AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, September 21, 2009
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held September 9, 2009.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Proposed Ordinance by Alderperson Prozanski – To Repeal and Recreate Section 1.06 L., Regarding Partial Terms on Boards and Commissions.

TO THE PUBLIC WORKS COMMITTEE

A.2. Storm Sewer Easement between WE Energies and the City of Kenosha along the bike trail, west of 20th Avenue south of 13th Street, District #1. (Also refer to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

A.3. Petition to rezone properties generally located at 67th Street and 126th Avenue from A-2 Agricultural Land Holding and TRD-1 Traditional Single and Two-Family Residential District to TRD-2 Traditional Multi-Family Residential District in conformance with Section 10.02 of the Zoning Ordinance, District #17. (JH Bristol, LLC)

A.4. Quit Claim Deed to transfer City-owned property generally located at 79th Street between 14th Avenue and 15th Avenue from the City of Kenosha to Julianne Sertich, District #3. (Also refer to Board of Park Commissioners)

A.5. Quit Claim Deed to transfer City-owned property generally located at 79th Street between 14th Avenue and 15th Avenue from the City of Kenosha to Edward P. Carter, III, District #3. (Also refer to Board of Park Commissioners)

A.6. Quit Claim Deed to transfer City-owned property generally located at 79th Street between 14th Avenue and 15th Avenue from the City of Kenosha to Nancy C. Tawwater, District #3. (Also refer to Board of Park Commissioners)

A.7. Quit Claim Deed to transfer City-owned property generally located at 79th Street between 14th Avenue and 15th Avenue from the City of Kenosha to Michael F. and Cherie Rizzo, District #3. (Also refer to Board of Park Commissioners)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

B.2. Appeal to Conditions of Approval for Conditional Use Permit, Speedway #4029, 3708-60th Street. (Approved by City Plan Commission 9/10/09) *(Back-up Copies Provided by City Development)* (11th District)

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.
(Back-up Copies Provided by City Clerk)

C.1. Approve the following applications for new Operator's (Bartender) licenses, subject to:

-25 demerit points:
a. Cindy Lou Grube
b. Charles Hecker
c. Haylee Marescalco
d. Craig Mertes

-75 demerit points:
e. Acacia Burke
(Ayes 3: Noes 0) **HEARING**

C.2. DENY application of Joshua Post for a new Operator's (Bartender) license, based on ***material police record.*** (Ayes 3: Noes 0) **HEARING**

C.3. DENY application of Allen Coy for a new Taxi Driver's license based on ***material police record & false application.*** (Ayes 3: Noes 0) **HEARING**

C.4. Approve application of Friends of Wisconsin, LLC, Timothy S. Krueger, Agent, for a Class "B" Beer/"Class C" Wine License located at 7127 120th Avenue, (*Friends Restaurant & Deli*). (17th District) (Ayes 3: Noes 0) **HEARING**

C.5. Approve application of DJ Miller Investments, Inc., Donna M Miller, Agent, for an Amusement & Recreation Enterprise license located at 4237 Green Bay Road, (*Monkey Joe's*), with no adverse recommendations. (Ayes 3: Noes 0) **HEARING**

C.6. Approve Findings of Fact, Conclusions of Law and Recommendation (*to Assess 75 Demerit Points*) in the Matter of the Class "B" Beer/"Class B" Liquor License of Hernandez, Hernandez, LLC (*Nortap Tequila Bar & Lounge*) Located at 504-57th Street. (Ayes 3: Noes 0) **HEARING**

D. ORDINANCES 1st READING

D.1. By the Mayor – To Repeal and Recreate Section 10.04 C.2., Regarding the Number of "Class A" (Liquor) Licenses that May be Granted in the City. (LP-Ayes 3: Noes 0) *(Back-up Copies Provided by City Attorney)*

E. ZONING ORDINANCES 1st READING

E.1. By the Mayor - To rezone properties between 6102 and 6119 Sheridan Road and 838 62nd Street from IP Institutional Park to RG-2 General Residential (*in conformance with Section 10.02 of the Zoning Ordinance*). (2nd District) (City Plan Commission) (CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

E.2. By Alderperson Don Moldenhauer - To Repeal and Recreate Section 3.17 A.7 (of the Zoning Ordinance) regarding food commissary permitted use in the M-1 Light Manufacturing District. (Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

F. ORDINANCES 2nd READING

F.1. By Alderpersons Jesse Downing, Anthony Nudo, Ray Misner, and Patrick Juliana – To Repeal and Recreate, Renumber and Create Various Sections Regarding Use Restrictions and Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises (*Repeal and Recreate Sections 10.075 E.1. and 10.075 E.2 Regarding Use Restrictions of Outdoor Areas within Licensed Premises; to Renumber Section 10.075 J. and Section 10.075 K. and, to Create Section 10.075 J. Regarding the Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises.*) (LP-Ayes 5: Noes 0) (*Back-up Copies Provided by City Attorney*) **PUBLIC HEARING**

F.2. D.2.By Alderperson Patrick Juliana – To Repeal and Recreate Section 16.09 D.2., Regarding Recurring Violations of the Property Maintenance Code. (PSW-Ayes 4: Noes 0) (*Back-up Copies Provided by City Attorney*) **PUBLIC HEARING**

F.3. By Alderperson Michael J. Orth – To Repeal and Recreate Section 1.03 A.9.c., Regarding Speaker Sign-up at Common Council Meetings. *(Back-up Copies Provided by City Attorney)* **PUBLIC HEARING**

F.4. By Alderperson Stephen P. Casey – To Repeal and Recreate Sections 10.03 C., and D., Regarding Retail and Wholesale Establishments, and Retail "Class A" Liquor Licenses. (LP-Recommendation Pending) *(Back-up Copies Provided by City Attorney)* **PUBLIC HEARING**

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

H.1. By Finance Committee – To Levy Special Assessments Upon Various Parcels of Property Located Within the City of Kenosha per List on File in the Office of the City Clerk:

a. Removal of Graffiti - $280.00
b. Trash and Debris Removal - $550.00
c. Grass and Weed Cutting - $12,745.80
d. Property Maintenance Reinspection Fees - $1,750.00
e. Boarding and Securing - $1,298.48
f. Erosion Control Reinspection Fees - $630.00
g. Building and Zoning Reinspection Fees - $8,370.00
h. Unpaid Permit Fees - $1,175.00

(Fin.-Recommendation Pending) *(Back-up Copies Provided by NSI)* **HEARING**

H.2. By Alderperson Dan Prozanski – For the Common Council of the City of Kenosha, Wisconsin to Register its Objection Regarding Proposed Rate Increases to the Public Service Commission. *(Back-up Copies Provided by City Attorney)*

H.3. By Alderperson Stephen P. Casey – To Request the Board of Water Commissioners for the City of Kenosha (*Wisconsin*) to Impose a Three (3) Year Moratorium on Expenditures for Commissioner Junkets. *(Back-up Copies Provided by City Attorney)*

H.4. By Alderpersons Donald K. Holland and Don Moldenhauer – To Urge Time Warner Cable to Reconsider Its Decision and Reinstate WTTW, Channel 11, Chicago Public Television, to its Southeastern Wisconsin Lineup. *(Back-up Copies Provided by City Attorney)*

H.5. By the Mayor - To approve a one-lot Certified Survey Map at the northeast corner of 52nd Street and 14th Avenue. (7th District) (City of Kenosha) (PW-Ayes 4: Noes 0; CP-Ayes 5: Noes: 0 Abstain 1) *(Back-up Copies Provided by City Development)*

H.6. By the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 to Receive Outside Funding through the State of Wisconsin for the Construction of 14th Avenue Between 25th and 31st Streets (*by creating line TI-09-001 "14th Avenue – 25th Street to 31st Street" in the amount of $150,000 with outside funding in the amount of $150,000 and by amending 2010 in the amount of $1,140,000 with outside funding in the amount of $1,140,000 for a net change of $0*). (1st District) (Fin.-Recommendation Pending; PW-Ayes 4: Noes 0; C.P.-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

H.7. By the Mayor - To Amend the City of Kenosha Capital Improvement Program in 2009, 2010 and 2011 to Receive Funding through the American Recovery and Reinvestment Act (*ARRA*) for 38th Street (*for project CO-08-002 "38th Street – County Highway S to I-94 East Frontage Road" by increasing 2009 in the amount of $210,000, 2010 in the amount of $315,000 and 2011 in the amount of $470,000 with outside funding of $210,000 in 2009, $315,000 in 2010, and $470,000 in 2011 for a net change of $0*). (Fin.-Recommendation Pending; PW-Ayes 4: Noes 0; C.P.-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

H.8. By the Mayor - To Amend the City of Kenosha Capital Improvement Program in 2009 and 2010 to Receive Funding through the American Recovery and Reinvestment Act (ARRA) for the 80th Street Road Work Project (*by creating line CO-09-006 "80th Street from 30th Avenue to 39th Avenue" in 2009 in the amount of $110,000 by decreasing line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" in the amount of $110,000 and by increasing line CO-09-006 in 2010 by $553,500 with outside funding of $553,500 for a net change of $0*). (Fin.-Recommendation Pending; PW-Ayes 4: Noes 0; C.P.-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

H.9. By the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 to Receive Funding through the State of Wisconsin for the Neighborhood Stabilization Program (NSP) (*by creating line CD-09-002 "Neighborhood Stabilization Program" in 2009 in the amount of $1,737,467 with outside funding in the amount of $1,737,467 for a net change of $0.*) (Fin.-Recommendation Pending; CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

H.10. By the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 to Update the City-Wide Station Tone Alert System (*by creating line FI-09-007 "Tone Alert System" in the amount of $100,000 and reducing line FI-06-001 "Self-Contained Breathing Apparatus" in the amount of $100,000 for a net change of $0*). (Fin.-Recommendation Pending; PSW-Recommendation Pending; CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

H.11. By the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 to Purchase Five (5) 35' Buses (*by decreasing line TR-93-010 "Bus Replacement" in the amount of $65,000 and by increasing line TR-09-007 "35' Replacement Buses" in 2009 in the amount of $65,000 for a net change of $0*). (Fin.-Recommendation Pending; CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

(Back-up Copies Provided by Administration)

I.1. Reappointment of City Plan Commission representatives to the Community Development Block Grant Committee for terms to expire May 1, 2012:
a. Art Landry
b. Anita Faraone
(Back-up Copies Provided by Administration)

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. Approve Award of Project 09-1209 Municipal Office Building First Floor Tile Replacement (*625-52nd Street*) to Dickow Cyzak Tile Co. Inc., (*Kenosha, Wisconsin*), in the amount of $35,000.00. (2nd District) (PW-Ayes 4: Noes 0) *(Back-up Copies Provided by Public Works)*

K. OTHER CONTRACTS AND AGREEMENTS

K.1. Approve Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha. (7th District) (Fin.-Recommendation Pending; CP-Ayes 5: Noes 0: Abstain 1) *(Back-up Copies Provided by City Development)*

K.2. First Amendment to Development Agreement by and Between Boys and Girls Club of Kenosha, Inc., Boys and Girls Club of Kenosha Foundation, Inc., and the City of Kenosha, Wisconsin. (Fin.-Recommendation Pending) *(Back-up Copies Provided by City Development)*

K.3. Approve Jurisdictional Transfer Agreement between Wisconsin Department of Transportation and City of Kenosha. (16th & 17th Districts) (PW-Ayes 4: Noes 0; CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. Disbursement Records:
a. #15 – $5,902,743.39
b. #16 - $22,680,895.43
(Fin.-Recommendation Pending) *(Back-up Copies Provided by Finance)*

L.2. Approve Offer to Donate Land Located North of 38th Street from Thomas and Kristine Hincz to the City of Kenosha for Airport Purposes. (16th District) (Fin.-Recommendation Pending; CP-Ayes 6: Noes 0) *(Back-up Copies Provided by City Development)*

L.3. Request for Approval of Settlement Agreement/Release with R & C Investors, LLP. (Fin.-Recommendation Pending) *(Back-up Copies Provided by NSI)* *CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Common Council may go into closed session for a period of time regarding this item and may or may not reconvene into open session for purposes of holding a hearing and making a final determination.* *(Back-up Copies Provided by NSI)*

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. Approve Final Acceptance of the following Projects:
a. 04-1751 Kenosha Transit Facility (*4303 39th Avenue*) - Seater Construction Company, Inc. and its Subcontractors, (*Racine, Wisconsin*), - $11,329,408. (10th District) (PW-Ayes 4: Noes 0)
b. 09-1221 Waste Transfer Wall Repair (*1001 50th Street*)- Bane Nelson, Inc., (*Kenosha, Wisconsin*), - $33,400.00. (2nd District) (PW-Ayes 4: Noes 0)
(Back-up Copies Provided by Public Works)

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

OTHER

And such matters as are authorized by law or regular business.
LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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

COMMON COUNCIL
OFFICIAL PROCEEDINGS
Wednesday, September 9, 2009

Keith G. Bosman, Mayor **Michael K. Higgins, City Clerk**

KENOSHA MUNICIPAL BUILDING COUNCIL CHAMBERS ROOM 200
Wednesday, September 9, 2009

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

The meeting was called to order at 7:02 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Moldenhauer, Holland, Ruffolo, Carpenter, Ohnstad, Juliana, Marks, Kennedy, Nudo, Misner, Prozanski, Orth, Downing and Bogdala. Excused: Alderperson Ruef and Casey.

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 Haugaard, seconded by Alderperson Carpenter, to approve the minutes of the meeting held August 17, 2009.

Motion carried unanimously.

Nine (9) Citizens spoke during Citizen's Comments: Dino Marchesini, Cynthia Schierenberg, Jon Marshall, Bob Danbeck, George Brack, Patti Diaz, Rex Smallwood, Yolanda Adams and Louis Rugani.

A. REFERRALS
TO THE COMMITTEE ON FINANCE

A.1. Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha. (Also refer to City Plan Commission)

A.2.Offer to Donate Land located north of 38th Street from Thomas and Kristine Hincz to the City of Kenosha for airport purposes, District #16. (Also refer to City Plan Commission)

A.3. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line TI-09-001 "14th Avenue – 25th Street to 31st Street" in the amount of $150,000 with outside funding in the amount of $150,000 and by amending 2010 in the amount of $1,140,000 with outside funding in the amount of $1,140,000 for a net change of $0, District #1. (Also refer to Public Works Committee & City Plan Commission)

A.4. To amend the City of Kenosha Capital Improvement Program by creating line CO-09-006 "80th Street from 30th Avenue to 39th Avenue" in 2009 in the amount of $110,000 by decreasing line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" in the amount of $110,000 and by increasing line CO-09-006 in 2010 by $553,500 with outside funding of $553,500 for a net change of $0. (Also refer to Public Works Committee & City Plan Commission)

A.5. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line CD-09-002 "Neighborhood Stabilization Program" in 2009 in the amount of $1,737,467 with outside funding in the amount of $1,737,467 for a net change of $0. (Also refer to City Plan Commission)

A.6. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line FI-09-007 "Tone Alert System" in the amount of $100,000 and reducing line FI-06-001 "Self-Contained Breathing Apparatus" in the amount of $100,000 for a net change of $0. (Also refer to City Plan Commission & Public Safety & Welfare Committee)

A.7. To amend the City of Kenosha Capital Improvement Program for 2009 by decreasing line TR-93-010 "Bus Replacement" in the amount of $65,000 and by increasing line TR-09-007 "35' Replacement Buses" in 2009 in the amount of $65,000 for a net change of $0. (Also refer to City Plan Commission)

A.8.First Amendment to Development Agreement by and Between Boys and Girls Club of Kenosha, Inc., Boys and Girls Club of Kenosha Foundation, Inc., and the City of Kenosha, Wisconsin.

A.9. To amend the City of Kenosha Capital Improvement Program in 2009, 2010 and 2011 for project CO-08-002 "38th Street – County Highway S to I-94 East Frontage Road" by increasing 2009 in the amount of $210,000, 2010 in the amount of $315,000 and 2011 in the amount of $470,000 with outside funding of $210,000 in 2009, $315,000 in 2010, and $470,000 in 2011 for a net change of $0. (Also refer to Public Works Committee & City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

A.10. Resolution to approve a one-lot Certified Survey Map at the northeast corner of 52nd Street and 14th Avenue, District #7. (City of Kenosha) (Also refer to City Plan Commission)
A.11. Jurisdictional Transfer Agreement between Wisconsin Department of Transportation and City of Kenosha, Districts 16 and 17. (Also refer to City Plan Commission)

TO THE PUBLIC SAFETY & WELFARE COMMITTEE

A.12. Proposed Ordinance Changes: Chapter 9 - Building Code, and Chapter 33 - Land-disturbing Erosion and Sediment Control Ordinance. (Also refer to Storm Water Utility Committee)

TO THE LICENSING/PERMIT COMMITTEE

A.13.Proposed Ordinance to Repeal and Recreate Section 10.04 C.2., Regarding the Number of "Class A" Licenses that May be Granted in the City of Kenosha.

TO THE CITY PLAN COMMITTEE

A.14.Petition to rezone properties between 6102 and 6119 Sheridan Road and 838 62nd Street from IP Institutional Park to RG-2 General Residential in conformance with Section 10.02 of the Zoning Ordinance, District #2. (City Plan Commission)
A.15.To Repeal and Recreate Section 3.17 A.7 of the Zoning Ordinance regarding food commissary permitted use in the M-1 Light Manufacturing District.

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve:
a. 35 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
c. 1 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
d. 2 application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.
B.1.1 It was then moved by Alderperson Downing, seconded by Alderperson Haugaard to allow Alderperson Misner to abstain.
On a voice vote, motion to approve carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to approve the following applications for new Operator's (Bartender) licenses, subject to:
-0 demerit points:
a. Jamie DeVore
-25 demerit points:
b. Rebecca Groth
c. Rachael Kaleck
d. Heather McGuinness
e. Kayla Petty
-40 demerit points:
f. Tamim Chowdhury
-75 demerit points:
g. Daniel Jeffery
h. Jonathan Johnston

i. Catherine Maxey
A hearing was held. No one spoke. On a voice vote, motion carried.
C.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to DENY application of Eric Christensen for a new Operator's (Bartender) license, based on material police record & false application.
A hearing was held. No one spoke. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

It was moved by Alderperson Nudo, seconded by Alderperson Juliana to send the following ordinances on their way after being read:
D.1. By Alderpersons Jesse Downing, Anthony Nudo, Ray Misner, and Patrick Juliana – To Repeal and Recreate, Renumber and Create Various Sections Regarding Use Restrictions and Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises (Repeal and Recreate Sections 10.075 E.1. and 10.075 E.2 Regarding Use Restrictions of Outdoor Areas within Licensed Premises; to Renumber Section 10.075 J. and Section 10.075 K. and, to Create Section 10.075 J. Regarding the Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises.)
D.2. By Alderperson Patrick Juliana – To Repeal and Recreate Section 16.09 D.2., Regarding Recurring Violations of the Property Maintenance Code.
D.3. By Alderperson Michael J. Orth – To Repeal and Recreate Section 1.03 A.9.c., Regarding Speaker Sign-up at Common Council Meetings.
D.4. By Alderperson Stephen P. Casey – To Repeal and Recreate Sections 10.03 C., and D., Regarding Retail and Wholesale Establishments, and Retail "Class A" Liquor Licenses.
On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Nudo, seconded by Alderperson Carpenter, to adopt Ordinance 40-09 as amended.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried (14-1) with Alderperson Juliana voting nay and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 40-09
BY: ALDERPERSON RAY MISNER
TO REPEAL AND RECREATE SECTION 1.01 OF THE CODE OF GENERAL ORDINANCES, ENTITLED "COMMON COUNCIL"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 1.01 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows: 1.01 COMMON COUNCIL A. Composition. The Common Council of the City of Kenosha shall be composed of the Mayor and seventeen (17) Alderpersons. One (1) Alderperson shall be elected from each of the seventeen (17) Districts of the City for the term of two (2) years on the first Tuesday of April in even numbered years commencing with April 1, 1958, or on such other date determined by State law, rule or regulation. B. Duties of Alderpersons. 1. Mandatory Responsibility. In addition to the responsibilities imposed by the Wisconsin Statutes or by the Common Law, each Alderperson shall: a. Unless excused for particular meetings of the Common Council, attend each duly scheduled regular or special meeting of the Common Council. b. Unless excused for particular meetings of the Committee to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Committee. c. Unless excused for particular meetings of the Commission or Board to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Commission or Board. 2. Constitutent Contact. It is encouraged that each Alderperson every calendar month provide an eight (8) hour period of service availability to constituents, which eight (8) hour period will be exclusive of any other responsibilities; said service availability may be provided through public concourse, including, but not limited to,

listening sessions, in-home constituent visits, or attendance at an aldermanic office. 3. Absences. a. Excused. Any Alderperson who will be absent from a meeting to which the Alderperson is responsible to attend shall have the obligation of contacting the presiding officer of that body. If the presiding officer excuses the Alderperson, at the initiation of the meeting, after the roll call, the presiding officer shall cause the Clerk to note for the minutes that the Alderperson is excused. Any member of the body may object to the excused nature of the absence; in the event of an objection, the excused nature of the absence shall be put to a vote of the body. A majority of those of the body in attendance is required to sustain the objection. b. Unexcused. In the event that an absence is deemed unexcused, whether by inability of the Alderperson to contact the presiding officer in advance of the meeting, the refusal of the presiding officer to excuse the absence, or sustained objection by the body, the Alderperson may appeal the unexcused nature of the absence to the body at the next meeting attended by the Alderperson. Notice of such appeal shall be made in a sufficient time to enable it to be placed on an agenda in due course. Such appeal need not be in writing. Such appeal will not be in the nature of reconsideration. Such appeal will be granted and the absence(s) excused by a majority vote of those of the body in attendance. C. Compensation. 1. Monthly Salary. Each Alderperson shall be paid a salary of Four Thousand One Hundred ($4,100) Dollars per Annum commencing on the third Tuesday of April, 1992. Commencing on the third Tuesday of April, 1996, each Alderperson shall be paid a salary of Five Thousand One Hundred ($5,100) Dollars per annum. Commencing on the third Tuesday of April, 1998, each Alderperson shall be paid a salary of Five Thousand Five Hundred ($5,500) Dollars per annum. 2. Per Diem Allowance. In addition to the salary in Paragraph C.1., each Alderperson shall receive the following compensation: a. A Per Diem of Fifty ($50) Dollars for each day he/she is absent from the City at the direction of the Common Council or of the Mayor, together with all travel, meals and out-of-pocket expenses incurred therewith. Effective January 1, 1983, said per diem shall be One Hundred ($100) Dollars per full day (six hours or more in attendance) and Fifty ($50) Dollars for less than a full day (two hours or more in attendance). b. A Per Diem of Fifty ($50) Dollars for each day for attendance at any meeting of the Common Council, or a Committee thereof, or for attendance at any other meeting or conference approved in advance by the Mayor held on Monday through Friday between the hours of 8:00 A.M. and 4:00 P.M. Effective January 1, 1983, said per diem shall be One Hundred ($100) Dollars per full day (six hours or more in attendance) and Fifty ($50) Dollars for less than a full day (two hours or more in attendance). c. A Per Diem of One Hundred ($100) Dollars for each day for any Alderperson who performs the duties of "Acting Mayor". d. The Mayor is authorized to reject Per Diem claims when in his/her opinion he/she believes that only a nominal amount of time was worked on a given day, causing no financial loss to an Alderperson or when he/she believes that the time worked by an Alderperson forming the basis for a Per Diem claim was unauthorized or unnecessary. The decision of the Mayor may be appealed by an Alderperson to the Common Council. e. Alderpersons who are not covered by or eligible for an employer provided Plan or policy of insurance providing for hospital, surgical and major medical benefits are eligible for coverage under the City's hospital, surgical and major medical plan or policy of insurance, the full premium thereof to be paid by said Alderperson, provided that the Alderperson requesting said City plan or policy make proper application therefor, be eligible under the terms of the plan or policy, take any physical examinations which may be required and abide by any waiting period which may be applicable. f. A One Hundred ($100.00) Dollar per month expense allowance to cover in-City mileage, meals and miscellaneous expenses, effective January 1, 2001. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

F.2. It was moved by Alderperson Juliana, seconded by Alderperson Nudo, to adopt the proposed Ordinance by Alderman Patrick Juliana - To Repeal and Recreate Section 11.02 E. of the Code of General Ordinances Regarding Objectionable Language.

A public hearing was held. One person, Jon Marshall, spoke against said ordinance.

F.2.1 It was then moved by Alderperson Juliana, seconded by Alderperson Kennedy to amend, by adding the following after the word "function": *under circumstances in which such language tends to cause or provoke a*

disturbance. On a voice vote, motion carried.

F.2.2. After much discussion, it was moved by Alderperson Ruffolo, seconded by Alderperson Nudo to refer back to the Public Safety & Welfare Committee.

F.2.3. It was then moved by Alderperson Juliana, seconded by Alderperson Nudo to amend the motion to refer back to Public Safety & Welfare Committee to defer for 45 days with review by the Public Safety & Welfare Committee to occur within that time. On a voice vote, motion carried.

F.3. It was moved by Alderperson Misner, seconded by Alderperson Carpenter, to adopt the proposed Charter Ordinance No. 37 - By Alderperson Ray Misner - To Amend Charter Ordinance No. 29, To Create Article IV, Section I, Subsection D, of the Civil Service System Ordinance for the City of Kenosha, Wisconsin to Require Approval of the Common Council for Satisfactory Completion of Probation for Certain City Officials.

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

On roll call vote, motion failed (required 2/3 vote of full Council-12 votes) 10-5 with Alderpersons Kennedy, Moldenhauer, Ohnstad, Juliana and Marks voting nay.

At this time Alderpersons Carpenter and Marks left the meeting. Alderperson Carpenter returned prior to consideration of item H4. Alderperson Marks returned prior to action on items K1 through M1.

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

It was moved by Alderperson Nudo, seconded by Alderperson Juliana to adopt Resolutions 110-09 through 114-09.

H.1. RESOLUTION NO. 110-09
BY: FINANCE COMMITTEE
RESOLUTION TO CORRECT RESOLUTION #71-09 FOR SIDEWALKS AND DRIVEWAY APPROACHES PROJECT #08-1012 RESURFACING PHASE I

WHEREAS, Resolution #71-09 for Project #08-1012 (39th Avenue - 67th Street to 60th Street) in the amount of $14,973.01 was passed by the Kenosha Common Council on June 15, 2009, WHEREAS, it has been determined that a special assessment against Parcel #01-122-01-253-011 in the amount of $164.63 for sidewalk repair was levied in error, WHEREAS, it has been determined that Parcel #01-122-01-232-006 was incorrectly billed in the amount of $676.00, and should have been billed in the amount of $456.50. NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from $14,973.01 to $14,588.88. Passed this 9th day of September, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. RESOLUTION NO. 111-09
BY: FINANCE COMMITTEE
RESOLUTION TO CORRECT RESOLUTION #72-09 FOR SIDEWALKS AND DRIVEWAY APPROACHES
PROJECT #08-1208 SIDEWALK & CURB/GUTTER PROGRAM

WHEREAS, Resolution #72-09 for Project #08-1208 (67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations) in the amount of $40,892.22 was passed by the Kenosha Common Council on June 15, 2009, WHEREAS, it has been determined that a special assessment against Parcel #04-122-13-277-014 in the amount of $125.61 for sidewalk repair was levied in error, NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from $40,892.22 to $40,766.61. Passed this 9th day of September, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. RESOLUTION NO. 112-09
BY: COMMITTEE ON FINANCE
TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN

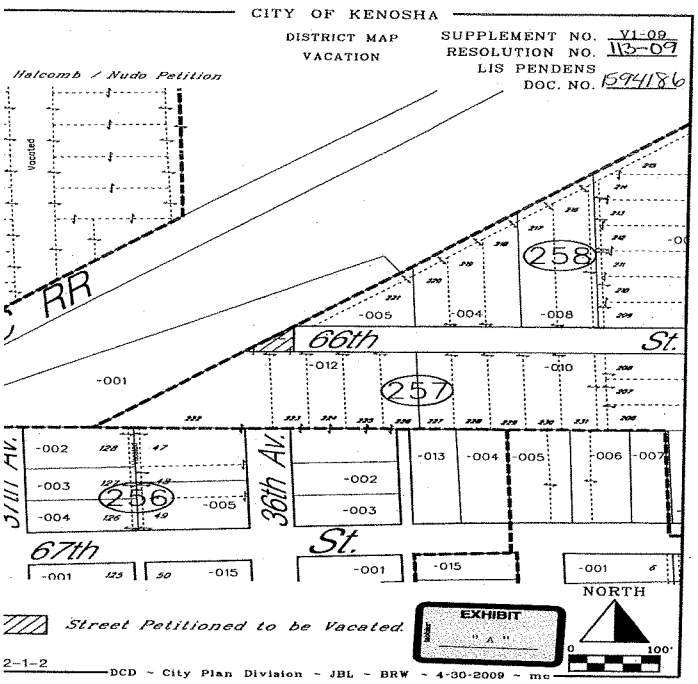
WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended, of the City of Kenosha, Wisconsin; and, WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five ($75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and, WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated August 31, 2009, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended, special assessments in the total amount of Four Thousand Two Hundred Ninety-three Dollars and Seventy-eight Cents ($4,293.78) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution. Adopted this 9th day of September, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. RESOLUTION NO. 113-09
BY: COMMITTEE ON PUBLIC WORKS
TO VACATE A PORTION OF 66TH STREET LOCATED WEST OF 34TH AVENUE PURSUANT TO SECTION 66.1003(4), WISCONSIN STATUTES
[Halcomb/Nudo]

WHEREAS, the public interest requires the vacation of a portion of 66th Street located West of 34th Avenue. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley, described in Exhibit "A" and legally described as follows: All of a part of 66th Street, west of 34th Avenue, in Fairview Park, Harry L. Goldbergs Addition, a subdivision of record in the Northwest Quarter of Section 1, Town 1 North, Range 22 East of the Fourth Principal Meridian, said part of 66th Street to be vacated being further described as follows: Beginning at the northwest corner of Lot 222 in said subdivision; thence North 55°58'00" East along the easterly line of the (former) Chicago and Northwestern Railway right-of-way, as shown on said subdivision plat, a distance of 67.51 feet to the north line of said 66th Street; thence South 2°18'00" West at right angle to the north line of 66th Street; 40.00 feet to the south line of said 66th Street; thence North 87°42'00" West along said south line, 54.39 feet to the point of beginning; bearings and distances herein being based on said subdivision plat. be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights. Any and all Utilities, including the City, furnishing gas, sewer, water, electric, telephone and related services, and any City Cable T.V. Franchise Holder, shall have reserved to them or are hereby and herein given and granted, the right, permission, and authority to inspect, repair and maintain their respective existing installation and Utilities in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them. Said Utilities and Franchise Holder are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Among the specific beneficiaries of this easement shall be the City of Kenosha, City of Kenosha Water Utility, S.B.C. (formerly Ameritech), Wisconsin Electric Power Company, and any holder of a

City Cable T.V. Franchise. Easement holders shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by easement holders to effectively use their easements, although easement holders shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights. However, any easement holder may waive their rights hereunder and consent to the construction of a building or structure upon vacated property. IT IS FURTHER UNDERSTOOD that the area vacated will accrue to the abutting property owners according to law. BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office. BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution. Adopted this 9th day of September, 2009.



CONSENT PETITION TO VACATE AN ALLEY or STREET

TO: Mayor Antaramian and the Common Council
City of Kenosha, Wisconsin

Dear Members of Council:

We, the undersigned adjoining property owners, do hereby consent and concur in the request to have *a portion of an / the alley / street* vacated as set forth on the attached map.

DATE	OWNER	ADDRESS	Will you build in the vacated right-of-way? *

Maps are available for viewing in the office of the City Clerk.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

H.5. RESOLUTION NO. 114-09
BY: THE MAYOR
TO APPROVE THE REVISED CITY OF KENOSHA, WISCONSIN, BOND SCHEDULE FOR MUNICIPAL COURT

WHEREAS, the City of Kenosha, Wisconsin, pursuant to authority of Wisconsin Statutes Section 755, established a Municipal Court to adjudicate alleged violations of City Ordinances, including statutory traffic forfeitures adopted by City Ordinances; and, WHEREAS, in order to utilize Uniform Municipal Citations for purposes of facilitating notification of violations to alleged violators, pursuant to Wisconsin Statutes Section 778.25, and others, a deposit schedule must periodically be established for violations; and, WHEREAS, said deposit schedule by law, in addition to a base forfeiture for each violation, must include various fees, surcharges, and costs (e.g.,

penalty assessment of twenty-six (26%) percent pursuant to Section 165.87, jail assessment of Ten ($10.00) Dollars pursuant to Section 302.46(1), a crime lab fee of Eight ($8.00) Dollars, and locally-imposed court costs of a maximum of Twenty-eight ($28.00) Dollars pursuant to Wisconsin Statutes Section 814.65(1) and established at the maximum amount by Section 1.055 12(a)(2) of the Code of General Ordinances for the City of Kenosha); and, WHEREAS, the State of Wisconsin Judicial Conference promulgates a Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, Harassment, Safety, Tobacco, UW Rule, and Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Uniform Misdemeanor Bail Schedule and Trespass to Land Deposit Schedule (collectively "Judicial Council Deposit Schedules"); and, WHEREAS, the Judicial Council Deposit Schedules address matters of Statewide concern, but do not include ordinances that are unique to each municipality; and, WHEREAS, the City has maintained a City of Kenosha, Wisconsin, Bond Schedule ("City Deposit Schedule") for over twenty (20) years, subject to periodic revisions; and, WHEREAS, a revision is necessary due to increased fees, surcharges, and costs (e.g., crime lab fee has gone from $7.00 to $8.00, and the City's court costs have gone from $23.00 to $28.00), and a revision is necessary due to restructuring of the Code of General Ordinances (e.g., recreation of Chapter 3, creation of text messaging while driving); and, WHEREAS, pursuant to Paragraph 1.055 7.b. of the Code of General Ordinances, the attached "City of Kenosha, Wisconsin, Bond Schedule for Municipal Court" was prepared by the Office of the City Attorney to include base forfeitures and all applicable assessments, fees, and costs; and further, said City Deposit Schedule has been approved by the Municipal Court as evidenced by the Municipal Judge's signature thereon. NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the "City of Kenosha, Wisconsin, Bond Schedule for Municipal Court" is hereby approved. Adopted this 9th day of September, 2009.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

H.6. The proposed Resolution By Alderperson Stephen P. Casey - To Request the Board of Water Commissioners for the City of Kenosha, Wisconsin, to Impose a Three (3) Year Moratorium on Expenditures for Commissioner Junkets was pulled by the sponsor prior to this meeting.

I. APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

I.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve the appointment of Alex Martinelli to the Mayor's Youth Commission for a term to expire November 1, 2010.
On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve the 2009 CDBG Subgrantee Agreements:
a)Boys & Girls Club of Kenosha
b)Bridges Community Center
c)Carpenter's Home Improvement, Inc.
d)ELCA Urban Outreach Center
e)Kemper Center, Inc.
f)Kenosha Achievement Center, Inc.
g)Kenosha Area Family & Aging Service
h)Kenosha Community Health Center
i)Kenosha County UW-Extension
j)Kenosha Human Development Services
k)Kenosha Literacy Council, Inc.

l)Kenosha YMCA
m)Legal Action of Wisconsin, Inc.
n)MargaretAnn's Place
o)New Song Ministries, Inc.
p)The Potter's Center
q)Shalom Center
r)Spanish Center
s)Urban League of Racine and Kenosha, Inc. (Tax Smart)
t)Urban League of Racine and Kenosha, Inc. (Facility)
u)Walkin' In My Shoes, Inc.
v)Women & Children's Horizons
On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve:
L.1. Request from City Attorney to Approve Settlement of Litigation:
a. Walgreen Company
b. Gander Mountain Company
L.2. The request for Approval of Funds to Complete the Roosevelt Theater Raze Project was deferred by the Finance Committee at their meeting held prior to this meeting.
On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy to approve Final Acceptance of Project 08-1208 Sidewalk & Curb/Gutter Program (67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations) completed by AZAR, LLC, (Racine, Wisconsin) - $585,853.24. (All Districts)
On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Ruffolo, seconded by Alderperson Carpenter, to adjourn at 9:51 p.m.
On a voice vote, motion carried.

Approved:

KEITH G. BOSMAN
MAYOR

Attest:

DEBRA L. SALAS
DEPUTY CITY CLERK

B1 - B2

Communications, Petitions, Reports of Departments September 21, 2009

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org

Item # **B.2.**
City of Kenosha
Common Council Agenda
8/17/09

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman and Members of the Common Council

FROM: Jeffrey B. Labahn, Department of City Development

RE: **Marathon Petroleum, LLC Conditional Use Permit Appeal**
Speedway #4029 at 3708 60th Street

DATE: September 17, 2009

Attached is the Appeal request of several Conditions of a Conditional Use Permit which was approved by the City Plan Commission on September 10, 2009. The Applicant is proposing to raze the existing gas station/convenience store on the site and replace it with a new gas station/convenience store. A new gas station/convenience store is a Conditional Use in the B-2 Zoning District, requiring City Plan Commission approval.

According to Section 4.04 H. of the Zoning Ordinance, a Petitioner for a Conditional Use Permit may appeal a decision of the Review Authority, in this case the City Plan Commission, to the next higher Review Authority, in this case the Common Council.

The City Plan Commission approved the Conditional Use Permit at the September 10, 2009 meeting, subject to various conditions. The applicant is appealing the following Conditions of Approval:

2.g. The gas pump island canopy shall include a full or partial pitched roof with materials and roof pitches matching the convenience store.

2.h. The real and fake windows on the south and east elevations shall include window grids and shall be spaced to replicate a residential window pattern. Shutters shall be included on all windows.

2.i. A dormer shall be installed on the east elevation. The size of the dormers shall be increased to be more in proportion with the scale of the building.

The Staff report at the July 23, 2009 meeting for the proposed rezoning and Concept review detailed Staff's concerns with the dormers, windows and canopy. While the City Plan Commission focused mainly on the dormers and windows at that meeting, the Applicant was given the expectation that the items in the Staff report should be addressed in order to get a recommendation of approval for the Conditional Use Permit. These items were not addressed when the Conditional Use Permit was submitted and the City Plan Commission required these items as Conditions of Approval.

