	4,050.00
151478	8/19	VERIZON WIRELESS	110-03-53103-226-000 110-02-52101-226-000 110-01-51301-226-000 110-05-55101-226-000 110-02-52201-226-000 110-01-50301-226-000 631-09-50101-226-000 110-03-53107-226-000 501-09-50103-226-000 110-01-51102-226-000 110-01-51201-226-000 110-01-50901-226-000 110-02-52103-226-000 520-09-50301-226-000 110-01-51601-226-000 110-01-51101-226-000 501-09-50103-226-000 501-09-50101-226-000 521-09-50101-226-000 110-01-51303-226-000	6/24-7/23 PHONE SRVC 6/24-7/23 CELL SERV 6/24-7/23 CELL SERV 6/24-7/23 PHONE SRVC 6/24-7/23 CELL SERV 6/24-7/23 CELL SERV 6/24-7/23 CELL SERV 6/24-7/23 PHONE SRVC 6/24-7/23 DATA PLAN 6/24-7/23 DATA PLAN 6/24-7/23 CELL SERV 6/24-7/23 PHONE SRVC 6/24-7/23 PHONE SRVC 6/24-7/23 CELL SERV 6/24-7/23 CELL SERV	1,291.95 184.32 162.18 119.67 119.18 116.74 115.38 107.90 107.89 72.36 62.68 60.86 58.69 58.37 58.37 58.37 57.71 57.71 57.69 57.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-00-15202-000-000	6/24-7/23 CELL SERV	57.69
			110-05-55101-226-000	6/24-7/23 PHONE SRVC	57.69
			110-03-53116-226-000	6/24-7/23 PHONE SRV	57.69
			110-03-53101-226-000	6/24-7/23 PHONE SRVC	57.69
			110-01-51801-226-000	6/24-7/23 PHONE SRVC	57.69
			110-02-52102-226-000	6/24-7/23 CELL SERV	52.33
			632-09-50101-226-000	6/24-7/23 PHONE SRVC	40.97
			110-02-52103-226-000	6/24-7/23 PHONE SRVC	33.78
			205-03-53118-226-000	6/24-7/23 PHONE SRV	33.06
			631-09-50101-226-000	6/24-7/23 DATA PLAN	21.58
			501-09-50106-226-000	6/24-7/23 DATA PLAN	21.58
			206-02-52205-226-000	6/24-7/23 DATA PLAN	21.58
			110-03-53107-226-000	6/24-7/23 DATA PLAN	21.58
				..... CHECK TOTAL	3,520.62
151479	8/19	HENRY SCHEIN	206-02-52205-318-000	07/15-FD MED SUPPLIE	336.63
			206-02-52205-318-000	07/15-FD MED SUPPLIE	263.65
			206-02-52205-318-000	07/15-FD MED SUPPLIE	120.95
			206-02-52205-318-000	06/15-FD MED SUPPLIE	70.25
				..... CHECK TOTAL	791.48
151480	8/19	ADVANCED DISPOSAL	205-03-53118-253-000	07/15 TONS	7,887.04
			205-03-53118-253-000	06/15 BACK HAULS	6,808.72
			205-00-46397-000-000	06/15 REBATE	4,921.07CR
				..... CHECK TOTAL	9,774.69
151481	8/19	MALSACK, J	463-11-51302-219-000	2007 56 ST TREE	202.50
151482	8/19	VISU-SEWER CLEAN & SEAL, INC	402-11-51403-219-000	TELIVISE STORM SEWER	43,760.20
151483	8/19	WIS DEPT OF NATURAL RESOURCE	227-09-50101-219-000	WATER RES PERMITS	235.00
151484	8/19	MOORE OIL COMPANY	520-09-50106-341-000	07/15-TD LUBRICATION	845.00
151485	8/19	REPUBLIC SERVICES	405-11-51502-587-000	6/15 DISPOSAL EXCESS	24,173.93
151486	8/19	MSC INDUSTRIAL SUPPLY	110-02-52203-385-000	07/15 FD SUPPLIES/RE	305.70
			110-02-52203-344-000	07/15 FD SUPPLIES/RE	135.01
			 CHECK TOTAL	440.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151487	8/19	WASTE MANAGEMENT	633-09-50101-253-000 110-01-51801-246-000	08/15 LI WEEKLY PICK 08/15 MB PULL CHARGE CHECK TOTAL	98.14 58.87 157.01
151488	8/19	MENARDS (KENOSHA)	110-05-55109-361-000 110-01-51801-389-000 110-02-52203-382-000 110-05-55109-344-000 110-05-55109-344-000 501-09-50105-344-000 501-09-50105-359-000 110-02-52203-361-000	07/15 PA MERCHANDISE 07/15 MB MERCHANDISE 07/15 FD #6 MERCHAND 07/15 PA MERCHANDISE 07/15 PA MERCHANDISE 07/15 ST MERCHANDISE 07/15 ST MERCHANDISE 07/15 FD #4 MERCHAND CHECK TOTAL	194.62 119.39 46.14 36.12 32.00 15.18 14.99 4.25 462.69
151489	8/19	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	08/15-SCREENER RNTL	5,200.00
151490	8/19	STATE FARM INSURANCE	206-00-13107-000-000	GAGLIARDO 2/25/15	492.00
151491	8/19	SKM, LLC	110-02-52203-344-000 110-02-52203-344-000	07/15-FD MATERIALS/L 07/15-FD MATERIALS/L CHECK TOTAL	392.04 68.65 460.69
151492	8/19	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	08/15-GO BEER/SODA	82.25
151493	8/19	KENOSHA TRANSMISSION	110-02-52206-344-000	TRANSMISSION REPAIRS	2,496.31
151494	8/19	BELOIT POLICE DEPARTMENT	245-09-50101-264-000	TRAINING 8/31-9/2	300.00
151495	8/19	WI DEPT OF NATURAL	110-03-53117-253-000 110-03-53117-253-000	VEHICLE DNR LICENSE LICENSE 1001 50 ST CHECK TOTAL	1,133.00 550.00 1,683.00
151496	8/19	HAPPENINGS MAGAZINE	222-09-50101-259-000 222-09-50101-259-000 220-09-50101-259-000 222-09-50101-259-000	07/15 PIKE RIVER AD 07/15 PIKE RIVER AD 07/15 PB&J ADS 07/15 PB&J AD CHECK TOTAL	493.00 493.00 493.00 363.00 1,842.00
151497	8/19	MILWAUKEE SPRING AND	630-09-50101-393-000	07/15 PARTS & LABOR	1,943.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151498	8/19	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	07/15-FD PLYMOVENT R	714.73
			110-02-52203-246-000	07/15-FD PLYMOVENT R	308.56
				..... CHECK TOTAL	1,023.29
151499	8/19	IAFF/NATIONWIDE	110-00-21574-000-000	8/1-15/15 CONTRIBS	20,719.39
151500	8/19	GRAEF	110-02-52201-219-000	PRELIMINARY DESIGN	6,200.00
			110-02-52201-219-000	GPR TESTING	720.00
				..... CHECK TOTAL	6,920.00
151501	8/19	RED THE UNIFORM TAILOR	110-02-52103-367-000	07/15 POLICE UNIFORM	231.80
			110-02-52103-367-000	07/15 POLICE UNIFORM	169.85
			110-02-52103-367-000	07/15 POLICE UNIFORM	69.95
			110-02-52103-367-000	07/15 POLICE UNIFORM	52.50
			110-02-52103-367-000	07/15 POLICE UNIFORM	52.50
			110-02-52206-367-000	07/15 FD UNIFORMS	40.15
			110-02-52206-367-000	07/15 FD UNIFORMS	40.15
				..... CHECK TOTAL	656.90
151502	8/19	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/1-15/15 CONTRIBS	7,844.33
			110-00-21539-000-000	8/1-15/15 CONTRIBS	705.00
				..... CHECK TOTAL	8,549.33
151503	8/19	KD PLUMBING	289-06-50528-259-000	#5836441 - SEWER	5,000.00
			463-11-50601-589-000	#5836441 - SEWER	1,141.47
				..... CHECK TOTAL	6,141.47
151504	8/19	ANTHEM BLUE CROSS	206-00-13107-000-000	ROSALEZ 11/18/13	215.00
151505	8/19	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	08/15 SETTLEMENT	10,854,551.88
151506	8/19	KENOSHA COUNTY TREASURER	110-00-21801-000-000	08/15 SETTLEMENT	5,109,312.54
			110-00-21809-000-000	08/15 SETTLEMENT	183,081.34
				..... CHECK TOTAL	5,292,393.88
151507	8/19	GATEWAY TECHNICAL COLLEGE	110-00-21803-000-000	08/15 SETTLEMENT	762,799.48
151508	8/19	PLAZA 50 PROPERTY ASSOCIATES	206-00-13107-000-000	STEINBACH 1/10/15	125.00
151509	8/19	SHERATON PHOENIX-DOWNTOWN	631-09-50101-263-000	C KUFFEL 8/29-9/2	580.00
			631-09-50101-263-000	K ELDER 8/29-9/2/15	580.00
			 CHECK TOTAL	1,160.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151510	8/19	UMR	206-00-13107-000-000	D DEFIORE 8/9/14	615.00
151511	8/19	PETIT, VERNON	206-00-13107-000-000	TRANSPORT 1/29/15	871.57
151512	8/19	VELA, BRENDA	206-00-13107-000-000	TRANSPORT 10/8/13	55.36
151513	8/19	BLALACK, MICHAEL JR	206-00-13107-000-000	TRANSPORT 5/17/13	25.00
151514	8/19	ALBERT, LORETTA	206-00-13107-000-000	MULLALY 2/1/15	853.11
151515	8/19	YORGENSEN, ANN	501-00-13114-000-000	SWU OVERPAY #22251	13.34
151516	8/19	VANDER KUYL, MARCIA	501-00-13114-000-000	SW 12003	5.57
151517	8/19	BMO REGIONAL PROPERTIES	110-00-21112-000-000	SPCL ASMT-6821 156TH	460.00
151518	8/19	VA NORTH CHICAGO	206-00-13107-000-000	C TRIMBLE 10/6/14	615.00
151519	8/19	CHRISTENSEN, SARAH	110-09-56404-719-000	VEH TOW DMG 7/21/15	130.00
151520	8/19	BILBREY, MARK A	110-00-21106-000-000	2014 RE TAX OVERPAY	1,267.39
151521	8/19	SIMON, MARY	206-00-13107-000-000	TRANSPORT 1/19/15	125.84
151522	8/19	CORELOGIC INC	110-00-21106-000-000	2015 TAX - VARIOUS	1,473.41
151523	8/19	CORELOGIC INC	110-00-21106-000-000	2014 TAX - VARIOUS	1,984.88
151524	8/19	SALAS, DEBRA	110-01-50101-321-000	RECORD ORD 24-15	30.00
151525	8/21	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	08/21/15 UNION DUES	2,577.94
151526	8/21	CROWN TROPHY OF KENOSHA	524-05-50101-369-000	GOLF TROPHIES	131.95
151527	8/21	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	07/15-ST ELECTRICAL	93.38
			110-03-53109-375-000	07/15-ST ELECTRICAL	46.10
				..... CHECK TOTAL	139.48
151528	8/21	GENERAL FIRE EQUIPMENT CO	422-11-51505-561-000	SQUAD EQUIPMENT	2,216.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151529	8/21	HWY C SERVICE	110-05-55109-344-000	07/15-PA SERVICE/PAR	140.06
			630-09-50101-393-000	07/15-SE SERVICE/PAR	85.16
			110-05-55109-344-000	07/15-PA SERVICE/PAR	68.15
				..... CHECK TOTAL	293.37
151530	8/21	WIS DEPT OF REVENUE	110-09-56507-259-999	07/15 SALES TAX	8,754.80
151531	8/21	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/21/15 CITY HRLY	8,805.75
			110-00-21562-000-000	08/21/15 WATER HRLY	3,065.62
			110-00-21562-000-000	08/21/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,886.37
151532	8/21	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	08/15 ANIMAL CONTRL	12,271.98
151533	8/21	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/21/15 W/C	648.26
			110-09-56405-161-000	4/22/15 W/C	266.11
				..... CHECK TOTAL	914.37
151534	8/21	KENOSHA NEWS	110-01-50101-321-000	07/15 1ST READ ORDS	40.53
			110-00-21104-000-000	07/15 22ND AV MOBIL	21.93
			110-01-50101-321-000	07/15 2ND READ ORDS	20.43
				..... CHECK TOTAL	82.89
151535	8/21	M A TRUCK PARTS	630-09-50101-393-000	07/15 CE MATERIALS &	8,287.41
			630-09-50101-393-000	REPAIR PARTS	1,322.92
				..... CHECK TOTAL	9,610.33
151536	8/21	FIRST SUPPLY CO.	110-01-51801-389-000	07/15 MB SUPPLIES AN	94.56
			110-02-52203-382-000	07/15 FD #3 SUPPLIES	36.36
				..... CHECK TOTAL	130.92
151537	8/21	KENOSHA WATER UTILITY	110-05-55109-223-000	08/15 #1 WATER/STRM	6,903.80
			110-05-55109-224-000	08/15 #1 WATER/STRM	5,989.72
			110-05-55111-224-000	08/15 #1 WATER/STRM	4,486.93
			524-05-50101-224-000	08/15 #1 WATER/STRM	3,581.14
			110-01-51801-224-000	08/15 #4 WATER/STRM	1,119.11
			110-01-51802-223-000	08/15 912 35TH ST	624.90
			524-05-50101-223-000	08/15 #1 WATER/STRM	469.28
			110-02-52203-223-000	08/15 #1 WATER/STRM	374.12
			110-05-55106-224-000	08/15 #1 WATER/STRM	364.10
			110-01-51801-223-000	08/15 #4 WATER/STRM	344.24
			522-05-50102-224-000	08/15 #1 WATER/STRM	326.40
			524-05-50101-224-000	08/15 #1 WATER/STRM	194.35
			110-02-52203-224-000	08/15 #1 WATER/STRM	178.88
			110-01-51802-224-000	08/15 912 35TH ST	165.77
			110-02-52203-224-000	08/15 #1 WATER/STRM	154.92
			110-02-52203-224-000	08/15 #1 WATER/STRM	147.41
			633-09-50101-224-000	08/15 #1 WATER/STRM	145.34
			520-09-50202-224-000	08/15 #1 WATER/STRM	141.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55104-224-000	08/15 #1 WATER/STRM	128.27
			633-09-50101-223-000	08/15 #1 WATER/STRM	121.84
			110-05-55106-224-000	08/15 #1 WATER/STRM	118.86
			520-09-50301-224-000	08/15 #1 WATER/STRM	88.39
			110-05-55109-224-000	08/15 #1 WATER/STRM	83.28
			110-02-52110-223-000	08/15 #1 WATER/STRM	79.10
			110-03-53116-224-000	08/15 #1 WATER/STRM	78.44
			110-05-55102-224-000	08/15 #1 WATER/STRM	42.82
			110-05-55109-224-000	08/15 #1 WATER/STRM	35.41
			110-02-52110-224-000	08/15 #1 WATER/STRM	32.59
			110-05-55109-224-000	08/15 #1 WATER/STRM	24.83
			110-05-55109-224-000	08/15 #1 WATER/STRM	15.92
			520-09-50301-223-000	08/15 #1 WATER/STRM	15.54
				..... CHECK TOTAL	26,577.53
151538	8/21	WILLKOMM INC., JERRY	521-09-50101-341-000	08/15-AR DIESEL FUEL	1,656.15
151539	8/21	WE ENERGIES	110-01-51801-221-000	#31 07/01-07/31	6,534.08
			520-09-50301-221-000	#31 07/02-08/03	4,087.34
			520-09-50401-221-000	331 06/30-07/30	2,518.67
			110-05-55111-221-000	#31 07/01-07/31	2,287.53
			110-05-55109-221-000	#31 06/30-07/30	1,571.51
			521-09-50101-221-000	#31 07/06-08/04	1,513.20
			110-02-52203-221-000	#31 06/29-07/29	1,466.74
			521-09-50101-221-000	#31 07/05-08/03	1,417.90
			110-03-53109-221-000	#31 06/30-07/30	1,076.92
			110-03-53103-221-000	#31 06/30-07/30	1,005.37
			521-09-50101-221-000	#31 07/02-08/03	941.74
			110-02-52203-221-000	#31 07/05-08/03	941.15
			110-03-53109-221-000	#31 07/01-08/02	815.52
			110-01-51802-221-000	#31 07/01-07/31	707.01
			110-03-53109-221-000	#31 07/05-08/03	557.64
			110-03-53109-221-000	#31 07/06-08/04	523.92
			110-03-53109-221-000	#31 06/29-07/29	332.10
			110-05-55111-221-000	#31 06/30-07/30	242.59
			110-03-53109-221-000	#31 06/08-07/08	234.84
			110-01-51801-222-000	#31 06/30-07/30	226.25
			110-02-52110-221-000	#31 06/30-07/30	180.53
			110-03-53103-222-000	#31 06/29-07/29	110.81
			110-05-55102-221-000	#31 07/01-08/02	109.07
			110-03-53103-221-000	#31 06/29-07/29	97.43
			110-02-52203-222-000	#31 06/25-07/29	97.02
			110-05-55111-222-000	#31 06/30-07/30	96.52
			110-02-52203-222-000	#31 07/05-08/03	70.75
			110-05-55109-221-000	#31 06/16-07/16	65.98
			633-09-50101-222-000	#31 07/01-07/28	61.68
			521-09-50101-222-000	#31 07/05-08/03	58.60
			110-05-55109-222-000	#31 06/29-07/29	56.89
			110-02-52203-222-000	#31 06/30-07/30	56.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-222-000	#31 07/01-08/02	53.62
			110-05-55109-221-000	#31 07/02-08/03	52.17
			110-05-55109-221-000	#31 07/06-08/04	50.83
			632-09-50101-222-000	#31 06/29-07/29	43.74
			110-02-52203-222-000	#31 06/29-07/29	38.65
			521-09-50101-222-000	#31 06/03-08/03	30.19
			110-03-53116-222-000	#31 06/30-07/30	30.12
			520-09-50401-222-000	#31 06/28-07/28	25.93
			110-01-51802-221-000	#31 06/30-07/30	18.10
			110-02-52110-222-000	#31 06/30-07/30	14.72
			110-05-55109-222-000	#31 07/01-08/02	10.56
			110-02-52103-222-000	#31 07/06-08/04	9.57
				..... CHECK TOTAL	30,441.68
151540	8/21	WE ENERGIES	227-09-50101-221-000	7/12-8/10 KEP #4	133.15
			758-09-51608-259-000	6/30-7/30/15 UTILS	71.16
			217-06-51602-259-000	#5836416 UTILITIES	67.17
			217-06-51610-259-000	#5836421 UTILITIES	63.26
			227-09-50101-221-000	7/1-8/2 2599 53 ST	37.70
			217-06-51613-259-000	#5836412 UTILITIES	35.21
			217-06-51615-259-000	#5836420 UTILITIES	33.32
			217-06-51611-259-000	#5836423 UTILITIES	31.99
			758-09-51607-259-000	7/06-8/04/15 UTILS	31.28
			227-09-50101-221-000	7/12-8/10 KEP #2	20.88
				..... CHECK TOTAL	525.12
151541	8/21	STATE OF WISCONSIN	110-00-21901-999-000	07/15 COURT COSTS	16,105.23
			110-00-21911-999-000	07/15 COURT COSTS	10,386.27
			110-00-45104-999-000	07/15 COURT COSTS	3,120.00
				..... CHECK TOTAL	29,611.50
151542	8/21	GUARANTEED SEWER	110-05-55109-219-000	SIMMONS BEACH HOUSE	225.00
151543	8/21	PAYNE & DOLAN INC.	110-03-53103-355-000	07/15-ASPHALT MATERI	1,427.32
151544	8/21	KENOSHA WATER UTILITY	402-11-51401-585-000	55TH AVE RESURFACE	3,655.63
			227-09-50101-219-000	6/9-7/9 GW OTM	85.53
				..... CHECK TOTAL	3,741.16
151545	8/21	JFTCO, INC.	630-09-50101-393-000	07/15 SE PARTS & MAT	439.00
			630-09-50101-393-000	07/15 SE CREDIT PART	19.23CR
			 CHECK TOTAL	419.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151546	8/21	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	06/15-TD TIRE LEASE	3,902.52
151547	8/21	CHIEF CORPORATION	110-02-52103-365-000	NIK TEST 3, 10/BOX	225.89
151548	8/21	LARK UNIFORM, INC.	110-02-52103-367-000	07/15 #480 UNIFORM I	79.95
151549	8/21	CHASE BANK KENOSHA	110-00-21513-000-000	08/21/15 HRLY DEDCT	22,679.23
			110-00-21511-000-000	08/21/15 HRLY DEDCT	11,956.05
			110-00-21612-000-000	08/21/15 HRLY DEDCT	11,956.01
			110-00-21514-000-000	08/21/15 HRLY DEDCT	3,458.40
			110-00-21614-000-000	08/21/15 HRLY DEDCT	3,458.29
				..... CHECK TOTAL	53,507.98
151550	8/21	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	08/15 SPCL TRANSPRT	21,334.00
			520-09-50301-258-000	08/15 WKND DISPATCH	583.00
			520-09-50301-258-000	08/15 METRA BACK UP	166.00
				..... CHECK TOTAL	22,083.00
151551	8/21	PAT'S SERVICES, INC.	524-05-50101-246-000	CLEAN GREAS TRAP	125.00
151552	8/21	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	08/15 ARMOR CAR SRV	306.31
151553	8/21	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	07/15 SW TOOLS AND S	295.90
151554	8/21	BOYS & GIRLS CLUB OF KENOSHA	722-00-21927-000-000	TRANSCENDENTAL GOLF	960.00
151555	8/21	NATIONAL CONSTRUCTION RENTAL	110-09-56501-259-565	7/17-8/13-6415 28TH	293.88
151556	8/21	NAPA AUTO PARTS CO.	630-09-50101-393-000	07/15-CE PARTS/FILTE	1,488.47
			110-02-52203-344-000	07/15-FD PARTS/FILTE	756.35
			520-09-50201-347-000	07/15-TD PARTS/FILTE	419.86
			206-02-52205-344-000	07/15-FD PARTS/FILTE	214.88
			110-05-55109-344-000	07/15-PA PARTS/FILTE	190.13
			110-03-53103-389-000	07/15-ST PARTS/FILTE	185.42
			110-02-52203-341-000	07/15-FD PARTS/FILTE	161.82
			521-09-50101-344-000	07/15-AR PARTS/FILTE	149.58
			632-09-50101-389-000	07/15-SE PARTS/FILTE	36.48
			110-03-53113-235-000	07/15-ST PARTS/FILTE	32.26
			520-09-50201-317-000	07/15-TD PARTS/FILTE	12.58
			524-05-50101-344-000	07/15-GO PARTS/FILTE	1.80
			 CHECK TOTAL	3,649.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151557	8/21	ACCURATE PRINTING CO., INC.	110-01-52001-311-000	07/15 MC-WNDW ENVLP	392.00
			110-02-52103-311-000	07/15 PD-OT TICKETS	262.00
			520-09-50106-311-000	07/15 TD-ADA ELIGBL	97.00
			110-02-52103-311-000	07/15 PD-NUISANCE SK	89.00
				..... CHECK TOTAL	840.00
151558	8/21	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	07/15 ST STRUCTURES/	3,274.04
			403-11-51102-588-000	07/15 ST STRUCTURES/	282.00
			403-11-51102-588-000	07/15 ST STRUCTURES/	234.96
			403-11-51102-588-000	07/15 ST STRUCTURES/	184.23
				..... CHECK TOTAL	3,975.23
151559	8/21	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #15-087375	73.78
151560	8/21	MANDLIK & RHODES	501-09-50102-219-000	07/15 YW PROG-ADMIN	350.00
			501-09-50102-219-000	07/15 YW COUPON PRG	343.70
				..... CHECK TOTAL	693.70
151561	8/21	JAMES IMAGING SYSTEMS, INC.	110-01-52001-232-000	5-7/15 PRNTR OVERS	423.22
			110-02-52201-232-000	08/15 MANGD PRINTER	285.66
			110-01-51101-232-000	5-7/15 PRNTR-OVERAGE	215.88
			110-01-51601-232-000	08/15 MANGD PRINTER	183.51
			110-01-50901-232-000	08/15 MANGD PRINTER	178.38
			110-01-51201-232-000	08/15 MANGD PRINTER	122.34
			110-01-51101-232-000	08/15 MANGD PRINTER	122.34
			520-09-50301-232-000	08/15 MANGD PRINTER	101.95
			110-05-55101-232-000	08/15 MANGD PRINTER	101.95
			110-01-51102-232-000	08/15 MANGD PRINTER	101.95
			110-01-50301-232-000	08/15 MANDG PRINTER	86.89
			110-01-51601-232-000	5-7/15 PRNTR OVERS	84.90
			632-09-50101-232-000	08/15 MANGD PRINTER	81.56
			110-03-53103-232-000	08/15 MANGD PRINTER	81.56
			110-01-52001-232-000	08/15 MANGD PRINTER	81.56
			110-02-52201-232-000	5-7/15 PRNTR OVERS	69.78
			631-09-50101-232-000	08/15 MANGD PRINTER	61.17
			110-01-51303-232-000	08/15 MANGD PRINTER	61.17
			110-01-51201-232-000	08/15 PRNTR-OVERAGE	61.05
			521-09-50101-232-000	08/15 MANGD PRINTER	40.78
			110-03-53116-232-000	08/15 MANGD PRINTER	40.78