The City Plan Commission required these Conditions to make the building better integrate into the residential neighborhood. This is required for all Conditional Use Permits under Section 4.05 B.4. of the Zoning Ordinance requiring the material and design of the building complement the surrounding area. In addition, Section 4.06 B.16(4) , which specifically relates to Automobile Fuel Stations including combination convenience stores, requires that "the canopy structure detail shall be submitted and be generally compatible with the elements of the principal building". Since the building will have a pitched shingled roof, the canopy must be treated in the compatible manner.

The following items are attached and document the opinions of City Staff and the recommendations of the City Plan Commission:

- Exhibit A — Marathon Petroleum Company, LLC Letter of Appeal to Conditions of Approval
- Exhibit B — City Plan Commission Staff Report for the July 23, 2009 meeting *(Rezoning and Concept Plan)*
- Exhibit C — Minutes of the July 23, 2009 City Plan Commission meeting
- Exhibit D — City Plan Commission Staff Report for the September 10, 2009 meeting *(Conditional Use Permit)*
- Exhibit E — Draft Minutes of the September 10, 2009 City Plan Commission meeting
- Exhibit F — City of Kenosha Zoning Ordinance Section 4.04 H. *"Appeals"*
- Exhibit G — City of Kenosha Zoning Ordinance Section 4.05 B.4 *"Compatibility"*
- Exhibit H — City of Kenosha Zoning Ordinance Section 4.06 B.16(4) *"Overhead Canopy Structure"*

The Common Council has the authority to uphold the City Plan Commission action or to modify or remove any of the three Conditions that are being Appealed.

BRW:kas
Attachment

CITY OF KENOSHA

Land Use Map

Speedway CUP

Speedway Development Site

Property zoned B-2

Property zoned RG-1

NORTH

0 100'

222-36-3

DCD ~ City Plan Division ~ JBL ~ BRW ~ 7-15-2009 ~ mc

EXHIBIT A

Marketing & Transportation Engineering

Marathon Petroleum Company LLC

539 South Main Street
Findlay, OH 45840-3295
Main No. 419/422-2121
FAX 419/421-3422

RECEIVED
SEP 15 2009
CITY OF KENOSHA
CITY CLERK'S OFFICE

September 14, 2009

City of Kenosha
625 52nd Street, Room 105
Kenosha, WI 53140
Attn: Mr. Mike Higgins, City Clerk / Treasurer

RE: Appeal to Conditions of Approval for Conditional Use Permit
Case #2 of 9/10/09 Plan Commission Meeting Agenda - Speedway #4029, 3708 60th St.

Dear Mr. Higgins,

Please accept this letter as a request to appeal certain Conditions of Approval placed on the Conditional Use Permit approval received for the referenced case number. We understand that, under City Ordinance Section 4.04, Item H, we are allowed to appeal the decision of the Review Authority (which in this case is the Plan Commission), if said appeal is made within 30 days of the decision. Enclosed is a check in the amount of $400 for the appeal request to Common Council, along with a copy of the Conditions of Approval that were placed on our Conditional Use Permit approval.

Specifically, we are appealing items 2g, 2h, and 2i in their entireties. We have explained to City Staff and the Plan Commission that we have already made substantial efforts to design our building and canopy to be harmonious with the residential surroundings, based on meetings with the City and neighbors. Each project must be able to support its own financial returns, and any further design modifications such as these three items would make this project financially unfeasible. Additionally, spacing out the storefront window is not an option due to regulations requiring our fueling positions visible to our store attendants. The underground storage tank area and street approaches also need to be visible from the attendant area for safety and security reasons.

Item 2i was amended in the Plan Commission meeting to require a dormer on both the west and east building elevations. The west dormer was originally added after discussions at the July 23 Plan Commission meeting centered around adding more articulation that would be seen

above the fence line from the west side. We are not willing to add yet another dormer to a project that has already reached the limits of financial feasibility. Additionally, a licensed architect designed the building, including the dormers, and we feel that the dormers are adequately sized in proportion to the building as designed.

Please understand that Speedway SuperAmerica wants very much to be a part of the City of Kenosha and a good neighbor to the surrounding properties. We strive to achieve excellence in customer relations, to offer convenient access to products, and to maintain a quality image. Both the City of Kenosha and Speedway have a common goal of providing the public with a modern, state-of-the-art facility that offers safe shopping, friendly service, and quality products. However, the Conditions of Approval for which we are appealing will push the cost of this project past the point of being financially feasible. Without removing these conditions, we have no alternative than to abandon efforts of rebuilding this facility, cancel the purchase of recently rezoned lots, and continue to operate the current facility as it exists today.

Please place our Appeal Request on the next available Common Council agenda, which we are hopeful will be September 21. If you need any further information, please do not hesitate to call me at 419-421-3230, or e-mail rjmaurer@marathonoil.com. Thank you for your assistance with our project.

Sincerely,

Richard J. Maurer
Project Manager

Enclosure

CC: Alderman Anthony Nudo, City of Kenosha (via e-mail)
Ms. Cheryl Jones, Speedway SuperAmerica (via e-mail)
Mr. Scott Zink, Speedway SuperAmerica (via e-mail)

CONDITIONS OF APPROVAL	City Plan Division 625 52nd Street Kenosha, WI 53140 (262) 653 4030	Speedway 3708 60th Street	September 10, 2009

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:

   a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Raze, Building, Plumbing, Electrical and Occupancy permits.

   b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works.

   c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. The site is restricted to one freestanding monument sign, no larger than eighty (80') square feet.

   d. The development shall be constructed per the approved site, drainage, utility, landscape and building plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.

   e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds . All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

   f. Compliance with City, State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.

   g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.

   h. All trash containers shall be stored within the enclosure. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

   i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

j. Outdoor display of products is prohibited.

k. All vehicles shall be parked within the designated paved areas.

l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

m. Compliance with the operational plan dated August 3, 2009

2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.

   a. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated August 18, 2009.

   b. A Parcel Combination shall be recorded prior to the issuance of a Footing and Foundation permit.

   c. Two (2) copies of an Erosion Control Plan set shall be submitted.

   d. The parking space in front of the dumpster can not be counted towards the required sixteen (16) off-street parking spaces. It must be relocated elsewhere on the site.

   e. The "Temporary Snow Storage Area" can not utilize parking spaces 12 through 16 as the site is only providing the minimum number of off-street parking spaces required by the Zoning Ordinance. Indicate a "Temporary Snow Storage Area" elsewhere on the site or submit a plan indicating that snow ill be hauled off-site.

   f. Revise the Landscape Plan to remove the berm and landscaping along the east elevation and include only foundation plantings.

   g. The gas pump island canopy shall include a full or partial pitched roof with materials and roof pitches matching the convenience store.

   h. The real and fake windows on the south and east elevations shall include window grids and shall be spaced to replicate a residential window pattern. Shutters shall be included on all windows.

   i. A dormer shall be installed on the east elevation. The size of the dormers shall be increased to be more in proportion with the scale of the building.

/u2/acct/cp/ckays/1CPC/2009/Sep10/9-10Mtg/conditions-cup-speedway.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	July 23, 2009	EXHIBIT B Item 2

Petition to rezone properties located at 5910 and 5920 37th Avenue Avenue from Rg-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District # 11. (McMiller/Flores) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 5910 and 5920 37th Avenue
Neighborhood: McKinley

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Nudo, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. The Common Council is the final review authority.

ANALYSIS:

- The owners of the properties have requested to rezone their properties from Rg-1 General Residential District to B-2 Community Business District. The purpose of the rezoning is to allow the future rebuilding of the existing Speedway Gas Station at 3708 60th Street.

- Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with and approved development plan. A copy of the applicant's (Speedway Super America, LLC) proposal is attached for reference. Prior to development, the applicant will also be required to obtain final approval through a Conditional Use Permit (CUP). The City Plan Commission is the review authority for the Conditional Use Permit. The final development will also be required to be in compliance with the applicable City and State Ordinances, codes and development standards.

- A similar rezoning was proposed before the City Plan Commission on December 6, 2007. That rezoning proposal included only the property at 5720 37th Avenue. The applicant was proposing to rebuild the existing gas station/convenience store and needed one more property to fit their proposal on site. Since the proposed site plan did not meet the rear yard setback of twenty-five (25') feet and the rezoning was encroaching commercial zoning further in to the residential neighborhood, Staff recommended denial of the rezoning. The City Plan Commission agreed with Staff and denied the rezoning request. The item was withdrawn before the Common Council acted on it. A copy of those City Plan Commission minutes are attached.

- The applicant has again approached the City about rebuilding the existing gas station/convenience store. With this proposal, the applicant has 5910 and 5920 37th Avenue under contract (the two subject properties for rezoning) as well as the property at 5923 38th Avenue, which is already zoned B-2 Community Business District. The attached concept plan shows that the rear yard setback could be met with the purchase and rezoning of the two properties on 37th Avenue.

- Staff has been working with the applicant on the design of the site and building. At this time, Staff does not have a plan that we consider acceptable in order to recommend an approval of the rezoning. The issues can be broken in to two categories, Zoning Ordinance requirements and discretionary requirements.

  - *Zoning Ordinance*: In order to meet the Zoning Ordinance requirements, additional articulation is required on the north and west elevations of the building. This can be accomplished by using the proposed bricks and making columns or insets that replicate the proposed window pattern on the front and street sides. Staff is willing to look at other options for the required articulation.

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	July 23, 2009	Item
Petition to rezone properties located at 5910 and 5920 37th Avenue Avenue from Rg-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District # 11. (McMiller/Flores) PUBLIC HEARING			

- *Discretionary:* The proposal is now to rezone two properties that will further encroach the commercial into the residential neighborhood. In order for Staff to support this and to attempt to minimize the impact on the neighborhood character, Staff is looking for a unique building with a residential character to better harmonize with the surrounding residential. The applicant has proposed some dormers on the roof. Staff agrees with this proposal, but suggests that they be better proportioned with the size of the building. The applicant has also added quoines to the front corners of the building for a more residential character. Beyond these upgrades, Staff requested windows with more residential character (i.e. shutters, window panes/grids) and either a full or partial pitched shingled roof on the gas canopy. The applicant has indicated their unwillingness to provide these upgrades due to cost concerns.

- The applicant was made aware of Staff's concerns and has chosen to proceed forward with the rezoning request without the full support of City Staff.

RECOMMENDATION:

Since the plans do not comply with the design requirements of Section 14 of the Zoning Ordinance, a recommendation is made to deny the rezoning request.

Brian R. Wilke, Development Coordinator
/u2/acct/cp/csusans/CPC/2009/7-23Mtg/fact-BW-cup-Speedway.odt

Jeffrey B. Labahn, Director of City Development

CITY PLAN COMMISSION
Minutes
July 23, 2009

MEMBERS PRESENT: Mayor Bosman, Alderman Ruffolo, Alderman Moldenhauer, Alderman Ruef, Mike Lemens, Kathleen Barca, Anita Faraone and Art Landry and Tim Mahone

MEMBERS EXCUSED: Bruce McCurdy & Ron Stevens

STAFF PRESENT: Jeffrey B. Labahn and Brian Wilke

The meeting was called to order at 5:00 p.m. by Mayor Bosman and roll call was taken.

A motion to approve the minutes from July 9, 2009 was made by Alderman Moldenhauer and seconded by Mr. Landry. The motion passed unanimously. (8 ayes; 0 noes).

1. **Petition to rezone property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District in conformance with Section 10.02 of the Zoning Ordinance, District 3. (Cornell) PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

Brian Wilke, Development Coordinator, showed a video of the property. There is a potential buyer for the property and the rezoning to residential will allow the existing two-family residence to remain. Mr. Wilke indicated that the existing commercial use south of this property would not be allowed to extend onto the residentially zoned property.

A motion was made by Alderman Moldenhauer and seconded by Alderman Ruffolo to approve the rezoning. The motion passed unanimously. (8 ayes; 0 noes)

Speedway rezoning

2. **Petition to rezone properties located at 5910 and 5920 37th Avenue Avenue from RG-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District # 11. (McMiller/Flores) PUBLIC HEARING**

Public hearing opened.

Rick Mauer, Marathon Petroleum, 539 S. Main Street, Findlay, OH gave a presentation on the proposed rebuilding of the gas station on the properties to be rezoned.

Alderman Nudo, 5808 47th Avenue, Kenosha, alderman of the district, supports the project. Alderman Nudo said the McKinley area needs this new building and the Speedway people are very receptive to the concerns of the neighborhood.

Curtis McMiller, 5920 37th Avenue, Kenosha, is the owner of one of the properties that is being purchased by Marathon. Mr. McMiller has concerns of the safety with the

existing facility and these safety issues could be addressed with a new facility.

Public hearing closed.

Mr. Wilke showed a video of the site and a map of the 60th Street Corridor. The structure that Marathon is currently proposing meets the minimum standards, but Staff would like to see a more residential feel to the building because it will be moving into the residential neighborhood a significant amount.

Jeffrey B. Labahn, City Planner, said if the rezoning is approved, a commercial use will be moving half-way into the neighborhood block.

Alderman Ruef said he likes the front of the building, but the rear and left elevations have long empty walls.

Alderman Ruffolo said he met with Speedway 5-6 months ago and has been working with them. Alderman Ruffolo asked if a few false windows could be placed in the rear of the building. Mr. Mauer said that Marathon needs to make sure the rebuilding project is financially feasible, so they have a limit on what they will spend. The current revisions have brought this building to the maximum cost. Alderman Ruffolo suggested a possible change to their sign that would save money and could be used to place a couple of windows. This is a very busy gas station and the building will be there for the next 40 years.

Tom Hallick, Marathon Petroleum, said that if Marathon cannot get their projected Return On Investment, they will apply the reconstruction money elsewhere. Mr. Hallick said that the changing of the sign will not bring enough money to make other revisions.

Alderman Moldenhauer said the proposed building is significantly encroaching on the residential neighborhood and he is concerned about the appearance. This building must compliment the area. Alderman Moldenhauer will support the rezoning, but will be very critical on the Conditional Use Permit for the building. Mr. Mauer said the new structure needs a deeper lot to accommodate for parking and a larger car turnaround space. Alderman Moldenhauer said we have precedences we will follow. The City is obligated to the neighborhood and the City itself to uphold the high standards we have adopted in the past.

Ms. Faraone arrived.

Mr. Mahone applauded the parties for their work to bring this project together, but has concerns about the rear elevation. This elevation needs some false windows or more articulation. Mr. Mahone believe that Marathon will find a way to make this project work. Mr. Hallick said that Marathon will hold tight on the amount we can invest on this site. The rear and side elevations of this building are well screened with a fence, landscaping and berms.

Mr. Landry said he does not have a problem with the rezoning, but does have a problem with the design of the proposed structure. The structure should have more of a residential feel and we have set a precedence we should not abandon. Mr. Landry said

he would not pass the present design.

Ms. Faraone said that she has been sitting in the back of the room listening to the comments brought forward. Ms. Faraone said she went to the neighborhood meeting and there were comments made. Mr. Wilke told Marathon that these questions would be asked. Ms. Faraone said that she would love to see the McKinley Neighborhood get a new gas station, but they must build something good. Our standards should be high and fit into the neighborhood.

Alderman Ruffolo said I am usually an advocate for false windows, but now I look at the rear of the building and realize there is a berm and fence covering most of the height. Maybe it would be better to require a dormer that would be seen above the fence height.

A motion was made by Mr. Mahone and seconded by Alderman Ruffolo to approve the rezoning.

Ms. Barca asked it some of the windows could be taken from the front of the building, currently it looks too commercial. Also, the dormers look like they were just stuck on as an after thought. This building must look nice, but you are moving into a residential neighborhood. Mr. Mauer said the windows in the front of the building cannot be eliminated because the clerk must have a view of all of the pumping stations.

Mayor Bosman commented that he hopes Marathon comes back with a more unique building design than what is currently planned. Mayor Bosman agrees that a monument sign would be a significant upgrade to the development.

The rezoning passed unanimously. (9 ayes; 0 noes)

Alderman Ruffolo was excused.

3. **Petition to vacate a portion of 66th Street west of 34th Avenue, District 11. (Halcomb/Nudo) PUBLIC HEARING**

Public hearing opened.

Travis Halcomb, 6220 50th Avenue, Kenosha, said he is requesting the partial street vacation to square off his property. This would also allow him to construct a fence to secure his property.

Public hearing closed.

Mr. Wilke showed a video of the site.

A motion was made by Ms. Faraone and seconded by Mr. Landry to approve the partial vacation.

Ms. Barca thanked Mr. Halcomb for being a good citizen and caring for his property.

Alderman Ruffolo returned.

EXHIBIT D

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 2
Conditional Use Permit for a 3,936 square foot Gas Station/Convenience Store to be located at 3708 60th Street, District #11. (Speedway) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3708 60th Street
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Nudo, has been notified. The City Plan Commission is the designated review authority.

ANALYSIS:

- The applicant is proposing to raze the existing Speedway Gas station/Convenience Store located at 3708 60th Street along with residences located at 5910 37th Avenue, 5920 37th Avenue and 5923 38th Avenue and construct a new approximately 4,000 square foot gas station/convenience store on the same site. The two (2) residences on 37th Avenue were rezoned from Rg-1 General Residential to B-2 Community Business District by the Common Council on August 17, 2009. The residence at 5923 38th Avenue is already zoned B-2 Community Business District.

- The proposed building materials are brick with some stucco on the dormers and an asphalt shingle roof. The columns of the gas pump canopy will be clad with brick to match the building. The building will include a combination of real windows and spandrel glass windows.

- The City Plan Commission reviewed the rezoning application along with a conceptual plan at their June 23, 2009 meeting (minutes attached). At that time, the City Plan Commission felt comfortable with approving the rezoning application, but had concerns with the building elevations. Both Staff and the City Plan Commission suggested for a building with more residential character. Some of the suggestions that were made were a full or partial pitched roof on the gas canopy, and window grids and shutters on the windows. The Conditional Use Permit application submitted for this review, does meet the minimum design requirements of Section 14.07 B.10. of the Zoning Ordinance. However, Section 4.05 B.4. Of the Zoning Ordinance indicated "The materials and design of buildings and structures shall complement the surrounding area." Staff feels this requirement has not been adequately addressed. The only change made to the building from the conceptual review was an additional dormer that was added to the west elevation roofline. The applicant has proposed a monument style sign at the direction of the City Plan Commission which will be confirmed in the Conditions of Approval.

- Staff is recommending approval of the Conditional Use Permit because the building does meet the minimum design standards of Section 14.07 B.10. of the Zoning Ordinance, but given the proximity of the new building to the residential neighborhood, Staff proposes that the Commissioners consider the following items as Conditions of Approval for compliance with Section 4.05 B.4. of the Zoning Ordinance:

  - The landscaping to the east of the building should better replicate a front yard landscaping found in a residential setting (i.e. No berm or intensive landscaping, only foundation plantings). [Condition 2.f.]

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item #
Conditional Use Permit for a 3,936 square foot Gas Station/Convenience Store to be located at 3708 60th Street, District #11. (Speedway) PUBLIC HEARING			

- The gas station canopy should have a full or partial pitched, shingled roof. [Condition 2.g.]
- Window grids shall be installed in the windows or the long line of windows along the front elevation should be broken up to better replicate a residential window pattern. The applicant has indicated that the line of windows is a requirement to view all the pumping stations, but the amount of window signage and displays in the other Speedway locations seem to conflict with this statement. [Condition 2.h.]
- The windows along the front elevation should include shutters. [Condition 2.h.]
- The dormer on the west elevation should be removed and placed on the east elevation. The dormers should be resized to be more in proportion with the balance of the building. [Condition 2.i]

- Plans have been sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.

- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cup-speedway.odt

CITY OF KENOSHA

Vicinity Map

Speedway CUP

NORTH

0 1000'

Municipal Boundary

DCD ~ City Plan Division ~ JBL ~ BRW ~ 11/26/07 ~ mc

Conditional Use Permit Application
City of Kenosha, Wisconsin

Mailing Information

Name of Project SPEEDWAY #4029 REBUILD	Name, Address and Phone of Architect / Engineer / Contractor (if applicable) ☐ Send correspondence to this address? (Check only one)
Name, Address and Phone of Applicant RICHARD J. MAURER MARATHON PETROLEUM CO. 539 S. MAIN ST. FINDLAY, OH 45840 ☒ Send correspondence to this address? (Check only one)	Name, Address, Phone of Property Owner (if other than applicant) SPEEDWAY SUPERAMERICA LLC P.O. BOX 1500 SPRINGFIELD, OH 45501

Site Description

Address of Site or Specific Location 3708 60th ST. KENOSHA, WI	Description of Site by Lot, Block and Recorded Subdivision or Metes and Bounds LOTS 6,7,8 OF BLOCK 15, HANNAN PARK SUB. LOT 134 OF CLONMEL SUBDIVISION LOTS 4 & 5 OF BLOCK 15, HANNAN PARK SUB. PART OF LOT 134 OF CLONMEL SUB. & PART OF LOT 8 OF BLOCK 15, HANNAN PARK SUB.
Zoning District: B-2 - LOTS 6,7,8 OF BLOCK 15, HANNAN PARK & PART OF LOT 134, CLONMEL SUB. RG-1 - LOTS 4 & 5 OF BLOCK 15, HANNAN PARK	Proposed zoning change, if any: B-2 (ALL LOTS)
Building or addition square footage*: 3,936 ft²	Site Size*: 0.767 ACRE OR 33,449.23 ft² (COMBINED LOTS)

Operational Description (including any other required submittals)

Type of Structure(s):
WOOD FRAME W/ BRICK EXTERIOR

Proposed Use/Operation of Structure(s):
CONVENIENCE STORE / GASOLINE SALES

Anticipated Number of Occupants and/or Employees:
15 - 20 EMPLOYEES

Staff Use Only
Review Authority (See Table 4.01 of the Kenosha Zoning Ordinance to determine Review Authority)

- ☐ City Plan Division - CPD
- ☐ City Plan Commission - CPC
- ☐ Common Council - CC

Fee collected: $_____ Date: _____ By: _____ (initials)

* Information must be provided for the application to be processed.

Complete and return to Department of City Development, 625 52nd Street, Room 308, Kenosha, WI 53140

Marketing & Transportation Engineering

Marathon Petroleum Company LLC

539 South Main Street
Findlay, OH 45840-3295
Main No. 419/422-2121
FAX 419/421-3422

July 31, 2009

Mr. Brian Wilke
City of Kenosha
625 52nd Street
Kenosha, WI 53140

RE: Conditional Use Permit Application for Speedway #4029 Rebuild

Dear Mr. Wilke,

Enclosed please find the following for our Conditional Use Permit Application:

- Completed Conditional Use Permit Application
- Completed Developer Site Plan / Conditional Use Permit Checklist
- Ten (10) full-size and twenty (20) 11" x 17" copies of all pertinent plans
- Cut sheets of the proposed lighting fixtures
- Letter of Intent for fire suppression and detection
- Land Use and Operational Plan
- Certificates of paid taxes and special assessments for all four (4) properties
- Check in the amount of $900 for the CUP application fee
- Disk with the CAD files of the plans

Since the plans have not gone through final engineering yet, the sampling manhole, grease trap, and water meter locations are not shown on the plans at this time. However, the grease trap is usually located under the three-compartment sink in the Receiving Area of the building, and the water meter is adjacent to the hand sink in the Receiving Area. We will work with the Public Works Department for the location of the sampling manhole. These will be shown on the engineering plans submitted for final plan review.

At this time we do not have final drainage calculations completed, but we have done enough investigation to know that storm detention will be required and the approximate amount. Therefore, we have proposed that amount of storm water detention in an underground system at the front of the site. Final calculations will be submitted with the engineering plans submitted for final plan review.

We are still waiting on one (1) brick sample board to arrive. Once we receive it, we will send sample boards of all exterior materials for your review. Please review the information and advise if you need anything else. I can be reached at 419-421-3230, or e-mail rjmaurer@marathonoil.com. Thank you for your time.

Sincerely,

Richard J. Maurer
Project Manager

Enclosures

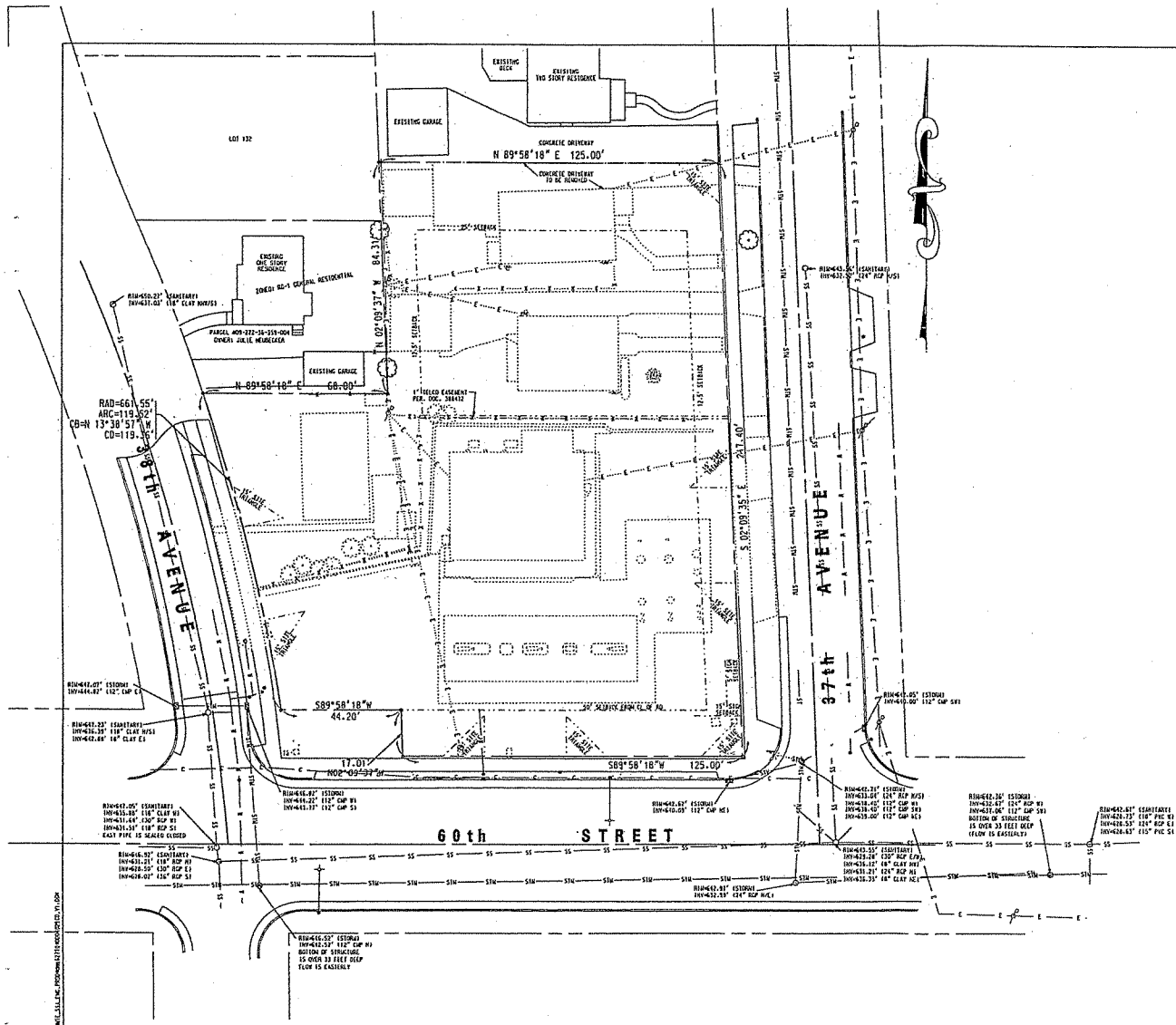
8/3/09

Land Use and Operational Plan
For Speedway Store #4029
3708 60th Street, Kenosha, WI

Approving the Conditional Use Permit Application will allow the reconstruction and expansion of Speedway Store #4029, located at 3708 60th Street in Kenosha. Post-construction amenities will be similar to existing, with more variety of merchandise selection made available to the public. The 82' x 48', 3,936 square foot building will be brick facade with dormers. A 28' x 121' canopy will be constructed over five fueling dispensers. Three different grades of gasoline will be offered, along with diesel and kerosene, with the possibility of adding E-85 in the future. A fully-enclosed masonry dumpster enclosure will also be constructed, and air service will be available.

Other points of interest regarding land use and/or store operation are as follows:

- Hours of operation for the new store will remain 24 hour (same as existing).
- At this time, no beer or wine sales is allowed due to the close proximity of the church property across 37th Street.
- Presently the store employs twelve people. This will increase to between 15-20 people after the new facility is open.
- Food and/or drink deliveries will be made daily during the day shift hours (same as existing).
- Fuel deliveries will be made about every other day, typically in the mornings. However, this varies with consumer fuel demand and traveling seasons (same as existing).
- All deliveries will be coming from 60th Street and entering the site from either the 37th Street approach or the 38th Street approach. No truck traffic is anticipated any further than the approaches on 37th Street or 38th Street (same as existing).
- Refuse pickup would be done about three times per week, typically in the mornings (same as existing).
- Extensive mounding and landscaping, coupled with a fence around the perimeter between the store and neighboring properties, will greatly screen the site from the adjacent properties.
- The roof-top HVAC equipment will be fully screened from view.
- Lighting will be shielded from the neighboring properties. Canopy lights will be recessed into the canopy.



A. SITE PREPARATION/DEMOLITION

1. CLEAR ENTIRE SITE UNLESS OTHERWISE SPECIFIED ON THE PLANS OR BY THE OWNER'S REPRESENTATIVE.
2. CONTRACTOR SHALL ARRANGE FOR ALL UTILITY DISCONNECTS AND CONNECTIONS.
3. REMOVE AND DISPOSE OF (3) 12,000 GALLON EXISTING FIBERGLASS TANKS. OLD TANK HOLE SHALL BE FILLED AND COMPACTED PER SPECIFICATIONS.
4. REMOVE (3) EXISTING DISPENSERS AND CONTACT MAINTENANCE SUPERVISOR FOR DISPOSITION. DRAIN ALL GASOLINE, REMOVE HOSES AND RISERS FROM DISPENSERS AND PLUG OPENINGS TO PREVENT LEAKAGE OF GASOLINE.
5. REMOVE ALL PRODUCT PIPING, VENT LINES AND RISERS, AND ISLANDS.
6. REMOVE EXISTING CURB AND DRIVEWAY PAVEMENT AREAS IN THE RIGHT-OF-WAY WHERE SHOWN ON THIS PLAN.

LEGEND

- CURBING TO REMAIN
- CURBING TO BE REMOVED
- TO BE REMOVED UNLESS OTHERWISE NOTED
- FENCE
- STORM SEWER
- SANITARY SEWER
- GAS LINE
- WATER LINE
- TELEPHONE LINE
- ELECTRIC LINE
- CABLE LINE
- FIBER OPTIC LINE

811 Know what's below. Call before you dig.

Established 1938

Speedway SUPERAMERICA

Speedway SuperAmerica LLC
Marathon Petroleum Company LLC
Speedway Properties/Engineering Dept.
A Subsidiary of Marathon Petroleum Company LLC
539 South Main Street
Findlay, OH 45840

NO.	REVISION	BY	DATE
1	ISSUED FOR CITY APPROVAL	BJ	05-13-09
2	ISSUED FOR CITY REVIEW & REVISIONS	BJ	05-26-09

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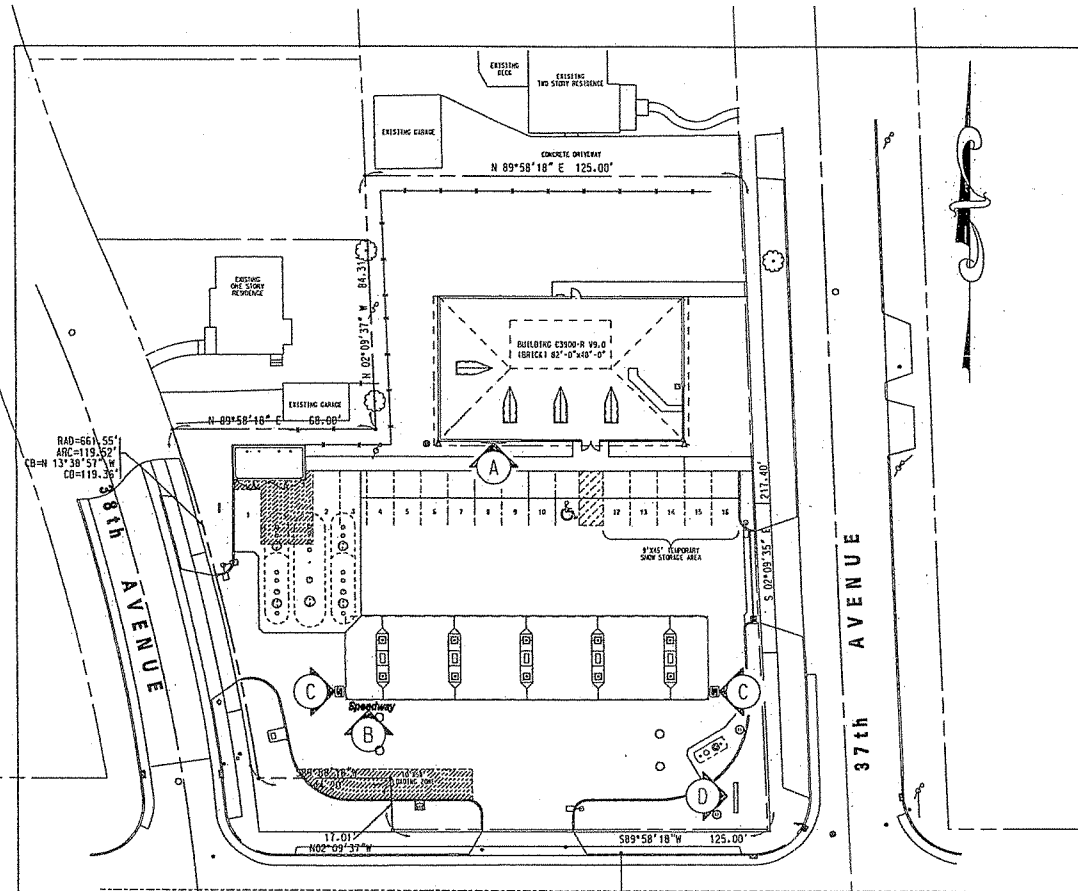
DEMOLITION PLAN
REBUILD
2770 60th STREET
KENOSHA COUNTY
KENOSHA, WI

STORE OR BLDG NO.	0004029
VERSION OR AFE NO.	058407
SCALE	1" = 20'-0"

DESIGN TEAM		DATE
DRWN.	M. GALLANT	05-13-09
P.MGR.	R. MAURER	05-13-09
APVDS.	J. KING	05-13-09

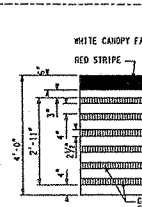
DRWG. NO. 4029-CD

7/15/2009 8:40:06 AM
C:\Documents and Settings\mgallant\Desktop\15-SWPPP\4029-15-SWPPP-DEMOLITION.dwg



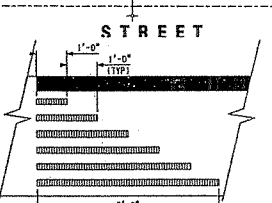
READER BOARD ELEVATION "A"

SCALE: 1/4 " = 1' 0"



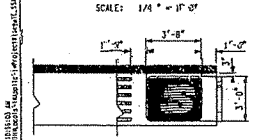
CANOPY STRIPE SPACING

SCALE: 1/2 " = 1'-0"



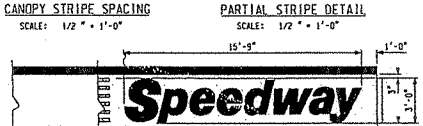
PARTIAL STRIPE DETAIL

SCALE: 1/2 " = 1'-0"



CANOPY FASCIA WITH "S" LOGO ELEVATION "C"

SCALE: 1/4 " = 1'-0"



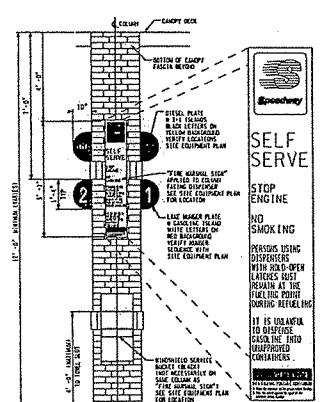
CANOPY FASCIA WITH "SPEEDWAY" CHANNEL LETTERS ELEVATION "B"

SCALE: 1/4 " = 1'-0"

GRAPHICS - INSTALLATION

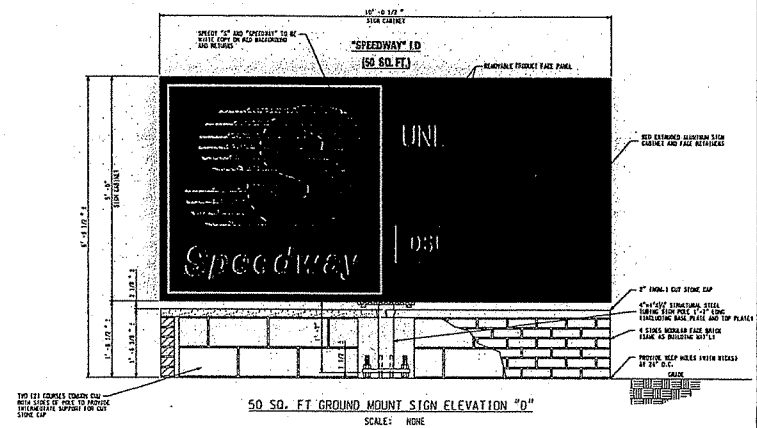
ITEM	FURNISHED BY	INSTALLED BY	REMARKS
CANOPY FASCIA STRIPES	V	V	
DISPENSER DECALS	V	V	
FIRE MARSHAL SIGN	O	C	SEE SITE EQ'D. PLAN
LANE NUMBER PLATES	O	C	SEE SITE EQ'D. PLAN
BUILDING READERBOARD	O	C	
CANOPY FASCIA SIGNS	V	V	ELECTRICAL BY CONTRACTOR
BUILDING ADDRESS NUMERALS	O	C	

O - OWNER V - OWNER'S VENDOR C - CONTRACTOR



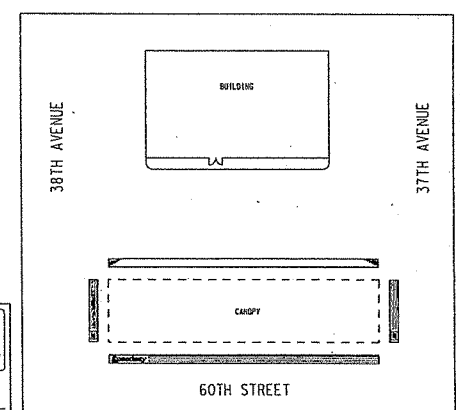
FRONT ELEVATION @ FIRE MARSHAL SIGN AND WINDSHIELD SERVICE BUCKET

SCALE: 3/8 " = 1'-0"



50 SQ. FT GROUND MOUNT SIGN ELEVATION "D"

SCALE: NONE



SIGNAGE

REF. LET.	LOCATION	MESSAGE	ILLUMINATION	DIMENSION	AREA
	BUILDING - SEE GRAPHICS CONTROL DRAWING				
A	BUILDING WALL	READER BOARD	ILLUMINATED	5 X 8	40.0 SF
				BUILDING TOTAL	40.0 SF
	CANOPY - SEE GRAPHICS CONTROL DRAWING				
B	LOGO SIDE (SW)	SPEEDWAY	ILLUMINATED	LETTER FACING	46.5 SF
C	SHORT SIDE (E)	MOVING "S" LOGO	ILLUMINATED	3.66 X 3	11 SF
C	SHORT SIDE (W)	MOVING "S" LOGO	ILLUMINATED	3.66 X 3	11 SF
				CANOPY TOTAL	68.5 SF
	FREESTANDING - SEE SIGN DRAWING				
D	SOUTHWEST CORNER	TRADEMARK/PRICE	ILLUMINATED		50.0 SF
				FREESTANDING TOTAL	50.0 SF
				SITE TOTAL	158.5 SF

Speedway SUPERAMERICA

Established 1928

Prepared for: Speedway Signs America LLC
Prepared by: Precision Company LLC
Marketing, Transportation Engineering Dept.
Phone: (513) 563-8400

NO.	REVISIONS	BY	DATE
1	CONTRACTOR UPDATE PER SITE PLAN		

The drawing is the property of Speedway Superamerica LLC and is valid in the world. Its reproduction, either expressed written consent of Speedway Superamerica LLC.