			110-02-52103-232-000	08/15 MANGD PRINTER	40.78
			110-01-51301-232-000	08/15 MANGD PRINTER	40.78
			632-09-50101-232-000	5-7/15 PRNTR OVERAGE	29.41
			110-03-53101-232-000	5-7/15 PRNTR OVERS	28.20
			110-01-51303-232-000	5-7/15 PRNTR OVERS	24.25
			520-09-50301-232-000	5-7/15 PRNTR OVERAGE	22.61
			110-03-53103-232-000	5-7/15 PRNTR OVERS	22.44
			631-09-50101-232-000	5-7/15 PRNTR OVERAGE	21.70
			110-03-53101-232-000	08/15 MANGD PRINTER	20.39
110-02-52201-232-000	08/15 MANGD PRINTER	20.39			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53116-232-000	08/15 PRNTR OVERAGES	12.30
			110-01-51102-232-000	08/15 PRNTR-OVERAGE	10.86
			110-05-55101-232-000	5-7/15 PRNTR OVERAGE	10.08
			110-01-51301-232-000	5-7/15 PRNTR OVERS	7.74
			110-02-52201-232-000	5-7/15 PRNTR OVERS	6.89
			110-02-52103-232-000	5-7/15 PRNTR OVERS	1.85
			521-09-50101-232-000	5-7/15 PRNTR OVERAGE	.83
				..... CHECK TOTAL	2,909.88
151562	8/21	SAM'S CLUB	524-05-50101-397-000	07/15 GO SUPPLIES/ME	1,324.89
			110-05-55109-219-000	07/15 PA SUPPLIES/ME	297.00
			110-05-55111-389-000	07/15 PA SUPPLIES/ME	17.94
				..... CHECK TOTAL	1,639.83
151563	8/21	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	07/15 FD #235 PARTS/	619.80
			110-02-52203-235-000	07/15 FD #235 PARTS/	289.01
				..... CHECK TOTAL	908.81
151564	8/21	MID-STATE EQUIPMENT	521-09-50101-344-000	07/15 AR SERVICE/PAR	196.66
151565	8/21	MALSACK, J	110-09-56501-259-570	8/15 2600 50 ST-YW	2,877.89
			110-09-56501-259-570	8/15 5507 23 AV-GRS	317.30
			110-09-56501-259-570	8/15 2600 50 ST-TREE	285.00
			110-09-56501-259-570	8/15 5805 23 AV-GRS	267.07
			110-09-56501-259-570	8/15 6415 28 AV-GRS	230.09
			110-09-56501-259-570	8/15 5210 58 ST-GRS	206.27
			110-09-56501-259-570	8/15 214 52 ST-GRAS	142.50
			110-09-56501-259-570	8/15 2018 45 ST-GRS	124.69
			110-09-56501-259-570	8/15 1502 61 ST-GRS	123.83
			110-09-56501-259-570	8/15 4417 29 AV-GRS	110.20
			110-09-56501-259-570	8/15 704 75 ST-GRAS	107.00
			110-09-56501-259-570	8/15 3618 21 AV-GRS	96.38
			110-09-56501-259-570	8/15 5503 23 AV-GRS	83.98
			110-09-56501-259-570	8/15 927 WASH-GRASS	76.50
			110-09-56501-259-570	8/15 4410 73 ST-GRS	53.06
			110-09-56501-259-570	8/15 6906 16 AV-GRS	46.21
			110-09-56501-259-570	8/15 8004 22 AV-GRS	15.01
			110-09-56501-259-570	8/15 7822 31 AV-GRS	8.63
			 CHECK TOTAL	5,171.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151566	8/21	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	07/15 KIRK	440.00
151567	8/21	CHRISTIANSEN HEATING & SHEET	210-06-51620-259-000	5803 16 AVE AC	196.25
151568	8/21	INSTY-PRINTS	110-01-51101-311-000	7/15 FN-CAFR CVR/TBS	155.00
151569	8/21	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	08/21/15 CITY HRLY 08/21/15 WATER HRLY CHECK TOTAL	1,122.38 439.62 1,562.00
151570	8/21	FASTENAL COMPANY	501-09-50105-344-000 501-09-50105-344-000 110-03-53103-389-000 110-01-51801-389-000	08/15 SW TOOLS/MATER 08/15 SW TOOLS/MATER 08/15 ST TOOLS/MATER 06/15 MB TOOLS/MATER CHECK TOTAL	120.19 18.49 11.07 1.58 151.33
151571	8/21	TRADITIONAL CONCRETE PRODUCT	110-03-53109-374-000	ALUMINUM ARMS	2,550.00
151572	8/21	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	08/21/15 DEDUCTION 08/21/15 DEDUCTION 08/21/15 DEDUCTION CHECK TOTAL	104.00 87.00 45.00 236.00
151573	8/21	STAPLES	110-02-52103-311-000 110-02-52103-311-000 110-02-52103-311-000 110-02-52103-311-000	07/15 PD MISC OFFICE 08/15 PD MISC OFFICE 08/15 PD MISC OFFICE 07/15 PD MISC OFFICE CHECK TOTAL	410.62 149.99 149.99 52.92 763.52
151574	8/21	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3237	1,212.60
151575	8/21	INNOVATIVE FLOORS	217-06-51612-259-000	#5834993 - CLEANING	210.00
151576	8/21	LANGEL, MICHAEL	110-01-52001-219-000	SUB JUDGE 8/11/15	200.00
151577	8/21	MENARDS (KENOSHA)	110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000 110-05-55109-361-000 110-03-53103-353-000 501-09-50105-344-000 110-05-55109-361-000 520-09-50201-235-000 110-03-53103-382-000 110-03-53109-389-000	07/15-FD#4 MERCHANDI 07/15-FD#4 MERCHANDI 07/15-FD#4 MERCHANDI 07/15-FD#4 MERCHANDI 07/15-PA MERCHANDISE 07/15-ST MERCHANDISE 07/15-ST MERCHANDISE 07/15-PA MERCHANDISE 07/15-TD MERCHANDISE 07/15-ST MERCHANDISE 07/15-ST MERCHANDISE CHECK TOTAL	387.00 380.62 199.53 113.73 107.71 79.96 76.89 45.19 40.77 21.96 12.79 1,466.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151578	8/21	CARLSON DETTMAN CONSULTING	411-11-51404-219-000	COMP PLAN PROJ	15,920.00
151579	8/21	WISCONSIN SUPREME COURT	110-01-52001-264-000	10/22-23 SEMINAR	80.00
151580	8/21	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	6/3-7/28/15 W/C	196.95
151581	8/21	WILLIAM/REID	501-09-50105-369-000	GAS MONITORS	2,510.78
151582	8/21	JASPERSON SOD SERVICE	420-11-51402-583-000	SOD FOR MOB LOT	702.00
151583	8/21	KPH ENVIROMENTAL	461-11-51501-581-000	ASBESTOS-4828 37 AVE	980.00
151584	8/21	WIS SCTF	110-00-21581-000-000	08/21/15 HRLY DEDCT	1,342.33
151585	8/21	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	07/15 SE #2885 RADIA	212.50
151586	8/21	MYERS TIRE SUPPLY COMPANY	632-09-50101-235-000	TORQUE WRENCH	172.35
151587	8/21	KENOSHA COUNTY TREASURER	110-00-21910-999-000	07/15 FEE COLLECTN	7,756.35
			110-00-21901-999-000	07/15 FEE COLLECTN	2,288.41
			110-00-21910-999-000	07/15 FEE COLLECTN	242.86
				..... CHECK TOTAL	10,287.62
151588	8/21	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	09/15 PREMIUM	50,630.40
			611-09-50101-155-525	08/15 ADJUSTMENTS	140.64CR
				..... CHECK TOTAL	50,489.76
151589	8/21	TIME WARNER CABLE	110-01-51102-233-000	8/09-9/08 FIRE DEPAR	839.94
			761-09-50101-233-000	8/9-9/8 KCM PHONE/RR	69.69
			761-09-50101-225-000	8/9-9/8 KCM PHONE/RR	60.75
				..... CHECK TOTAL	970.38
151590	8/21	NICOLET NATURAL SE	761-09-50101-389-000	08/15 WATER COOLER	7.95
151591	8/21	BUSCHE, JUDY LLC	110-01-50301-219-000	07/15 LE SERVICES OF	872.00
151592	8/21	SAFEWAY PEST CONTROL CO.,INC	110-02-52203-246-000	07/15/FD EXTERMINATI	152.00
			110-01-51801-246-000	07/15-MB EXTERMINATI	59.00
			520-09-50201-246-000	07/15-TD EXTERMINATI	55.00
			110-03-53116-246-000	07/15-WA EXTERMINATI	30.00
			110-05-55109-246-000	07/15-PA EXTERMINATI	26.00
			520-09-50401-246-000	07/15-TD EXTERMINATI	24.00
			110-02-52110-246-000	07/15-PD EXTERMINATI	24.00
			 CHECK TOTAL	370.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151593	8/21	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	07/15 SPRINGBROOK-20	104.99
			110-03-53103-223-000	07/15 80TH ST (6)	65.77
				..... CHECK TOTAL	170.76
151594	8/21	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	07/15 FD #5 CONSUMAB	549.65
			110-02-52203-382-000	07/15 FD #4 CONSUMAB	408.10
			110-02-52203-382-000	07/15 FD #6 CONSUMAB	359.70
				..... CHECK TOTAL	1,317.45
151595	8/21	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	07/15 SE PARTS & MAT	656.06
			630-09-50101-393-000	07/15 SE #3155 PARTS	43.68
				..... CHECK TOTAL	699.74
151596	8/21	AIRGAS NORTH CENTRAL	206-02-52205-344-000	07/15 FD #3 INDUSTRI	99.28
			206-02-52205-344-000	07/15 FD #5 INDUSTRI	90.94
			520-09-50201-317-000	06/15 TD INDUSTRIAL	89.84
			206-02-52205-344-000	07/15 FD #6 INDUSTRI	33.53
			521-09-50101-344-000	06/15 AR INDUSTRIAL	29.14
			206-02-52205-389-000	01/15 FD #2 INDUSTRI	6.20
				..... CHECK TOTAL	348.93
151597	8/21	RED THE UNIFORM TAILOR	110-02-52103-367-000	07/15 POLICE UNIFORM	245.80
			110-02-52206-367-000	07/15 FD UNIFORMS	163.70
			110-02-52106-367-000	07/15 POLICE UNIFORM	115.88
			110-02-52103-367-000	07/15 POLICE UNIFORM	111.98
			110-02-52106-367-000	06/15 POLICE UNIFORM	99.98
			110-02-52206-367-000	07/15 FD UNIFORMS	83.40
			110-02-52206-367-000	07/15 FD UNIFORMS	80.30
			110-02-52103-367-000	07/15 POLICE UNIFORM	44.99
			110-02-52206-367-000	07/15 FD UNIFORMS	41.70
			110-02-52206-367-000	07/15 FD UNIFORMS	41.70
			110-02-52206-367-000	07/15 FD UNIFORMS	41.70
			110-02-52206-367-000	07/15 FD UNIFORMS	41.70
			110-02-52206-367-000	07/15 FD UNIFORMS	40.15
			110-02-52206-367-000	07/15 FD UNIFORMS	40.15
			110-02-52206-367-000	07/15 FD UNIFORMS	40.15
			110-02-52206-367-000	07/15 FD UNIFORMS	38.65
				..... CHECK TOTAL	1,271.93
151598	8/21	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	07/15 DEDUCTS	1,440.57
			110-00-21534-000-000	08/15 DEDUCTS	1,413.05
			 CHECK TOTAL	2,853.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151599	8/21	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	7/1/15 W/C	632.70
			110-09-56405-161-000	7/1/15 W/C	85.95
				..... CHECK TOTAL	718.65
151600	8/21	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	7/1/15 W/C	294.00
			110-09-56405-161-000	7/1/15 W/C	147.00
			110-09-56405-161-000	7/1/15 W/C	145.22
			110-09-56405-161-000	3/26/15 W/C	86.40
			110-09-56405-161-000	3/26/15 W/C	22.08
				..... CHECK TOTAL	694.70
151601	8/21	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/21/15 W/C	110.00
			110-09-56405-161-000	6/20/15 W/C	52.00
				..... CHECK TOTAL	162.00
151602	8/21	AURORA HEALTH CARE	110-09-56405-161-000	6/30/15 W/C	535.50
			520-09-50101-161-000	3/25/15 W/C	323.85
			110-09-56405-161-000	6/25/15 W/C	267.75
			110-09-56405-161-000	6/25/15 W/C	266.90
			110-09-56405-161-000	6/16/15 W/C	226.95