SIGNAGE PLAN & DETAILS

REBUILD

2708 60th STREET
KENOSHA COUNTY
KENOSHA, WI

STORE OR BLDG NO. 0004029

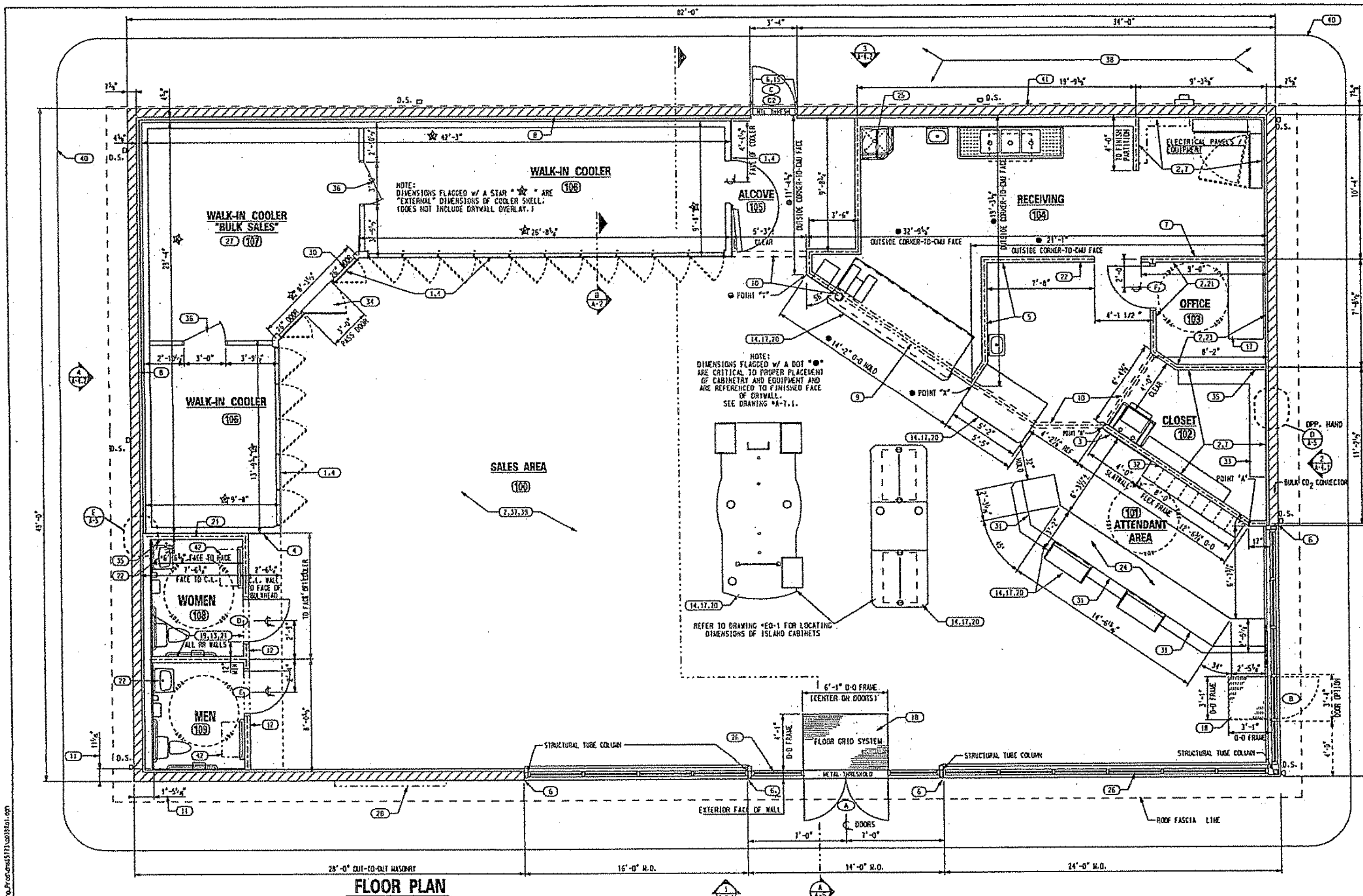
VERSION OR AFE NO. 056407

SCALE 1" = 20'-0"

DESIGN TEAM	DATE
DSMR. M. GALLANT	05-13-05
P.MGR. R. MAURER	05-13-05
RVWR. J. KEIN	05-13-05

DWG. NO. 4029-SS

7/29/2009 3:55:09 PM



FLOOR PLAN

SCALE : 1/4" = 1'-0"

CONSTRUCTION NOTES:

1. STUD CLOSURE REQUIRED ABOVE COOLER WALLS ADJACENT TO ROOMS. FACE OF 5/8" FINISH DRYWALL ABOVE TOP OF COOLER TO ALIGN FLUSH WITH FACE OF 1/2" DRYWALL GLUED TO EXTERIOR FACE OF COOLER WALLS. SEE DETAIL "H" ON DWG. #A-5 AND BUILDING SECTION "A".
2. ALL WALLS NOT SPECIFICALLY NOTED TO RECEIVE FRP WALL TREATMENT SHALL BE PRIMED AND PAINTED "P-1". (SEE DWGS. #A-6 AND -7.1)
3. SLATWALL BEHIND ATTENDANT COUNTER TO BE SUPPLIED BY CABINET VENDOR AND INSTALLED BY CONTRACTOR. FOR "MISC. TOBACCO" DISPLAY, GENERAL CONTRACTOR TO INSTALL CONTINUOUS 1/2" PLYWOOD SHEATHING BENEATH DRYWALL AND SLATWALL BETWEEN POINTS 'A' & 'B' AS INDICATED ON PLAN ABOVE. REFER TO DWGS. #A-6 & #A-7 FOR DETAILS.
4. GLUE 1/2" DRYWALL OVERLAY OVER ALL EXPOSED EXTERIOR WALLS OF THE WALK-IN-COOLER. THIS TO BE DONE PRIOR TO COOLER DOOR FRAME INSTALLATION.
5. INSTALL FRP PANEL OVER DRYWALL AND/OR PLYWOOD FROM TOP OF BASE COVE TO CEILING. PROVIDE PROPER EDGE & CORNER TRIMS.
6. PROVIDE SMOOTH MASONRY FINISH ON ALL RETURNS OF ALL OPENINGS (TYPICAL).
7. INSTALL 3/4" PLYWOOD BACKING IN PLACE OF DRYWALL ON WALL FROM 1/2" ABOVE FLOOR TO CEILING FOR MOUNTING ELECTRICAL EQUIPMENT & FOR INTERIOR OF CLOSET 102. PRIME AND PAINT PLYWOOD "P-1" PRIOR TO EQUIPMENT/SHELVING INSTALLATION.
8. INSTALL 2" POLYSTYRENE INSULATION AND 5/8" DRYWALL FROM TOP OF COOLER TO BOTTOM OF TRUSSES ON WALLS BEHIND WALK-IN COOLER.
9. "COLD BEVERAGE". CABINETRY AND GRAPHICS FURNISHED AND INSTALLED BY VENDORS.
10. CONSTRUCT BULKHEAD AS SHOWN ON SHEET A-2. BULKHEAD IS SUSPENDED FROM ROOF TRUSSES AND REAR WALL. ANCHOR TO EACH END OF CABINET. (MAINTAIN MINIMUM OF 30" MIN. FOR GRAPHICS PANELS)
11. THIS DIMENSION IS TO FACE OF 1/4" TILE.
12. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE PLACED BESIDE DOORS OF ACCESSIBLE RESTROOM FACILITIES. MOUNT 5'-0" O/C ABOVE FINISH FLOOR. FURNISHED BY OWNER. SEE DETAILS ON INTERIOR ELEVATIONS SHEET.
13. REFER TO DWG #A-7 FOR PLACEMENT OF RESTROOM EQUIPMENT. PROVIDE IN-WALL REINFORCEMENT BLOCKING AS REQUIRED.
14. INSTALL 4" VINYL COVE BASE ON ALL CABINETS. TO BE SUPPLIED BY GENERAL CONTRACTOR. SEE FINISH SCHEDULE ON DWG. #A-6.
15. HAND OF DOOR IS DEPENDENT ON PERFERRED EGRESS PATH. VERIFY DOOR SWING WITH SITE DRAWINGS.
16. VENDOR TO INSTALL & SEAL FLOOR TRACK TO FLOOR WITHIN WALK-IN COOLER. FLOOR TRACK FURNISHED BY OWNER. INSTALL ONLY IF DOOR IS USED AS A DISPLAY.
17. ATTENDANT SALES & BEVERAGE COUNTERS, CANDY RACKS, ROLLER GRILLE AND CONDIMENT ISLANDS, CUP HOLDERS, LID DISPENSERS, SLATWALL, TRENDAR SHELVES (IF REQUIRED) AND ALL SIMILAR FIXTURES SHALL BE FABRICATED BY CABINET VENDOR AND INSTALLED BY CONTRACTOR.
18. RECESSED FLOOR GRID. SEE STRUCTURAL DRAWINGS FOR CROSS SECTION AND FINISH PLAN FOR SPECIFICATION.
19. INSTALL CEMENTITIOUS WALLBOARD SHEATHING FROM 1/2" A.F.F. TO 5'-4" A.F.F. FOR MOUNTING OF WALL TILE. BALANCE OF WALL TO BE WATER-RESISTANT DRYWALL AND PAINTED. SEE DETAIL 12 ON DWG. #A-7.
20. STAINLESS STEEL CORNER GUARDS FOR CABINETRY TO BE FURNISHED AND INSTALLED BY CABINET VENDOR.
21. RESTROOM AND OFFICE WALLS SHALL BE INSULATED WITH 3 1/2" UNFACED FIBERGLASS BATTS CONTINUOUS FROM FLOOR LINE TO 4" ABOVE HIGHEST ADJACENT CEILING. INSULATION SHALL BE FLAME SPREAD 25, R-19, FACED WITH FOIL SKRIM KRAFT.
22. ALL PLUMBING UNDER LAVATORIES SHALL BE COVERED OR INSULATED WITH "TRAP WRAP" BY BROCAR-PRODUCTS, INC.
23. INSTALL 3/4" CDX PLYWOOD UNDERNEATH DRYWALL ON THIS WALL FACE WHERE REQUIRED TO PROVIDE SUPPORT OF WALL-MOUNT SHELVING AND/OR EQUIPMENT.
24. CONTRACTOR TO PROVIDE AND INSTALL FABRICATED STEEL SUPPORTS ABOVE CEILING FOR (2) OVERHEAD PACK RACK MERCHANDISERS (SEE EQ-1), EACH UNIT HAVING (2) SUPPORT LEGS. SEE STRUCTURAL DRAWINGS FOR MOUNTING DETAIL & BRACKET LOCATIONS.
25. CONTRACTOR TO PROVIDE SUPPORT SHELF FOR WATER HEATER TO BE SUSPENDED ABOVE MOP SINK. TOP OF PLYWOOD SHELF TO BE SET AT 6'-0" A.F.F. SEE SUPPORT DETAIL ON STRUCTURAL DRAWINGS AND PIPING DETAILS ON PLUMBING DRAWINGS.
26. REFER TO DRAWING #A-8 FOR DETAILS OF STOREFRONT / ENTRANCE SYSTEM.
27. DASHED WALLS INDICATE PARTITIONS TO BE INSTALLED WITH BULK SALES OPTION. WALLS TO BE SUPPLIED AND INSTALLED BY WALK-IN COOLER INSTALLER. SEE MECHANICAL DRAWINGS FOR VENTILATION REQUIREMENTS.
28. INTERNALLY-ILLUMINATED SIGNAGE PROVIDED BY VENDOR AND INSTALLED BY CONTRACTOR. SEE EXTERIOR ELEVATIONS FOR LOCATION AND ELECTRICAL DRAWINGS FOR ELECTRICAL REQUIREMENTS.
29. INSTALL "FRP" PANELS OVER 3/4" CDX PLYWOOD IN PLACE OF DRYWALL ON THIS WALL FROM 1/2" ABOVE FLOOR TO 7'-3 1/2" A.F.F..
30. IF BULK SALES OPTION IS NOT IMPLEMENTED, INSTALL THREE (3) 30" WIDE DISPLAY DOORS IN PLACE OF ONE (1) 36" PASS-THRU DOOR FLANKED BY TWO (2) 26" DISPLAY DOORS. ALSO, INTERIOR PARTITIONS ARE "NOT" INCLUDED WITH NON-BULK SALES OPTION.
31. SLATWALL FROM FLOOR TO UNDERSIDE OF COUNTER OVERHANG PROVIDED BY CABINET VENDOR AND INSTALLED BY CONTRACTOR.
32. SHELVING, LIGHTBOXES, WALL-MOUNT STANDARDS, ETC. FOR "FLEX FRAME" CIGARETTE DISPLAY PROVIDED AND INSTALLED BY CIGARETTE VENDOR. CONSULT OWNER'S REPRESENTATIVE FOR SPECIFICS. SEE NOTE 3, THIS SHEET.
33. CONTRACTOR SHALL PROVIDE AND INSTALL FULL-HEIGHT SHELVING IN CLOSET AS SHOWN ON PLAN. SHELVING MAY BE EITHER MEDIUM-DUTY OPEN GRID WIRE TYPE OR 3/4" ACX PLYWOOD (PAINTED "P-1") AT CONTRACTOR'S DISCRETION. SHELVES SHALL BE 12" DEEP, CONTINUOUS LENGTH, SPACED 18" VERTICALLY AND SUPPORTED ON ADJUSTABLE STEEL STANDARDS SPACED 36" C/C MAX.
34. WALK-IN COOLER SUPPLIER TO PROVIDE KEY-ACTUATED LOCKSET ON PASS-THRU DOOR IF BULK SALES OPTION IS REQUIRED. LOCKSET SHALL NOT REQUIRE USE OF KEY FOR EGRESS FROM COOLER.
35. PROVIDE FLUSH ACCESS PANEL IN WALL FOR EXTERIOR HOSE BIBB SERVICE SHUTOFF VALVE. CUT PLYWOOD TO SIZE AS REQUIRED, COORDINATE PANEL LOCATION WITH PLUMBING CONTRACTOR. INSTALL WITH WHITE WASHER HEAD SCREWS.
36. WALK-IN COOLER SUPPLIER TO PROVIDE LOCKSET ON SERVICE DOOR OF BULK SALES PARTITION. ORIENT LOCK TO PREVENT ACCESS FROM BULK SALES AREA INTO ADJACENT COMPARTMENT. LOCKSET SHALL NOT REQUIRE USE OF KEY FOR EGRESS FROM ADJACENT COMPARTMENT INTO BULK SALES AREA OF COOLER.
37. REFER TO DRAWING #A-7 FOR INTERIOR ELEVATIONS. ELEVATION LOCATION KEYS ARE FOUND ON DWG. #A-6.
38. REFER TO MECHANICAL DRAWINGS FOR GROUND-MOUNT CONDENSERS OR ROOFTOP EQUIPMENT.
39. COORDINATE ALL WORK WITH MECHANICAL, ELECTRICAL, & PLUMBING DRAWINGS. IF DISCREPANCY EXISTS, CONTACT PROJECT MANAGER.
40. VERIFY EXTENT OF SIDEWALK WITH SITE PLAN. SIDEWALK SHALL PROVIDE A CONTINUOUS MEANS OF EGRESS AS REQUIRED PER ALL NATIONAL, STATE AND LOCAL CODES.
41. SEE SITE PLAN IF FIRE-RATED WALL IS REQUIRED. SEE DOOR SCHEDULE FOR DOOR REQUIREMENTS. REAR ELEVATION ON DWG. #A-4.2 AND DETAIL ON DWG. #A-5.
42. BABY CHANGING STATION IN MEN'S RESTROOM FOR MICHIGAN ONLY.

BUILDING CODE SUMMARY	2006 IBC	2007 OBC	2003 MBC
GROSS BUILDING AREA	3,936 S.F.	3,936 S.F.	3,936 S.F.
USE 'M' AREA (INCLUDING REST ROOMS ATTENDANT AREA), ALCOVE	2,655 S.F.	2,655 S.F.	2,655 S.F.
USE 'B' AREA (OFFICE AREA)	57	57	57
ACCESSORY STORAGE AREAS & COOLER	935	935	935
OCCUPANT LOAD FACTOR PER CODE 'M' = 30 GROSS 'S' = 300 GROSS 'B' = 100 GROSS			
CALCULATED OCCUPANT LOAD MERCANTILE 'M' /30	89	89	89
STORAGE 'S' /300	3	4	4
BUSINESS 'B' /100	1	1	1
TOTAL NUMBER OF OCCUPANTS	93	94	94
EXITS REQUIRED	2	2	2
EXITS PROVIDED	2	2	2
BUILDING HT. TO TOP OF RIDGE	23'-6"	23'-6"	23'-6"
NUMBER OF STORIES	1	1	1
USE GROUP (MIXED USE, NON-SEPARATED)	M	M	M/S-2
TYPE OF CONSTRUCTION	VB	VB	VB

GENERAL NOTES:

- UNLESS NOTED OTHERWISE, ALL MATERIAL AND EQUIPMENT WILL BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR. THIS NOTE APPLIES TO ALL DRAWINGS.
- INTERIOR STUD WALLS SHALL EXTEND FROM FLOOR TO AT BOTTOM OF TRUSSES**. 4" (NOM.) STUD WALLS TO BE CONSTRUCTED OF 362S125-30 METAL STUDS AND 6" (NOM.) WALLS TO BE CONSTRUCTED OF 550S125-30 METAL STUDS INCLUDING BOTTOM PLATES WITH HORIZONTAL BLOCKING BETWEEN STUDS AT MID-POINT BETWEEN FLOOR AND CEILING UNLESS OTHERWISE NOTED. ALL STUDS SHALL BE SPACED AT 16" O/C. 5/8" SHEATHING, PLYWOOD AND/OR DRYWALL, IS REQUIRED ON BOTH SIDES FROM 1/2" ABOVE FLOOR TO 8" (MIN.) ABOVE ADJACENT CEILING LINE.

  ** EXCEPTION: INFILL WALL ABOVE WALK-IN COOLER SHALL TERMINATE AT BOTTOM OF TRUSSES USING 'DEFLECTION TRACK' CONNECTION PER DETAIL ON SHEET A-5.
- BLOCKING OR CONTINUOUS PLYWOOD SHEATHING SHALL BE INSTALLED ON WALLS BEHIND ALL WALL-MOUNTED EQUIPMENT, FIXTURES AND SHELVING.
- ALL BLOCKING, PLYWOOD AND WOOD FURRING ON FIRE-RATED WALLS (REFER TO SITE PLAN) SHALL BE FIRE-RETARDANT TREATED.
- ALL RESTROOM ACCESSORIES SHALL BE MOUNTED WITH VANDAL-RESISTANT METAL FASTENERS INTO WOOD BLOCKING.
- ALL DRYWALL ON RESTROOM CEILINGS SHALL BE 5/8" THICK WATER-RESISTANT GRADE GYPSUM BOARD.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS NECESSARY TO PROVIDE A FINISHED FLOORING SYSTEM PER MANUFACTURER'S SPECIFICATIONS.
- CABINET VENDOR TO FURNISH SHOP DRAWINGS OF ALL VENDOR-SUPPLIED CABINETRY TO OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO FABRICATION AND INSTALLATION. CONTRACTOR TO INSTALL ALL CABINETRY UNLESS NOTED OTHERWISE.
- ALL PLYWOOD INSTALLED WITHIN THE INTERIOR OF THE BUILDING TO BE INSTALLED "SANDED SIDE OUT" AND FASTENED USING #8x1 5/8" PHILLIPS TRUMPET HEAD SCREWS BY ITW BUILDEX (OR EQUAL) INTO METAL STUDS OR FRAMING MEMBERS AT 16" (MAX.) O/C.
- REFER TO SITE DRAWINGS FOR VERIFICATION OF FIRE-RATED WALL REQUIREMENT.
- ANY DOOR IN FIRE-RATED WALL SHALL BE RATED IN CONJUNCTION WITH WALL RATING. A 1-HOUR RATED WALL REQUIRES A 3/4-HOUR RATED DOOR. ALL DOORS SHALL BE LABELLED ACCORDINGLY.
- THESE DRAWINGS DO NOT PROVIDE FOR THE CONSTRUCTION OF A 2 HOUR RATED EXTERIOR WALL. 2 HOUR RATED WALLS WILL REQUIRE A 2 HOUR RATED ROOF ASSEMBLY OR A 4' PARAPET ON REAR WALL.
- ANY INSULATION CONCEALED IN WALLS SHALL HAVE A FLAME SPREAD OF 25.
- COOLER PANELS SHALL CONFORM TO FM 4880, UL 1040, NFPA 286 OR UL 1715.
- INTERIOR SURFACES OF ALL EXTERIOR MASONRY WALLS (EXCEPT AS NOTED OTHERWISE) SHALL BE FURRED WITH 2"x25 GA. Z-FURRING CHANNELS AT 24" C/C WITH 2" RIGID STYROFOAM INSULATION (R-8 MIN.) INSTALLED WITH A COMPATIBLE ADHESIVE BETWEEN FURRING. OVERLAY SAME WITH 6 MIL POLYETHYLENE VAPOR BARRIER AND 5/8" DRYWALL FACING, CONTINUOUS FROM 1/2" A.F.F. FLOOR TO BOTTOM OF TRUSSES. (EXCEPTIONS: OMIT FURRING, RIGID INSULATION, STYROFOAM INSULATION, VAPOR BARRIER AND DRYWALL ON THAT PORTION AT WALL IMMEDIATELY ADJACENT TO AND BELOW TOP OF WALK-IN COOLER.)
- SECURE STUDS TO MASONRY WALLS WITH 1/2" DIAMETER ANCHOR BOLTS AT 16" ON CENTER VERTICALLY WHERE STUD WALLS MEET MASONRY WALLS.
- EXTERIOR MASONRY WALLS ARE DIMENSIONED OUT-TO-OUT OF MASONRY. INTERIOR DIMENSIONS ARE REFERENCED FROM INSIDE FACE OF MASONRY ON EXTERIOR WALLS TO STUD CENTERLINE OF PARTITION WALL OR FROM CENTER-TO-CENTER OF PARTITION WALL STUDS UNLESS NOTED OTHERWISE.

Established 1998

Speedway
SUPERAMERICA.

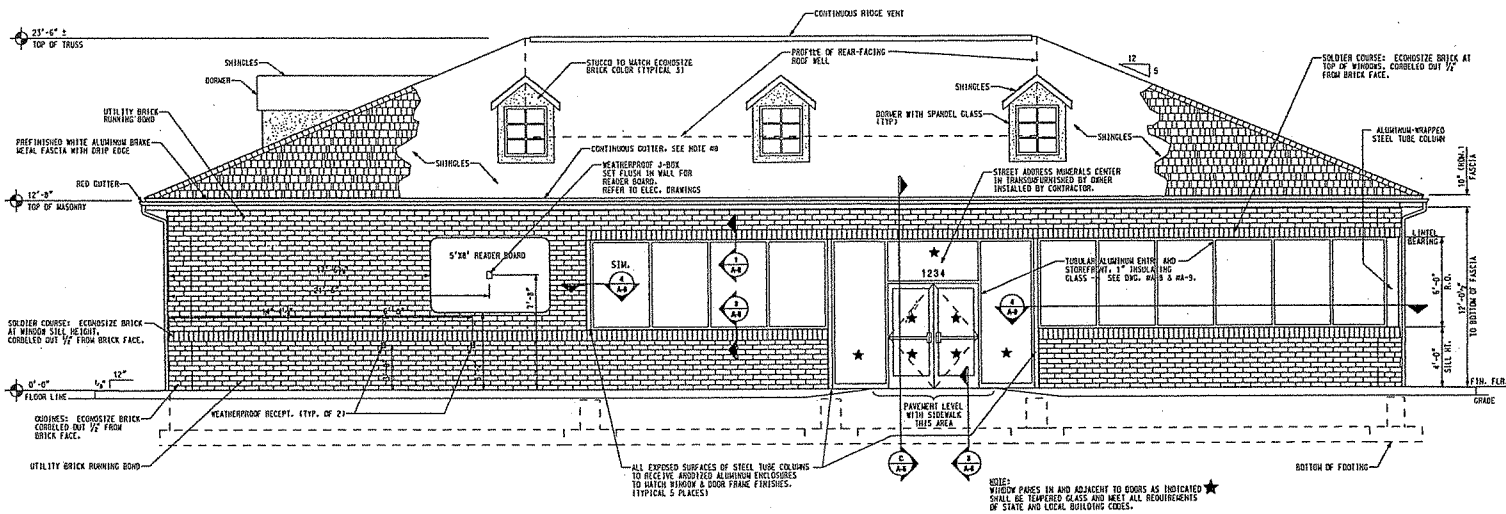
Prepared for: Speedway SuperAmerica LLC, Springfield, OH 45501, A subsidiary of Marathon Petroleum Company LLC
Prepared by: Marathon Petroleum Company LLC, Marketing & Transportation Engineering Dept., Findlay, OH 45840

REVISIONS

FLOOR PLAN

CMU CONSTRUCTION
RIGHT HAND STORE,3936 SQ. FT.
48'-0" X 82'-0"

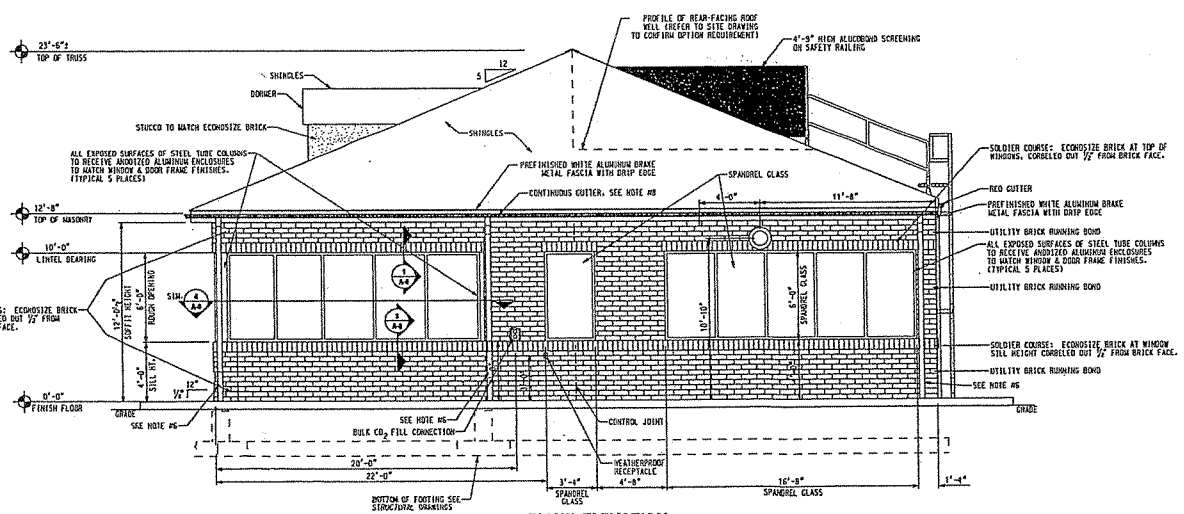
STORE OR BLDG NO.	C3900
VERSION OR AFE NO.	9.0
SCALE	1/4" = 1'-0"
DESIGN TEAM	DATE
DCMR. C. ZACHRICH	1-23-09
PM./OP.	1-23-09
RVR./OP.	
DWG. NO.	A-1



NOTE:
WINDOW PANES IN AND ADJACENT TO DOORS AS INDICATED ★ SHALL BE TEMPERED GLASS AND MEET ALL REQUIREMENTS OF STATE AND LOCAL BUILDING CODES.

1 A-1 FRONT ELEVATION

SCALE: ½" = 1'-0"



2 A-1 RIGHT ELEVATION

SCALE: ½" = 1'-0"

NOTES:

1. STOREFRONTS FRAMING SYSTEM WILL BE MANUFACTURED BY THE KAWNEER COMPANY FOR APPROVED EQUIVALENT. CONTRACTOR SHALL PLACE ORDER BY CONTACTING:

   KAWNEER COMPANY
   ATTN: RODNEY FREY
   PHONE: (317) 738-2600
   FAX: (630) 755-4635

2. BRICK SPECIFICATION IS AS FOLLOWS:

   SUPPLIER: NORTHWEST MASONRY
   CONTACT: JOHN COSICAT 419-422-1102
   STYLE: THE BOWERSTONE SHALE CO. #13 UTILITY
   STYLE: THE BOWERSTONE SHALE CO. 4"x4"x8" #940 ECOMOSIZE WIDECUT

3. ALL UNITS (REGARDLESS OF STYLE) THAT WILL BE VISIBLE FOR INSPECTION WHEN CONSTRUCTION IS COMPLETE MUST HAVE "RAKED" JOINTS.

4. STOREFRONT GLAZING MAY RECEIVE APPLICATION OF PRESSURE-SENSITIVE TINTED FILM FOR ANY SOUTHERLY OR WESTERLY EXPOSURES. SEE PLOT PLAN. FILM TO BE 3M "SCOTCHTINT" SUN CONTROL WINDOW FILM "NV-35". CONTRACTOR SHALL PLACE ORDER BY CONTACTING:

   GREGORY, INC.
   PHONE: (316) 543-6057

5. WHEN INSTALLING SIGNAGE, TAKE CARE TO ALIGN SIGN EDGES PLUMB AND SQUARE WITH BUILDING SURFACES. MAINTAIN UNIFORM AVERAGE SPACING BETWEEN BACK OF SIGN AND BUILDING WALL FACE.

6. ALL DOWNSPOUTS AND EXTERIOR DOORS & FRAMES, AND LOUVERS (EXCL. ALUM. STOREFRONT)ARE TO BE PAINTED SHERWIN-WILLIAMS "SW-6060 "MORROCAN BROWN"

7. SEE PLOT PLAN FOR ANY SITE SPECIFIC BLOCK REQUIREMENTS THAT DEVIATE FROM THIS DRAWING.

8. GUTTER SHALL BE 0.032 ALUMINUM GUTTER COIL STOCK, COLOR "BRIGHT RED" BY DIMENSIONAL METALS, INC.

   ATTN: PHIL CASTALO

9. ALL ELECTRICAL RECEPTACLES AND WALL HYDRANTS TO BE COORDINATED WITH WITH MECHANICAL AND ELECTRICAL DRAWINGS. IN CASE OF A DISCREPENCY CONTACT PROJECT MANAGER. ANY ELECTRICAL RECEPTACLES IN A FIRE-RATED WALL SHALL BE TESTED FOR USE IN THE FIRE-RESISTANT RATED ASSEMBLY AND INSTALLED IN ACCORDANCE WITH THE INSTRUCTIONS INCLUDED IN THE LISTING.

10. HOSE BIBS AND RECEPTACLES ARE SHOWN FOR REFERENCE. SEE ELECTRICAL AND PLUMBING PLANS FOR EXACT LOCATIONS.

Speedway SUPERAMERICA

Speedway SuperAmerica LLC
Marathon Petroleum Company LLC
539 South Main Street
Findlay, OH 45840

Established 1918

NO.	REVISIONS	DATE	DRAWN BY	CHK'D BY	APP'D BY
1	DRAWN FROM BLOCK TO MATCH				
2	REVISED TO REFLECT SOFFITS LOCATED				

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EXTERIOR ELEVATIONS

REBUILD
3708 60th STREET
KENOSHA COUNTY
KENOSHA, WI

STORE OR BLDG NO. 0004029
VERSION OR AFE NO. 056407
SCALE ½" = 1'-0"

DESIGN TEAM	DATE
DSGN. C. ZACHRICH	3-6-09
PM/SP. R. MAURER	3-6-09
MGR./SP.	

DWG. NO. 4029-A4.1

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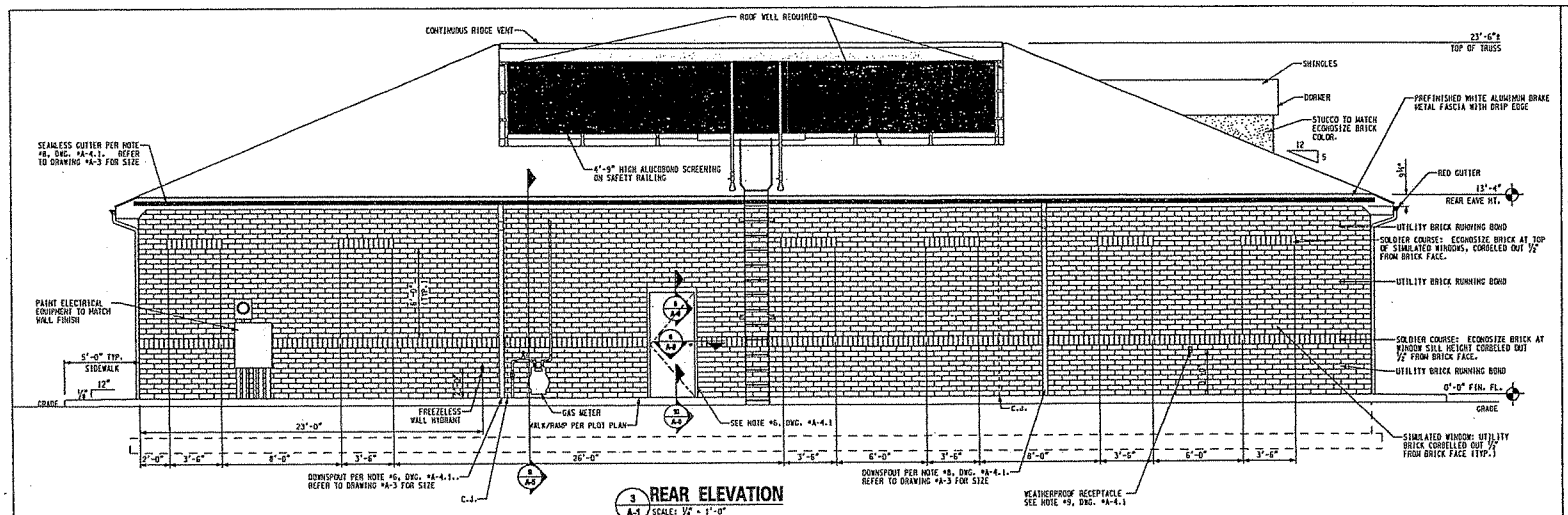
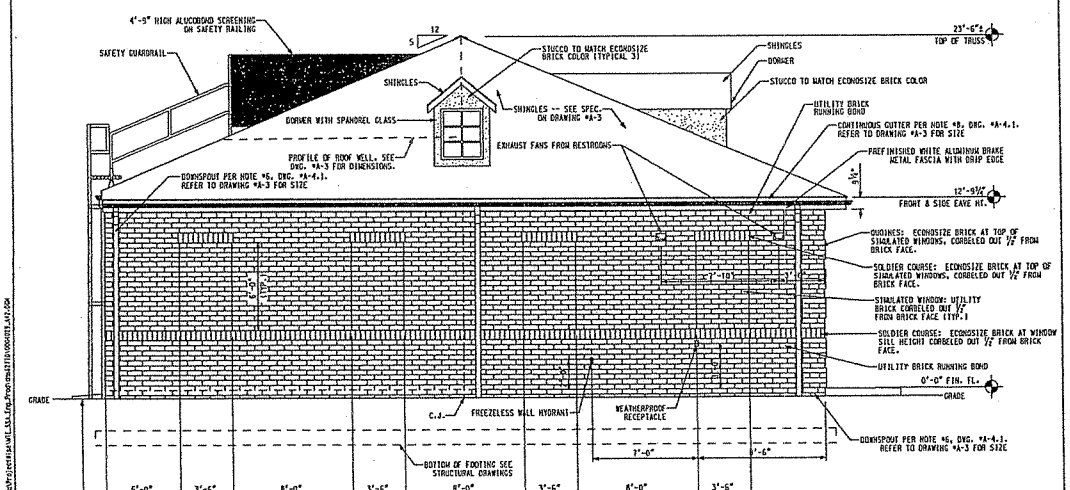
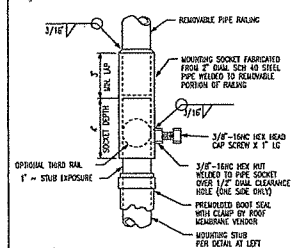


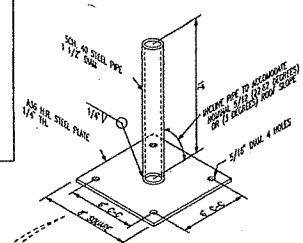
3 REAR ELEVATION
A-1 SCALE: 1/4" = 1'-0"



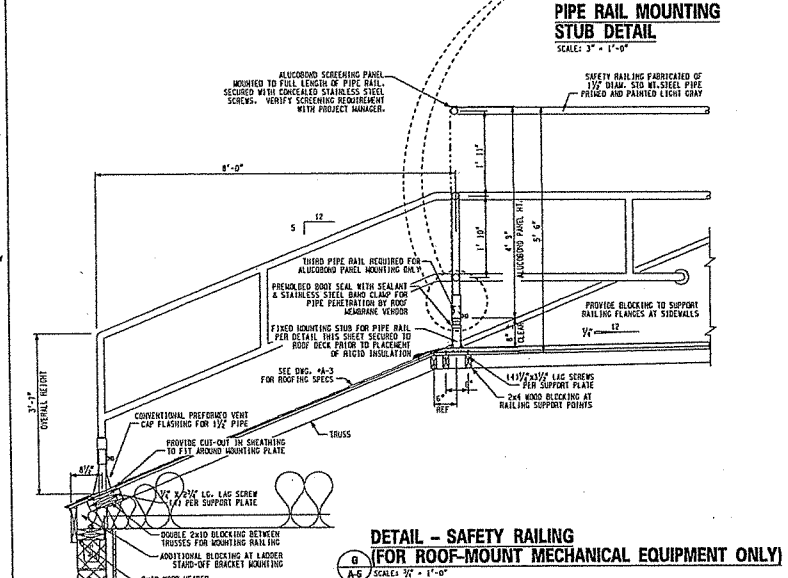
4 LEFT ELEVATION
A-1 SCALE: 1/4" = 1'-0"



DEMOUNTABLE RAILING SOCKET DETAIL
SCALE: 3" = 1'-0"



PIPE RAIL MOUNTING STUB DETAIL
SCALE: 3" = 1'-0"



DETAIL - SAFETY RAILING (FOR ROOF-MOUNT MECHANICAL EQUIPMENT ONLY)
G A-6 SCALES 3/4" = 1'-0"

Established 1998

Speedway SUPERAMERICA

Prepared for: Speedway / SuperAmerica LLC, A Subsidiary of Marathon Petroleum Corporation

Prepared by: Marathon Petroleum Company LLC, 539 South Main Street, Findlay, OH 45840

NO.	REVISIONS	DATE	DRAWN BY	CHK'D BY	APP'D BY
1	ISSUED FOR REVIEW	5-12-09	C.J.Z.	M.J.W.	

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EXTERIOR ELEVATIONS

REBUILD
3708 8th STREET
KENOSHA COUNTY
KENOSHA, WI

STORE OR BLDG NO.	0004029
VERSION OR AFE NO.	056407
SCALE	1/4" = 1'-0"
DESIGN TEAM	DATE
DWN. C. ZACHRICH	5-4-09
PM./CP. H. MAURER	5-4-09
RVB./CP.	
DWG. NO.	4029-A4.2

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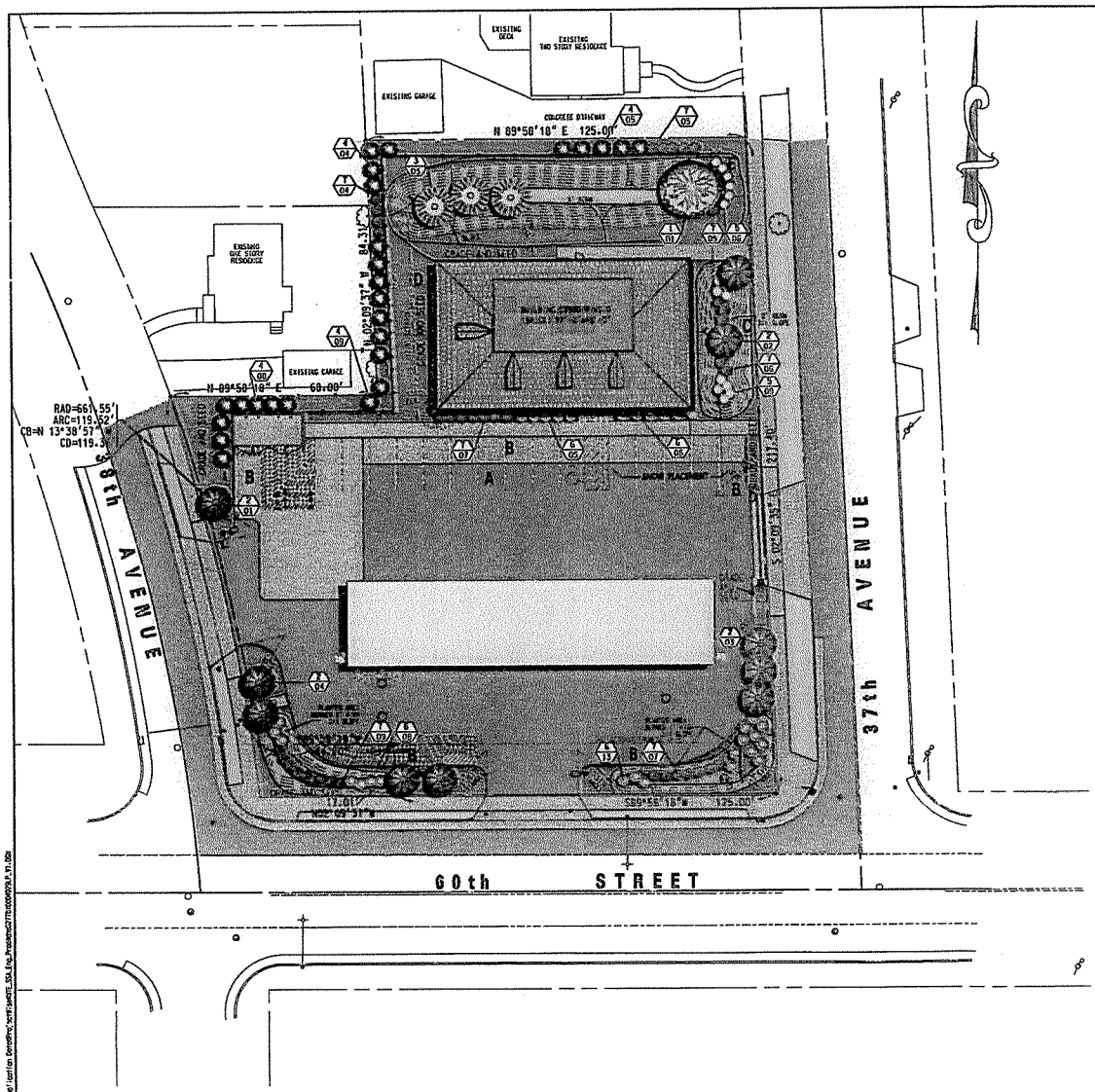

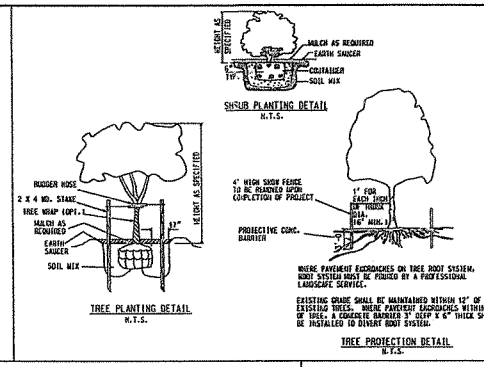

PLANTING SCHEDULE

KEY / QTY	PLANT I.D. NUMBER (SEE BELOW) QUANTITY IN THIS GROUPING	SIZE	QUANTITY
1.	THORNLESS COLONY HONEYLOCUST	5' TALL AT PLANTING 2.5" CALIPER MINIMUM	1
2.	FLOWERING CRAB--' MALUS FRANKFORTENSE'	5' TALL AT PLANTING 2.5" CALIPER MINIMUM	10
3.	SPRUCE, COLORADO BLUE picea pungens	5' TALL AT PLANTING 2.5" CALIPER MINIMUM	3
4.	ARBORVITAE, EMERALD thuja occidentalis emerald	4' MIN. HEIGHT AT PLANTING	26 3' O.C.
5.	ARBORVITAE, GOLDEN GLOBE thuja occidentalis 'Golden Globe'	1'-6' MIN. HEIGHT AT PLANTING	14 3' O.C.
6.	JUNIPER, BAR HARBOR juniper horizontalis "Bar Harbor"	1'-6' MIN. SPREAD AT PLANTING	32 3' O.C.
7.	BLUEBIRD BUSH DOGWOOD EUONYMUS ALATUS 'COMPACTUS'	1'-6' MIN. HEIGHT AT PLANTING	43 3' O.C.

LANDSCAPE IMPROVEMENT TABLE

LOCATION	AREA
	TOTAL SITE AREA 34,115 SQ.FT.
	TOTAL PAVED AREA 18,102 SQ.FT.
A	PARKING LOT AREA 2,523 SQ.FT.
B	TOTAL INTERIOR PARKING LOT LANDSCAPE AREA 3,417 SQ.FT. GRASS 3417 - 73% TREES - 8 SHRUBS - 68
C	INTERIOR PARKWAY 1,109 SQ.FT. TREES - 5 SHRUBS - 15
D	BUFFER STRIP AREA 912 SQ.FT. 6' FENCE
E	BUFFER STRIP AREA 4,670 SQ.FT. 6' FENCE TREE - 4 SHRUBS - 21

EXISTING STRUCTURES

DECIDUOUS

EVERGREEN

ORNAMENTAL

DECIDUOUS SHRUBS
HEDGE SPECIES

EVERGREEN SHRUBS
HEDGE SPECIES

PLANTER BED SPECIES

LANDSCAPE NOTES

1. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
2. ALL MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN OF EQUIVALENT.
3. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS ORIGINAL GRADE BEFORE DIGGING.
4. ALL PLANTS SHALL BE BALED AND WRAPPED OR CONTAINER GROWN. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING. WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE CUT THROUGH THE SIDEWALL IN TWO VERTICAL LOCATIONS.
5. AT PLANTING TIME, ALL PLANTS SHALL BE TRIMMED BY PRUNING A BALANCED ONE-THIRD OF THE VEGETATIVE MATERIAL.
6. ALL PLANTS SHALL BE SPRAYED WITH AN ANTIDESSICANT WITHIN 24 HOURS AFTER PLANTING.
7. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING.
8. ALL "PLANTER AREAS" TO BE FULLY MULCHED AND COVERED WITH 3" MIN DEPTH OF WOOD CHIPS PROVIDE BARK OVER PROPERLY MACHINED PORUS WEED BARRIER FABRIC SUCH AS PERVICE MAT 170PAR. OR EQUAL.
9. ALL AREAS NOTED "SODDED AND SEED", "SEED AND SOD" AND "PLANTED AREA" WILL RECEIVE TOP SOIL AS INDICATED IN STANDARD SPECIFICATIONS.
10. THE CONTRACTOR SHALL REFER TO THE STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
11. INSTALL A 3" PVC PIPE WITH CAPPED ENDS UNDER APPROACHES.

Speedway SUPERAMERICA

Prepared for: Speedway SuperAmerica LLC, 500 Speedway Drive, Enon, OH 45323

Developer: Speedway SuperAmerica LLC, 500 Speedway Drive, Enon, OH 45323

Architect of Record: Schneider Smeltz Associates, 1111 Rt. 9 North, Clifton Park, NY 12065

Prepared by: Schneider Smeltz Associates LLC and Ft. Orange Engineering LLC, 1111 Rt. 9 North, Clifton Park, NY 12065

Established 1958

REVISIONS				
NO.	DATE	DRAWN	CHKD	DESCRIPTION
1				

This drawing is the property of Speedway SuperAmerica LLC and is not to be used or copied without written permission of Speedway SuperAmerica LLC.

LANDSCAPE PLAN
REBUILD
2910 60th STREET
KENOSHA COUNTY
KENOSHA, WI

STORE OR BLDG NO. 0004029

VERSION OR ARE NO. 050407

SCALE 1" = 20'-0"

DESIGN TEAM		DATE
DRAWN.	L. STALEY	05-12-09
P-MGR.	H. MAURER	05-12-09
RVWR.	J. KINN	05-12-09

DRWG. NO. 4029-LP

7/23/2009 10:15:55AM
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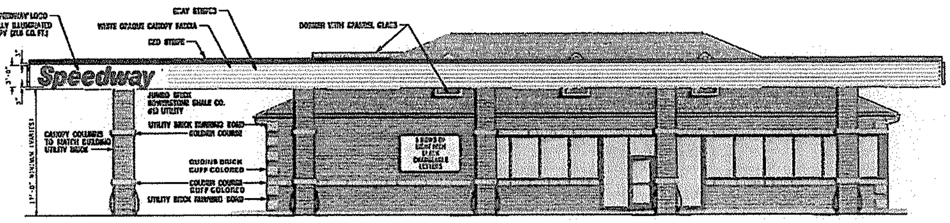
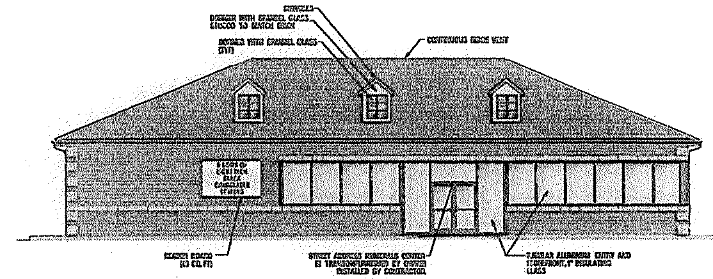
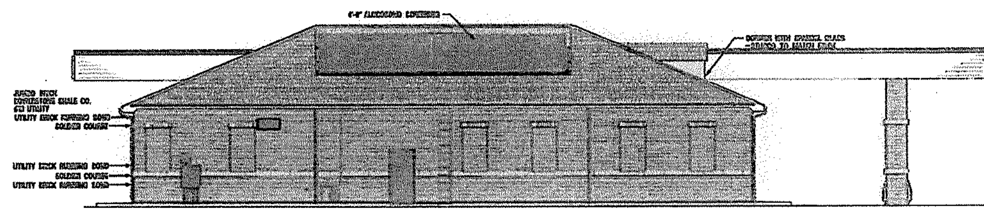


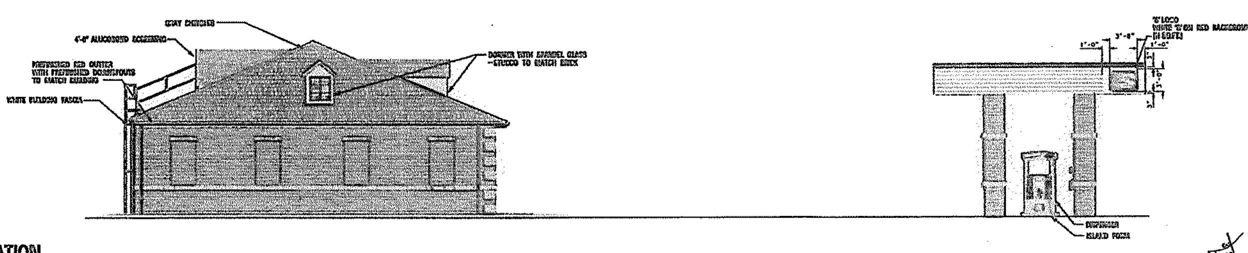
FRONT ELEVATION
CANOPY FASCIA (PANEL #1)



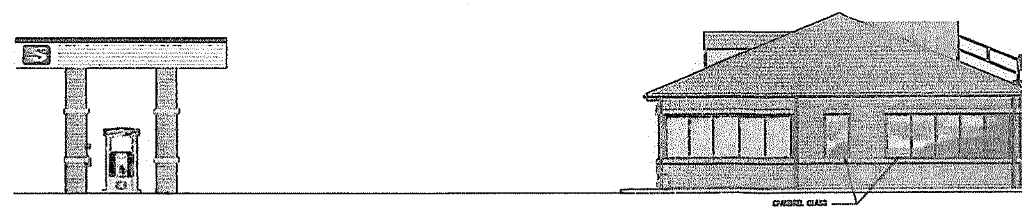
FRONT BUILDING ELEVATION



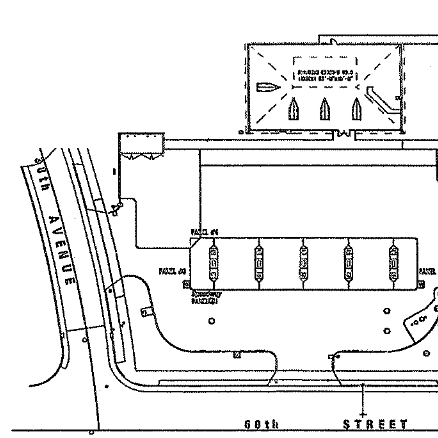
REAR ELEVATION
CANOPY FASCIA (PANEL #4)



LEFT ELEVATION
CANOPY FASCIA (PANEL #3)



RIGHT ELEVATION
CANOPY FASCIA (PANEL #2)



KEY PLAN

Speedway
SUPERAMERICA
Established 1928

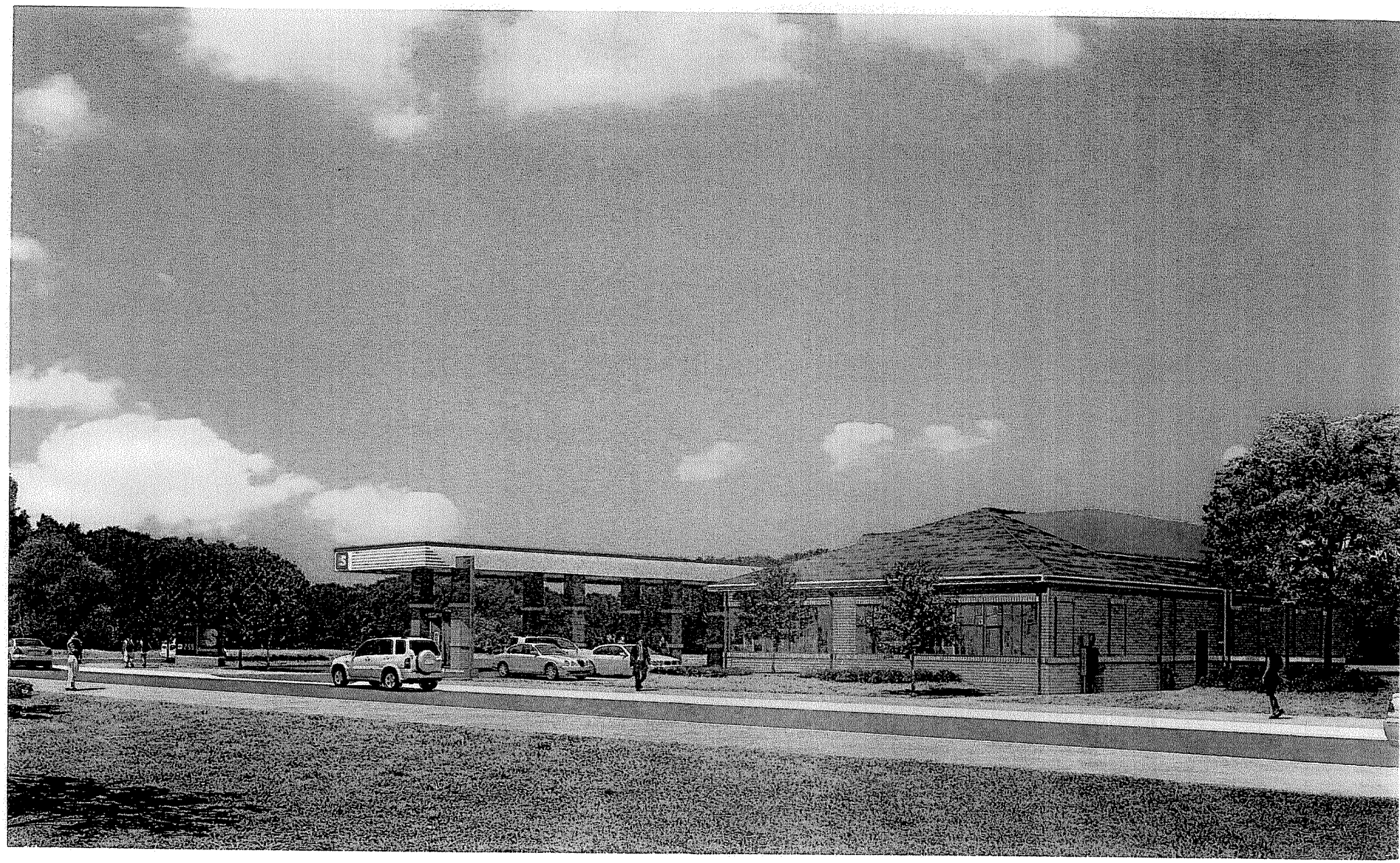
NO.	REVISIONS
1	CHANGED FROM BLOCK TO BRICK

PERMIT & ZONING DRAWING
SPEEDWAY BUILDING / CANOPY
BLOCK BLDG
BUILDING TYPE C3300
RIGHT HAND STORE 3324 SQ.FT.
KENOSHA, WI

STORE OR BLDG NO.	C3900
VERSION OR AFE NO.	V0.0
SCALE	1/8" = 1'-0"

DESIGN TEAM	DATE
DSGR. L. STALEY	5-12-09
PM./DP. R. MAURER	5-12-09
AVR./DIR. PLEASANTS	5-12-09

DRWG. NO. #0004029-SP-1



CITY PLAN COMMISSION
Minutes
September 10, 2009

MEMBERS PRESENT:	Alderman Moldenhauer, Mike Lemens, Kathleen Barca, Anita Faraone, Art Landry and Ron Stevens
MEMBERS EXCUSED:	Mayor Bosman, Alderman Ruffolo, Alderman Ruef, Bruce McCurdy and Tim Mahone
STAFF PRESENT:	Jeffrey B. Labahn and Rich Schroeder

The meeting was called to order at 5:04 p.m. by Alderman Moldenhauer and roll call was taken.

Jeffrey B. Labahn, City Planner, said the Commission must elect an acting chairman for the meeting. A motion was made by Mr. Landry and seconded by Mr. Lemens to elect Alderman Moldenhauer as acting chairman. On roll call vote, the motion passed unanimously. (6 ayes; 0 noes)

A motion to approve the minutes from August 6, 2009 was made by Ms. Faraone and seconded by Ms. Barca. The motion passed unanimously. (6 ayes; 0 noes).

1. **Petition to rezone properties between 6102 and 6119 Sheridan Road and 838 62nd Street from IP Institutional Park to RG-2 General Residential in conformance with Section 10.02 of the Zoning Ordinance, District #2. (City Plan Commission) PUBLIC HEARING**

Public hearing opened.

Dusan Matic, 6118 Sheridan Road, would like his property at 6118 Sheridan Road to remain as currently zoned, IP Institutional Park.

Willis Johnson, 5024 47th Avenue, owns property at 6119 Sheridan Road. Mr. Johnson would like the property rezoned because he is unable to rent it as a business and would like to convert it to residential.

Public hearing closed.

Rich Schroeder, Assistant City Planner, showed a video of the proposed properties for rezoning. The properties are currently non-conforming and there are stipulations as far as rebuilding. Staff proposes to rezone all properties to residential, which is the current use of the parcels. The City Plan Commission voted to initiate the rezoning on all the lots at their August 6, 2009 meeting. Regarding the property owned by Mr. Matic, it is the southwestern property in the group to be rezoned. The Commission can move forward and include all the parcels as originally proposed or modify the Petition to exclude Mr. Matic's parcel from the group.

Ms. Barca asked if the property is currently residential and non-conforming, what is the impact on the property owner. Mr. Schroeder said it has limits as far as expansion. The property owner could not rebuild if the home was destroyed.

A motion was made by Ms. Faraone to approve the rezoning and keep all parcels intact.

The motion died for lack of a second.

Mr. Stevens asked if there is any liability to the City if Mr. Matic's property is omitted from the rezoning. Mr. Labahn said if the Commission chooses to omit his property, there would be no change from the current status.

Mr. Lemens asked if the parcel is not rezoned today, will it be more difficult to rezone at a future date. Mr. Schroeder said no, the adopted plan does designate the lot for office/institutional use.

A motion was made by Mr. Lemens and seconded by Mr. Stevens to rezone the proposed properties, omitting Mr. Matic's parcel. The motion passed unanimously. (6 ayes; 0 noes)

2. Conditional Use Permit for a 3,936 square foot Gas Station/Convenience Store to be located at 3708 60th Street, District #11. (Speedway) PUBLIC HEARING

Public hearing opened.

Richard Maurer, Marathon Petroleum, 539 South Main Street, Findlay, OH, gave a brief update on the project since the rezoning hearing last month. The changes include a dormer added on the west elevation, at the request of the abutting owner, additional shrubs and the pole sign was lowered to a ground sign.

Public hearing closed.

Mr. Schroeder said that Mr. Mauer was given suggestions regarding the building and site at the July 23, 2009 City Plan Commission meeting he attended. He is now back with basically the same building, except for the additional dormer. There is a clause in the City Zoning Ordinance that states a building should complement the surrounding area. That is why Staff and the Commission has requested changes. There should be additional landscaping at the east end of the property and the berm removed and replaced with foundation plantings to be more compatible with the residential front yard. The Commission requested a pitched roof with shingles on the canopy for the gas pumps. The Commission also suggested some way to break up the windows with more smaller windows or grids or shutters. Mr. Schroeder also said there would be more of an impact if the dormer was placed on the east elevation instead of the west elevation, as it would be more visible. The applicant should have a dormer on both the east and west elevations. Also, the dormers should be re-sized to be proportional to the building.

A motion was made by Mr. Stevens and seconded by Mr. Landry to approve the Conditional Use Permit with the additional changes as presented by Staff.

Ms. Faraone asked if the station plans on being open 24 hours. Mr. Mauer said yes. Ms. Faraone said this station is an asset to the neighborhood, but I do not support this facility being open 24 hours. I suggest the hours be limited because of the crime element and employee safety.

Mr. Landry asked if the Commission has the authority to designate the hours of operation. Mr. Labahn said the Operational Plan states the hours of operation and the Commission can certainly address this as part of the Conditional Use Permit.

Ms. Faraone said that overall the building plans are good, but she would like to see two larger dormers instead of 3 small ones on the front. Ms. Faraone asked Alderman

Nudo, Alderman of the neighborhood, if he objects to the store being opened 24 hours. Alderman Nudo said he did not object.

Ms. Faraone said that as a County Board Supervisor, this project is also in her district, she lives 3 blocks from the facility. Gas stations are a prime target for robbery at night and this is a vulnerable situation.

Alderman Moldenhauer asked if the station can sell liquor. Mr. Labahn said no, not at this time under current regulations. They are not allowed because of the close proximity to the church to the east.

Ms. Barca asked why the conditions were not addressed if they were already discussed. Mr. Mauer said after the meeting last month he took the information back to the applicant. The changes that were made are as far as they are willing to go financially. Ms. Barca asked do you mean you will not commit to the suggestions we made? Mr. Mauer said that is correct. We can talk about them, but there are no promises.

Mr. Lemens asked asked if the canopy lighting was recessed. Mr. Mauer said yes.

Ms. Faraone asked Mr. Mauer do you mean if the Commission approves this Conditional Use Permit, you will not follow the conditions? Mr. Mauer said that is correct. Ms. Faraone said she would like to amend the hours of operation so the station is open less than 24 hours. A motion was made by Ms. Faraone and seconded by Ms. Barca.

Mr. Labahn asked Ms. Faraone for specific hours. Ms. Faraone asked what are the hours of some other establishments. Mr. Labahn said gas stations hours vary throughout the City from 24 hours to more limited operations. The Operational Plan is part of the Conditional Use Permit. If you want to regulate the hours, they must be specific. Ms. Faraone said 5:00 a.m. to 12:00 a.m. Ms. Barca said she is not prepared to be that specific. Ms. Faraone said she would withdraw her motion to limit the hours, but would like the point reviewed for future gas stations.

Alderman Moldenhauer said he is very disappointed with the appearance of the building, particularly the canopy. The Commission had an in depth discussion with Mr. Mauer at the July 23rd meeting and we gave you our comments. Mr. Mauer said he took that information back to Marathon and the suggestions were looked at seriously. The building presented is a result of a business decision, there is no more money.

Mr. Labahn clarified that the motion on the floor is to approve the Conditional Use Permit with 2.i. being revised as follows: *A dormer shall be installed on the east elevation. The size of the dormers shall be increased to be more in proportion with the scale of the building.*

Mr. Lemens asked if any other gas station has a pitched roof on the canopy. Mr. Labahn said the PDQ on 39th Avenue and 80th Street.

The motion to approve the Conditional Use Permit passed unanimously. (6 ayes; 0 noes)

Conditions of Approval

Speedway at 3708 60th Street

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:

a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Raze, Building, Plumbing, Electrical and Occupancy permits.

b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permits from the Department of Public Works.

c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. The site is restricted to one freestanding monument sign, no larger than eighty (80') square feet.

d. The development shall be constructed per the approved site, drainage, utility, landscape and building plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.

e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds . All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.

f. Compliance with City, State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.

g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.

h. All trash containers shall be stored within the enclosure. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

j. Outdoor display of products is prohibited.

k. All vehicles shall be parked within the designated paved areas.

l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

m. Compliance with the operational plan dated August 3, 2009

Draft

2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.

   a. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated August 18, 2009.

   b. A Parcel Combination shall be recorded prior to the issuance of a Footing and Foundation permit.

   c. Two (2) copies of an Erosion Control Plan set shall be submitted.

   d. The parking space in front of the dumpster can not be counted towards the required sixteen (16) off-street parking spaces. It must be relocated elsewhere on the site.

   e. The "Temporary Snow Storage Area" can not utilize parking spaces 12 through 16 as the site is only providing the minimum number of off-street parking spaces required by the Zoning Ordinance. Indicate a "Temporary Snow Storage Area" elsewhere on the site or submit a plan indicating that snow ill be hauled off-site.

   f. Revise the Landscape Plan to remove the berm and landscaping along the east elevation and include only foundation plantings.

   g. The gas pump island canopy shall include a full or partial pitched roof with materials and roof pitches matching the convenience store.

   h. The real and fake windows on the south and east elevations shall include window grids and shall be spaced to replicate a residential window pattern. Shutters shall be included on all windows.

   i. A dormer shall be installed on the east elevation. The size of the dormers shall be increased to be more in proportion with the scale of the building.

Mr. Labahn asked that Item #3 and #4 be taken together for discussion purposes. Both items were read.

3. Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha, District #7.

4. Resolution to approve a one-lot Certified Survey Map at the northeast corner of 52nd Street and 14th Avenue, District #7. (City of Kenosha)

A motion was made by Ms. Faraone and seconded by Ms. Barca to approve Item #3, the contract.

Mr. Labahn said the Sharon Krewson, Real Estate Agent for the City, is available for questions.

Mr. Stevens said that he will abstain from Item #3 and #4.

Ms. Faraone said she is glad to see this Agreement move forward.

The motion to approve the Contract passed. (5 ayes; 0 noes; 1 abstain) *Stevens*

Draft

permit may be issued prior to formal Conditional Use Permit or whether the permit shall be withheld pending formal approval of the CUP application.

3. If one or more reviewing agency states that the footing and foundation permit should not be granted, and the applicant still desires the permit, then within five (5) working days a representative from each reviewing agency will meet and delineate the requirements that must be fulfilled prior to the issuance of a permit. If agreement is not reached, a footing and foundation permit shall not be issued.

4. Footing and foundation permit approval shall be subject to a specific timetable which specifies project completion dates which must be met.

5. Permits may be withheld in order to protect the public safety and welfare of the community, or if in the opinion of the reviewing agency, there is a need of additional information.

H. Appeals. Any petitioner/applicant objecting to any decision of Review Authority-City Plan Division CPD related to the Conditional Use Permit may appeal the decision to the City Plan Commission. Any petitioner/applicant objecting to any decision of Review Authority-City Plan Commission-CPC related to the Conditional Use Permit may appeal the decision to the Common Council. Such appeals shall be filed with the City Clerk/Treasurer within thirty (30) days of the decision by the Review Authority, and shall include the payment of the fee therefor established by the Common Council, from time to time, by Resolution.

The Plan Commission or Common Council shall fix a reasonable time for the hearing of an appeal. The Plan Commission or Common Council shall notify the appellant of the hearing by mail. At the hearing the appellant shall appear in person or by agent or attorney.

I. Expiration of Conditional Use Permits for Failure to Timely Obtain a Building Permit.

1. Conditional Use Permit With a Single Building. Required Building Permits shall be obtained within six (6) months of the date of the Conditional Use Permit approval by the Review Authority.

2. Conditional Use Permit With Multiple Buildings. The first Building Permit shall be obtained within six (6) months of the date of Conditional Use Permit approval by the Review Authority. Required Building Permits shall be obtained for all remaining buildings within twenty-four (24) months of the date of Conditional Use Permit approval by the Review Authority, unless otherwise specified by the Review Authority, which in no event shall exceed thirty-six (36) months.

3. Failure To Obtain All Required Building Permits. The failure of permittee to obtain all required Building Permits in a timely manner shall result in the expiration of the Conditional Use Permit for all unconstructed buildings and all future development shall cease unless the Review Authority extends the time to obtain Building Permits or unless a new Conditional Use Permit is applied for and approved.

4. Planned Developments. Planned Developments are governed by **Section 3.22** of the Zoning Ordinance.

J. Conditions to Run with the Land. Any conditions applied to a Conditional Use Permit shall run with the land and be binding upon the owner/occupier of the land and upon any subsequent successor owners and occupiers of the land. All conditions applied shall be maintained indefinitely by the property owner/occupier unless and until otherwise approved by the Review Authority.

K. Existing Uses. All uses existing on the effective date of this Ordinance which would be classified as conditional uses in the district in which they are located if they were to be established after the effective date of this Ordinance, are hereby considered conforming conditional uses to the extent of the existing operation only. Any addition, expansion, extension, or relocation in the existing operation shall be subject to the provisions of **§4.0** of this Ordinance.

L. Nonconforming Uses of Buildings and Structures and Nonconforming Uses of Land. All nonconforming uses of buildings and structures and nonconforming uses of land, which are in accordance with **§7.0** of this Ordinance, shall not be required to obtain Conditional Use Permits to the extent of the existing operation only. Any alteration, addition, expansion, extension, relocation, or change of a nonresidential nonconforming use shall conform to the provisions of this Ordinance, including the provisions of **§4.0** of this Ordinance

M. Required Plans and Specifications. An application for a Conditional Use Permit shall not be reviewed by the Reviewing Authority until all of the required plans and specifications are submitted to the Department of City Development in a legible and complete format so as to permit a thorough review. The plans and specifications shall include, but not be

provide adequate living area, as required in the Minimum Housing Code of the Code of General Ordinances and the location of all rooms shall be planned to help secure safety from fire, panic and other dangers, including the installation of sprinklers where required.

1.05 B4

4. The materials and design of buildings and structures shall complement the surrounding area.

5. Adequate handicap access shall be provided to public buildings and structures as required in the "Building, Heating, Ventilation and Air Conditioning Code" of the Wisconsin Administrative Code.

C. Site Standards. Review Document: "Site Plan"

1. An adequate legal description and proper survey documentation of the property is required. Any easement, covenant or right-of-way, existing or planned, which creates site design constraints shall be indicated. Any design adjustments to these constraints shall not adversely impact the intent of these standards or the provisions of this Ordinance.

2. The location, proportion, and orientation of buildings or structures should respect the location, proportion and orientation of surrounding landforms, buildings or structures.

3. Surrounding land uses and respective zoning classifications should be indicated on the Site Plan. The Review Authority shall consider the impact of the proposed development on the Comprehensive Plan and the Official Zoning Map, as amended. The Review Authority shall use the following criteria when assessing the development's impact on surrounding land uses: the development shall be consistent with the objectives of the Comprehensive Plan, the development shall be compatible with the character and objectives of the zoning district or districts within which it is located, and the development shall be compatible with the character of the neighborhood which surrounds the development.

4. Street, Alley, or Driveway Designations, as outlined on the Site Plan, shall meet the following requirements:

a. Any street, alley, or driveway designation shall be in conformance with the provisions of Chapters 17 and 5 of the Code of General Ordinances.

b. Street or alley locations shall be in conformance with the objectives of the Official Map and the Comprehensive Plan, as amended.

c. Street, alley, or driveway designations shall emphasize a minimum number of access points, but still make the development accessibility convenient, safe, and efficient.

d. Street, alley or driveway designations shall relate to the natural contours of the site, and as many existing landforms as possible should be preserved.

5. Vehicular access, as indicated on the Site Plan, shall meet the following requirements:

a. The design standards of Chapter 5 of the Code of General Ordinances.

b. Intersections of a ninety (90°) degree angle are to be encouraged while other angles are to be discouraged.

c. Vehicular access to any nonresidential structure, use, parking or loading facility shall not be gained across land zoned for a residential use, except if the Review Authority authorizes such access.

d. Adequate access for emergency vehicles shall be maintained.

6. Any off-street parking area, as indicated on the Site Plan, shall meet the following requirements:

a. The design standards of Chapter 5, §5.08 of the Code of General Ordinances.

b. The screening and parking requirements of **§6.01** "Parking Requirements" of this Ordinance.

7. Pedestrian Access, as indicated on the Site Plan, shall meet the following requirements:

a. The design standards of Chapter 5, §5.05 of the Code of General Ordinances.

b. Separation of pedestrian and vehicular access shall be encouraged; however, adequate pathways or sidewalks shall be required to connect dwelling units to parking areas and other accessory uses.