				..... CHECK TOTAL	1,620.95
151603	8/21	AURORA HEALTH CARE	110-01-51303-216-000	07/15 SCREENS	333.00
			520-09-50101-216-000	07/15 SCREENS	157.00
				..... CHECK TOTAL	490.00
151604	8/21	LAKESHORE MEDICAL CLINIC	110-09-56405-161-000	3/30/15 W/C	493.00
151605	8/21	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/13/15 W/C	796.72
			110-09-56405-161-000	6/16/15 W/C	398.36
				..... CHECK TOTAL	1,195.08
151606	8/21	EQUIAN LLC	110-09-56405-161-000	7/1-31/15 W/C	3,958.66
151607	8/21	DEPT OF TREASURY	611-09-50101-155-000	08/17/15 SETTLEMENT	4,721.60
151608	8/21	BUELOW, VETTER, BUIKEMA,	110-09-56402-219-000	07/15 SERVICES	3,437.50
151609	8/21	HART, WILLIAM	110-00-13101-000-000	3RD QTR HEALTH OVR	108.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151610	8/21	JOHNSON, JANE	110-00-13101-000-000	3RD QTR HEALTH INS	135.45
151611	8/21	WALGREENS	110-00-44709-000-000	BARTENDER LICENSE	50.00
151612	8/21	TURNING POINT LIFE	110-00-21905-000-000	BEACHHOUSE 8/8/15	300.00
151613	8/21	SALDIVAR, AYDA	110-00-21905-000-000	BEACHHOUSE 8/9/15	300.00
151614	8/21	WILSON, LIN	110-00-21905-000-000	BEACHHOUSE 8/7/15	300.00
151615	8/21	ITALIAN AMERICAN LADIES AUX	110-00-21905-000-000	BEACHHOUSE 8/5/15	300.00
151616	8/21	HERNANDEZ, DANIELLE	110-00-21902-000-000	FINE PYMT J674440	296.17
151617	8/21	TERRELL, LARSHENETTE	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
151618	8/21	ROSS, KAREN	110-00-21904-000-000	CASH BOND B248160	111.40
			110-00-21904-000-000	CASH BOND B248161	98.80
				..... CHECK TOTAL	210.20
151619	8/21	WISCONSIN NATIONAL GUARD ASC	110-02-52107-264-000	9/21-23 TRAINING	450.00
151620	8/21	POLTROCK, JAMES T.	206-02-52205-263-000	7/28-31 ST PAUL	541.98
			206-02-52205-263-000	7/28-31 ST PAUL	100.00
			206-02-52205-262-000	7/28-31 ST PAUL	52.00
				..... CHECK TOTAL	693.98
151621	8/21	WALDSCHMIDT, JACOB	110-09-56405-166-000	8/5-9/3/15 PPD	1,395.33
151622	8/21	SCHAAL, TIMOTHY	110-02-52103-369-000	LAPTOP SCREEN REPLC	59.94
151623	8/21	MOORE, MICHAEL	110-01-51601-261-000	07/15 722 MILEAGE	415.15
151624	8/21	SWANSON, WILLIAM	110-02-52206-264-000	4 NOZZLE CLASS	680.00
151625	8/21	DWORAK, MATT	520-09-50301-341-000	8/11/15 STEVENS PT	21.00
151626	8/21	MARCINKUS, STEVEN	110-00-15202-000-000	7/6-28/15 MILEAGE	39.17
151628	8/24	KENOSHA WELLS, LLC	456-00-21109-000-000	WELLS - SAG	150,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151629	8/26	BLONER, JOHN JR	761-09-50101-264-000	RNWL WIS FINCL INST	54.00
151630	8/26	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	07/15 PARTS/MATERIAL 07/15 #2991 PARTS/MA 07/15 #8520 PARTS/MA CHECK TOTAL	1,078.64 536.71 534.79 2,150.14
151631	8/26	VIKING ELECTRIC SUPPLY	110-05-55111-235-000 110-05-55111-235-000 110-05-55109-248-000	07/15 PA ELECTRICAL 07/15 PA ELECTRICAL 07/15 PA ELECTRICAL CHECK TOTAL	148.89 63.81 11.81 224.51
151632	8/26	BUMPER TO BUMPER	630-09-50101-393-000 110-02-52203-344-000 632-09-50101-389-000 206-02-52205-344-000 520-09-50401-347-000 520-09-50201-347-000 520-09-50201-317-000	07/15-CE PARTS/MATER 07/15-FD PARTS/MATER 07/15-SE PARTS/MATER 07/15-FD PARTS/MATER 07/15-TD PARTS/SERVI 07/15-TD PARTS/SERVI 07/15-TD PARTS/SERVI CHECK TOTAL	1,178.23 798.27 597.00 419.01 339.05 241.49 122.77 3,695.82
151633	8/26	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-02-52203-344-000 110-03-53109-375-000	08/15-ST ELECTRICAL 08/15-FD ELECTRICAL 08/15-ST ELECTRICAL CHECK TOTAL	81.85 47.04 26.28 155.17
151634	8/26	KENOSHA JOINT SERVICES	110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52102-345-000 110-02-52109-341-000 110-02-52109-345-000 110-02-52103-341-000 110-02-52101-341-000	07/15 PATRL-FLT GAS 07/15 PATRL-FLT MNT 07/15 DETCV-FLT GAS 07/15 DETCV-FLT MNT 07/15 KSCU-FLT GAS 07/15 KSCU-FLT MNT 07/15 MOTORCYCL GAS 07/15 ADMN-FLT GAS CHECK TOTAL	18,695.90 4,274.26 1,805.29 1,341.40 1,108.22 566.61 560.05 279.75 28,631.48
151635	8/26	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	07/15 PRISONER MNT	715.20
151636	8/26	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/4/15 W/C	369.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151637	8/26	PALMEN BUICK	630-09-50101-393-000	07/15 CE PARTS & MAT	1,199.79
151638	8/26	SHERWIN WILLIAMS CO.	110-01-51801-389-000	07/15-MB PAINT/SUPL	107.85
151639	8/26	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000 206-02-52205-344-000	07/15-CE TIRES/SERVI 07/15-FD TIRES/SERVI CHECK TOTAL	14,022.56 1,487.85 15,510.41
151640	8/26	SHOPKO STORES	110-02-52106-365-000	07/15-PD MERCHANDISE	42.96
151641	8/26	TRAFFIC & PARKING CONTROL CO	420-11-51507-579-000	SOLAR TRAFFIC CONTRL	6,001.84
151642	8/26	WILLKOMM INC., JERRY	520-09-50106-341-000	08/15-TD DIESEL FUEL	13,555.72
151643	8/26	WIS DEPT OF REVENUE	110-00-21512-000-000	08/01-15/15 DEDUCTS	107,956.92
151644	8/26	WE ENERGIES	227-09-50101-221-000	7/12-8/10 KEP #3	189.90
151645	8/26	PAYNE & DOLAN INC.	110-03-53103-355-000	07/15 ASPHALT MATERI	2,852.11
151646	8/26	WEST GROUP	110-01-50301-322-000 110-01-50301-322-000	07/15 ONLINE MATERIA 07/15 SUBSCRIPTIONS CHECK TOTAL	752.00 430.72 1,182.72
151647	8/26	WISCONSIN FUEL & HEATING	630-09-50101-393-000 110-03-53117-341-000	08/15 CE DIESEL FUEL 07/15 WA LUBRICANTS/ CHECK TOTAL	1,335.46 1,194.55 2,530.01
151648	8/26	OFFICEMAX	110-01-51101-311-000 110-01-51201-311-000	08/15 FN #3237 OFFC 08/15 CT #3233 OFFC CHECK TOTAL	86.74 53.49 140.23
151649	8/26	PETCO	110-02-52103-381-000	07/15-PD EDDIE SUPL	81.65
151650	8/26	T-MOBILE	501-09-50103-226-000	7/8-8/7-PW WIRELESS	42.19
151651	8/26	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	08/15-SE PARTS/SERVI	361.99
151652	8/26	VERMEER SALES & SERVICE	205-03-53119-349-000 205-03-53119-349-000	07/15-ST PARTS/SERVI 08/15-ST PARTS/SERVI CHECK TOTAL	994.62 766.41 1,761.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151661	8/26	JENSEN TOWING	110-02-52103-219-000	08/15-#15-121050 TOW	45.00
			110-02-52103-219-000	08/15-#15-115697 TOW	45.00
			110-02-52103-219-000	08/15-#3234 TOWING S	15.00
				..... CHECK TOTAL	105.00
151662	8/26	FIFTY STATES DIST.	110-02-52203-259-000	07/15-FD LAUNDRY SER	2,616.63
151663	8/26	GRAND APPLIANCE AND TV	217-06-51611-259-000	#5841979 APPLIANCES	2,475.00
151664	8/26	STAPLES	110-02-52101-235-000	LASER FAX	189.99
151665	8/26	LOGISTICS PLUS	205-03-53118-219-000	08/15 TIRE RECYCLING	3,900.00
151666	8/26	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	07/15-TD SHOP SUPPLI	375.94
			630-09-50101-393-000	07/15-CE FASTENERS	150.29
				..... CHECK TOTAL	526.23
151667	8/26	MENARDS (KENOSHA)	110-02-52203-382-000	07/15-FD#4 MERCHANDI	336.99
			110-05-55109-344-000	07/15-PA MERCHANDISE	275.90
			110-05-55109-249-000	07/15-PA MERCHANDISE	135.90
			110-03-53103-389-000	07/15-ST MERCHANDISE	97.50
			110-05-55109-344-000	07/15-PA MERCHANDISE	80.98
			110-05-55109-361-000	07/15-PA MERCHANDISE	69.99
			520-09-50201-382-000	07/15-TD MERCHANDISE	32.27
			110-05-55109-361-000	07/15-PA MERCHANDISE	29.94
			110-05-55109-344-000	07/15-PA MERCHANDISE	25.90
			110-03-53109-375-000	07/15-ST MERCHANDISE	25.33
			110-05-55109-344-000	07/15-PA MERCHANDISE	24.82
			110-05-55102-344-000	07/15-PA MERCHANDISE	24.60
			501-09-50105-344-000	07/15-ST MERCHANDISE	12.52
			110-05-55109-344-000	07/15-PA MERCHANDISE	8.98
			630-09-50101-393-000	07/15-CE#2921 MERCHA	7.98
				..... CHECK TOTAL	1,189.60
151668	8/26	SKM, LLC	110-02-52203-344-000	07/15 MATERIALS & LA	114.50
151669	8/26	JG UNIFORMS	422-11-51504-577-000	VEST COVERS	284.74
			422-11-51504-577-000	VEST COVERS	147.62
			 CHECK TOTAL	432.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151670	8/26	EMERSON ELECTRIC CO.	446-11-51501-296-000	TID #5 DEV. AGRMNT	1,000,000.00
151671	8/26	SNAP-ON INDUSTRIAL	110-02-52203-316-000	SOLUS CF UPGRADE	749.25
151672	8/26	SNAP-ON INDUSTRIAL	110-03-53103-361-000	07/15-ST TOOLS/REPAI	113.51
			110-03-53103-361-000	07/15-ST TOOLS/REPAI	70.53
			110-03-53103-361-000	07/15-ST TOOLS/REPAI	19.52
				..... CHECK TOTAL	203.56
151673	8/26	TIME WARNER CABLE	110-01-51102-233-000	8/17-9/16 CITY HALL	786.00
151674	8/26	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	07/15 SECURITY CHECK	76.50
151675	8/26	AZARIAN WRECKING LLC	110-09-56501-259-565	RAZING-5507 23RD AVE	22,690.64
			110-09-56501-259-565	RAZING-4308 6TH AVE.	15,786.60
			110-09-56501-259-565	RAZING-5503 23RD AVE	15,325.00
				..... CHECK TOTAL	53,802.24
151676	8/26	KENOSHA GROUNDS CARE	414-11-51308-583-000	06/15-FD#4 HYDROSEED	670.00
151677	8/26	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	3/25/15 W/C	750.00
			110-09-56405-161-000	3/25/15 W/C	129.60
			110-09-56405-161-000	3/25/15 W/C	25.92
				..... CHECK TOTAL	905.52
151678	8/26	AURORA HEALTH CARE	110-09-56405-161-000	6/25/15 W/C	285.60
			110-09-56405-161-000	6/29/15 W/C	179.35
				..... CHECK TOTAL	464.95
151679	8/26	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	07/15 MEDICAL DIRECT	5,912.67
151680	8/28	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	08/15 5538 31 AVE B0	146.36
			110-09-56501-259-569	08/15 5706 8 AVE	60.00
				..... CHECK TOTAL	206.36
151681	8/28	RNOW, INC.	630-09-50101-393-000	07/15-SE PARTS/MATER	288.00
			630-09-50101-393-000	08/15-SE PARTS/MATER	75.59