D. Drainage Standards. Review Document: "Drainage Plan"

1. A topographic analysis by the Review Authority shall consider: contours, elevations, and slopes; spot elevations of existing buildings and structures; spot elevations of rock outcroppings, high points, water courses, depressions, ponds, and marsh areas, with any previous flood elevations; floodplain boundaries, if applicable; and test pits or borings if required to determine subsoil conditions.

2. The Review Authority shall analyze the Drainage Plan to assure that the following conditions are met:

a. To the extent possible, surface water runoff on the site shall be absorbed or retained on the site so that the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped.

(b) 60° parking - fifteen (15') feet.

(c) 90° parking - twenty-five (25') feet.

(7) Drive-thru lane shall not obstruct or interfere with any other on site driveways or traffic circulation elements.

g. Service window shall be located so as to be visible from a public street. Service window and drive-thru lane shall not be located within fifty (50') feet of a residentially zoned or used property. Drive-thru lane service window and order stations, where there is an order station, shall be effectively screened from adjacent residential properties and uses through fencing, landscaping or a combination thereof.

h. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

i. Alcohol beverages may not be delivered through a service window from a drive-thru facility.

16. Self-Service Storage Facilities in the B-2, M-1 and M-2 Districts.

a. Building Plan as required in **Section 4.05 B.** and **Section 14** of the Zoning Ordinance, plus:

(1) Material sample(s) and colors.

(2) Floor plan indicating location and size of office and storage units.

(3) All buildings shall be constructed of decorative masonry, brick, cut stone, or stained, painted, aggregate or decorative precast concrete panel. Concrete block, where used, shall be cast with a decorative pattern.

b. Site Plan as required in **Section 4.05 C.** and **Section 14** of the Zoning Ordinance, plus:

(1) Location and "footprint" of all structures.

(2) Location of all off-street parking spaces. All parking spaces and drives between storage buildings shall be paved with asphaltic concrete or Portland Cement concrete.

(3) Location of any outdoor storage areas, which shall be shown as paved with asphaltic concrete or Portland Cement concrete.

(4) A minimum of thirty (30') feet wide lanes shall be provided between buildings.

c. Drainage Plan as required in **Section 4.05 D.** and **Section 14** of the Zoning Ordinance.

d. Landscape Plan as required in **Section 4.05 E.** and **Section 14** of the Zoning Ordinance.

(1) In all cases, Option 1 of Table 3 "Interior Parkway Landscaping for Commercial Uses" of Section 14 of the Zoning Ordinance shall be used as the landscaping requirements for interior parkways.

(2) Fencing shall be constructed of a site-obscuring wood or masonry fence.

(3) Foundation plantings and site interior landscaping requirements shall be waived when the site is screened by a six (6') foot site-obscuring fence or masonry wall, including storage building walls.

(4) Outdoor storage areas shall be screened by a six (6') foot site-obscuring fence or masonry wall.

e. Utility Plan as required in **Section 4.05 F.** and **Section 14** of the Zoning Ordinance.

f. Operational Plan which includes:

(1) Name and address of facility operator.

(2) Number of employees.

(3) Hours, days and months of operation.

(4) Permitted items to be stored in outside storage area(s).

(5) Security system.

g. Yard Requirements.

(1) Front Yard. There shall be a minimum front yard of fifty (50') feet, measured from the front lot line, or from the setback of any major street.

(2) Side Yards.

(a) Interior Side Yard. There shall be a minimum interior side yard of ten (10') feet. Interior lots shall have two (2) interior side yards. Corner lots shall have one interior side yard and one street side yard.

(b) Street Side Yard. There shall be a minimum street side yard of twenty-five (25') feet. Where a side lot line in the B-2 District fronts on a street and where a rear lot line abuts or is across an alley fronts a residential district.

(3) Rear Yard. A rear yard of not less than twenty-five (25') feet is required, except that where a rear lot line in the B-2 District fronts on a street and where a side lot line in the B-2 District abuts or is across an alley from a residential district, the residential district yard requirement on that street shall apply as the rear yard requirement.

h. Vehicle stacking distance between lot line and gate or card-key system shall be a minimum of forty (40') feet.

i. Outdoor Storage Areas. Materials stored in outside storage areas shall not exceed the height if the fence and shall be maintained in an orderly manner with twenty-four (24') feet wide lanes between vehicles. Outdoor storage areas are limited to licensed and operable vehicles and boats. Construction equipment and materials shall not be permitted.

j. The storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals shall not be permitted.

k. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties of the City as a whole.

17. Automobile fuel station or automobile fuel and service station, including combination convenience store in the B-2 and B-3 Districts:

a. Building Plan as required in **Sections 4.05 B.** and **14.0** of the Zoning Ordinance, plus:

(1) Material and color sample(s).

(2) Predominant facade materials (comprising a minimum of 50% of the total facade) for the construction of all buildings shall consist of one (1) or more of the following:

(a) Decorative masonry;

(b) Brick;

(c) Cut stone;

(d) Stained, painted aggregate or decorative precast, concrete panel.

(3) Roof forms shall be visible with a 3/12 or greater slope. Roof style shall consist of one (1) of the following:

(a) Hip roof;

(b) Gabled roof.

(c) Flat roof with a visible roof form at perimeter.

(4) Overhead canopy structure detail shall be submitted and shall be generally compatible with the elements of the principal building. Canopy supports shall be enclosed with a predominant facade material used for the principal building.

b. Site Plan as required in **Sections 4.05 C.** and **14.0** of the Zoning Ordinance.

c. Drainage Plan as required in **Sections 4.05 D.** and **14.0** of the Zoning Ordinance.

d. Landscape Plan as required in **Sections 4.05 E.** and **14.0** of the Zoning Ordinance.

e. Utility Plan as required in **Sections 4.05 F.** and **14.0** of the Zoning Ordinance.

f. Exterior lighting shall be arranged, oriented or shielded in such a manner as to not directly radiate or glare onto residential lots in a residential district, or to create a traffic hazard.

g. Outside display of store products or other materials is prohibited unless specifically authorized by the Review Authority in a designated area and in a manner consistent with and appropriate to the development.

h. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

18. Commercial Development in the HRPO District.

a. Building Plan as required in **Sections 4.05 B.** and **14.07 B.** of the Zoning Ordinance.

b. Site Plan as required in **Sections 4.05 C.** and **14.07 C.** of the Zoning Ordinance.

c. Drainage Plan as required in **Sections 4.05 D.** and **14.07 E.** of the Zoning Ordinance.

d. Landscape Plan as required in **Sections 4.05 E.** and **14.07 F.** of the Zoning Ordinance.

e. Utility Plan as required in **Sections 4.05 F.** and **14.07 D.** of the Zoning Ordinance.

f. Development standards of the Harborpark Development Code required in **Section 3.29** of the Zoning Ordinance.

g. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

19. Body-Piercing Establishments in the B-2 District.

a. Building Plan as required in **Sections 4.05 B.** and **14.07 B.** of the Zoning Ordinance.

b. Site Plan as required in **Sections 4.05 C.** and **14.07 C.** of the Zoning Ordinance.

c. Drainage Plan as required in **Section 4.05 D.** and **14.07 E.** of the Zoning Ordinance.

d. Landscape Plan as required in **Sections 4.05 E.** and **14.07 F.** of the Zoning Ordinance.

e. Utility Plan as required in **Sections 4.05 F.** and **14.07 D.** of the Zoning Ordinance.

f. Operational Plan, which includes:

(1) Compliance with State of Wisconsin Administrative Code, Department of Health and Family Services, Chapter HFS 173, entitled "Tattooing and Body Piercing", and Sections 252.24 through 252.245, Wisconsin Statutes.

(2) Installation of signage stating that no loitering is allowed on the premises.

(3) Statement of days and hours of operation.

(4) Restriction that no business activity shall take place in public view from the building exterior.

g. Location. A Body-Piercing Establishment, as defined, shall only be located in compliance with the following criteria:

(1) No Body-Piercing Establishment shall be located within one thousand (1,000') feet, (based on the measurement standards of this Section), of the following:

(a) Residentially zoned property;

(b) Residentially used property;

(c) Public, private or parochial elementary or secondary schools;

(d) Public park, recreation area or playground;

(e) Daycare center;

(f) Youth center;

(g) Public library; or,

(h) Public museum.

(2) No Body-Piercing Establishment shall be located within one thousand (1,000') feet of the Interstate 94 right-of-way.

(3) No Body-Piercing Establishment shall be located within one thousand (1,000') feet of another Body Piercing Establishment.

h. Standards of Measurement. The distances identified in this Section shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the Body-Piercing Establishment to the nearest point of the parcel of property or zoning district boundary from

C1 - C6

Recommendations from the Committee on Licensing/Permits September 21, 2009

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
9/1/09	N651	6/30/11	Cindy Lou Grube	11/30/57	702 16th Pl	Sheridan Lanes	1120 80th St

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
08-04-07	**PROHIBITED ALCOHOL CONCENTRATION**	**GUILTY**	**Y**	25

Item # **C.1.a**
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	Yes	0
Total Demerit Points		25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
8/28/09	N642	6/30/11	Charles A Hecker	6/29/73	6307 99th Ave	Chops on the Lake	

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-29-07	**OPERATING WHILE INTOXICATED**	**GUILTY**	**Y**	25

Item # **C.1.b**
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	Yes	0
Total Demerit Points		25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
8/27/09	N638	6/30/11	Haylee A Marescalco	11/7/90	201 72nd Ave		

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-16-09	**LIQUOR, POSSESSION BY UNDERAGE**	**DISPO PENDING**	**Y**	**25**

Item # **C.1.c**
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	Yes	0
Total Demerit Points		25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
9/1/09	N652	6/30/11	Craig T Mertes	2/27/87	1756 20th Ave	Sunnyside	

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-01-06	**UNDERAGE LIQUOR VIOLATION**	**GUILTY**	**Y**	25

Item # **C.1.d**
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		25
Were all offenses listed on application?*	Yes	0
Total Demerit Points		25

*Offense not listed = 25 demerit points.

X	Grant, Subject to	25	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
8/28/09	N649	6/30/11	Acacia R Burke	9/6/83	5120 21st Ave	CVS/Pharmacy	

Check Here if No Adverse Record

Driver's License Status SUSPENDED

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-23-07	**OPERATING W/O A LICENSE**	**GUILTY**	**N**	**25**
06-07-07	**OPERATING W/O A LICENSE**	**GUILTY**	**N**	**25**

Item # **C.1.e**
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		50
Were all offenses listed on application?*	No	25
Total Demerit Points		75

*Offense not listed = 25 demerit points.

X	Grant, Subject to	75	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
8/27/09	N639	6/30/11	Joshua W Post	5/20/83	3816 89th St Apt 204		

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-02-02	**3RD DEGREE SEXUAL ASSAULT - FELONY**	**GUILTY**	**Y**	100
	REGISTERED SEX OFFENDER			

Item # C.2.
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		100
Were all offenses listed on application?*	Yes	0
Total Demerit Points		100

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Taxi Driver's License Police Record Report

Applicant Information

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used	Business Address
9/3/09	N17	4/30/10	Allen Coy	7/9/45	435 56th Ave		

Check Here if No Adverse Record

Driver's License Status VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-18-06	**BATTERY/DOMESTIC VIOLENCE 940.19(1)**	**GUILTY**	**N**	100
09-16-05	**PASSING ILLEGALLY**	**GUILTY**	**N**	20
	***APPLICANT LISTED HE SERVED TIME IN NORTH DAKOTA IN 1964 FOR CAR THEFTS**			

Item # C.3.
City of Kenosha
Common Council Agenda
9/21/09

City Attorney Recommendation :

Offense Demerit Points (above)		120
Were all offenses listed on application?*	No	25
Total Demerit Points		145

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE

Check One:

	Class "A" Retail Beer
	Class "B" Beer Only
	Class "B" Beer/"Class B" Liquor Combination

Item # **C.4.**
City of Kenosha
Common Council Agenda
9/21/09

1. Applicant Name Timothy S Krueger

2. Business Name dba Friends Restaurant + Deli (Friends of Wisconsin LLC)

3. Property Information

a. Address 7127 120th Ave Kenosha WI 53140

b. Owner DSB properties

c. If applicant is not owner, does applicant have a lease agreement with the owner? ☐ yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*

d. Square Footage of Building 2575 Assessed Value of Property _____

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 190,000

4. Number of Full Time Employees 5 ? Number of Part Time Employees 5 ?

5. Gross Monthly Revenue

According to Section 10.03, applicants must come within 70% of the estimate for alcohol beverages after one full license term or the license may be subject to revocation. Also, according to Section 4.05, smoking is prohibited in restaurants. However, restaurants and/or taverns holding a Class "B" Fermented Malt Beverage or "Class B" Intoxicating Liquor license may permit smoking in the entire establishment or full service bar area if beer/liquor gross receipts account for 33-50% (smoking limited to full service bar area) or more than 50% (smoking permitted in entire establishment). Licensees are required to file an affidavit at the time of license renewal as a condition of the operator permitting smoking in a restaurant or tavern.

	Gross Monthly Revenue
Alcoholic Beverages	3800
Food	30000
Other (specify) video games, jukebox, shirts	500
Total Gross Monthly Revenue	34300

Basis for estimates
projections off menu pricing + Estimated Traffic

6. Explain how the issuance of this license will benefit the City:
we Hope to Be a destination For people, drawing people into the community not only to Dine w/us But to stop in the Area as well thus generating tax Revenue in the community. we will Be a Place For People to stop Eat, Drink + socialize (A chilers Atmosphere For Families)

7. List other factors the Common Council should consider:
I live in the community my kids go to school in the community, we work with the commun directly with cubscouts, girlscouts, and the schools my children Attend. I am trying to use as many local vendors As possible to help our local Economy Keep the dollars in the community. I hope to Become a staple of the community

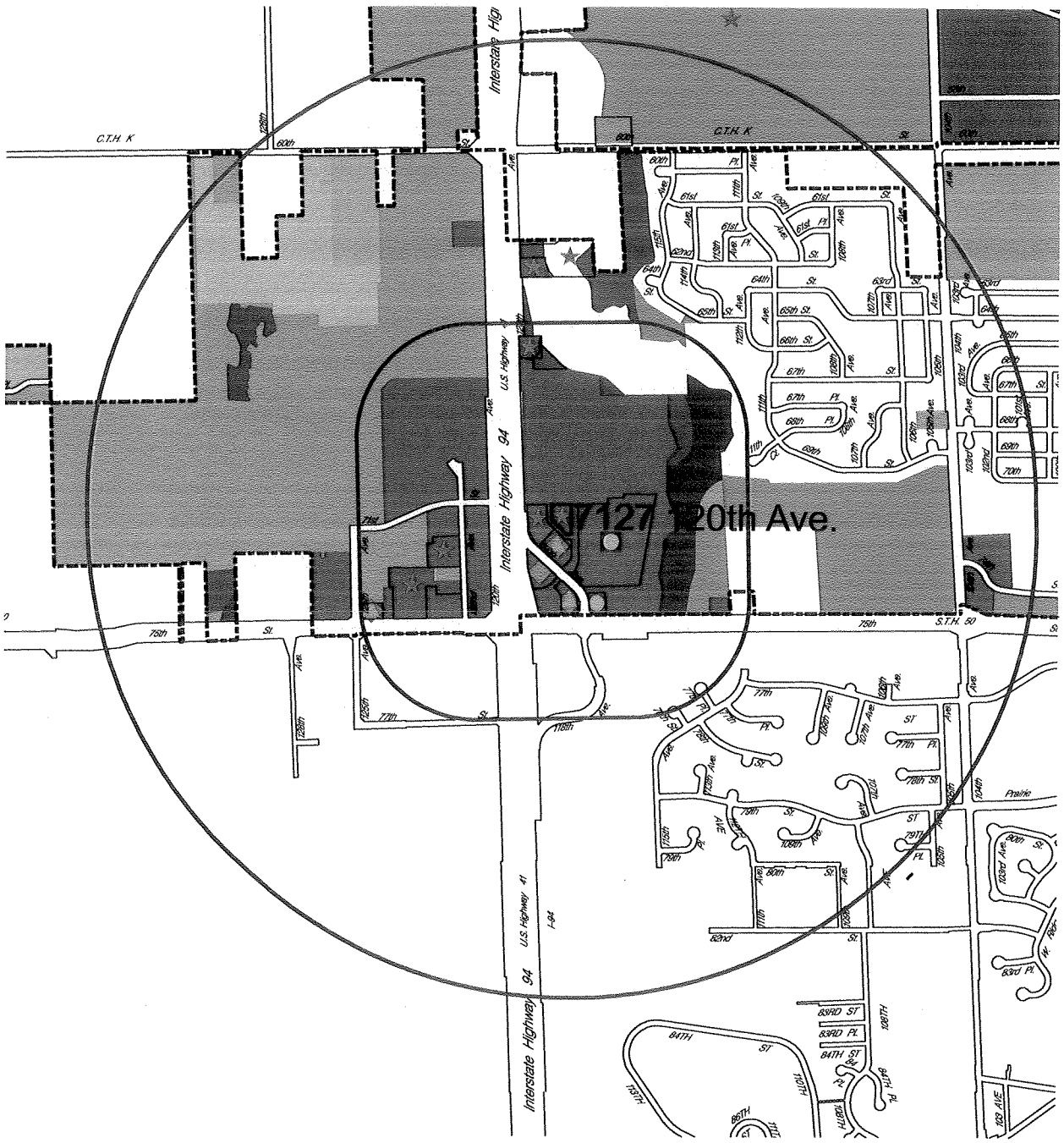
Applicant Signature Timothy S Krueger

FOR OFFICE USE ONLY

Within a 6 block radius:
Class "B" Beer only _____ Class B Combination _____ Class "A" Beer _____ "Class A" Liquor _____ "Class C" Wine _____

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application
7127 120th 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 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	7	3
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	5	3
Other Districts	0	0	0	0	0

NORTH

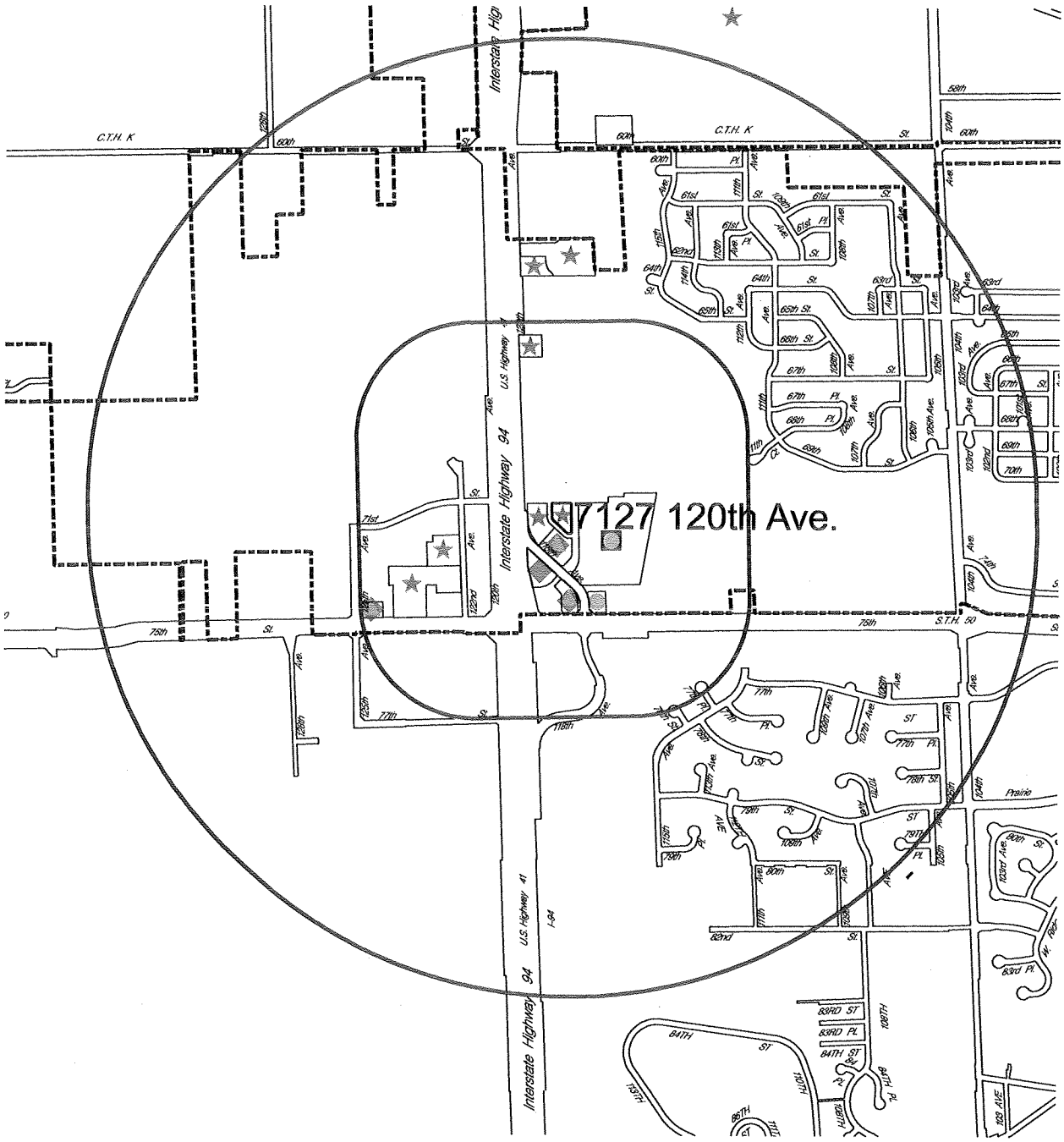
0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 8-13-2009 ~ mc

City of Kenosha

Class "B" Beer / "Class B" Liquor Combination Application
7127 120th Avenue



Class "A" | "Class A" | Class "B" | Class "B" & "Class B" | "Class C"

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	7	3
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	1	4	5	3
Other Districts	0	0	0	0	0

NORTH

0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ JN ~ 8-13-2009 ~ mc

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

Type: 122
Fee: $200.00/year
Expires: May 31st

Item # C.5.
City of Kenosha
Common Council Agenda
9/21/09

Check One: ☒ Original Application ☐ Renewal Application
Check One: ☐ Individual ☐ Partnership ☐ Corporation

Applicant Name: DJ Miller Investments Inc
(Individual/Both Partners/Corporation Name)

Agent (person to assume charge of supervision of the licensed premises; must be 18 years of age or older and of good moral character) list name, residence address, day time phone number, place and date of birth:
Donna M Miller 15899 88th Street, Bristol WI 53104 414-322-7474 8-9-62 New Jersey

Each applicant, including individual, all partners and the agent of any corporation, must fill out and attach an "Applicant's Report of Police Record". Attached? ☒ Yes ☐ No

Trade Name: Monkey Joe's

Premise Address: 4237 Green Bay Road

Business Phone Number: _____

If Individual, list residence address, day time phone number, business phone number (if applicable), place and date of birth: _____

If Partnership, list name, residence address, day time phone number, business phone number (if applicable), place and date of birth of all partners: (attach additional sheets if necessary)

_____

_____

If Corporation, list State of incorporation: Wisconsin

If Corporation, list name, title, residence address, day time phone number, business phone number (if applicable), place and date of birth of all officers and directors: (attach additional sheets if necessary)

_____

_____

Number of Amusement Devices: 9 Number of Pool Tables: _____

Define all areas and rooms to be licensed: _____

_____

Will the premises:

a) Where in a building or structure, have at least one (1) window having a pane of transparent glass no less than one (1) square foot in size at a point of public access from which the interior of the licensed premises may be viewed? The base of said window shall be no higher than 68" from the viewed? The base of said window shall be no higher than 68" from the viewing floor. YES

b) Have a minimum of two (2) easily available, marked and useful exits from the building? YES

c) During hours of operation, have unlocked entrances and exits? YES

d) Have separate, clean, adequate and immediately accessible washrooms and toilets for each sex on the licensed premises? YES If not, explain location of washrooms and toilets which will serve licensed premises?

Have you obtained from the City Clerk a current copy of §12.01 of the Code of General Ordinances entitled "Amusement and Recreation Enterprises'? ☒ Yes ☐ No

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

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 questions truly, correctly and completely, under penalty of law for failure to do so. The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

Individual/Partner/President of Corporation

Partner/Corporate Officer

Partner/Corporate Officer

Partner/Corporate Officer

Subscribed and sworn to before me this 3rd day of September, 2009.

Notary Public

My commission expires: 5/8/11

HOLLY J. DONEY NOTARY PUBLIC STATE OF WISCONSIN

Office Use Only

Date Receipted 9/3/09 DL

PP Checked

Date Granted

COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE

In The Matter Of:

THE CLASS "B" BEER/"CLASS B" LIQUOR COMBINATION LICENSE OF HERNANDEZ, HERNANDEZ, LLC JOSE E. HERNANDEZ, AGENT 504 57TH STREET KENOSHA, WISCONSIN 53140

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the Class "B" Beer/"Class B" Liquor Combination License issued to Hernandez, Hernandez, LLC, came on for hearing before the Licensing/Permit Committee on Monday, August 24, 2009.

The members of the Licensing/Permit Committee present for the hearing were Chairman Ray Misner, Jesse Downing, Anthony Nudo, Patrick Juliana and Anthony Kennedy. The Licensing/Permit Committee was represented by special counsel, Jonathan A. Mulligan.

The Deputy City Clerk/Treasurer was represented by Assistant City Attorney Matthew A. Knight.

The Licensee, Hernandez, Hernandez, LLC, appeared by its agent, Jose D. Hernandez.

NOW, THEREFORE, based upon the testimony and evidence received at the hearing, the arguments of counsel for the City of Kenosha, the arguments of the Licensee, and

the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council for the City of Kenosha, makes the following Findings of Fact, Conclusions of Law and Recommendation.

FINDINGS OF FACT

1. Jose D. Hernandez is an adult resident of the State of Wisconsin currently residing at 4025 55th Street, Kenosha, Wisconsin, and is the agent for the Class "B" Beer/"Class B" Liquor Combination License issued to Hernandez, Hernandez, LLC.

2. The Licensee, Hernandez, Hernandez, LLC, was initially granted a Class "B" Beer/"Class B" Liquor Combination License by the Common Council for the City of Kenosha on October 20, 2008, pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha subject to 75 demerit points.

3. The Licensee operates the licensed premises at 504 57th Street, Kenosha, Wisconsin, under the trade name, Nortap Tequila Bar & Lounge.

4. The Licensee was granted a renewal of the Class "B" Beer/"Class B" Liquor Combination License by the Common Council for the City of Kenosha on June 1, 2009, pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha subject to 95 demerit points.

5. The Licensee was assessed 15 demerit points based upon the conviction of the Licensee's agent, Jose D. Hernandez, for permitting an underage person to loiter on the licensed premises in violation of §125.07(3)b, Wis. Stats., and Section 10.063.D.8. of the Code

of General Ordinances for the City of Kenosha, said violation having occurred on June 6, 2009, and resulting in a conviction of the Licensee's agent, Jose D. Hernandez, in the City of Kenosha Municipal Court on June 26, 2009.

6. The Licensee has accumulated 110 demerit points within two consecutive license terms within the meaning of Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha thereby subjecting the Licensee's Class "B" Beer/"Class B" Liquor Combination License to revocation, nonrenewal or suspension pursuant to Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.1. of the Code of the Code of General Ordinances for the City of Kenosha, any Licensee who within two consecutive license terms equals or exceeds a total of 100 demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the Licensee, whether or not charged and/or convicted subjects the Licensee to having their license revoked, nonrenewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of 110 demerit points within two consecutive license terms subjects the Licensee to having its license revoked, nonrenewed or suspended pursuant to Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha.

3. Based upon the Licensee's agent's lack of prior experience in operating a tavern, the Licensee's hiring in March 2009 of an experienced manager, the Licensee's efforts to

operate the licensed premises in compliance with state law and local ordinance, the absence of incidents involving any sale of alcohol to minors, the absence of complaints concerning any fights or loud music, and the compliments received from other licensed establishments in the vicinity concerning the Licensee's operation of the licensed premises, the Licensing/Permit Committee concludes in the exercise of its discretion that a suspension or revocation of the Licensee's Class "B" Beer/"Class B" Liquor Combination License is not warranted but that in order to encourage the Licensee's understanding of the rules and regulations concerning the operation of the licensed premises an assessment of demerit points is the appropriate discipline to be imposed against the Licensee.

RECOMMENDATION

Based upon the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions by the Licensee, the discussion by the members of the Licensing/Permit Committee and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council by a vote of 5-0 that 75 demerit points be assessed against the Class "B" Beer/"Class B" Liquor Combination License of Hernandez, Hernandez, LLC, operating under the trade name, Nortap Tequila Bar & Lounge, located at 504 57th Street, Kenosha, Wisconsin.

Dated at Kenosha, Wisconsin, this 14th day of September, April, 2009.

LICENSING/PERMIT COMMITTEE

By:_____

Ray Misner, Chairperson

Jesse Downing

Anthony Kennedy

Patrick Juliana

Anthony Nudo

D1

Ordinances 1st Reading
September 21, 2009

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 10.04 C.2. OF THE CODE OF GENERAL ORDINANCES REGARDING THE NUMBER OF "CLASS A" LICENSES THAT MAY BE GRANTED IN THE CITY OF KENOSHA

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

Section One: Section 10.04 C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, do ordain as follows:

2. Only one (1) "Class A" License shall be granted for every five thousand nine hundred (5,900) inhabitants, or fraction thereof, of the City.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: THE MAYOR

TO REPEAL AND RECREATE SECTION 10.04 C.2. OF THE CODE OF GENERAL ORDINANCES REGARDING THE NUMBER OF "CLASS A" LICENSES THAT MAY BE GRANTED IN THE CITY OF KENOSHA

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

Section One: Section 10.04 C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, do ordain as follows:

2. Only one (1) "Class A" License shall be granted for every **six** **five** thousand **nine hundred (5,900)** **~~(6,000)~~** inhabitants, or fraction thereof, of the City.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

E1 - E2

Zoning Ordinances 1st Reading
September 21, 2009

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: **TO REZONE PROPERTIES LOCATED BETWEEN 6102 AND 6119 SHERIDAN ROAD AND 838 - 62ND STREET FROM IP INSTITUTIONAL PARK TO RG-2 GENERAL RESIDENTIAL [City Plan Commission]**

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

Section One: That the land shown on the attached Supplement Map No. Z13-09 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z13-09

ORDINANCE NO. _____

City Plan Commission Petition

Property to be rezoned from:

IP Institutional Park to RG-2 General Residential

NORTH

0 100'

123-6-1

DCD ~ City Plan Division ~ JBL ~ BRW ~ 7-28-2009 ~ mc

ZONING ORDINANCE NO. _____

BY: ALDERPERSON DON MOLDENHAUER

TO REPEAL AND RECREATE SECTION 3.17 A.7. OF THE ZONING ORDINANCE REGARDING FOOD COMMISSARY PERMITTED USE IN THE M-1 LIGHT MANUFACTURING DISTRICT

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

Section One: Section 3.17 A.7. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

7. Food commissary.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

REDLINE VERSION

ZONING ORDINANCE NO. _____

BY: ALDERPERSON DON MOLDENHAUER

TO REPEAL AND RECREATE SECTION 3.17 A.7. OF THE ZONING ORDINANCE REGARDING FOOD COMMISSARY PERMITTED USE IN THE M-1 LIGHT MANUFACTURING DISTRICT

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

Section One: Section 3.17 A.7. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

7. Food commissary ~~or catering establishment~~.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

F1 - F4

Ordinances 2nd Reading
September 21, 2009

ORDINANCE NO. _____

BY: ALDERPERSON JESSE L. DOWNING
ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER
ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND 10.075 E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES; TO RENUMBER SECTION 10.075 J. AND SECTION 10.075 K.; AND, TO CREATE SECTION 10.075 J. REGARDING THE WAIVER OF USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES

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

Section One: Sections 10.075 E.1. and 10.075 E.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

1. Cabaret Licenses shall not be extended thereto, and no activities specified in **Section 10.07 A.** shall be permitted therein.

2. There shall be no amplified music or sound.

Section Two: Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as Section 10.075 K.

Section Three: Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

J. Restriction Waiver. Upon written application to the City Clerk/Treasurer, the restrictions of Subsections E.1. and E.2. shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.; if the application is co-sponsored by

the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, co-sponsored by a member of the Committee on Licenses/Permits; and, if 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 Statutes Section 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 referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable processing fee of Fifty ($50.00) Dollars per application at the time the application is filed with the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

REDLINE VERSION

ORDINANCE NO. _____

BY: ALDERPERSON JESSE L. DOWNING
ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER
ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND 10.075 E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES; TO RENUMBER SECTION 10.075 J. AND SECTION 10.075 K.; AND, TO CREATE SECTION 10.075 J. REGARDING THE WAIVER OF USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES

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

Section One: Sections 10.075 E.1. and 10.075 E.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

1. Cabaret Licenses shall not be extended thereto, and no activities specified in **Section 10.07 A.** shall be permitted therein. ~~**The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty ($50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.**~~

2. There shall be no amplified music or sound. ~~**The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty ($50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term**~~.

Section Two: Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as Section 10.075 K.

Section Three: Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

J. Restriction Waiver. Upon written application to the City Clerk/Treasurer, the restrictions of Subsections E.1. and E.2. shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.; if the application is co-sponsored by the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, co-sponsored by a member of the Committee on Licenses/Permits; and, if 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 Statutes Section 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 referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable processing fee of Fifty ($50.00) Dollars per application at the time the application is filed with the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE CODE OF GENERAL ORDINANCES REGARDING RECURRING NOTICES AND ORDERS FOR RECURRING VIOLATIONS OF THE PROPERTY MAINTENANCE CODE

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

Section One: Section 16.09 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, or order issued pursuant to Charter Ordinance No. 28, no further notice and order shall be necessary following a third complaint and violation of this Code, or order issued pursuant to Charter Ordinance No. 28, or any combination thereof, within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE CODE OF GENERAL ORDINANCES REGARDING RECURRING NOTICES AND ORDERS FOR RECURRING VIOLATIONS OF THE PROPERTY MAINTENANCE CODE

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

Section One: Section 16.09 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code**, or order issued pursuant to Charter Ordinance No. 28,** no further notice and order shall be necessary following a third complaint and violation of this Code, **or order issued pursuant to Charter Ordinance No. 28, or any combination thereof,** within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection • Property Maintenance • Zoning Enforcement

September 15, 2009

Honorable Mayor Keith G. Bosman and
Members of the City of Kenosha Common Council

Dear Mayor Bosman and Members of the Common Council:

SUBJECT: Request to Repeal and Recreate Section 16.09(D)(2) of the Code of General Ordinances

When Section 16.09(D)(2) was first submitted to the Common Council for approval, the intent was to create a tool that could be used to deal with those properties that had repeated violations of City ordinances. The Council agreed that after three (3) violations in a twelve-month period, the property owner should have to start paying for the inordinate amount of City resources they, their tenants, or their properties consume.

Since that time, City staff and several alderman have realized that one of the most frequently recurring problems is trash and debris (please see the attached summary of recurring violations for the period August, 2008 to August, 2009). However, since trash and debris complaints are usually investigated by the Kenosha County Division of Health, they don't show up in the City's records.

The Kenosha County Division of Health, who responds to trash and debris complaints based on an agreement between the City and County, has agreed to provide the City with a monthly report of every property which receives an order to remove trash and/or debris. Approving the proposed revision to Section 16.09 (D)(2), will enable the City to include those trash and debris orders in the recurring violation tabulations. The result is that the City will be able to sooner identify and address those properties that are creating many of the problems/concerns in the respective districts.

We believe this revision is an important addition to the City's code enforcement tools; and, we appreciate your support.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD
SERVICES AND INSPECTIONS

James M. Schultz
Director

JMS:saz
Attachment

625 52nd Street, Room 100 • Kenosha, WI 53140 • (262) 653-4263 • Fax (262) 653-4254

RECURRING VIOLATIONS - AUGUST, 2008 THROUGH AUGUST, 2009

31 - Number of properties with more than three (3) instances of code violations

23 - Number of properties that had County trash/debris violations

10 - Owner-occupied properties with recurring violations

21 - Rental properties with recurring violations

13 - Number of properties with multiple instances of trash violations

59 - Total number of trash cases

48 - Total number of property maintenance cases

40 - Total number of grass/weed cases

ORDINANCE NO. _____

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE SECTION 1.03 A.9.c. OF THE CODE OF GENERAL ORDINANCES, REGARDING SPEAKER SIGN-UP AT COMMON COUNCIL MEETINGS

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

Section One: Section 1.03 A.9.c. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

c. Speaker Sign-Up: Speakers must personally sign in with the City Clerk/Treasurer between 6:30 P.M. and the 7:00 P.M., prior to commencement of the Common Council meeting and provide their home address, including city, village or town. Only speakers who are timely signed in will be permitted to speak. The City Clerk/Treasurer, during Citizen's Comments, will call speakers forward, two (2) at a time.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON MICHAEL J. ORTH

TO REPEAL AND RECREATE SECTION 1.03 A.9.c. OF THE CODE OF GENERAL ORDINANCES, REGARDING SPEAKER SIGN-UP AT COMMON COUNCIL MEETINGS

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

Section One: Section 1.03 A.9.c. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

c. Speaker Sign-Up: Speakers must personally sign in with the City Clerk/Treasurer between 6:30 P.M. and the 7:00 P.M., prior to commencement of the Common Council meeting and provide their home address, **including city, village or town**. Only speakers who are timely signed in will be permitted to speak. The City Clerk/Treasurer, during Citizen's Comments, will call speakers forward, two (2) at a time.

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

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERMAN STEPHEN P. CASEY

TO REPEAL AND RECREATE SECTIONS 10.03 C. AND D. OF THE CODE OF GENERAL ORDINANCES REGARDING RETAIL AND WHOLESALE ESTABLISHMENTS, AND RETAIL "CLASS A" LIQUOR LICENSES

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

Section One: Sections 10.03 C. and D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

C. Retail and Wholesale Establishments.

1. Upon receipt of an application for a new Retail Class "A", Class "B", "Class B" or "Class C" License or combination thereof or Wholesale License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), 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 or not the license should be granted.

2. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, and all other information before it and make a recommendation to the Common Council.

3. In determining whether a new Class "A", Class "B", or "Class B" License or combination thereof should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within six (6) blocks of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within six (6) blocks of the licensed premises.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future

development.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

4. A "Class C" License may be issued to a person qualified under Section 125.04(5), Wisconsin Statutes, for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts, and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" License may not be issued to a foreign corporation, a foreign liability company or a person acting as agent for or in the employ of another.

D. Retail "Class A" Liquor Licenses.

1. Upon receipt of an application for a new Retail "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), 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 or not the license should be granted.

2. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, and all other information before it and make a recommendation to the Common Council.

3. In determining whether a new "Class A" License should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood. In determining substantial negative impact, the Common Council shall consider whether the licensed premises has parking pursuant to the parking and loading requirements contained within Section 6.0 of the Zoning Ordinance for the City of Kenosha, and whether the licensed premises is consistent with any applicable neighborhood and/or zoning plan on file with the Department of City Development.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within 5,280 feet of the licensed premises. In determining whether there is an overconcentration of licensed establishments, "overconcentration" shall mean more than ten (10) "Class A" or "Class B" establishments within 5,280 feet of the licensed premises in a residential district and more than fifteen (15) "Class A" or "Class B" establishments in a business district. Residential district shall include zoning districts RR-1, RR-2, RR-3, Rs-1, Rs-2, Rs-3, Rd, Rg-1, Rg-2, Rm-1, Rm-2 and Rm-3 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin. Business district shall include business districts B-1, B-2, B-3 and B-4 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development, whether shelf space dedicated to "Class A" liquor products exceeds 1,000 square feet, and whether a business plan has been submitted by the applicant with their application.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police

power of the City.

4. The area where "Class A" beverages are stored or displayed on "Class A" premises shall be physically closed to customers on the premises during the hours that the sale of "Class A" beverages are not permitted.

5. Each "Class A" licensed establishment shall employ a minimum of two (2) employees to be on premises during the hours in which the sale of "Class A" beverages are permitted.

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

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

BY: ALDERMAN STEPHEN P. CASEY

REDLINE VERSION

TO REPEAL AND RECREATE SECTIONS 10.03 C. AND D. OF THE CODE OF GENERAL ORDINANCES REGARDING RETAIL AND WHOLESALE ESTABLISHMENTS, AND RETAIL "CLASS A" LIQUOR LICENSES

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

Section One: Sections 10.03 C. and D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are repealed and recreated as follows:

C. Retail and Wholesale Establishments.

1. Upon receipt of an application for a new Retail Class "A", Class "B", "Class B" or "Class C" License or combination thereof or Wholesale License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), 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 or not the license should be granted.

~~**2. Along with any application for a Class "A", Class "B" or "Class B" License or combination thereof, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part-time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.**~~

~~**2.**~~ **3.** The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, ~~**the Economic Impact Statement, if one is required,**~~ and all other information before it and make a recommendation to the Common Council.

~~**3.**~~ **4.** In determining whether a new Class "A", Class "B", or "Class B" License or combination thereof should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding

properties or the neighborhood within six ( ) blocks of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within six ( ) blocks of the licensed premises.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

~~**5. Where a license is granted or transferred following review of an Economic Impact Statement, the economic impact of the licensed premises shall be reviewed by the Committee on Licenses/ ermits at the license application renewal review following the first full license year.**~~

4. – A Class C License may be issued to a person qualified under Section 125.04(5), Wisconsin Statutes, for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50) percent of gross receipts, and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50) percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A Class C License may not be issued to a foreign corporation, a foreign liability company or a person acting as agent for or in the employ of another.

. Retail Class A Liquor Licenses.

1. Upon receipt of an application for a new Retail "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), 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 or not the license should be granted.

~~**2. Along with any application for a "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", " Class A beverages , "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.**~~

2. ~~**3.**~~ The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, ~~**the Economic Impact Statement, if one is required,**~~ and all other information before it and make a recommendation to the Common Council.

3. ~~**4.**~~ In determining whether a new "Class A" License should be granted, or transfer of such license

approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,2 0 feet of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood. In determining substantial negative impact, the Common Council shall consider whether the licensed premises has parking pursuant to the parking and loading requirements contained within Section .0 of the Zoning Ordinance for the City of enosha, and whether the licensed premises is consistent with any applicable neighborhood and/or oning plan on file with the Department of City Development.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within 5,2 0 feet of the licensed premises. In determining whether there is an overconcentration of licensed establishments, overconcentration shall mean more than ten (10) "Class A" or "Class B establishments within 5,2 0 feet of the licensed premises in a residential district and more than fifteen (15) "Class A" or "Class B" establishments in a business district. Residential district shall include oning districts RR 1, RR 2, RR , Rs 1, Rs 2, Rs , Rd, Rg 1, Rg 2, Rm 1, Rm 2 and Rm as defined by Section of the Zoning Ordinance for the City of enosha, Wisconsin. Business district shall include business districts B 1, B 2, B and B 4 as defined by Section of the Zoning Ordinance for the City of enosha, Wisconsin.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development, whether shelf space dedicated to "Class A" liquor products exceeds 1,000 square feet, ~~**if the pro ected gross revenue from "Class A" products exceeds Ten Thousand (10,000.00) ollars per month**~~, and whether a business plan has been submitted by the applicant with their application.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

4. ~~**5.**~~ The area where "Class A" beverages are stored or displayed on "Class A" premises shall be physically closed to customers on the premises during the hours that the sale of "Class A" beverages are not permitted.

5. ~~**6.**~~ ach "Class A" licensed establishment shall employ a minimum of two (2) employees to be on premises during the hours in which the sale of "Class A" beverages are permitted.

~~**7. Where a license is granted or transferred following review of an Economic Impact Statement, the economic impact of the licensed premises shall be reviewed by the Committee on Licenses/ ermits at the license application renewal review following the first full license year.**~~

Section T o: This Ordinance shall ecome effecti e upon passa e and pu lication.

TT ST: City Cler

O D: ayor Date:

assed:
u lished:

Drafted y:
TT W . K G T, ssistant City ttorney

H1 - H11

Resolutions
September 21, 2009

Item # **H.1.a**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess One (1) Parcel of Property for Removal of Graffiti
(Miscellaneous Assessment)

BE IT RESOLVED, that a special assessment for removal of graffiti in the total amount of $280.00 be levied against the parcel of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
11-223-30-361-010-0	0			$280.00
		GRAFFITI REMOVAL		

PROPERTY ADDRESS
JAMIE CLEVELAND O'DAY & RYAN P O'D
4332 019 AV

MAIL TO ADDRESS
JAMIE C & RYAN P O'DAY
2500 SPYGLASS CT
EDWARDSVILLE, IL 62025

LEGAL DESCRIPTION
LOT 24 EVAN'S SUB PT OF
SW 1/4 SEC 30 T 2 R 23
DOC#1226926
DOC#1375966

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STREET TOTAL	0.00	$280.00

GRAND TOTALS PARCELS 1 FOOTAGE 0.000 TOTAL COST $280.00

Item # **H.1.b**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Trash and Debris Removal

BE IT RESOLVED, that special assessments for trash and debris removal during 2009, in the total amount of **$550.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-466-001-0	LOT	1.000	$450.00	$550.00

PROPERTY ADDRESS
ANDREA Z CHRISTENSEN
5706 008 AV

MAIL TO ADDRESS
ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
SE 1/4 SEC 31 T 2 R 23 BLK 40
COM AT A PT 84 FT E OF SW COR
OF BLK & 16.5 FT N OF THE S LN
TH N 82.5 FT E 44 FT N 99 FT TH
E 4.1 FT N 99 FT E TO NE COR OF
BLK S 280.5 FT W 195.5 FT TO POB
DOC#1105272

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STREET TOTAL	1.00	$550.00

GRAND TOTALS PARCELS 1 FOOTAGE 1.000 TOTAL COST $550.00

Item # **H.1.c**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Grass and Weed Cutting

BE IT RESOLVED, that special assessments for weed/grass cutting during 2009, in the total amount of **$12,745.80**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-126-001-0	LOT	$100.00	$25.00	$125.00

PROPERTY ADDRESS
GWK-ALK LLP
2615 060 ST

MAIL TO ADDRESS
GWK-ALK LLP
1585 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOTS 1 & 2 EXC THE W 10 FT OF LOT 2 ALSO THAT PT OF A 12 FT VACATED ALLEY ABUTTING THE ABOVE MENTIOND DESCRIP ON THE SOUTH BLK 1 PENNEFEATHERS' WESTERN ADD PT OF NE 1/4 SEC 1 T1 R22
DOC1076296 (DEED IN ERROR)
DOC1088594 (DEED IN ERROR)

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PARCEL NUMBER 01-122-01-254-018-0	LOT	$100.00	$155.00	$255.00

PROPERTY ADDRESS
R 3K PROPERTIES LLC
6623 039 AV

MAIL TO ADDRESS
R 3K PROPERTIES LLC
6623 39TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
12498-1 PT NW 1/4 SEC 1 T1 R22 BEG 550 FT S OF S LINE OF 65TH ST ON E SIDE 39TH AVE TH S 77 FT E 110 FT N 77 FT W 110 FT TO POB ALSO W 110 FT OF N 133 FT OF LOT 302 OF HIGHLAND VIEW SUB DOC#1175356
(2001 PT 01-122-01-254-010 & -011)
DOC#1175478
DOC#1366556 SEE NOTE
DOC#1405234
DOC#1538701

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-254-019-0	LOT	$100.00	$330.00	$430.00

PROPERTY ADDRESS
FIVE STAR GAS PROPERTIES LLC
6621 039 AV

MAIL TO ADDRESS
FIVE STAR GAS PROPERTIES LLC
6621 39TH AVE STE A
KENOSHA, WI 53142

LEGAL DESCRIPTION
PT NW 1/4 SEC 1 T1 R22 LOT 302
EXC TH W 110 FT OF N 133 FT OF
HIGHLAND VIEW SUB ALSO LOT 67
CORCORANS 2ND ADD TO GRANDVIEW
SUB ALSO COM 550 FT S & 110 FT
E OF SE COR 65TH ST & 39TH AVE
TH E 15 FT TH S 75.5 FT W 15 FT
N 75.5 FT TO BEG ALSO VAC ALLEY
W OR LOT 67 RES#6077-58 V481 P427
ALSO 1/2 VAC 38TH AVE RES#165-63
VOL"N" PAGE 72
(2001 PT 01-122-01-254-011)
DOC#1175356
DOC#1175478
DOC#1420787
DOC#1435129

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PARCEL NUMBER 01-122-01-357-009-0	LOT	$100.00	$82.50	$182.50

PROPERTY ADDRESS
MILLER FAMILY INVESTMENTS LLC
7210 037 AV

MAIL TO ADDRESS
MILLER FAMILY INVESTMENTS LLC
PO BOX 580254
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 167 HIGHLAND VIEW SUB
PT SW 1/4 SEC 1 T 1 R 22
DOC#1363766
DOC#1528138
DOC#1539980

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-357-013-0	LOT	$100.00	$79.00	$179.00

PROPERTY ADDRESS
BN & DN PROPERTIES II
7112 037 AV

MAIL TO ADDRESS
BN & DN PROPERTIES II
C/O MIDWEST INVESTMENT RE LL
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 163 HIGHLAND VIEW SUB
PT OF SW 1/4 SEC 1 T1 R22
DOC#1018672
DOC#1042988
DOC#1189317
DOC#1453363
DOC#1553840
DOC#1560720

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PARCEL NUMBER 01-122-01-387-014-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
HARRY A GOODEN
7402 030 AV

MAIL TO ADDRESS
HARRY A GOODEN
7402 30TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 373 H C CROOK'S WESTERN SUB
BEING PT OF SW 1/4 SEC 1 T1 R22
V 1400 P 41
DOC#1007513
DOC#1224079
DOC#1389853

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 03-122-03-104-020-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
JUAN CARLOS J WONG & PERLA WONG
6124 059 AV

MAIL TO ADDRESS
JUAN CARLOS J & PERLA WONG
6124 59TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
NE 1/4 SEC 3 T 1 R 22 COM AT
PT 795.55 FT W & 816 FT S OF
NE COR SD 1/4 SEC TH S 100 FT
TO A PT 800.13 FT W OF E LINE
SD 1/4 SEC W 163.34 FT N 100
FT E 162.96 FT TO PT OF BEG
V 1354 P 880
DOC#1261946 DEED IN ERROR
DOC#1421286

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PARCEL NUMBER 03-122-10-226-052-0	LOT	$100.00	$410.00	$510.00

PROPERTY ADDRESS
RAP OF PEWAUKEE LLC
070 AV

MAIL TO ADDRESS
RAP OF PEWAUKEE LLC
309 N WATER ST
MILWAUKEE, WI 53202

LEGAL DESCRIPTION
LOT 2 CSM #2527 DOC#1482509 PT
NW 1/4 OF NW 1/4 SEC 10 T1 R22
(2007 PT 03-122-10-226-047)
DOC#1083238 5.96 AC
DOC#1179937

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 03-122-10-404-006-0	LOT	$100.00	$455.00	$555.00

PROPERTY ADDRESS
PATRICK J & VIVIAN R REARDON
8039 057 AV

MAIL TO ADDRESS
PATRICK J & VIVIAN R REARDON
4701 7TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 6 ROSEVILLE ESTATES SUB
PT SE 1/4 SEC 10 T1 R22 1980
V 1047 P 275
DOC#1343158
DOC#1398892
DOC#1398893

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PARCEL NUMBER 05-123-06-133-026-0	LOT	$100.00	$155.00	$255.00

PROPERTY ADDRESS
HILARIO RODRIGUEZ
6314 012 AV

MAIL TO ADDRESS
HILARIO RODRIGUEZ
805 EATON LN
LAKE VILLA, IL 60046

LEGAL DESCRIPTION
THE E 102.5 FT OF LOT 14 & THE
E 102.5 FT OF THE S 45 FT LOT
13 BLK 5 NICHOLS & HOLMES ADD
NE 1/4 SEC 6 T1 R23 1984
V1140 P855
DOC#1037007
DOC#1073450
DOC#1365396

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-230-008-0	LOT	$100.00	$36.25	$136.25

PROPERTY ADDRESS
GEORGE E & MARY D MCKENZIE
2109 062 ST

MAIL TO ADDRESS
GEORGE E & MARY D MCKENZIE
2109 62ND ST
KENOSHA, WI 53143-4466

LEGAL DESCRIPTION
LOT 8 BLK 21 OF BOND'S SUB
PT OF NW 1/4 SEC 6 T1 R 23
DOC#1505776

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PARCEL NUMBER 05-123-06-257-009-0	LOT	$100.00	$285.00	$385.00

PROPERTY ADDRESS
CHRISTOPHER J & KATHY D TAUSCHER
6605 022 AV

MAIL TO ADDRESS
CHRISTOPHER & KATHY D TAUSCHER
514 NORMANDY LN
PORT BARRINGTON, IL 60010

LEGAL DESCRIPTION
LOT 23 BLK 1 QUINTON'S SUB OF
B 23 & PT OF B 24 OF BOND'S SUB
BEING PT OF NW 1/4 SEC 6 T1 R23
V 1641 P 92
DOC#1233250
DOC#1361788

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-303-002-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
SINDEY FONDER
6707 016 AV

MAIL TO ADDRESS
SINDEY FONDER
6707 16TH AVE
KENOSHA, WI 53143-4947

LEGAL DESCRIPTION
LOT 14 AND S 1/2 OF LOT 13
ENGLESIDE SUB PT OF SW 1/4
SEC 6 T 1 R 23
DOC#1263384
DOC#1447785

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PARCEL NUMBER 05-123-06-307-008-0	LOT	$100.00	$200.00	$300.00

PROPERTY ADDRESS
JASON SCOFIELD
1516 069 ST

MAIL TO ADDRESS
JASON SCOFIELD
1516 69TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF SW 1/4 SEC 6 T1 R23 COM
AT NE COR OF 69TH ST & 16TH
AVE TH E 52.5 FT N 125 FT W
52.5 FT S 125 FT TO BEG
DOC#1187032
DOC#1260881

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-385-002-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
ENRICO BACALSO
1607 074 ST

MAIL TO ADDRESS
ENRICO BALCALSO
1607 74TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 46 ELMHURST SUB PT
OF SW 1/4 SEC 6 T1 R23
V 1364 P 560
V 1523 P 388
DOC #1170620
DOC #1243045
DOC #1262358
DOC #1286883
DOC #1453978

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PARCEL NUMBER 05-123-06-453-013-0	LOT	$100.00	$100.00	$200.00

PROPERTY ADDRESS
GARY L MADISON
7421 SHE RD

MAIL TO ADDRESS
GARY L MADISON
7421 SHERIDAN RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 13 PFENNIG'S SUNNYSIDE SUB
BEING PT OF SE 1/4 SEC 6 T1 R23
EXC SHERIDAN RD ROW DOC@1222025
(2002 LOT LINE ADJUSTMENT)
V 1390 P526
V 1657 P304
DOC#1019314
DOC#1174237
DOC#1362939

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-479-017-0	LOT	$100.00	$175.00	$275.00

PROPERTY ADDRESS
GURPAL WISCONSIN STATIONS LLC
704 075 ST

MAIL TO ADDRESS
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097

LEGAL DESCRIPTION
4132-1B SE 1/4 SEC 7 T 1 R 23
COM NW COR 7TH AVE & 75TH ST
TH N'LY 110.9 FT W 145.15 FT S
110.3 FT* TO N LN 75TH ST E TO
BEG V977 P230
DOC#1394141

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PARCEL NUMBER 06-123-07-254-008-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
BRUCE A GERLACH
7835 022 AV

MAIL TO ADDRESS
BRUCE A GERLACH
7835 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 87 KIRCHNER HIGHLANDS SUB
PT OF NW 1/4 SEC 7 T 1 R 23
DOC#1374530
DOC#1473991

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 06-123-07-279-015-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
TODD & BRENDA DAY
7824 016 AV

MAIL TO ADDRESS
TODD & BRENDA DAY
7824 16TH AVE
KENOSHA, WI 53143-5952

LEGAL DESCRIPTION
LOT 10 WALLIS PARK TRUSTEE'S
RE-SUB BEING PT OF NW 1/4 SEC
7 T 1 R 23
V 1429 P 508
DOC#1111416

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PARCEL NUMBER 07-222-13-301-088-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
CHUNG S KIM
3317 016 ST

MAIL TO ADDRESS
CHUNG S KIM
3724 TORREY PINES PKWY
NORTHBROOK, IL 60062

LEGAL DESCRIPTION
LOT 88 HUNTER'S RIDGE SUB PT
SW 1/4 SEC 13 T 2 R 22
1992
(07-222-13-375-001 & 002)
DOC #990836
DOC #990837

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-13-350-102-0	LOT	$100.00	$200.00	$300.00

PROPERTY ADDRESS
ANNASTASIA J POWDERLY
3819 017 PL

MAIL TO ADDRESS
ANNASTASIA J POWDERLY
1435 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 2 CAVANAGH COURT SUB PT OF
SW 1/4 SEC 13 T2 R22 PLAT #949
(2005 PT 07-222-13-350-100)
DOC#1384726 .39 AC
DOC#1440008

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PARCEL NUMBER 07-222-13-350-107-0	LOT	$100.00	$200.00	$300.00

PROPERTY ADDRESS
ZAID INVESTMENT GROUP INC
1731 038 CT

MAIL TO ADDRESS
ZAID INVESTMENT GROUP INC
6650 183RD ST
TINLEY PARK, IL 60477

LEGAL DESCRIPTION
LOT 7 CAVANAGH COURT SUB PT OF
SW 1/4 SEC 13 T2 R22 PLAT #949
(2005 PT 07-222-13-350-100)
DOC#1384726 .36 AC
DOC#1440423
DOC#1468977 DEED IN ERROR
DOC#1535683
DOC#1592729

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-13-427-010-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
BANK OF ELMWOOD
2721 016 PL

MAIL TO ADDRESS
BANK OF ELMWOOD
2740 LATHROP AVE
RACINE, WI 53405

LEGAL DESCRIPTION
LOT 10 THE MEADOWS AT HUNTER RIDGE
SUB PT OF SE 1/4 SEC 13 T 2 R 22
PLAT #3275 DOC #1488955
(2007 PT 07-222-13-426-008 &-477-0
DOC#1520845
DOC#1599430

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PARCEL NUMBER 07-222-13-427-041-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
BANK OF ELMWOOD
2912 016 ST

MAIL TO ADDRESS
BANK OF ELMWOOD
2704 LATHROP AVE
RACINE, WI 53405

LEGAL DESCRIPTION
LOT 41 THE MEADOWS AT HUNTER RIDGE
SUB PT OF SE 1/4 SEC 13 T 2 R 22
PLAT #3275 DOC #1488955
(2007 PT 07-222-13-426-008 &-477-0
DOC#1493371
DOC#1599429

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-25-452-011-0	LOT	$100.00	$37.50	$137.50

PROPERTY ADDRESS
FLAGSTAR BANK FSB
4223 030 AV

MAIL TO ADDRESS
FLAGSTAR BANK FSB
C/O BEST ASSETS
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
LOT 8 BLK 3 BONNIE HAME 1ST SUB
PT OF SE 1/4 SEC 25 T 2 R 22
V1362 P557
DOC #985092
DOC#1065317
DOC#1098567
DOC#1141637
DOC#1332423
DOC#1466629
DOC#1544052
DOC#1594901

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PARCEL NUMBER 07-222-25-453-002-0	LOT	$100.00	$125.00	$225.00

PROPERTY ADDRESS
DAVID E & MICHAEL YOUNG
4307 030 AV

MAIL TO ADDRESS
DAVID E & MICHAEL YOUNG
11106 82ND ST
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 23 B 4 BONNIE HAME 1ST SUB
BEING PT OF SE 1/4 SEC 25 T2 R22
ALSO PT W 1/2 VACATED ALLEY RES#
135-96 DOC#1039795 1997
DOC#1519280
DOC#1519281

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-106-015-0	LOT	$100.00	$155.00	$255.00

PROPERTY ADDRESS
JOSE RENEDO
4608 024 AV

MAIL TO ADDRESS
JOSE RENEDO
4608 24TH AVE
KENOSHA, WI 53140-5966

LEGAL DESCRIPTION
LOT 2 BLK 10 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T 2 R 22
DOC#1415446

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PARCEL NUMBER 09-222-36-128-002-0	LOT	$100.00	$12.50	$112.50

PROPERTY ADDRESS
JUSTINA J SONTAG
4509 030 AV

MAIL TO ADDRESS
JUSTINA J SONTAG
PO BOX 1525
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOT 15 BLK 9 BONNIE HAME 1ST SUB
PT OF NE 1/4 SEC 36 T 2 R 22
DOC #994628
DOC#1124415
DOC#1439499

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-134-003-0	LOT	$100.00	$775.00	$875.00

PROPERTY ADDRESS
MANN ENGINEERING LTD
050 ST

MAIL TO ADDRESS
MANN ENGINEERING LTD
2700 52ND ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF RE-SUBDIVISON OF BLK 4 IN NEWELL HOYT 2ND INDUSTRIAL SUB ALSO VAC N & S ALLEY ALSO PT VACATED 48TH ST PT NE 1/4 SEC 36 T 2 R 22 COM AT S LN 45TH ST & W LN 26TH AVE TH S ALG W LN 860.90 FT TO POB TH CONT S 682.18 FT TO N LN 50TH ST TH W ALG N LN 50TH ST TH W ALG N LN 347.94 FT TO E LN RR TH N 372.06 TH E 211.02 FT TH N 310 FT TO N LN VAC 48TH ST TH E 140 FT TO POB 3.98 AC
(2004 PT 09-222-36-134-001)

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PARCEL NUMBER 09-222-36-228-035-0	LOT	$100.00	$185.00	$285.00

PROPERTY ADDRESS
BRADLEY NETH
3717 045 ST

MAIL TO ADDRESS
BRADLEY NETH
3717 45TH ST
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 5 BLK 1 45TH STREET STATION ESTATES SUB A RE-DIV OF LOTS 77 THRU 81 WILSON HEIGHTS SUB PT OF NW 1/4 OF NW 1/4 SEC 36 T 2 R 22 PLAT #2065 DOC# 1372238
(2005 PT 09-222-36-227-019 & -029)
DOC#1403408
DOC#1460806

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 10-223-19-355-003-0	LOT	$100.00	$290.00	$390.00

PROPERTY ADDRESS
DANIEL M EDDY
1913 028 ST

MAIL TO ADDRESS
DANIEL M EDDY
1913 28TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 215 KENOSHA INDUSTRIAL
ASSN S SUB BEING PT OF SW 1/4
SEC 19 T2 R23 ALSO 1/2 VAC ALLEY
RES#134-95 DOC#999117 (1996)
V1642 P346
DOC#1087789
DOC#1376824 CORRECTION
DOC#1462671

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PARCEL NUMBER 10-223-19-356-014-0	LOT	$100.00	$15.00	$115.00

PROPERTY ADDRESS
DEANNA J HOFF
1914 030 ST

MAIL TO ADDRESS
DEANNA J HOFF
1914 30TH ST
KENOSHA, WI 53140-2255

LEGAL DESCRIPTION
LOT 298 KENOSHA INDUSTRIAL
ASSN'S SUB BEING PT OF SW 1/4
SEC 19 T 2 R 23 ALSO S 1/2
VACATED ALLEY RES#216-94
DOC#979734
V 1401 P 556
DOC#1043581
DOC#1157161
DOC#1524008

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-307-021-0	LOT	$100.00	$105.00	$205.00

PROPERTY ADDRESS
ASSOCIATED BANK NA
4024 014 AV

MAIL TO ADDRESS
ASSOCIATED BANK NA
1305 MAIN STREET
STEVENS POINT, WI 54481

LEGAL DESCRIPTION
LOT 7 BLK 1 HASTING'S PARK SUB
PT OF SW 1/4 SEC 30 T 2 R 23
ALSO 1/2 VAC ALLEY RES#143-94
DOC#970090 1995
DOC#1045745
DOC#1595649

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PARCEL NUMBER 11-223-30-361-010-0	LOT	$100.00	$92.55	$192.55

PROPERTY ADDRESS
JAMIE CLEVELAND O'DAY & RYAN P O'D
4332 019 AV

MAIL TO ADDRESS
JAMIE C & RYAN P O'DAY
2500 SPYGLASS CT
EDWARDSVILLE, IL 62025

LEGAL DESCRIPTION
LOT 24 EVAN'S SUB PT OF
SW 1/4 SEC 30 T 2 R 23
DOC#1226926
DOC#1375966

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-139-007-0	LOT	$100.00	$7.50	$107.50

PROPERTY ADDRESS
RENE A ESCOBEDO & CELIA ESCOBEDO
4711 SHE RD

MAIL TO ADDRESS
RENE A ESCOBEDO
4711 SHERIDAN RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
THE S 44 FT OF LOT 4 BLK 67
PT OF NE 1/4 SEC 31 T2 R 23
DOC#1435139
DOC#1457971

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PARCEL NUMBER 12-223-31-162-003-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
KENOSHA HARBORSIDE LLC
716 051 PL

MAIL TO ADDRESS
KENOSHA HARBORSIDE LLC
7447 UNIVERSITY AVE, STE 210
MIDDLETON, WI 53562

LEGAL DESCRIPTION
THE S 1/2 OF BLK 82 NE 1/4
SEC 31 T 2 R 23 1978
V 998 P 333
DOC#1044507
DOC#1567010

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-162-005-0	LOT	$100.00	$210.00	$310.00

PROPERTY ADDRESS
KENOSHA HARBORSIDE LLC
722 051 ST

MAIL TO ADDRESS
KENOSHA HARBORSIDE LLC
7447 UNIVERSITY AVE, STE 210
MIDDLETON, WI 53562

LEGAL DESCRIPTION
W 1/2 OF N 1/2 OF BLK 82 PT OF
NE 1/4 SEC 31 T 2 R 23 1983
DOC #1381842
DOC #1567011

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PARCEL NUMBER 12-223-31-236-028-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
JAIME A & JACLYN M VAZQUEZ
4528 018 AV

MAIL TO ADDRESS
JAIME A & JACLYN M VAZQUEZ
4528 18TH AVE
KENOSHA, WI 53140-3214

LEGAL DESCRIPTION
LOT 21 BLK 2 RICE PARK ADD
PT NW 1/4 SEC 31 T 2 R 23
ALSO 1/2 VAC ALLEY AS IN
RES #233-92 V 1549 P 595
DOC#1486862

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-255-010-0	LOT	$100.00	$37.50	$137.50

PROPERTY ADDRESS
KOSTANDO GOCHIS
2114 052 ST

MAIL TO ADDRESS
KOSTANDO GOCHIS
1624 EXECUTIVE LN
GLENVIEW, IL 60026

LEGAL DESCRIPTION
LOT 10 BLK 11 2ND RICE PARK ADD
BEING PT OF NW 1/4 SEC 31 T2 R23
DOC#1048367
DOC#1130054
DOC#1142630
DOC#1433158

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PARCEL NUMBER 12-223-31-276-001-0	LOT	$100.00	$65.00	$165.00

PROPERTY ADDRESS
DANIEL M ZIZZO SR
1323 050 ST

MAIL TO ADDRESS
DANIEL M ZIZZO SR
1717 BIRCH RD APT 11
KENOSHA, WI 53140-4531

LEGAL DESCRIPTION
SEC NW 1/4 31 T 2 R 23 BEG S
LINE OF 50TH ST 229.78 FT* W
OF E LINE OF 13TH AVE TH S 450
FT * E 85 FT * NLY 450 FT * W
90 FT * TO PT OF BEG
DOC#1406067

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-280-011-0	LOT	$100.00	$125.00	$225.00

PROPERTY ADDRESS
MIGUEL A & BONNIE L SANCHEZ
5140 017 AV

MAIL TO ADDRESS
MIGUEL A & BONNIE L SANCHEZ
5140 17TH AVE
KENOSHA, WI 53140-3269

LEGAL DESCRIPTION
N 1/2 OF PT LOT 6 DAF: COM
AT THE NW COR OF 52ND ST &
17TH AVE TH N 152 FT W 55 FT
S 152 FT E 55 FT TO BEG BLK
2 DAVISON SUB OF PT OF NW 1/4
SEC 31 T2 R23 SUBJ TO EASEMENT
V 1559 P 210
V 1559 P 200
DOC#1362135

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PARCEL NUMBER 12-223-31-303-003-0	LOT	$100.00	$58.00	$158.00

PROPERTY ADDRESS
KENNETH A & BOBBY L MULLAN
1505 052 ST

MAIL TO ADDRESS
KENNETH A & BOBBY L MULLAN
63 ORCHARD LN
LINDENHURST, IL 60046

LEGAL DESCRIPTION
W 2 FT OF LOT 3 & E 30 FT OF
LOT 5 BLK 3 JENNE'S ADD PT
OF SW 1/4 SEC 31 T 2 R 23
V 1430 P 248
DOC#1369050

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-336-019-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
CARNIE SHORT
1830 055 ST

MAIL TO ADDRESS
CARNIE SHORT
1830 55TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 92 FT OF W 50 FT OF LOT 6
MAGILL'S SUB PT OF SW 1/4 SEC
31 T 2 R 23
V 1386 P 894

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PARCEL NUMBER 12-223-31-354-029-0	LOT	$100.00	$355.00	$455.00

PROPERTY ADDRESS
RONALD E SHANAVER & MARY M KERR
5616 020 AV

MAIL TO ADDRESS
RONALD E SHANAVER
MARY M KERR
SALEM, WI 53168

LEGAL DESCRIPTION
THE N 52 FT OF THE FOLLOWING
LOT 1 & THE E 1 FT OF LOT 2
BLK 2 STRONG & THELEEN'S SUB
OF FISK'S ADD PT OF THE SW 1/4
SEC 31 T 2 R 23
V 1375 P 904
V 1422 P 944
V 1428 P 764 (DEED IN ERROR)
DOC#1045767

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-359-004-0	LOT	$100.00	$110.00	$210.00

PROPERTY ADDRESS
RICHARD A & JENNIFER L BEHOF
1821 057 ST

MAIL TO ADDRESS
RICHARD A & JENNIFER L BEHOF
28618 WAGON TRAIL RD
MCHENRY, IL 60051

LEGAL DESCRIPTION
LOT 4 BLK 9 FRED PETERSDORFS SUB
OF BLK 9 & 10 OF FISKS ADD BEING
PT OF SW 1/4 SEC 31 T 2 R 23
V 1436 P 763
DOC#1130223
DOC#1130224
DOC#1149546
DOC#1439960

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PARCEL NUMBER 12-223-31-383-014-0	LOT	$100.00	$100.00	$200.00

PROPERTY ADDRESS
ERIC L DANIELS & CHRISTINA MELENDE
1706 059 ST

MAIL TO ADDRESS
ERIC L DANIELS
CHRISTINA MELENDEZ
KENOSHA, WI 53141

LEGAL DESCRIPTION
E 32 FT OF LOTS 9 & 10 BLK 1
PLEASANT PLACE SUB PT OF SW
1/4 SEC 31 T 2 R 23
V1703 P 576
DOC#1344402
DOC#1421762

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-457-019-0	LOT	$100.00	$102.50	$202.50

PROPERTY ADDRESS
JOHN C MANKOWSKI
5815 011 AV

MAIL TO ADDRESS
JOHN C MANKOWSKI
3101 55TH CT #24
KENOSHA, WI 53144

LEGAL DESCRIPTION
PT OF BLK 51 SE 1/4 SEC 31 T 2 R 23 COM ON E LN OF 11TH AVE 132 FT S OF S LN OF 58 ST TH S 61.5 FT TH E 44 FT TH N 17.5 FT TH E 44 FT TH N 44 FT TH W 88 FT TO POB 1992 COMBINATION V1447 P747 (DEED IN ERROR) (12-223-31-457-008 & 009) DOC#1073766 (CORRECTION) DOC#1075429 DOC#1362008 DOC#1473090 DOC#1478790

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PARCEL NUMBER 12-223-31-463-002-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
5821 SHE RD

MAIL TO ADDRESS
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092

LEGAL DESCRIPTION
3018 BEING PT OF B 49 SE 1/4 SEC 31 T 2 R 23 COM AT SW COR OF B TH N'LY 150 FT E'LY 133.25 FT S'LY 150 FT W'LY 133.25 FT TO BEG EXC W 301/2 FT DOC#1082332

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		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-466-001-0	LOT	$100.00	$280.00	$380.00

PROPERTY ADDRESS
ANDREA Z CHRISTENSEN
5706 008 AV

MAIL TO ADDRESS
ANDREA Z CHRISTENSEN
5607 13TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
SE 1/4 SEC 31 T 2 R 23 BLK 40
COM AT A PT 84 FT E OF SW COR
OF BLK & 16.5 FT N OF THE S LN
TH N 82.5 FT E 44 FT N 99 FT TH
E 4.1 FT N 99 FT E TO NE COR OF
BLK S 280.5 FT W 195.5 FT TO POB
DOC#1105272

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STREET TOTAL 49.00 $12,745.80

GRAND TOTALS PARCELS 49 FOOTAGE 49.000 TOTAL COST $12,745.80

Item # **H.1.d**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of **$1,750.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 09-008

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-132-006-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
RICHARD A BEHOF
2616 063 ST

MAIL TO ADDRESS
RICHARD A BEHOF
28618 WAGONTRAIL RD
LAKEMOOR, IL 60051

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 1 T 1 R 22
COM 160 FT W OF NW COR OF 26TH
AVE & 63RD ST TH W 40 FT N 124
FT E 40 FT S 124 FT TO BEG
DOC#1070440
DOC#1436535
DOC#1450616
DOC#1461845
DOC#1485747

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PARCEL NUMBER 11-223-30-307-001-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
PETER & PAMELA PRIEDE
4001 016 AV

MAIL TO ADDRESS
PETER & PAMELA PRIEDE
4001 16TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 30 BLK 1 HASTING'S PARK SUB
BEING PT OF SW 1/4 SEC 30 T2
R 23 ALSO W 1/2 VAC ALLEY RES#
143-94 DOC#970090 1995
V1458 P143
V1498 P881
DOC#1029193
DOC#1171860
DOC#1375958
DOC#1492523

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SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 09-008

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-327-017-0	LOT	$100.00	$90.00	$190.00

PROPERTY ADDRESS
NABIL #1 LLC
3800 019 AV

MAIL TO ADDRESS
NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144

LEGAL DESCRIPTION
LOT 1 & N 21 FT OF LOT 2 BLK
8 HOOD'S 2ND ADD PT SW 1/4
SEC 30 T 2 R 23
DOC#1443120
DOC#1500954
DOC#1531874

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PARCEL NUMBER 11-223-30-327-017-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
NABIL #1 LLC
3800 019 AV

MAIL TO ADDRESS
NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144

LEGAL DESCRIPTION
LOT 1 & N 21 FT OF LOT 2 BLK
8 HOOD'S 2ND ADD PT SW 1/4
SEC 30 T 2 R 23
DOC#1443120
DOC#1500954
DOC#1531874

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SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 09-008

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-303-003-0	LOT	$100.00	$60.00	$160.00

PROPERTY ADDRESS
KENNETH A & BOBBY L MULLAN
1505 052 ST

MAIL TO ADDRESS
KENNETH A & BOBBY L MULLAN
63 ORCHARD LN
LINDENHURST, IL 60046

LEGAL DESCRIPTION
W 2 FT OF LOT 3 & E 30 FT OF
LOT 5 BLK 3 JENNE'S ADD PT
OF SW 1/4 SEC 31 T 2 R 23
V 1430 P 248
DOC#1369050

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PARCEL NUMBER 12-223-31-331-005-0	LOT	$100.00	$360.00	$460.00

PROPERTY ADDRESS
JOLANTA M GORECKA
2021 053 ST

MAIL TO ADDRESS
JOLANTA M GORECKA
4N060 WOODLAND CT
WAYNE, IL 60184

LEGAL DESCRIPTION
W 50 FT OF LOT 4 BLK 5 BAIN'S
SUB PT SW 1/4 SEC 31 T 2 R 23
DOC#1409379

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SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 09-008

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-461-009-0	LOT	$100.00	$360.00	$460.00