			630-09-50101-393-000	08/15-SE RETURN PART	271.59CR
			 CHECK TOTAL	92.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151682	8/28	CHESTER ELECTRONICS SUPPLY	110-01-51102-539-000	08/15 DP PARTS & MAT	16.98
			110-01-51102-539-000	06/15 DP PARTS & MAT	11.99
			520-09-50201-347-000	07/15 TD PARTS & MAT	8.99
			110-01-51102-539-000	04/15 DP PARTS & MAT	5.99
			110-01-51102-539-000	08/15 DP PARTS & MAT	3.48
				..... CHECK TOTAL	47.43
151683	8/28	HWY C SERVICE	630-09-50101-393-000	06/15-SE SERVICE/PAR	235.18
			524-05-50101-344-000	08/15-GO SERVICE/PAR	208.26
			630-09-50101-393-000	08/15-SE SERVICE/PAR	79.82
				..... CHECK TOTAL	523.26
151684	8/28	KENOSHA JOINT SERVICES	411-11-51403-532-000	08/15 RELEASE	108,728.24
151685	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/28/15 CITY HRLY	8,980.75
			110-00-21562-000-000	08/28/15 WATER HRLY	3,065.62
			110-00-21562-000-000	08/28/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	12,061.37
151686	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/31/15 CITY SAL	35,704.36
			110-00-21562-000-000	08/31/15 WATER SAL	6,524.00
			110-00-21562-000-000	08/31/15 LIBRARY SAL	4,648.50
				..... CHECK TOTAL	46,876.86
151687	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	08/28/15 HRLY DEDCT	15.00
151688	8/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	08/28/15 CITY HRLY	32.00
			110-00-21541-000-000	08/28/15 WATER HRLY	17.00
			110-00-21541-000-000	08/28/15 MUSEUM HRLY	12.00
				..... CHECK TOTAL	61.00
151689	8/28	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/2-29/15 W/C	2,417.80
			110-09-56405-161-000	6/2-16/15 W/C	2,037.27
			110-09-56405-161-000	6/20/15 W/C	1,171.04
			110-09-56405-161-000	5/29/15 W/C	480.31
			110-09-56405-161-000	4/22/15 W/C	266.11
				..... CHECK TOTAL	6,372.53
151690	8/28	KENOSHA NEWS	405-11-51301-589-000	06/15 ROOF REPAIR	73.35
			420-11-51310-589-000	06/15 KEP SOIL REMD	72.68
			 CHECK TOTAL	146.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
151691	8/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	08/31/15 SAL DEDUCTS	85,310.00	
151692	8/28	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	08/15-SE#3172 PARTS/	74.77	
151693	8/28	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000 110-03-53110-372-000 110-03-53110-372-000	08/15-TRAFFIC SIGNS 07/15-TRAFFIC SIGNS 07/15-TRAFFIC SIGNS CHECK TOTAL	1,094.20 285.85 172.05 1,552.10	
151694	8/28	WE ENERGIES	524-05-50101-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55108-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53103-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-05-55109-221-000 524-05-50101-222-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55108-221-000 110-05-55109-222-000 110-05-55102-221-000 110-05-55109-222-000 110-05-55103-222-000 110-05-55109-222-000	#32 07/09-08/09 #32 07/02-08/03 #32 07/12-08/10 #32 07/10-08/10 #32 07/09-08/09 #32 07/09-08/09 #32 07/07-08/05 #32 07/12-08/10 #32 07/13-08/11 #32 07/08-08/06 #32 07/05-08/03 #32 07/12-08/10 #32 07/07-08/05 #32 07/08-08/06 #32 07/09-08/07 #32 07/09-08/09 #32 07/13-08/11 #32 07/09-08/09 #32 07/06-08/04 #32 07/13-08/11 #32 07/09-08/09 #32 07/09-08/09 #32 07/13-08/11 #32 07/12-08/10 #32 07/07-08/05 #32 07/13-08/11	1,338.27 932.71 910.94 887.52 550.01 279.34 273.95 227.87 165.53 157.44 127.47 123.31 121.22 110.39 104.68 80.01 54.50 50.56 47.18 42.59 18.42 18.02 17.14 14.21 12.26 9.57 CHECK TOTAL	6,675.11
151695	8/28	WIS RETIREMENT SYSTEM	110-00-21625-000-000 110-00-21622-000-000 110-02-52203-153-000 110-00-21521-000-000	07/15 PENSION 07/15 PENSION 07/15 PENSION 07/15 PENSION CHECK TOTAL	433,413.98 292,927.16 8,020.22 4,730.00 739,091.36	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151696	8/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	08/31/15 DEDUCTION	242.16
151697	8/28	OAKES & SON, INC., A. W.	420-11-51210-589-846 497-11-50102-219-846	EST 1 THRU 8/13/15 EST 1 THRU 8/13/15 CHECK TOTAL	243,057.89 53,472.73 296,530.62
151698	8/28	PAYNE & DOLAN INC.	110-03-53103-355-000	07/15-ASPHALT MATERI	1,448.40
151699	8/28	REINDERS INC.	524-05-50101-344-000 630-09-50101-393-000	MOWER PARTS 07/15-CE#3044 PARTS/ CHECK TOTAL	1,608.00 60.31 1,668.31
151700	8/28	WISCONSIN FUEL & HEATING	630-09-50101-393-000	08/15 CE LUBRICANTS/	1,337.60
151701	8/28	DON'S AUTO PARTS	630-09-50101-393-000 630-09-50101-393-000	08/15 SE #2887 PARTS 07/15 SE #2321 PARTS CHECK TOTAL	120.49 45.32 165.81
151702	8/28	JFTCO, INC.	630-09-50101-393-000	08/15 SE PARTS & MAT	610.09
151703	8/28	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	08/31/15 SAL DEDUCTS 08/31/15 SAL DEDUCTS 08/31/15 SAL DEDUCTS 08/31/15 SAL DEDUCTS 08/31/15 SAL DEDUCTS CHECK TOTAL	206,020.54 78,448.65 78,448.31 24,736.07 24,736.07 412,389.64
151704	8/28	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	08/28/15 HRLY DEDCT 08/28/15 HRLY DEDCT 08/28/15 HRLY DEDCT 08/28/15 HRLY DEDCT 08/28/15 HRLY DEDCT CHECK TOTAL	25,682.87 12,959.15 12,958.98 3,417.34 3,417.13 58,435.47
151705	8/28	WIS DEPT OF JUSTICE	520-09-50101-219-000 110-01-51303-219-000	07/15 SERVICE 07/15 SERVICE CHECK TOTAL	7.00 7.00 14.00
151706	8/28	ZILSKE LAW FIRM S C	110-09-56405-212-000	5/29/15-7/23/15 W/C	1,592.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151707	8/28	DWD-UI	110-09-56308-157-000 520-09-50101-157-000	07/15 UNEMPLOYMENT 07/15 UNEMPLOYMENT CHECK TOTAL	884.57 270.00 1,154.57
151708	8/28	CITIES & VILLAGES MUTUAL INS	110-09-56401-278-000	2014 ADDL PREMIUM	5,631.00
151709	8/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	08/31/15 SAL DEDUCTS	11,385.92
151710	8/28	KPSOA	110-00-21552-000-000	08/31/15 SAL DEDUCTS	825.00
151711	8/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	08/31/15 SAL DEDUCTS	9,299.36
151712	8/28	ACCURATE PRINTING CO., INC.	501-09-50101-311-000 110-02-52103-311-000 520-09-50106-311-000	08/15 SWU MILE LOGS 08/15 PD-RESTRAINT 08/15 TD-BUS PASSES CHECK TOTAL	550.00 245.00 58.00 853.00
151713	8/28	CONCRETE SPECIALTIES CO.	403-11-51102-588-000 403-11-51102-588-000	08/15 ST STRUCTURES/ 08/15 ST STRUCTURES/ CHECK TOTAL	412.73 205.04 617.77
151714	8/28	PITNEY BOWES	110-01-51306-282-000	08/15 MACHINE LEASE/	386.00
151715	8/28	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	08/15 PIRO/RIMKUS 08/15 PIRO/RIMKUS CHECK TOTAL	247.12 247.12 494.24
151716	8/28	MCMULLEN & PITZ CONSTRUCTION	405-11-51502-587-000 403-11-51510-587-000	EST 4 THRU 7/22/15 EST 4 THRU 7/22/15 CHECK TOTAL	134,678.22 134,678.22 269,356.44
151717	8/28	GEIS BUILDING PRODUCTS, INC	110-03-53117-344-000	7/15 SERVICE CALL	2,240.00
151718	8/28	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000 110-02-52101-232-000 110-01-50101-232-000 501-09-50101-232-000 631-09-50101-232-000 110-03-53101-232-000 110-02-52201-232-000 110-02-52103-232-000 110-01-51301-232-000 110-02-52201-232-000 110-01-51303-232-000 110-01-51601-232-000 520-09-50301-232-000 110-01-51301-232-000 110-05-55101-232-000 110-01-50901-232-000	08/15 CT-COPIER CNTR 7/12-8/11 PD-OVERS 07/15 CT-OVERAGES 08/15 PW-COPIER CHGS 08/15 PW-COPIER CHGS 08/15 PW-COPIER CHGS 08/15 FD-COPIER MNT 7/12-8/11 PD-OVERS 07/15 AD-OVERAGES 08/15 FD-OVERAGES 08/15 HR-COPIER AGRM 08/15 CD-COPIER MNT 08/15 TD-COPIER MNT 08/15 AD-MAINT AGRMT 08/15 PA-COPIER MNT 08/15 AS-COPIER MNT	572.67 218.21 206.91 172.22 172.09 172.09 151.94 114.36 112.86 84.70 66.24 56.24 39.37 37.50 36.45 35.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			631-09-50101-232-000	07/15 PW-OVERAGES	27.16
			501-09-50101-232-000	07/15 PW-OVERAGES	27.13
			501-09-50105-232-000	08/15 ST-COPIER MNT	25.27
			110-01-52001-232-000	08/15 MC-COPIER MNT	21.42
			110-03-53103-232-000	08/15 ST-COPIER MNT	15.49
			521-09-50101-232-000	08/15 AR-COPIER MNT	15.16
			110-03-53101-232-000	07/15 PW-OVERAGES	13.58
			520-09-50301-232-000	07/15 TD-OVERAGES	11.40
			110-01-51601-232-000	07/15 CD-OVERAGES	10.66
				..... CHECK TOTAL	2,416.12
151719	8/28	CLASSIC AUTO BODY	206-02-52205-344-000	PAINT FENDER	300.00
151720	8/28	LEE PLUMBING, INC.	501-09-50105-246-000	07/15-SW HVAC, PLUMB	129.00
			110-03-53103-246-000	07/15-ST HVAC, PLUMB	129.00
				..... CHECK TOTAL	258.00
151721	8/28	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	07/15-CE PARTS/MATER	7,032.93
			520-09-50201-347-000	07/15-BUS PARTS/MATE	565.02
				..... CHECK TOTAL	7,597.95
151722	8/28	PAUL CONWAY SHIELDS	110-02-52206-367-000	07/15-FD TURNOUT GEA	3,384.49
151723	8/28	US CELLULAR	110-02-52109-226-000	08/15 PD-CELL SERVC	320.00
			631-09-50101-226-000	08/15 EN-CELL AIRTM	168.96
			110-02-52102-226-000	08/15 PD-CELL AIRTM	110.38
			110-01-51601-226-000	08/15 CD-CELL AIRTM	49.16
			110-02-52103-226-000	08/15 PD-CELL AIRTM	19.10
			110-01-51801-226-000	08/15 MB-CELL AIRTM	6.83
			520-09-50401-226-000	08/15 TD-CELL AIRTM	4.10
			205-03-53119-226-000	08/15 ST-CELL AIRTM	2.85
			110-02-52108-226-000	08/15 PD-CELL AIRTM	2.40
			110-03-53103-226-000	08/15 ST-CELL AIRTM	1.65
			110-02-52101-226-000	08/15 PD-CELL AIRTM	.55
				..... CHECK TOTAL	685.98
151724	8/28	HENRY SCHEIN	206-02-52205-318-000	08/15-FD MED SUPPLIE	820.27
			206-02-52205-318-000	08/15-FD MED SUPPLIE	256.10
			206-02-52205-318-000	08/15-FD MED SUPPLIE	195.25
			 CHECK TOTAL	1,271.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151725	8/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	08/28/15 CITY HRLY	165.50
151726	8/28	PELION BENEFITS, INC.	110-00-21517-000-000	8/16-31/15 DEDUCTS	6,154.91
151727	8/28	JOHNSON BANK	110-00-21532-000-000	08/31/15 CITY SAL	27,217.77
			110-00-21532-000-000	08/31/15 WATER SAL	3,340.25
			110-00-21532-000-000	08/31/15 LIBRARY SAL	1,125.00
			110-00-21532-000-000	08/28/15 CITY HRLY	1,122.38
			110-00-21532-000-000	08/28/15 WATER HRLY	439.62
				..... CHECK TOTAL	33,245.02
151728	8/28	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	WILSON DOL 05/11/11	3,410.00
			110-09-56402-219-000	BEAL DOL 03/05/08	1,903.00
			110-09-56402-219-000	SEMENAS DOL 6/9/14	1,144.00
			110-09-56402-219-000	CHILLUS DOL 9/09/10	33.00
				..... CHECK TOTAL	6,490.00
151729	8/28	NIELSEN MADSEN & BARBER SC	405-11-51517-589-830	07/15 VELODROME	3,644.98
151730	8/28	AMERICAN HYDRAULICS	630-09-50101-393-000	08/15 SE #2283 PARTS	993.00
151731	8/28	COMMERCIAL RECREATION SPECL	110-05-55111-389-000	Y-STRAINER, 4",	68.50
151732	8/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	08/31/15 DEDUCTION	743.00
			110-00-21581-000-000	08/31/15 DEDUCTION	400.00
			110-00-21581-000-000	08/28/15 DEDUCTION	104.00
			110-00-21581-000-000	08/28/15 DEDUCTION	87.00
			110-00-21581-000-000	08/28/15 DEDUCTION	45.00
				..... CHECK TOTAL	1,379.00
151733	8/28	GLEASON REDI-MIX	403-11-51202-588-000	08/15-ST CONCRETE MA	637.00
			403-11-51202-588-000	07/15-ST CONCRETE MA	612.50
			403-11-51202-588-000	08/15-ST CONCRETE MA	400.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	400.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	205.00
			403-11-51202-588-000	07/15-ST CONCRETE MA	175.00
				..... CHECK TOTAL	2,429.50
151734	8/28	MENARDS (KENOSHA)	110-03-53117-246-000	07/15-WA MERCHANDISE	227.56
			110-05-55109-344-000	07/15-PA MERCHANDISE	39.98
			110-02-52203-382-000	07/15-FD#3 MERCHANDI	34.95
			501-09-50105-344-000	07/15-ST MERCHANDISE	34.39
			110-05-55109-344-000	08/15-PA MERCHANDISE	17.44
			110-03-53109-389-000	07/15-ST MERCHANDISE	9.21
			 CHECK TOTAL	363.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151735	8/28	DELL COMPUTERS	110-01-51102-539-000 415-11-51505-539-000	DELL SERVERS CHARGING STATIONS CHECK TOTAL	7,417.62 4,000.06 11,417.68
151736	8/28	HANSEN'S POOL & SPA INC	110-01-51801-382-000	08/15-MB SUPPLIES/FO	147.93
151737	8/28	RED BARN DESIGN/ENGINEERING	405-11-51502-219-000	6/16-8/17 SHORELINE	4,740.00
151738	8/28	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000 520-09-50101-161-000	5/18-8/4/15 W/C 5/21-8/14/15 W/C CHECK TOTAL	5,376.55 605.27 5,981.82
151739	8/28	BEST DOCTORS	611-09-50101-155-527	07/15 PREMIUM	1,507.15
151740	8/28	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	08/31/15 DEDUCTION	252.14
151741	8/28	TOASTMASTERS INTERNATIONAL	631-09-50101-264-000	GREG HOLVERSON	32.00
151742	8/28	WIS SCTF	110-00-21581-000-000	08/31/15 SAL DEDUCTS	10,322.13
151743	8/28	WIS SCTF	110-00-21581-000-000	08/28/15 HRLY DEDCT	1,315.33
151744	8/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	08/31/15 DEDUCTION	375.00
151745	8/28	GRAINGER	110-02-52203-344-000	07/15-FD PARTS/MATER	47.18
151746	8/28	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000 110-05-55109-344-000	07/15 SE UNIFORM/GLO 07/15 TD UNIFORM/GLO 07/15 FD UNIFORM/GLO 07/15 PA UNIFORM/GLO CHECK TOTAL	765.33 405.15 282.35 39.27 1,492.10
151747	8/28	EZ PACK N SHIP ETC, INC	110-01-51306-312-000 110-01-51306-312-000	07/15 FD UPS SERVICE 07/15 PD UPS SERVICE CHECK TOTAL	198.45 70.75 269.20
151748	8/28	GILLIG CORPORATION	520-09-50201-347-000	07/15-BUS PARTS	265.33
151749	8/28	ERICKSON AUTO TRIM	630-09-50101-393-000	08/15 SE #2321 UPHOL	450.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151750	8/28	RIMKUS, JASON	761-09-50101-111-000	08/16-31/15 SERVICE	1,971.70
			761-00-21514-000-000	08/16-31/15 SERVICE	28.59CR
			761-00-21599-000-000	08/16-31/15 SERVICE	98.56CR
			761-00-21512-000-000	08/16-31/15 SERVICE	98.60CR
			761-00-21511-000-000	08/16-31/15 SERVICE	122.25CR
			761-00-21513-000-000	08/16-31/15 SERVICE	227.00CR
			..... CHECK TOTAL		1,396.70
151751	8/28	PIRO, RALPH	761-09-50101-111-000	8/16-31/15 SERVICE	934.78
			761-00-21514-000-000	8/16-31/15 SERVICE	13.56CR
			761-00-21599-000-000	8/16-31/15 SERVICE	25.00CR
			761-00-21512-000-000	8/16-31/15 SERVICE	31.50CR
			761-00-21511-000-000	8/16-31/15 SERVICE	57.96CR
			761-00-21513-000-000	8/16-31/15 SERVICE	78.00CR
			..... CHECK TOTAL		728.76
151752	8/28	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	08/15 SE #3155 PARTS	50.82
151753	8/28	AIRGAS NORTH CENTRAL	632-09-50101-389-000	07/15 SE INDUSTRIAL	300.61
			206-02-52205-389-000	07/15 FD #4 INDUSTRI	112.37
			520-09-50201-317-000	07/15 TD INDUSTRIAL	92.27
			206-02-52205-344-000	07/15 FD #4 INDUSTRI	58.59
			206-02-52205-389-000	07/15 FD #7 INDUSTRI	54.82
			206-02-52205-389-000	07/15 FD #5 INDUSTRI	49.98
			206-02-52205-389-000	07/15 FD #3 INDUSTRI	49.98
			521-09-50101-344-000	07/15 AR INDUSTRIAL	29.95
			206-02-52205-344-000	07/15 FD #7 INDUSTRI	25.11
			206-02-52205-389-000	07/15 FD #2 INDUSTRI	8.06
			..... CHECK TOTAL		781.74
151754	8/28	RED THE UNIFORM TAILOR	520-09-50101-367-000	08/15 TD-UNIFORMS	217.78
			110-02-52206-367-000	08/15 FD-UNIFORMS	160.70
			110-02-52206-367-000	08/15-FD UNIFORMS	83.40
			110-02-52206-367-000	08/15 FD-UNIFORMS	81.85
			110-02-52206-367-000	07/15 FD-UNIFORMS	44.00
			110-02-52103-365-000	08/15 PD-UNIFORMS	21.90
			..... CHECK TOTAL		609.63
151755	8/28	UNITED HEALTHCARE INSURANCE	611-09-50101-155-517	09/15 PREMIUM	121,415.00
			611-09-50101-155-518	09/15 PREMIUM	36,356.25
			611-09-50101-155-519	09/15 PREMIUM	3,920.00
			611-09-50101-155-519	08/15 ADJUSTMENT	4.48CR
			611-09-50101-155-518	08/15 ADJUSTMENT	41.55CR
			611-09-50101-155-517	08/15 ADJUSTMENT	138.76CR
		 CHECK TOTAL		161,506.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151756	8/28	BAYCOM	422-11-51501-511-000 422-11-51501-511-000	VOLUME KNOB CHANNEL KNOB CHECK TOTAL	108.00 90.00 198.00
151757	8/28	MEDEX LLC	110-09-56405-161-000	8/18/15 W/C	750.00
151758	8/28	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	3/25/15 W/C	15.00
151759	8/28	IOD INCORPORATED	110-09-56405-161-000	7/6/15 W/C	8.87
151760	8/28	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/15/15 W/C	52.00
151761	8/28	UNITED OCC MEDICINE	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	6/1/15 W/C 6/30/15 W/C 6/16/15 W/C 5/5/15 W/C 4/20/15 W/C CHECK TOTAL	259.20 245.70 167.40 167.40 167.40 1,007.10
151762	8/28	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	6/8/15 W/C 6/5/15 W/C 7/21/15 W/C 6/11/15 W/C CHECK TOTAL	549.95 266.90 179.35 179.35 1,175.55
151763	8/28	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	7/15/15 W/C	178.32
151764	8/28	MH IMAGING KENOSHA	110-09-56405-161-000	8/12/15 W/C	1,200.00
151765	8/28	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/20/15 W/C	93.60
151766	8/28	GREAT LAKES FOOT & ANKLE CTR	110-09-56405-161-000 110-09-56405-161-000	5/18/15 W/C 6/15/15 W/C CHECK TOTAL	517.75 74.40 592.15
151767	8/28	PRECISION MEDICAL PRODUCTS	110-09-56405-161-000	1/12/15 W/C	756.01
151768	8/28	KOHN LAW FIRM S.C.	110-00-21581-000-000	08/31/15 DEDUCTION	157.40
151769	8/28	SCHNEIDERMAN, KAYLA C	110-00-44709-000-000	BARTENDER LICENSE	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151770	8/28	KENOSHA FREEDOM FAITH	110-00-21905-000-000	EQUIPMENT RENTAL	50.00
151771	8/28	LEEWARD HOLDINGS, LLC	110-00-21905-000-000 110-00-46531-000-000	SHOWMOBILE-8/7/15 NEW SHOWMOBILE CHECK TOTAL	150.00 50.00 200.00
151772	8/28	HAMPTON INN & SUITES KENOSHA	110-00-21112-000-000	CLASS B BEER/LIQUOR	50.00
151773	8/28	SOPPA, APRIL M	110-00-44709-000-000	BARTENDER LICENSE	50.00
151774	8/28	CASEY FAMILY OPTIONS	110-00-21905-000-000	BEACH HOUSE-8/13/15	300.00
151775	8/28	KENOSHA YOUTH FOOTBAL LEAGUE	110-00-21905-000-000	ANDERSON POOL-8/15	100.00
151776	8/28	MONPETIT, AMBER	110-00-21905-000-000	BEACHHOUSE 8/15/15	300.00
151777	8/28	LUCAS, BERNICE	110-00-21905-000-000	BEACHHOUSE 8/16/15	300.00
151778	8/28	WATERMOLEN, GARY	110-00-46581-000-000 110-00-21905-000-000 110-00-46532-000-000	CANCELLATION 7/1/16 CANCELLATION 7/1/16 CANCELLATION 7/1/16 CHECK TOTAL	525.00 250.00 25.00 800.00
151779	8/28	MADDEN, WALTER	206-00-13107-000-000	10/29/09 TRANSPORT	.66
151780	8/28	CAIRA, LLC	110-09-56404-719-000	LT POLE 11/24/14	501.95
151781	8/28	HUBBARD, ELTON	110-09-56404-719-000	5/15 GARBAGE CAN	15.00
151782	8/28	WILLIAMS, LORROLI	110-09-56404-719-000	5/20/15 GARBAGE CANS	40.00
151783	8/28	BRIETCHAFT, PHILLIP	110-02-52103-341-000	TRAINING VAN	20.00
151784	8/28	BENVENUTO, NICHOLAS	110-02-52103-263-000	8/13/15 WINNEBAGO	12.00
151785	8/28	HAMILTON, WILLIE	110-02-52103-263-000	8/13/15 WINNEBAGO	12.00
151786	8/28	GARRETT, BARBARA	520-09-50101-367-000	2015 UNIFORM ALLOW	100.00
151787	8/28	SCHUPPE, JAMES	110-02-52203-263-000 110-02-52203-263-000 110-02-52203-263-000	7/28-31/15 ST PAUL 7/28-31/15 ST PAUL 7/28-31/15 ST PAUL CHECK TOTAL	541.98 100.00 57.60 699.58