PROPERTY ADDRESS
NABIL #1 LLC
5920 SHE RD

MAIL TO ADDRESS
NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144

LEGAL DESCRIPTION
3070 SE 1/4 SEC 31 T 2 R 23
BLK 55 COM AT NE COR SHERIDAN
RD & 60TH ST TH W 113.84 FT TH
N 162.4 FT E 132.66 FT S 50.4
FT SW'LY 132.41 FT TO POB EXC
ROAD ROW DOC#1218061
(2002 LOT LINE ADJUSTMENT)
DOC#1217056
DOC#1463683 DEED RESTRICTION
DOC #1516138

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STREET TOTAL 7.00 $1,750.00

GRAND TOTALS PARCELS 7 FOOTAGE 7.000 TOTAL COST $1,750.00

Item # **H.1.e**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2009, in the total amount of **$1,298.48**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-178-017-0	LOT	$100.00	$72.12	$172.12

PROPERTY ADDRESS
DEUTSCHE BANK NATIONAL TRUST CO TR
6334 024 AV

MAIL TO ADDRESS
DEUTSCHE BANK NATIONAL TRUST C
155 NORTH LAKE AVE
PASADENA, CA 91101

LEGAL DESCRIPTION
LOT 131 & N 5 FT OF LOT 132
KENOSHA REALTY CO'S 1ST ADD
PT OF NE 1/4 SEC 1 T 1 R 22
DOC#1582878

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PARCEL NUMBER 04-122-12-128-008-0	LOT	$100.00	$152.12	$252.12

PROPERTY ADDRESS
KURT & JEANINE I GUTANTES
7531 029 AV

MAIL TO ADDRESS
KURT & JEANINE I GUTANTES
7531 29TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 1068 GREATER KENOSHA LAND
CO 3RD SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
V 1491 P259
DOC#1057971
DOC#1060344
DOC#1286880

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		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-281-031-0	LOT	$100.00	$92.12	$192.12

PROPERTY ADDRESS
JACOBO & MARIBELL AGUILAR
6620 014 AV

MAIL TO ADDRESS
JACOBO & MARIBELL AGUILAR
6620 14TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
BEING PT OF NW 1/4 SEC 6 T 1
R23 COM AT SE COR OF PFENNIG &
GETSCHMAN'S SUB TH S 33 FT W
100 FT N 33 FT E 100 FT TO BEG
DOC#1021169
DOC#1076267
DOC#1136327
CO 99-CV-509
DOC#1185307
DOC#1432668

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PARCEL NUMBER 05-123-06-281-031-0	LOT	$100.00	$100.00	$200.00

PROPERTY ADDRESS
JACOBO & MARIBELL AGUILAR
6620 014 AV

MAIL TO ADDRESS
JACOBO & MARIBELL AGUILAR
6620 14TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
BEING PT OF NW 1/4 SEC 6 T 1
R23 COM AT SE COR OF PFENNIG &
GETSCHMAN'S SUB TH S 33 FT W
100 FT N 33 FT E 100 FT TO BEG
DOC#1021169
DOC#1076267
DOC#1136327
CO 99-CV-509
DOC#1185307
DOC#1432668

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		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-153-005-0	LOT	$100.00	$122.12	$222.12

PROPERTY ADDRESS
HARBORAGE INC
4924 SHE RD

MAIL TO ADDRESS
HARBORAGE INC
9027 N LUNA
MORTON GROVE, IL 60053

LEGAL DESCRIPTION
NE 1/4 SEC 31 T 2 R 23 PT OF
BLK 77 BEG NW COR OF SHERIDAN
RD & 50TH ST TH N 165 FT W 132
FT S 35 FT W 60.7 FT TO E LINE
C&NW ROW SE'LY ALONG E ROW
LINE 135.17 FT & TO N LINE OF
50TH ST E 160 FT TO PT OF BEG
EXC SHERIDAN RD ROW DOC#1218067
(2002 LOT LINE ADJUSTMENT)
V 1676 P 1
DOC #992056

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PARCEL NUMBER 12-223-31-207-007-0	LOT	$100.00	$160.00	$260.00

PROPERTY ADDRESS
NATIONSTAR MORTGAGE LLC
4827 014 AV

MAIL TO ADDRESS
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE, TX 75019

LEGAL DESCRIPTION
LOT 6 BLK 1 E R HEAD'S SUB
PT OF NW 1/4 SEC 31 T2 R23
DOC#1141726
DOC#1568415

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STREET TOTAL 6.00 $1,298.48

GRAND TOTALS PARCELS 6 FOOTAGE 6.000 TOTAL COST $1,298.48

Item # **H.1.f**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Erosion Control Reinspection Fees

BE IT RESOLVED, that special assessments for erosion control reinspection fees during 2009, in the total amount of **$630.00** (A/C# 501-00-44806), be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
08-222-32-375-302-0	0	$100.00	$90.00	$190.00

EROSION CONTROL REINSPECTION FEE
PERMIT #136550

PROPERTY ADDRESS
KENOSHA BUSINESS PARK LAND HOLDING
10100 058 PL

MAIL TO ADDRESS
KENOSHA BUSINESS PARK LAND HOL
1588-B LAKESIDE DR
WAUKEGAN, IL 60085

LEGAL DESCRIPTION
PARCEL 2 CSM #2425 DOC#1394419
A RE-DIV OF PARCEL 2 CSM #1754
V1683 P316 SW 1/4 SEC 32 T2 R22
(2005 PT 08-222-32-340-350)
DOC#1456768 35.19 AC
DOC#1517743
DOC#1551610 EASEMENT

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PARCEL NUMBER	LOT			
08-222-32-375-302-0	0	$100.00	$180.00	$280.00

EROSION CONTROL REINSPECTION FEE
PERMIT #138376

PROPERTY ADDRESS
KENOSHA BUSINESS PARK LAND HOLDING
10100 058 PL

MAIL TO ADDRESS
KENOSHA BUSINESS PARK LAND HOL
1588-B LAKESIDE DR
WAUKEGAN, IL 60085

LEGAL DESCRIPTION
PARCEL 2 CSM #2425 DOC#1394419
A RE-DIV OF PARCEL 2 CSM #1754
V1683 P316 SW 1/4 SEC 32 T2 R22
(2005 PT 08-222-32-340-350)
DOC#1456768 35.19 AC
DOC#1517743
DOC#1551610 EASEMENT

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
08-222-33-201-032-0	0	$100.00	$60.00	$160.00

EROSION CONTROL REINSPECTION FEE
PERMIT #138745

PROPERTY ADDRESS
FIRST INDUSTRIAL INVESTMENT INC
8200 050 ST

MAIL TO ADDRESS
FIRST INDUSTRIAL INVESTMENT IN
311 S WACKER DR STE 4000
CHICAGO, IL 60606

LEGAL DESCRIPTION
LOT 2 OF CSM# 2604 DOC#1539937
A RE-DIV OF PARCEL 2 CSM #1874
DOC#1016402 NW 1/4 SEC 33 T2 R22
(2008 PT 08-222-33-201-022 &-225)
DOC#1497648 10.93 AC

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STREET TOTAL 0.00 $630.00

GRAND TOTALS PARCELS 3 FOOTAGE 0.000 TOTAL COST $630.00

Item # **H.1.g**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Building/Zoning Reinspection Fees

BE IT RESOLVED, that special assessments for building and zoning reinspection fees during 2009, in the total amount of **$8,370.00** (A/C# 110-00-44806), be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-161-017-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #137413

PROPERTY ADDRESS
KHATRA & DHANOA LLC
2710 ROO RD

MAIL TO ADDRESS
KHATRA & DHANOA LLC
2710 ROOSEVELT RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
NE 1/4 SEC 1 T 1 R 22 PUGHS
SUB BLK 2 PT OF LOTS 9 & 10 BEG
SE COR OF LOT 9 TH N 100 FT W
133.86 FT S 196. 63 FT NE'LY
165.47 FT TO PT OF BEG
DOC#1157648
DOC#1322177
DOC#1400955

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PARCEL NUMBER	LOT			
01-122-01-161-017-0	0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #137589

PROPERTY ADDRESS
KHATRA & DHANOA LLC
2710 ROO RD

MAIL TO ADDRESS
KHATRA & DHANOA LLC
2710 ROOSEVELT RD
KENOSHA, WI 53140

LEGAL DESCRIPTION
NE 1/4 SEC 1 T 1 R 22 PUGHS
SUB BLK 2 PT OF LOTS 9 & 10 BEG
SE COR OF LOT 9 TH N 100 FT W
133.86 FT S 196. 63 FT NE'LY
165.47 FT TO PT OF BEG
DOC#1157648
DOC#1322177
DOC#1400955

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-181-006-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138411

PROPERTY ADDRESS
TALMAN VENTURES LLC
2400 ROO RD

MAIL TO ADDRESS
TALMAN VENTURES LLC
PO BOX 580142
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOTS 198 & 199 KENOSHA REALTY
COMPANY'S 1ST ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1149 P 450
DOC#1331930
DOC#1403393
DOC#1505124

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PARCEL NUMBER	LOT			
01-122-01-181-006-0	0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139076

PROPERTY ADDRESS
TALMAN VENTURES LLC
2400 ROO RD

MAIL TO ADDRESS
TALMAN VENTURES LLC
PO BOX 580142
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOTS 198 & 199 KENOSHA REALTY
COMPANY'S 1ST ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1149 P 450
DOC#1331930
DOC#1403393
DOC#1505124

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-181-006-0	0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139193

PROPERTY ADDRESS
TALMAN VENTURES LLC
2400 ROO RD

MAIL TO ADDRESS
TALMAN VENTURES LLC
PO BOX 580142
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOTS 198 & 199 KENOSHA REALTY
COMPANY'S 1ST ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1149 P 450
DOC#1331930
DOC#1403393
DOC#1505124

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PARCEL NUMBER	LOT			
01-122-01-181-006-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139378

PROPERTY ADDRESS
TALMAN VENTURES LLC
2400 ROO RD

MAIL TO ADDRESS
TALMAN VENTURES LLC
PO BOX 580142
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOTS 198 & 199 KENOSHA REALTY
COMPANY'S 1ST ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1149 P 450
DOC#1331930
DOC#1403393
DOC#1505124

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-208-017-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138379

PROPERTY ADDRESS
HELM REAL ESTATE LLC
6116 030 AV

MAIL TO ADDRESS
HELM REAL ESTATE LLC
PO BOX 1104
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOT 15 B 5 PFENNIG &
BULLAMORE'S ORCHARD KNOLL SUB
BEING PT OF NW 1/4 SEC 1 T 1 R 22
DOC #1006398
DOC#1154355
DOC#1544933

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PARCEL NUMBER	LOT			
03-122-03-476-004-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139081

PROPERTY ADDRESS
NUBBY BUCK LLC
5600 075 ST

MAIL TO ADDRESS
NUBBY BUCK LLC
27312 LONG LAKE RD
WIND LAKE, WI 53185

LEGAL DESCRIPTION
SE 1/4 SEC 3 T 1 R 22 BEG 72
FT W OF SE COR SD 1/4 SEC TH W
174.94 FT N 226.12 FT W 155.06
FT N 50FT E 330 FT S 276.12 FT
TO BEG EXC S 76.12 FT FOR HY &
W 35 FT OF N 50 FT FOR STREET
V 1593 P 497
DOC #1241512
DOC #1241513
DOC #1241514
DOC #1467758

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
04-122-12-401-001-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #137391

PROPERTY ADDRESS
U S PETROLEUM INC
8004 022 AV

MAIL TO ADDRESS
U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
THE N 175 FT OF E 100 FT BLK 1
SUNNYSIDE PARK 1 SE 1/4 SEC 12
T 1 R 22 INCL EASEMENT
DOC #978054
DOC#1272786

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PARCEL NUMBER	LOT			
04-122-12-401-001-0	0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #137548

PROPERTY ADDRESS
U S PETROLEUM INC
8004 022 AV

MAIL TO ADDRESS
U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
THE N 175 FT OF E 100 FT BLK 1
SUNNYSIDE PARK 1 SE 1/4 SEC 12
T 1 R 22 INCL EASEMENT
DOC #978054
DOC#1272786

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
04-122-12-401-001-0	0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #139286

PROPERTY ADDRESS
U S PETROLEUM INC
8004 022 AV

MAIL TO ADDRESS
U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
THE N 175 FT OF E 100 FT BLK 1
SUNNYSIDE PARK 1 SE 1/4 SEC 12
T 1 R 22 INCL EASEMENT
DOC #978054
DOC#1272786

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PARCEL NUMBER	LOT			
05-123-06-181-009-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #138188

PROPERTY ADDRESS
ROBERT M & LISA K DIXON
6521 007 AV

MAIL TO ADDRESS
ROBERT M & LISA K DIXON
6521 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R23 COM
ON CENTER LINE OF 7TH AVE 74
RDS 13 1/2 FT S OF SE COR OF
LOT 16 TH E TO W LN 5TH AVE
TH S 64.875 FT TH W TO C/L
7TH AVE TH N 64.875 FT TO POB
EXC THE E 140 FT
DOC#1076333
DOC#1098858
DOC#1504755

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
05-123-06-181-009-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY

PROPERTY ADDRESS
ROBERT M & LISA K DIXON
6521 007 AV

MAIL TO ADDRESS
ROBERT M & LISA K DIXON
6521 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R23 COM
ON CENTER LINE OF 7TH AVE 74
RDS 13 1/2 FT S OF SE COR OF
LOT 16 TH E TO W LN 5TH AVE
TH S 64.875 FT TH W TO C/L
7TH AVE TH N 64.875 FT TO POB
EXC THE E 140 FT
DOC#1076333
DOC#1098858
DOC#1504755

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PARCEL NUMBER	LOT			
05-123-06-181-009-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL HOME OCCUPANC
PERMIT #139075

PROPERTY ADDRESS
ROBERT M & LISA K DIXON
6521 007 AV

MAIL TO ADDRESS
ROBERT M & LISA K DIXON
6521 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R23 COM
ON CENTER LINE OF 7TH AVE 74
RDS 13 1/2 FT S OF SE COR OF
LOT 16 TH E TO W LN 5TH AVE
TH S 64.875 FT TH W TO C/L
7TH AVE TH N 64.875 FT TO POB
EXC THE E 140 FT
DOC#1076333
DOC#1098858
DOC#1504755

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-181-009-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #139195

PROPERTY ADDRESS
ROBERT M & LISA K DIXON
6521 007 AV

MAIL TO ADDRESS
ROBERT M & LISA K DIXON
6521 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R23 COM
ON CENTER LINE OF 7TH AVE 74
RDS 13 1/2 FT S OF SE COR OF
LOT 16 TH E TO W LN 5TH AVE
TH S 64.875 FT TH W TO C/L
7TH AVE TH N 64.875 FT TO POB
EXC THE E 140 FT
DOC#1076333
DOC#1098858
DOC#1504755

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PARCEL NUMBER 06-123-07-202-023-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #137865

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
1401 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
PO BOX 1507
KENOSHA, WI 53141

LEGAL DESCRIPTION
COM AT SW COR OF 14TH AVE &
75TH ST TH W 105 FT S 120 FT E
105 FT N 120 FT TO BEG PT OF
THE NW 1/4 SEC 7 T 1 R 23
V 1528 P 73
DOC#1366555 SEE NOTE
DOC#1477947
DOC#1477949

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 06-123-07-202-023-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #138213

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
1401 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
PO BOX 1507
KENOSHA, WI 53141

LEGAL DESCRIPTION
COM AT SW COR OF 14TH AVE &
75TH ST TH W 105 FT S 120 FT E
105 FT N 120 FT TO BEG PT OF
THE NW 1/4 SEC 7 T 1 R 23
V 1528 P 73
DOC#1366555 SEE NOTE
DOC#1477947
DOC#1477949

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PARCEL NUMBER 07-222-13-403-015-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - GARAGE BUILT WITHOUT PERMIT
PERMIT #137970

PROPERTY ADDRESS
CRAIG M & HEATHER L LAWLER
2304 016 PL

MAIL TO ADDRESS
CRAIG M & HEATHER L LAWLER
2304 16TH PL
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 15 NORTH POINTE SUB PLAT #4975
PT SE 1/4 OF NE 1/4 & PT NE 1/4 OF
SE 1/4 SEC 13 T 2 R 22 DOC#1248944
(2002 PT 07-222-13-176-003,-004 &
-005 & 07-222-13-401-002) .24 AC
GAS LINE EASEMENT
DOC#1248946
DOC#1372190
DOC#1460238

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-021-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138377

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-021-0	0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138590

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-021-0	0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138743

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-021-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139074

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-021-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139194

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-13-476-021-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139283

PROPERTY ADDRESS
LAKESIDE RECON PROPERTIES LLC
2304 018 ST

MAIL TO ADDRESS
LAKESIDE RECON PROPERTIES LLC
7722 28TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT A CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2 R22
R22 EXC W 5 FT DOC #1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 1.11 AC
DOC#1219075
DOC#1390184 & 1390185 EASEMENTS
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1533046

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PARCEL NUMBER 09-222-36-107-025-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138915

PROPERTY ADDRESS
BRODY FAMILY TRUST
4800 025 AV

MAIL TO ADDRESS
BRODY FAMILY TRUST
9 HIGHLAND TERRACE
PRESCOTT, AZ 86305

LEGAL DESCRIPTION
N 31 FT OF LOT 1 B 1
NEWELL-HOYT INDUSTRIAL SUB
BEING PT OF NE 1/4 SEC 36
T 2 R 22
DOC #992232
DOC#1007435
DOC#1541923

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
09-222-36-107-025-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #138916

PROPERTY ADDRESS
BRODY FAMILY TRUST
4800 025 AV

MAIL TO ADDRESS
BRODY FAMILY TRUST
9 HIGHLAND TERRACE
PRESCOTT, AZ 86305

LEGAL DESCRIPTION
N 31 FT OF LOT 1 B 1
NEWELL-HOYT INDUSTRIAL SUB
BEING PT OF NE 1/4 SEC 36
T 2 R 22
DOC #992232
DOC#1007435
DOC#1541923

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PARCEL NUMBER	LOT			
09-222-36-301-006-0	0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #137730

PROPERTY ADDRESS
RAFAEL GUTIERREZ & AMANDA CHAVEZ
3029 052 ST

MAIL TO ADDRESS
RAFAEL GUTIERREZ
AMANDA CHAVEZ
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 154 EXC THE N 17 FT FOR STREET
HOLLYWOOD SUB SW 1/4 SEC 36 T2 R22
ALSO PT N 1/2 VAC ALLEY RES# 68-07
(2008 LOT LINE ADJ DOC#1526607)
V 1366 P 365
V 1666 P 215
DOC #1060723
DOC #1116826
DOC #1246530

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-301-006-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGNS
137866

PROPERTY ADDRESS
RAFAEL GUTIERREZ & AMANDA CHAVEZ
3029 052 ST

MAIL TO ADDRESS
RAFAEL GUTIERREZ
AMANDA CHAVEZ
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 154 EXC THE N 17 FT FOR STREET
HOLLYWOOD SUB SW 1/4 SEC 36 T2 R22
ALSO PT N 1/2 VAC ALLEY RES# 68-07
(2008 LOT LINE ADJ DOC#1526607)
V 1366 P 365
V 1666 P 215
DOC #1060723
DOC #1116826
DOC #1246530

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PARCEL NUMBER 09-222-36-301-006-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138041

PROPERTY ADDRESS
RAFAEL GUTIERREZ & AMANDA CHAVEZ
3029 052 ST

MAIL TO ADDRESS
RAFAEL GUTIERREZ
AMANDA CHAVEZ
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 154 EXC THE N 17 FT FOR STREET
HOLLYWOOD SUB SW 1/4 SEC 36 T2 R22
ALSO PT N 1/2 VAC ALLEY RES# 68-07
(2008 LOT LINE ADJ DOC#1526607)
V 1366 P 365
V 1666 P 215
DOC #1060723
DOC #1116826
DOC #1246530

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-329-013-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #139198

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
3705 052 ST

MAIL TO ADDRESS
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092

LEGAL DESCRIPTION
LOT 25 EXC THE N 17 FT IN MARY
E MORIN'S ADD TO HOMEWOOD SUB
SW 1/4 SEC 36 T 2 R 22
DOC#1082335

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-153-005-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE-OBSOLETE ILLEGAL SIGNS
PERMIT #139284

PROPERTY ADDRESS
HARBORAGE INC
4924 SHE RD

MAIL TO ADDRESS
HARBORAGE INC
9027 N LUNA
MORTON GROVE, IL 60053

LEGAL DESCRIPTION
NE 1/4 SEC 31 T 2 R 23 PT OF
BLK 77 BEG NW COR OF SHERIDAN
RD & 50TH ST TH N 165 FT W 132
FT S 35 FT W 60.7 FT TO E LINE
C&NW ROW SE'LY ALONG E ROW
LINE 135.17 FT & TO N LINE OF
50TH ST E 160 FT TO PT OF BEG
EXC SHERIDAN RD ROW DOC#1218067
(2002 LOT LINE ADJUSTMENT)
V 1676 P 1
DOC #992056

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-461-009-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE-OBSOLETE ILLEGAL SIGNS
PERMIT #139285

PROPERTY ADDRESS
NABIL #1 LLC
5920 SHE RD

MAIL TO ADDRESS
NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144

LEGAL DESCRIPTION
3070 SE 1/4 SEC 31 T 2 R 23
BLK 55 COM AT NE COR SHERIDAN
RD & 60TH ST TH W 113.84 FT TH
N 162.4 FT E 132.66 FT S 50.4
FT SW'LY 132.41 FT TO POB EXC
ROAD ROW DOC#1218061
(2002 LOT LINE ADJUSTMENT)
DOC#1217056
DOC#1463683 DEED RESTRICTION
DOC #1516138

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PARCEL NUMBER 12-223-31-462-003-0	LOT 0	$100.00	$60.00	$160.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #138335

PROPERTY ADDRESS
GK SMALL ENGINE LLC
5919 SHE RD

MAIL TO ADDRESS
GK SMALL ENGINE LLC
3511 86TH ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
W 100 FT OF LOTS 3 & 4 EXCEPT
COM AT SW COR OF LOT 4 TH E 16
FT NLY 97.34 FT N 43.75 FT TO
N LINE OF LOT 3 TH W 30.5 FT S
140 FT TO BEG BLK 56 PT OF SE
1/4 SEC 31 T 2 R 23
DOC#1591029

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STREET TOTAL 0.00 $8,370.00

GRAND TOTALS PARCELS 33 FOOTAGE 0.000 TOTAL COST $8,370.00

Item # **H.1.h**
City of Kenosha
Common Council Agenda
9/21/09

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Unpaid Permit Fees

BE IT RESOLVED, that special assessments for unpaid permit fees during 2009, in the total amount of **$1,175.00** (A/C# 110-00-44810), be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-208-019-0	0	$100.00	$150.00	$250.00

UNPAID PERMIT FEE - BUSINESS OCCUPANCY
PERMIT #138054

PROPERTY ADDRESS
HELM REAL ESTATE LLC
6108 030 AV

MAIL TO ADDRESS
HELM REAL ESTATE LLC
PO BOX 1104
KENOSHA, WI 53141

LEGAL DESCRIPTION
N 15 FT OF LOT 16 & S 20FT OF
LOT 17 B 5 PFENNIG &
BULLAMORE'S ORCHARD KNOLL SUB
PT OF NW 1/4 SEC 1 T 1 R 22
DOC#1006398
DOC#1052635
DOC#1052636
DOC#1180441
DOC#1180442
DOC#1544933

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PARCEL NUMBER	LOT			
03-122-03-324-011-0	0	$100.00	$75.00	$175.00

PROPERTY ADDRESS
SOUTHPORT PLAZA LTD PARTNERS
7220 GRE RD

MAIL TO ADDRESS
SOUTHPORT PLAZA LTD PARTNERS
ATTN: ROBERT MORAVEC
NORTHFIELD, IL 60093

LEGAL DESCRIPTION
LOT 3 CSM #2223 DOC#1199999 A RE-
DIV OF LOT 1 SOUTHPORT PLAZA SUB
DOC#1070568 1998 PT SW 1/4 SEC 3 T
R22 F/K/A/ PT CSM #1735 V1662 P601
(1998 PT 03-122-03-324-002)
(2001 PT 03-122-03-324-003) 1.19

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		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 03-122-06-114-066-0	LOT 0	$100.00	$50.00	$150.00

UNPAID PERMIT FEE - FENCE
PERMIT #138195

PROPERTY ADDRESS
KEVIN W & JACKIE N METALLO
10610 064 ST

MAIL TO ADDRESS
KEVIN W & JACKIE N METALLO
10610 64TH ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 66 HORIZONS AT WHITECAPS
PHASE 2 SUB BEING PT OF S 1/2
OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1391072
DOC#1565908
DOC#1565909

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PARCEL NUMBER 08-222-30-301-002-0	LOT 0	$100.00	$300.00	$400.00

UNPAID PERMIT FEE - BILLBOARD
PERMIT #139078

PROPERTY ADDRESS
CHICAGOLAND DC 2008 LLC
11597 038 ST

MAIL TO ADDRESS
CHICAGOLAND DC 2008 LLC
C/O DONALD CUMMINGS
GRAND RAPIDS, MI 49548

LEGAL DESCRIPTION
LOT 2 CSM # 2639 AS SHOWN ON PAGE
3 OF CSM DOC#1567236 PT OF S 1/2
SEC 30 T 2 R 22 52.2 AC
(2009 PT 08-222-30-301-010)
DOC#1560462

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PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
11-223-30-476-010-0	0	$100.00	$100.00	$200.00

UNPAID PERMIT - FENCE W/2X FEE
PERMIT #138222

PROPERTY ADDRESS
PATRICK G & SUSAN A UPHILL
4223 005 AV

MAIL TO ADDRESS
PATRICK G & SUSAN A UPHILL
4223 5TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF LOT 9 BLK 34 SE 1/4 SEC
30 T 2 R 23 COM AT NE COR OF
5TH AVE & 43RD ST TH N 66 FT E
66 FT S 66 FT W 66 FT TO BEG
DOC#1114950
DOC#1183683

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STREET TOTAL 0.00 $1,175.00

GRAND TOTALS PARCELS 5 FOOTAGE 0.000 TOTAL COST $1,175.00

RESOLUTION NO. _____

BY: ALDERPERSON DANIEL L. PROZANSKI, JR.

FOR THE COMMON COUNCIL OF THE CITY OF KENOSHA, WISCONSIN, TO REGISTER ITS OBJECTION REGARDING PROPOSED RATE INCREASES TO THE PUBLIC SERVICE COMMISSION

WHEREAS, energy usage is a necessity for modern life, being required for the heating and lighting of houses, heating of water, and cooking of food; and,

WHEREAS, the costs for energy usage are a significant expense for the consumers, both individual and corporate; and,

WHEREAS, Wisconsin Energy Corporation, doing business as WE Energies, provides energy services to the citizens of the City of Kenosha; and,

WHEREAS, due to its position as a provider of a necessary service that charges costs that can significantly impact local economies, the State government allows limited, regional energy monopolies, subject to rate regulation by the Public Service Commission (PSC); and,

WHEREAS, WE Energies has requested of the PSC a rate increase of 7.4% to cover decreased revenue due to decreased consumer usage of WE Energy services; and,

WHEREAS, decreased usage of WE Energy services is directly related to the depressed state of the national economy, as indicated in part by the State of Wisconsin's Unemployment rate being at its highest level in the last 25 years; Dow Jones Industrial Average (Dow Jones) falling 33.8%, making 2008 one of the four worst years on record for the Dow Jones (along with 1907, 1930, and 1931); and all municipalities across the State of Wisconsin receiving less in State aid and having to make tough decisions; and,

WHEREAS, responsible consumers who have either lost their jobs or while maintaining jobs have realized no cost of living increases to cover any increases in the cost of energy, have tried to contain their costs by reducing energy usage; and,

WHEREAS, WE Energies posted a 7% profit in 2008 of $359.1 Million, while during the pendancy of the depressed state of the national economy, the Dow Jones fell 33.8%; and,

WHEREAS, in a July 6, 2009 article in an Internet version of the *Milwaukee Journal Newspaper*, an Analyst surveyed by Bloomberg predicted Wisconsin Energy Corp. will post a 1% growth in profit; and,

WHEREAS, even if WE Energies was not posting substantial profits as reported and as predicted, rather than balance WE Energies' budget by increasing revenues through a rate increase, WE Energies has the ability to address expenses – the Citizens' Utility Board has suggested "mothballing" a new, coal-fired Oak Creek facility designed for increased usage that appears unnecessary due to the reported decreased usage; and,

WHEREAS, the Public Service Commission will be taking public comments as it considers the rate increase proposal.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha, Wisconsin, objects to any increase in energy rates for 2010 as long as the state of the national economy is such that responsible citizens are managing their energy costs by decreasing their usage, and should not be penalized therefore by an increase in their rates.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer send a copy of this Resolution to the Public Service Commission.

Adopted this _____ day of _____, 2009.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON STEPHEN P. CASEY

TO REQUEST THE BOARD OF WATER COMMISSIONERS FOR THE CITY OF KENOSHA, WISCONSIN, TO IMPOSE A THREE (3) YEAR MORATORIUM ON EXPENDITURES FOR COMMISSIONER JUNKETS

WHEREAS, the Kenosha Water Utility ("KWU") is a municipally-owned, fiscally independent public utility, organized and maintained since 1895 pursuant to Wisconsin Statutes; and,

WHEREAS, the KWU provides water and wastewater service to more than one hundred thousand (100,000) people in the City of Kenosha, Village of Pleasant Prairie, and the Towns of Bristol and Somers; and,

WHEREAS, to accomplish the provision of its services, the KWU employs eighty-one (81) people on a full time basis; and,

WHEREAS, the KWU employees include educated and experienced individuals in specialized areas, such as engineering and accounting; and,

WHEREAS, the KWU is managed by a General Manager chosen by the Board of Water Commissioners; and,

WHEREAS, the General Manager is generally chosen to have impeccable management skills and be fully versed in applicable regulations of the Federal and State governments; and,

WHEREAS, a large portion of the regulation of KWU is found in the State Statutes (*e.g.*, Chapter 196), and the Wisconsin Administrative Code (*e.g.*, PSC 185); and,

WHEREAS, rather than operate the KWU by a commission of unelected officials, the City of Kenosha has its KWU operated by its Board of Public Works, which in turn is its Public Works Committee of the Common Council; and,

WHEREAS, the Commissioners of the KWU are elected officials who are not chosen for the Commission based upon special expertise; and,

WHEREAS, such Commissioners of the KWU exercise their duties on a part-time basis, ancillary to their part-time employment as alderpersons; and,

WHEREAS, the KWU operation is fee based, the majority of which fees come from taxpayers of the City of Kenosha; and,

WHEREAS, the citizens of the City of Kenosha are subject to the same economic downturn experienced by the rest of the country, which downturn has been the genesis for the American Recovery and Reinvestment Act at the Federal level and the Housing and Economic Loan Program (H.E.L.P.) at the local level; and,

WHEREAS, the KWU maintains a line item in its budget each year for transportation, lodging, meals, and conference fees to allow Alderpersons/Commissioners to attend seminars at tourist/resort areas outside of the State of Wisconsin; and,

WHEREAS, these seminars do not typically cover State of Wisconsin regulations; and,

WHEREAS, elimination of the expenditure for transportation, lodging, meals, and conference fees would reduce the expenditures of the KWU; and,

WHEREAS, reduction of expenditures of KWU would be of benefit for the citizens of the City of Kenosha, Wisconsin, who are required to pay fees to the KWU.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Kenosha, Wisconsin, does hereby request that the Board of Water Commissioners for the City of Kenosha impose a moratorium of expenditures for transportation, lodging, meals and conference fees for any Commissioners for a period of three (3) years as a show of understanding to the citizens of the City of Kenosha of the difficult economic times.

BE IT FURTHER RESOLVED that that the City Clerk/Treasurer is hereby

directed to send a copy of this Resolution to the Board of Water Commissioners for the City of Kenosha, Wisconsin.

Adopted this _____ day of _____. 2009.

ATTEST:_____City Clerk
_____

APPROVED:_____Mayor Date:_____
_____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON DONALD K. HOLLAND
ALDERPERSON DON MOLDENHAUER

TO URGE TIME WARNER CABLE TO RECONSIDER ITS DECISION AND REINSTATE WTTW, CHANNEL 11, CHICAGO PUBLIC TELEVISION, TO ITS SOUTHEASTERN WISCONSIN LINEUP

WHEREAS, Kenosha County occupies a unique position due to its geographical proximity to two major cities, Milwaukee, Wisconsin, and Chicago, Illlinois; and,

WHEREAS, as a part of this unique position, Kenosha County enjoys a healthy, spirited, and good natured debate on with which of these two great cities it is more naturally identified; and,

WHEREAS, Time Warner Cable, recognizing the special relationship that Kenosha County has with its neighbors to the north and south, has populated its airwaves with channels from both markets; and,

WHEREAS, one of those channels is WTTW, Channel 11, Chicago Public Television, which is home not only to national PBS programming, but also to locally produced programs such as "Chicago Tonight", "Check Please", "Wild Chicago" and "Chicago Stories"; and,

WHEREAS, Time Warner Cable has recently, and without warning or public input, ceased the broadcasting of WTTW, Channel 11, Chicago Public Television, to its Southeastern Wisconsin customers, including those in Kenosha County; and,

WHEREAS, this action is depriving Kenosha County residents of programming with which they have grown accustomed to and fond of; and,

WHEREAS, the residents of Kenosha County have expressed and continue to express their displeasure with this action by means including letters published in the "Voice of

the People" in the *Kenosha News*.

WHEREAS, it is the opinion of the Common Council of the City of Kenosha, Wisconsin, that Time Warner Cable has acted arbitrarily and in haste by dropping WTTW, Channel 11, Chicago Public Television from its Southeastern Wisconsin lineup.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it urges Time Warner Cable to reconsider its decision and reinstate WTTW, Channel 11, Chicago Public Television, to its Southeastern Wisconsin lineup for the enjoyment and education of Kenosha County residents.

Adopted this _____ day of _____, 2009.

ATTEST:_____City Clerk

_____

APPROVED:_____Mayor Date:_____

_____

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 4
Resolution to approve a one-lot Certified Survey Map at the northeast corner of 52nd Street and 14th Avenue, District #7. (City of Kenosha)			

Item # H.5.
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

Site: Northeast corner of 52nd Street and 14th Avenue
Zoned: RG-2 / B-2 / M-2

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Juliana, has been notified. This item will also be reviewed by the Public Works Committee before final review by the Common Council.

ANALYSIS:

- The City of Kenosha has prepared a one-lot Certified Survey to combine several properties at the northeast corner of 52nd Street and 14th Avenue, as well as dedicate additional 52nd street right-of-way.
- The proposed Lot 1 of the Certified Survey Map would be used for the proposed new facility for the Boys and Girls Club.
- The plans were sent to City departments for their review. Their comments are included in the attached Resolution.

RECOMMENDATION:

A recommendation is made to approve the one-lot Certified Survey Map, subject to the attached Resolution.

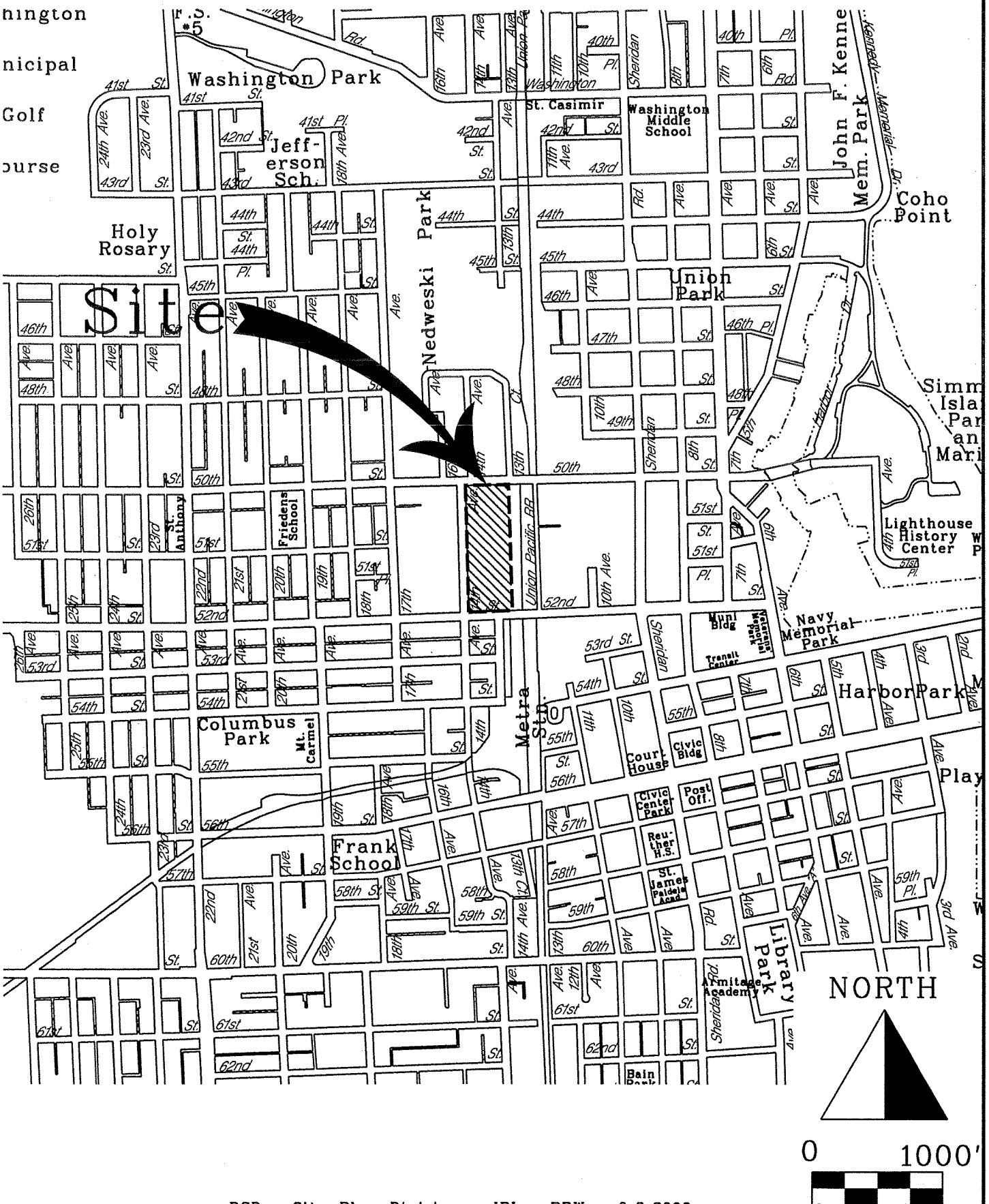
B. Rwo

Brian R. Wilke, Development Coordinator
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/Fact-CSM-boys&girls.odt

Jeffrey B. Labahn, Director of City Development

City of Kenosha

Vicinity Map
City of Kenosha CSM



DCD ~ City Plan Division ~ JBL ~ BRW ~ 9-3-2009 ~ mc

RESOLUTION NO: _____- 09

BY: THE MAYOR

TO APPROVE A ONE-LOT CERTIFIED SURVEY MAP
Property located at the northeast corner of 52nd Street and 14th Avenue
(City of Kenosha)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to eighteen parcels located at the northeast corner of 52nd Street and 14th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.