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151788	8/28	BARLETT, VALERIE	110-09-56405-161-000	8/12/15 MRI INCENT.	100.00
151789	8/28	MORETTI, PEP	110-02-52103-263-000	8/11/15 WINNEBAGO	12.00
			110-02-52103-263-000	8/10/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
151790	8/28	BONDS, CHRISTOPHER	110-02-52103-263-000	8/10/15 WINNEBAGO	12.00
151791	8/28	GRIFFEY, BERNARD W	110-02-52103-263-000	8/5/15 WINNEBAGO	12.00
151792	8/28	WALTERS, BRADLEY G	110-02-52103-263-000	8/10/15 WINNEBAGO	12.00
151793	8/28	BISCIGLIA, PETER	110-02-52103-263-000	08/10/15 WINNEBAGO	12.00
151794	8/28	BLEVINS, ALFONZO	110-09-56405-161-000	6/2/15 RX REIMB.	35.44
151795	8/28	SALDANA, ROBERT	110-09-56405-161-000	7/13-8/3/15 SUPPL/RX	22.94
GRAND TOTAL FOR PERIOD *****					21,518,469.78



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

September 11, 2015

To: Scott Gordon, Chairman
Parks Commission

Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E.
Acting Director of Public Works

Subject: Change Order (Contract Deadline Only) for Project 14-1417 Parkway Tree Removal
Phase II.

BACKGROUND/ANALYSIS

Staff has been working with Legal and the Contractor to get this project completed as soon as possible. Through these discussions it is being proposed that the contract be extended until December 18, 2015. The contractor is also required to call the Park Field Supervisor daily to report location and status.

RECOMMENDATION

Approve the change order amending the contract deadline.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Tree Removal Phase II
Project Number: 14-1417
C.I.P. Line Item: PK-93-004
Purchase Order #: 14-1139
Contractor: Droprite Tree & Landscape, LLC
Park Commission Action: **9/14/15**
Public Works Committee Action: **9/21/15**
Finance Committee: **N/A**
Date of Common Council Action: **9/21/15**

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended 352 days. The project will be completed no later than **December 18, 2015**. The Contractor shall be responsible for calling the Park Field Supervisor daily to report location and status.

This change order is approved by:

CONTRACTOR

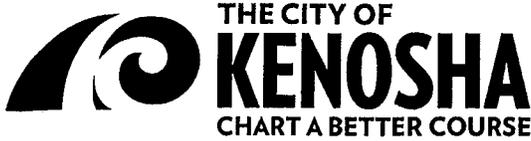
Daniel Tessmann
Droprite Tree

CITY OF KENOSHA, MAYOR

DATE

9/3/15

DATE



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

September 11, 2015

To: Scott Gordon, Chairman
Parks Commission

Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E.
Acting Director of Public Works

Subject: Change Order (Contract Deadline Only) for Project 15-1417 Parkway Tree Removal.

BACKGROUND/ANALYSIS

Staff has been working with Legal and the Contractor to get this project completed as soon as possible. Through these discussions it is being proposed that the contract be extended until April 30, 2015, the contractor shall remove at least twenty (20) trees per month and cleanup must be completed within two (2) hours of removal unless authorized by City Forester to extend to 24 hours when needed (emergency or unforeseen conditions).

RECOMMENDATION

Approve the change order amending the contract deadline, adjusting the tree removal limit to at least 20 trees per month (unless unforeseen conditions arise) and cleanup must be completed within two (2) hours of removal unless authorized by City Forester to extend to 24 hours when needed.

THE CITY OF KENOSHA
CHANGE ORDER

Project Name: 2015 Parkway Tree Removal
Project Number: 15-1417
C.I.P. Line Item: PK-93-004
Purchase Order #: Not assigned yet
Contractor: Affordable Tree Care, LLC
Park Commission Action: **9/14/15**
Public Works Committee Action: **9/21/15**
Finance Committee: **9/21/15**
Date of Common Council Action: **9/21/15**

City and contractor agree to the following that the above contract is amended to specify that: contract completion deadline will be extended 120 days. The project will be completed no later than **April 30, 2016**; the contractor shall remove at least twenty (20) trees per month; cleanup must be completed within two (2) hours of removal unless authorized by City Forester to extend to 24 hours when needed.

This change order is approved by:

CONTRACTOR



CITY OF KENOSHA, MAYOR

DATE

9/9/15

DATE

2015 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**"AFFORDABLE" TREE CARE LLC
a Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$65,000.00

CONTRACT AMOUNT: \$61,662.50

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$3,337.50**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the "**CITY**", and "**AFFORDABLE**" **TREE CARE LLC**, a Wisconsin limited liability company, located at 3201 County Road H, Sturtevant, WI 53177, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. "CONTRACT" means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. "CONTRACTOR" shall mean "AFFORDABLE" TREE CARE LLC, and any subcontractors approved by the CITY.
 - c. "FORESTER" shall mean the Forester of the City of Kenosha within the Park Division, including designees.
 - d. "OVERPAYMENT" means any money the CONTRACTOR received which the CONTRACTOR was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the CITY.
 - e. "REMOVAL PROCESS" means the systematic removal of the tree, commencing with the first cut or break by the CONTRACTOR, and including the trunk, stump, wood shavings, stump grinding debris, basal sprouts, brush, vines, weeds, and debris removal within five feet (5') from outside of the trunk.
 - f. "RESTORATION" means repair of areas disturbed by the CONTRACTOR'S Work, including topsoil and seed, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.
 - g. "STUMPING" means either removal of a stump or grinding of a stump, as appropriate.
 - h. "WORK" means any contractual endeavor undertaken by the CONTRACTOR or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
 - i. "WORKING DAY" means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The CONTRACTOR, for the sum of Sixty One Thousand Six Hundred Fifty-Two Dollars and Fifty Cents (\$61,652.50), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the CONTRACTOR will perform additional services as directed by the CITY and as otherwise authorized in the Proposal not to exceed an additional Three Thousand Three Hundred Forty-Seven Dollars and Fifty Cents (\$3,347.50). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The CONTRACTOR will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The CONTRACTOR shall complete the Work within the Contract Term.

The CONTRACTOR shall fully remove at least twenty (20) trees per month until this Contract is terminated. Unless prior approval is obtained from the City for unforeseen conditions.

The CONTRACTOR shall complete the Removal Process and with respect to each tree within five (5) working days of the start of the Removal Process, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete stump grinding of those stumps designated by the Park Division within ten (10) calendar days of tree removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete Restoration of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seeding, within five (5) calendar days of stump removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting the Work, until completion and acceptance, or **April 30, 2016**, whichever is earlier.
 - b. Respecting the Warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with

the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

- 22. UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
- 23. CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, wood shavings, stump grinding debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process and Stumping of a specified tree, the **CONTRACTOR** shall remove all rubbish, debris, wood shavings, stump grinding debris, surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.
 - b. In the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree within the time specified and in the manner provided in the Specifications and Special Conditions attached as Exhibit B and this Contract, no payment with respect to any such tree shall be made by the **CITY**. In addition, in the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree as provided in this paragraph, the **CITY** may cause such Work to be performed and deduct the cost of such Work and all administrative costs associated with performing such Work from any payment due the **CONTRACTOR** under this Contract. The provisions of this paragraph shall be in addition to all other remedies available to the **CITY** under this Contract.
 - c. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.
- 30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
- 31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by

the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

- \$1,000,000 Each occurrence
- \$2,000,000 General Aggregate

Automobile Liability: (owned, non-owned, leased)

- \$1,000,000 Bodily Injury (per person)
 - \$1,000,000 Bodily Injury (per accident)
 - \$200,000 Property Damage (per accident)
- OR**
- \$1,000,000 Combined Single Limit (each accident)

Umbrella Liability:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Workers Compensation:

- Statutory Limits
- \$100,000 Employer Liability, Each Accident
- \$100,000 Employer Liability, Disease, Each Employee
- \$500,000 Employer Liability, Disease, Policy Limit

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

The **CITY** shall be named as an additional insured with respect the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect the insurance coverages listed above.

34. COOPERATION. The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address. Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

**"AFFORDABLE" TREE CARE LLC
3201 County Road H
Sturtevant, WI 53177**

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this

Agreement on the dates below given.

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

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

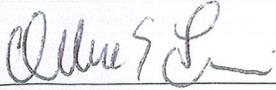
Date: _____

**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: _____

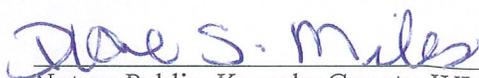
"AFFORDABLE" TREE CARE LLC
A Wisconsin Limited Liability Company

BY: 
DEBRA LEIN
Manager

Date: 9/9/15

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 9th day of September, 2015, Debra Lein, Manager, of "Affordable" Tree Care LLC, a Wisconsin limited liability company, to me known to be such Manager of said company, and acknowledged to me that she executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.


Notary Public, Kenosha County, WI.
My Commission expires/is: 3/15/19

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

CITY OF KENOSHA, WISCONSIN
PARK DIVISION

TREE REMOVAL
CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS

Project No. 15-1417

WORK TO BE PERFORMED. Work will consist of tree removal – severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of Contractor's responsible person(s).

INSPECTIONS. The contractor shall call the City Forester (cell phone number to be distributed at pre-construction meeting) 7:00 A.M. and 8:00 A.M. of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and /or the "Hazard Tree Removal Notification" letter.

The Park Division will provide a supply of informative leaflets at no cost to Contractor. The Contractor shall distribute the leaflets to the property owner where work is occurring, and to each abutting property owner. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at (262) 653-4080.

SAFETY. Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1(Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. **Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.**

REMOVAL. Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds associated to be removed as designated by City Forester.** Cleanup must be completed within two (2) hours of removal **unless**

authorized by City Forester to extend to 24 hours when needed. Shavings are not allowed to be left on site, and must be cleaned so the site is left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be the Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within **five (5) working days of start**. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

STUMP GRINDING. Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soils and **shall extend as far as is necessary between the sidewalk and curb to provide a uniform and level surface throughout the lawn park area.** Contractor is responsible for the hauling and deposit of all grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. **Stumps must be ground within 10 calendar days of tree removal, unless written permission is granted by the City Forester or his designee.**

TOPSOIL AND SEED. The contractor shall repair disturbed lawn areas adjacent to construction by placing and compacting of topsoil to the depth of grinding and mounded over stump hole to a height of two (2) inches above curb or sidewalk height.

Top soil material shall consist of loam, sandy loam, silt loam, silty clay loam or clay loam humas-bearing soils adapted to sustain plant life, and ensure this topsoil is in the Ph range of 6.0 to 7.0. Topsoil shall be compacted.

Topsoil shall be placed to a minimum depth of 2-4 inches and shall not be placed over any debris or material as described. All disturbed area needing more than 4 inches of topsoil shall be placed in lifts and thoroughly compacted so that there are no excessive settlement areas after contract is completed. The finished topsoil elevation shall be to a height of two (2") inches above curb or sidewalk height after thorough compaction.

Seeding shall consist of a type 40 mixture which shall include a blend of 35% Kentucky bluegrass, 20% red fescue, 20% hard fescue, and 25% improved fine perennial ryegrass. This mixture shall be uniformly distributed at a rate of 2 lbs. per 1000 square feet.

Construction limits shall be considered areas within 18 inches any area disturbed by the Contractor's operations.

Restoration of areas within construction limits shall be included in the unit bid price of topsoil and seed per tree. Topsoil and restoration shall be completed within 5 calendar days of the stump removal.

TRAFFIC CONTROL. Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

EVIDENCE. In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

PAYMENTS. Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBCONTRACTING. No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.

The City of Kenosha, Wisconsin, Department of Public Works will receive proposals to remove trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.