2. Payment of all applicable fees, including recording fees.

3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.

4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.

5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.

6. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this _____day of _____, 2009

ATTEST: _____
Debra L. Salas, Deputy City Clerk

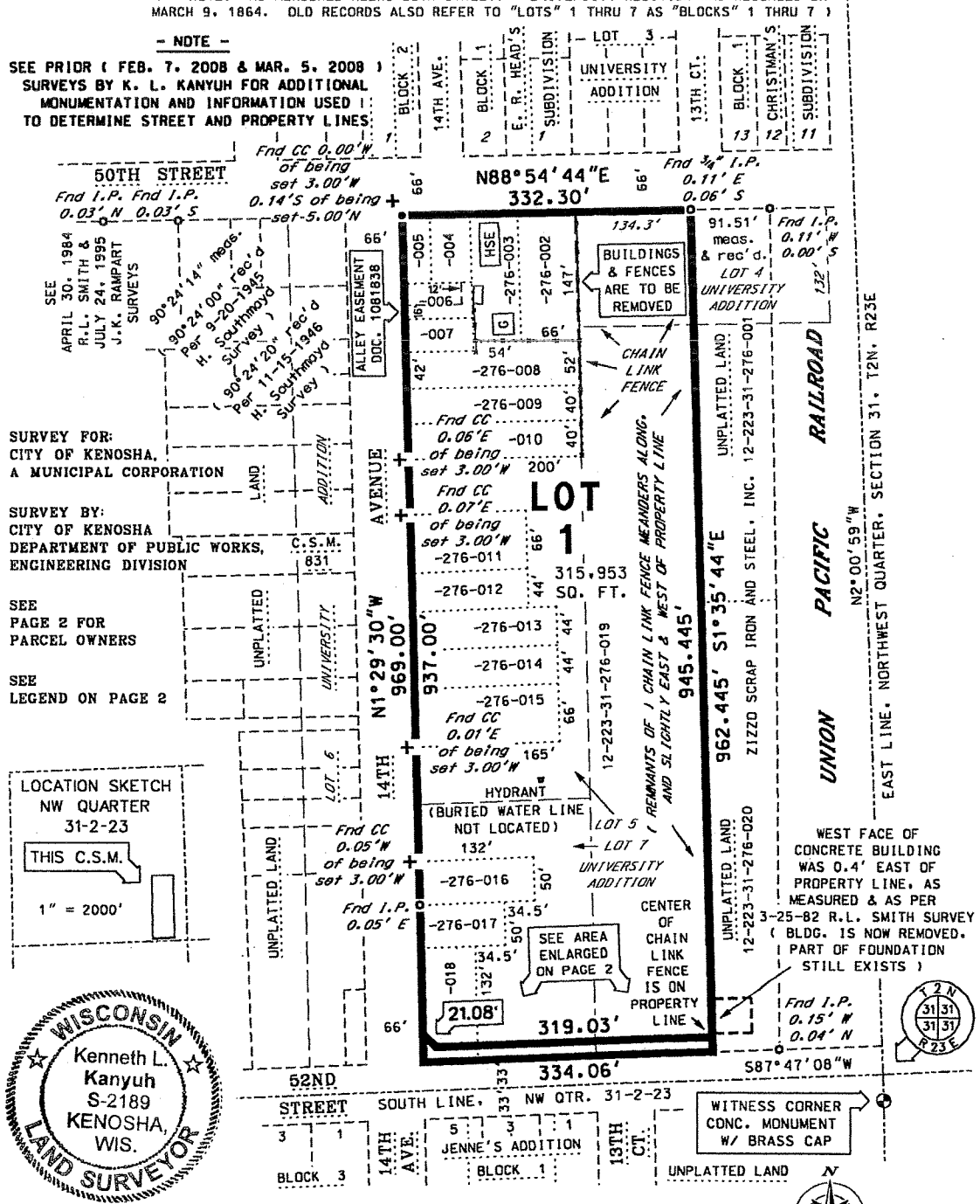
APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/resol-csm-boys&girls.odt

CERTIFIED SURVEY MAP No. _____

Part of the Southeast Quarter of
THE NORTHWEST QUARTER OF SECTION 31, TOWN 2 NORTH, RANGE 23 EAST of the FOURTH PRINCIPAL MERIDIAN
in the
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
and including the
WEST 134.3 FEET* OF LOT 4, AND ALL OF LOTS 5 AND 7 IN UNIVERSITY ADDITION, A RECORDED SUBDIVISION

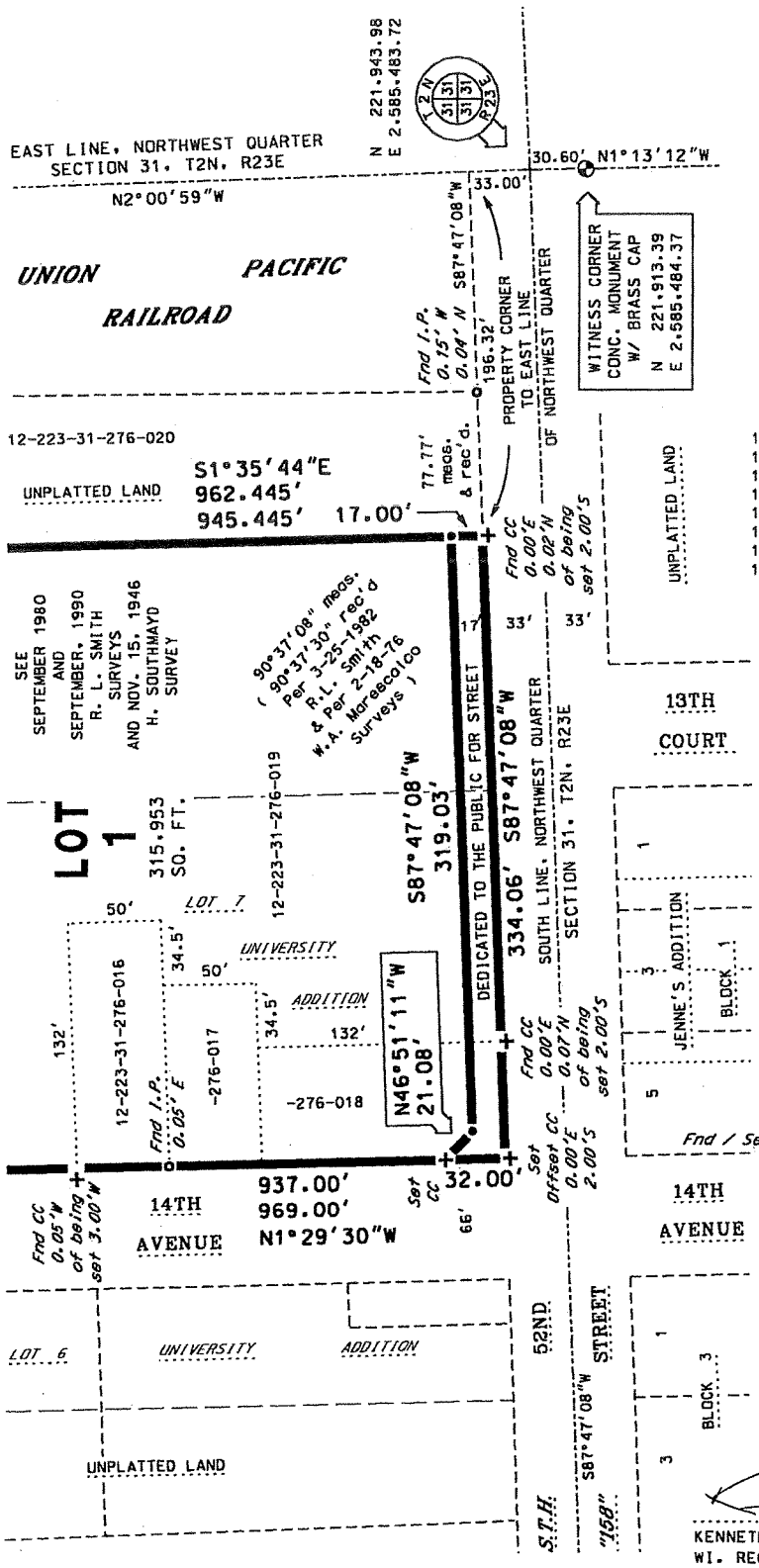
(* NOTE: AS MEASURED ALONG 50TH STREET. UNIVERSITY ADDITION WAS RECORDED ON MARCH 9, 1864. OLD RECORDS ALSO REFER TO "LOTS" 1 THRU 7 AS "BLOCKS" 1 THRU 7)

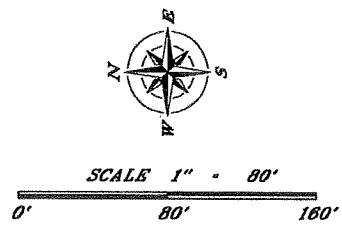


KENNETH L. KANYUH JULY 24, 2009
WI. REGISTERED LAND SURVEYOR No. S-2189
CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION PHONE 262-653-4050

NORTH ARROW AND BEARINGS ON THIS PLAT REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE

CERTIFIED SURVEY MAP No. _____





PROPERTY OWNERS:

CITY OF KENOSHA
12-223-31-276-019

REDEVELOPMENT AUTHORITY
OF THE CITY OF KENOSHA

12-223-31-276-002	12-223-31-276-011
12-223-31-276-004	12-223-31-276-012
12-223-31-276-005	12-223-31-276-013
12-223-31-276-006	12-223-31-276-014
12-223-31-276-007	12-223-31-276-015
12-223-31-276-008	12-223-31-276-016
12-223-31-276-009	12-223-31-276-017
12-223-31-276-010	12-223-31-276-018

NOTE: THE CITY OF KENOSHA IS IN THE PROCESS OF PURCHASING KENOSHA COUNTY TAX PARCEL 12-223-31-276-003. THIS CERTIFIED SURVEY MAP WILL NOT BE RECORDED UNTIL THIS PURCHASE IS COMPLETED.

NOTE: NO DEVELOPMENT SHALL TAKE PLACE ON LOT 1 UNTIL A STORMWATER DRAINAGE PLAN IS SUBMITTED TO, AND APPROVED BY, THE CITY OF KENOSHA DEPARTMENTS OF CITY DEVELOPMENT AND PUBLIC WORKS.

LEGEND

- DENOTES U.S. PUBLIC LAND SURVEY MONUMENT
- DENOTES SET 1¼" O.D. x 18" IRON PIPE, WEIGHT 1.13 LBS/LIN. FT.
- DENOTES FOUND IRON PIPE
- Fnd / Set + DENOTES FOUND OR SET CROSSCUT

WISCONSIN Kenneth L. Kanyuh S-2189 KENOSHA, WIS. LAND SURVEYOR

KENNETH L. KANYUH JULY 24, 2009
WI. REGISTERED LAND SURVEYOR No. S-2189
CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION PHONE 262-653-4050

CERTIFIED SURVEY MAP No. _____

I, Kenneth L. Kanyuh, a registered land surveyor, do hereby certify that I have surveyed, divided and mapped a part of the Southeast Quarter of the Northwest Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and including the west 134.3 feet of Lot 4, and all of Lots 5 and 7 in University Addition, a subdivision recorded on March 9, 1864; the exterior boundaries of this certified survey map being described as follows: Commencing at the southeast corner of said Quarter Section; thence North 2° 00'59" West along the east line of said Quarter Section, 33.00 feet to the north line of 52nd Street; thence South 87° 47'08" West along said north line, being here parallel to, and 33 feet north of, the south line of said Quarter Section, 530.38 feet to the southwest corner of Lot 7 of said University Addition, said point being here the northeast corner of the intersection of 52nd Street and 14th Avenue, and also the point of beginning;

thence North 1° 29'30" West along the east line of 14th Avenue, being here also the west line of Lots 7 and 5 of said University Addition, 969.00 feet to the south line of 50th Street; thence North 88° 54'44" East along the south line of said street, being here also the north line of Lots 5 and 4 of said University Addition, 332.30 feet; thence South 1° 35'44" East, 962.445 feet to the north line of 52nd Street; thence South 87° 47'08" West along said north line, 334.06 feet to the point of beginning. This description containing 321,745 square feet or 7.386 acres of land, more or less.

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys and the subdivision regulation of the City of Kenosha. Dated this 24th day of July 2009.

WISCONSIN Kenneth L. Kanyuh S-2189 KENOSHA, WIS. LAND SURVEYOR

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

AS OWNERS, The Redevelopment Authority of the City of Kenosha, and 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, do hereby certify that we have caused the lands described on this plat to be surveyed, divided and mapped as represented on this plat. This plat is required by s.236.10 or 236.12 to be submitted to the Common Council of the City of Kenosha for approval or objection.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA

_____ _____

THE CITY OF KENOSHA, INC.

_____ _____

MAYOR KEITH G. BOSMAN CITY CLERK MICHAEL K. HIGGINS

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this _____ day of _____, 2009 the above named parties, 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 _____ day of _____, 2009.

_____ _____

MAYOR KEITH G. BOSMAN CITY CLERK MICHAEL K. HIGGINS

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 10

To amend the City of Kenosha Capital Improvement Program for 2009 by creating line TI-09-001 "14th Avenue – 25th Street to 31st Street" in the amount of $150,000 with outside funding in the amount of $150,000 and by amending 2010 in the amount of $1,140,000 with outside funding in the amount of $1,140,000 for a net change of $0, District #1. PUBLIC HEARING

Item # H.6.
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

14th Avenue between 25th Street and 31st Street

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Haugaard, has been notified. This item will also be reviewed by the Public Works Committee and Finance Committee before final action by the Common Council.

ANALYSIS:

- The City will receiving funding from outside sources, including the Wisconsin Department of Transportation, for the construction of 14th Avenue from 25th Street to 31st Street through the former MacWhyte site which is owned by the City of Kenosha.
- The project is located within the boundary of Tax Incremental Finance District #9. Design/engineering will occur in 2009 and construction will take place in 2010.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-TID-14A.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY CREATING LINE TI-09-001 "14TH AVENUE – 25TH STREET TO 31ST STREET" IN THE AMOUNT OF $150,000 WITH OUTSIDE FUNDING IN THE AMOUNT OF $150,000 AND BY AMENDING 2010 IN THE AMOUNT OF $1,140,000 WITH OUTSIDE FUNDING IN THE AMOUNT OF $1,140,000 FOR A NET CHANGE OF $0

WHEREAS, the City of Kenosha will receive outside funding, including through the State of Wisconsin, for the construction of 14th Avenue between 25th Street and 31st Street; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009, the Public Works Committee on September 14, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
TI-09-001	14th Avenue – 25th Street to 31st Street (2009)	0	$150,000	$150,000
	14th Avenue – 25th Street to 31st Street Outside Funding (2009)	0	($150,000)	($150,000)
TI-09-001	14th Avenue – 25th Street to 31st Street (2010)	0	$1,140,000	$1,140,000
	14th Avenue – 25th Street to 31st Street Outside Funding (2010)	0	($1,140,000)	($1,140,000)

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-TI-09-001-14A.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 11

To amend the City of Kenosha Capital Improvement Program in 2009, 2010 and 2011 for project CO-08-002 "38th street – County Highway S to I-94 East Frontage Road" by Increasing 2009 in the amount of $210,000, 2010 in the amount of $315,000 and 2011 in the amount of $470,000 with outside funding of $210,000 in 2009, $315,000 in 2010, and $470,000 in in 2011 for a net change of $0. PUBLIC HEARING

Item # H.7.
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

38th Street between CTH "S" and I-94 East Frontage Road

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee and Finance Committee before final action by the Common Council.

ANALYSIS:

- The City has received additional outside funds through the American Recovery and Reinvestment Act (ARRA) for the referenced 38th Street project.
- The additional outside funds will be utilized to offset various project costs, resulting in no net change to the CIP.

RECOMMENDATION:

A recommendation is made to approve the CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-38s.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM IN 2009, 2010 AND 2011 FOR PROJECT CO-08-002 "38TH STREET – COUNTY HIGHWAY S TO I-94 EAST FRONTAGE ROAD" BY INCREASING 2009 IN THE AMOUNT OF $210,000, 2010 IN THE AMOUNT OF $315,000 AND 2011 IN THE AMOUNT OF $470,000 WITH OUTSIDE FUNDING OF $210,000 IN 2009, $315,000 IN 2010, AND $470,000 IN 2011 FOR A NET CHANGE OF $0

WHEREAS, the City of Kenosha will receive funding through the American Recovery and Reinvestment Act (ARRA) for 38th Street in the amount of $995,000; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009, the Public Works Committee on September 14, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
CO-08-002	38th St – County Hwy S to I-94 E Frontage Rd (2009)	$1,315,000	$210,000	$1,525,000
	38th St – County Hwy S to I-94 E Frontage Rd Outside Funding (2009)	($1,315,000)	($210,000)	($1,525,000)
CO-08-002	38th St – County Hwy S to I-94 E Frontage Rd (2010)	$2,060,000	$315,000	$2,375,000
	38th St – County Hwy S to I-94 E Frontage Rd Outside Funding (2010)	($2,060,000)	($315,000)	($2,375,000)
CO-08-002	38th St – County Hwy S to I-94 E Frontage Rd (2011)	$370,000	$470,000	$840,000
	38th St – County Hwy S to I-94 E Frontage Rd Outside Funding (2011)	($370,000)	($470,000)	($840,000)

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-CO-08-002-38S.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 12

To amend the City of Kenosha Capital Improvement Program by creating line CO-09-006 "80th Street from 30th Avenue to 39th Avenue" in 2009 in the amount of $110,000 by decreasing line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" in the amount of $110,000 and by increasing line CO-09-006 in 2010 by $553,500 with outside funding of $553,500 for a net change of $0. PUBLIC HEARING

Item # **H.8.**
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

80th Street between 30th Avenue and 39th Avenue

NOTIFICATIONS/PROCEDURES:

Alderpersons Misner and Prozanski representing the affected districts, have been notified. This item will also be reviewed by the Public Works Committee and Finance Committee before final action by the Common Council.

ANALYSIS:

- The City has received funds through the American Recovery and Reinvestment Act (ARRA) for the resurfacing of 80th Street between 30th Avenue and 39th Avenue.
- The City is responsible for the project design and engineering costs of $110,000.
- Cost savings associated with the referenced 75th Street project is proposed to fund the project design and engineering, resulting in no net change to the CIP.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-80s.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM BY CREATING LINE CO-09-006 "80TH STREET FROM 30TH AVENUE TO 39TH AVENUE" IN 2009 IN THE AMOUNT OF $110,000 BY DECREASING LINE CO-02-001 "75TH STREET FROM 22ND AVENUE TO SEVENTH AVENUE" IN THE AMOUNT OF $110,000 AND BY INCREASING LINE CO-09-006 IN 2010 BY $553,500 WITH OUTSIDE FUNDING OF $553,500 FOR A NET CHANGE OF $0

WHEREAS, the City of Kenosha has received funding through the American Recovery and Reinvestment Act (ARRA) for the 80th Street road work project; and

WHEREAS, the funding requires that the local municipality fund the engineering costs of the project; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009, the Public Works Committee on September 14, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
CO-02-001	75th Street from 22nd Avenue to 7th Avenue (2009)	$3,518,000	($110,000)	$3,408,000
CO-09-006	80th Street from 30th Avenue to 39th Avenue (2009)	0	$110,000	$110,000
CO-09-006	80th Street from 30th Avenue to 39th Avenue (2010)	0	$553,500	$553,500
	80th Street from 30th Avenue to 39th Avenue Outside Funding (2010)	0	($553,500)	($553,500)

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-CO-09-006-80S.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 13
To amend the City of Kenosha Capital Improvement Program for 2009 by creating line CD-09-002 "Neighborhood Stabilization Program" in 2009 in the amount of $1,737,467 with outside funding in the amount of $1,737,467 for a net change of $0. PUBLIC HEARING			

Item # **H.9.**
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

City Reinvestment Area

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Finance Committee before final action by the Common Council.

ANALYSIS:

- The City has received funds through the American Recovery and Reinvestment Act (ARRA) for the Neighborhood Stabilization Program (NSP).
- The NSP grant contract was previously approved by the Common Council and funds were recently received by the City.
- Since the NSP is funded entirely by outside sources, there is not net change to the CIP.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-nsp.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY CREATING LINE CD-09-002 "NEIGHBORHOOD STABILIZATION PROGRAM" IN 2009 IN THE AMOUNT OF $1,737,467 WITH OUTSIDE FUNDING IN THE AMOUNT OF $1,737,467 FOR A NET CHANGE OF $0

WHEREAS, the City of Kenosha will receive funding through the State of Wisconsin for the Neighborhood Stabilization Program (NSP); and

WHEREAS, the Common Council approved the contract between the City of Kenosha and the Department of Commerce for the use of NSP Funds on August 3, 2009, Item No. K.2; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
CD-09-002	Neighborhood Stabilization Program (2009)	0	$1,737,467	$1,737,467
	Neighborhood Stabilization Program Outside Funding (2009)	0	($1,737,467)	($1,737,467)

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-CD-09-002-NSP.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 14

To amend the City of Kenosha Capital Improvement Program for 2009 by creating line FI-09-007 "Tone Alert System" in the amount of $100,000 and reducing line FI-06-001 "Self-Contained Breathing Apparatus" in the amount of $100,000 for a net change of $0. PUBLIC HEARING

Item # **H.10.**
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

City-wide

NOTIFICATIONS/PROCEDURES:

This item will be reviewed by the Public Safety and Welfare and Finance Committees before final action by the Common Council.

ANALYSIS:

- The Kenosha Fire Department needs to update their City-wide Station Tone Alert System which is the primary method for alerting fire stations of pending calls for emergency service. The current system utilizes antiquated technology, has experienced complete failure, and is difficult to repair due to the aging components.

- Cost savings associated with Self-Contained Breathing Apparatus Equipment is proposed to fund the Tone Alert System, resulting in no net change to the CIP.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-fire.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY CREATING LINE FI-09-007 "TONE ALERT SYSTEM" IN THE AMOUNT OF $100,000 AND REDUCING LINE FI-06-001 "SELF-CONTAINED BREATHING APPARATUS" IN THE AMOUNT OF $100,000 FOR A NET CHANGE OF $0

WHEREAS, the Kenosha Fire Department needs to update their City-Wide Station Tone Alert System; and

WHEREAS, there was a cost savings associated with the purchase of the Self-Contained Breathing Apparatus equipment; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009, Public Safety and Welfare Committee on September 14, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
FI-06-001	Self-Contained Breathing Apparatus Equipment (2009)	$622,900	($100,000)	$522,900
FI-09-007	Tone Alert System (2009)	0	$100,000	$100,000

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-FI-09-007-FIRE.odt

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 15

To amend the City of Kenosha Capital Improvement Program for 2009 by decreasing line TR-93-010 "Bus Replacement" in the amount of $65,000 and by increasing line TR-09-007 "35' Replacement Buses" in 2009 in the amount of $65,000 for a net change of $0. PUBLIC HEARING

Item # **H.11.**
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

City-wide

NOTIFICATIONS/PROCEDURES:

This item will be reviewed by the Finance Committee before final action by the Common Council.

ANALYSIS:

- The Transit Department has received federal funds to acquire five (5) 35' buses to replace aging equipment in the existing fleet. The City share needs to be increased by $65,000 to fund the purchase of the buses.
- Cost savings associated with the referenced Bus Replacement Project is proposed to fund this purchase, resulting in no net change to the CIP.

RECOMMENDATION:

A recommendation is made to approve the attached CIP Amendment Resolution.

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-cip-bus.odt

RESOLUTION NO._____

BY: MAYOR

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2009 BY DECREASING LINE TR-93-010 "BUS REPLACEMENT" IN THE AMOUNT OF $65,000 AND BY INCREASING LINE TR-09-007 "35' REPLACEMENT BUSES" IN 2009 IN THE AMOUNT OF $65,000 FOR A NET CHANGE OF $0

WHEREAS, the Transit Department has received Federal Funds for the purchase of five (5) 35' buses; and

WHEREAS, additional funding is needed to purchase the additional five (5) 35' buses; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the City Plan Commission on September 10, 2009 and the Finance Committee on September 21, 2009;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is, amended as follows:

Line Item	*Description*	*Available Authorization*	*Authorization Adjustment*	*Amended Authorization*
TR-93-010	Bus Replacement (2009)	$1,873,250	($65,000)	$1,808,250
TR-09-007	35' Bus Replacement (2009)	$1,800,000	$65,000	$1,865,000
	Outside Funding (2009)	$1,800,000	0	$1,800,000

Adopted this _____ day of _____ 2009

ATTEST: _____
KEITH G. BOSMAN, MAYOR

APPROVE: _____
MICHAEL HIGGINS, CITY CLERK-TREASURER

Drafted by: Department of City Development
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/CIP-RES-TR-93-010-BUS.odt

I1

Appointments/Reappointments by the Mayor September 21, 2009

KEITH G. BOSMAN
MAYOR

CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

September 17, 2009

Item # **I.1.a-b**
City of Kenosha
Common Council Agenda
9/21/09

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons as City Plan Commission representatives to the Community Development Block Grant Committee for three-year terms which will expire May 1, 2012:

1. Art Landry, 804 38th Street, Kenosha
2. Anita Faraone, 7506 22nd Avenue, Kenosha

These members have been conscientious in dealing with matters of the CDBG Committee and I am confident they will continue to be hardworking members of this committee.

Sincerely
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:jd

J1

Public Construction and Improvement Contracts September 21, 2009

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

C-1

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

September 14, 2009

Item # **J.1.**
City of Kenosha
Common Council Agenda
9/21/09

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering / City Engineer

9-11-09

Subject: Project: Municipal Office Building First Floor Tile Replacement

Location: 625 52nd Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was $32,000. Budget amount is $250,000 for facility improvements.

This project consists of removal of approximately 4850 square feet of existing 9" x 9" asbestos floor tile and replacement with 12" x 12" vinyl composite tile.

Following is the list of bidders:

	Bid Total
Dickow Cyzak Tile Co. Inc., Kenosha, WI	$31,250.00
Champion Environmental Services, Inc., Gilberts, IL	$58,437.00

It is recommended that this contract be awarded to Dickow Cyzak Tile Co. Inc., Kenosha, Wisconsin, for the base bid amount of $31,250.00 plus $3,750.00 in contingency for unforeseen conditions (if needed), for total award amount of $35,000.00. Funding is from CIP Line Item OT-07-004.

MML/kjb

cc: Carol Stancato, Director of Finance

K1 - K3

Other Contracts and Agreements
September 21, 2009

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 3

Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha, District #7.

Item # K. 1
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

Site: 14th Avenue and 52nd Street

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Juliana, has been notified. This item was approved by the Redevelopment Authority on August 18, 2009 and will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- Attached is a copy of the Contract with the Boys & Girls Club of Kenosha for the land owned by the Redevelopment Authority and the City of Kenosha. The subject land is Lot 1 shown on Exhibit A.
- The Contract was approved by the Redevelopment Authority of the City of Kenosha on August 18, 2009 with a vote of 4 ayes; 1 no.
- The land shown in Exhibit A is owned by the City of Kenosha and the Redevelopment Authority of the City of Kenosha, so this is a three-party agreement.
- If approved, the City will transfer the property to the Boys and Girls Club by October 16, 2009. The Boys & Girls Club anticipates the start of construction by March 30, 2010.
- The Boys & Girls Club will transfer title to the the property they currently occupy to the Redevelopment Authority by June 30, 2011, as shown on Exhibit D.

RECOMMENDATION:

A recommendation is made to approve the Contract to Purchase and Sale and Development Agreement between the Boys & Girls Club of Kenosha, Inc, the City of Kenosha and the City of Kenosha, WI Redevelopment Authority.

Sharon Krewson, Real Estate Agent
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-contract-b&g.odt

Jeffrey B. LaBahn, Director of City Development

CONTRACT OF PURCHASE AND SALE
AND DEVELOPMENT AGREEMENT

By And Between

THE BOYS AND GIRLS CLUB OF KENOSHA, INC.,
A Wisconsin Corporation,

And

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

And

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

THIS CONTRACT OF PURCHASE AND SALE ("Contract") is made by and between the **BOYS AND GIRLS CLUB OF KENOSHA, INC., ("BUYER"),** a Wisconsin corporation, and the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, and **THE CITY OF KENOSHA, WISCONSIN, REDEVELOPMENT AUTHORITY,** a Wisconsin redevelopment authority, duly organized and existing under the laws of the State of Wisconsin, hereinafter collectively referred to as **"SELLER"**. This Contract shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution ("Effective Date").

W I T N E S S E T H:

WHEREAS, SELLER presently owns and holds fee simple title to that certain property ("Property") containing approximately 7.253 acres of land, located in the City of Kenosha, County of Kenosha, State of Wisconsin, as depicted on the Certified Survey Map attached hereto as Exhibit "A"; and,

WHEREAS, BUYER submitted a Concept Plan, attached hereto as Exhibit "B" to construct a Boys and Girls Club upon said Site ("Proposal"); and,

WHEREAS, SELLER submitted a Closure Plan to the State of Wisconsin, Department of Natural Resources ("DNR"); and,

WHEREAS, said Closure Plan includes a Material Management Plan which provides for soil and storm water management; and,

WHEREAS, on June 24, 2009, DNR issued a conditional approval of said Closure Plan, a copy of which is attached hereto as Exhibit "C"; and,

WHEREAS, the development of a new Boys and Girls Club is beneficial to **SELLER** in order to provide resources to City residents and eliminate blighted conditions in their neighborhoods; and,

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:

1. Purchase/Sale. **BUYER** hereby agrees to purchase and acquire Property from **SELLER**, and **SELLER** hereby agrees to sell and convey Property to **BUYER** for and in consideration of, and upon and subject to, the terms, covenants and conditions hereinafter set forth, with the explicit understanding and expectation that **BUYER** utilize the Property to construct a building as shown in the Concept Plan, to be used for a Boys and Girls Club. Should **BUYER**, due to circumstances within **BUYER'S** control, fail to initiate construction of a Boys and Girls Club on the Property by December 31, 2010, or should **BUYER** utilize the Property for any other purpose, without the express written consent of **SELLER**, all rights, title and interest in the Property described in Exhibit "A" shall revert to **SELLER** upon thirty (30) days written notice to **BUYER**.

2. Purchase Price. The aggregate purchase price ("Purchase Price") of Property is One ($1.00) Dollar, and other good and valuable consideration.

3. Conveyance. At the Closing for Property, **SELLER** shall sell and convey to **BUYER** good, marketable, and insurable title to the Property, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in customary form.

4. Title Insurance. **SELLER**, at **SELLER'S** expense, shall provide **BUYER** with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **BUYER** a standard ALTA 2008 Owner's Policy of Title Insurance in the amount of Fifty Thousand ($50,000.00) Dollars, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto), subject only to the Permitted Exceptions.

5. Conditions Precedent To Closing. Each and all of the obligations of the **SELLER** to **BUYER** hereunder are subject, without limitation, to **BUYER'S** satisfaction or waiver in writing of each and all of the following on or before the dates therefor set forth below.

a. Title Insurance Commitment. **SELLER** at **SELLER'S** cost and expense, shall provide a Title Insurance Commitment for the Property, on or before the thirtieth (30th) day after the Effective Date, in the form required under Section 4 hereof, together with a copy of each document to which reference is made in such commitment, including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments. On or before the fortieth (40th) day after the Effective Date, **BUYER** shall, in writing, accept the Title Insurance Commitment or object to the Title Insurance Commitment if not satisfactory to **BUYER**. Should **BUYER** object to the Title Insurance Commitment, **SELLER** shall, at its option, have thirty (30) days from the receipt of said objection to cure the defects to title. Upon **SELLER'S** cure to the reasonable satisfaction of **BUYER**, this condition shall be deemed satisfied. If no objection is given during the time period specified herein, then any objection **BUYER** may have shall be deemed waived. **BUYER** may, at their cost, obtain GAP Coverage from issuance to closing of Title Commitment.

b. Utilities. **BUYER**, at **BUYER'S** expense, shall obtain evidence satisfactory to **BUYER** that all necessary or appropriate utilities (including, but not limited to, sanitary sewer, storm sewer and water) are available to Property in sufficient capacity and suitability for construction and use of the Building shown on the Concept Plan, on or before the thirtieth (30th)

day after the Effective Date.

6. Survey. A Certified Survey Map has been completed by **SELLER** and is attached hereto as Exhibit "A".

7. Environmental. An Environmental Closure Plan dated April 27, 2009, for the Property has been approved by the Wisconsin Department of Natural Resources with restrictions suitable for the development of Property, and for construction of the Building and uses thereon as shown on the Concept Plan. **BUYER** has reviewed and accepted this Plan, together with the DNR's approval of the Plan. **BUYER** agrees **SELLER'S** duties and obligations regarding the environmental condition of the Property have been satisfied. This Property is being sold and will be delivered in its "AS IS, WHERE IS" condition.

8. Transfer of BUYER'S Property. BUYER agrees to convey to **SELLER** by means of a Quit Claim Deed, Property it currently has title to known as Tax Key Parcel No. 12-223-31-326-020, 12-223-31-326-021, 12-223-31-326-022, 12-223-31-326-024 and 09-222-36-230-008, as shown in Exhibit "D", when Property has been vacated by **BUYER**. Such conveyance shall be made no later than June 30, 2011.

9. Closing Property. The Closing on the Property shall occur on or before October 16, 2009.

10. SELLER'S Representations and Warranties. SELLER hereby represents and warrants to **BUYER** as follows, each of which representations and warranties shall survive the Closing on the Property,

a. SELLER Matters. SELLER is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with full right, power, and authority to enter into this Contract and to perform all obligations of **SELLER** hereunder. This Contract, the Deed, and all other documents to be executed and delivered by **SELLER** in connection with the transaction contemplated hereby, do and shall constitute the valid and legally binding agreements of **SELLER**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby, nor the compliance by **SELLER** with the terms hereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **SELLER** is a party, or by which **SELLER** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule or regulation. There are no suits filed or claims made, pending or threatened against **SELLER** or the Property that in any way jeopardize the ability of **SELLER** to perform its obligations hereunder. **SELLER** has not filed any petition, nor has any petition been filed against **SELLER**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **SELLER** or the Property the subject of any such action. **SELLER** is not insolvent, nor will it be rendered insolvent, by consummation of the transaction contemplated hereby.

b. Violations. SELLER agrees to indemnify and hold **BUYER** harmless from and against any and all liability, loss, cost, or expense arising in connection with any matter which is not as so represented and warranted under this Section 7, and **BUYER** shall not have the duty to close if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of any Closing.

11. BUYER'S Representations and Warranties. BUYER hereby represents and warrants to **SELLER** as follows, each of which representations and warranties shall survive the Closings:

a. BUYER Matters. **BUYER** is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with the full right, power, and authority to enter into this Contract and to perform all obligations of **BUYER** hereunder. This Contract and all other documents to be executed and delivered by **BUYER** in connection with the transaction contemplated hereby do and shall constitute the valid and legally binding agreements of **BUYER**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby nor the compliance by **BUYER** with the terms hereof will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **BUYER** is a party or by which **BUYER** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule, or regulation. There are no suits filed or claims made, pending, or threatened against **BUYER** that in any way jeopardize the ability of **BUYER** to perform its obligations hereunder. **BUYER** has not filed any petition, nor has any petition been filed against **BUYER**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **BUYER** the subject of any such action. **BUYER** is not insolvent nor will it be rendered insolvent by consummation of the transaction contemplated hereby.

b. Violations. **BUYER** agrees to indemnify and hold **SELLER** harmless from and against any and all liability, loss, cost or expense arising in connection with any matter which is not as so represented and warranted, and **SELLER** shall not have the duty to close if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of any Closing.

12. SELLER'S Agreements. **SELLER** hereby agrees as follows:

a. Satisfaction of Contingencies. **SELLER** shall use reasonable efforts to assist or satisfy the Conditions Precedent contained in Section 5.

b. Access and Assistance. **SELLER** shall, between the execution of this Contract and the Closing for the Property or the prior termination of this Contract, assist **BUYER** in such manner and to such extent as **BUYER** shall request in providing information reasonably required for purposes of developing the Property. If **BUYER** requests such assistance, **SELLER** need not incur any costs or expenses in connection therewith unless **BUYER** agrees to reimburse such costs or expenses. To the extent reasonably necessary for **BUYER'S** satisfaction of the conditions set forth in Section 5.b., **BUYER** shall have access to all information relating to the Property in **SELLER'S** possession, or reasonably available to **SELLER**, at all times prior to the Closing for the Property.

c. Closing Documents. **SELLER** shall enter into and deliver to **BUYER** at the Closing for the Property the following documents:

(1) Deed. The Quit Claim Deed to the Property as more fully provided in Section 3.

(2) FIRPTA Affidavit. An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying that **SELLER** is not a foreign person or entity as defined in such Internal Revenue Code section. If **SELLER** is a foreign entity, **BUYER** may withhold such amount from the Purchase Price as is required by such Internal Revenue Code section.

(3) Transfer Tax Returns or Similar Forms. Transfer tax returns or other similar forms as are required by Wisconsin law.

(4) Affidavits and Other Certifications. Affidavits and other certifications as may be reasonably requested by **BUYER** or the Title Company insuring title to more fully vest

title to the Property in **BUYER** and to permit the Title Company to issue its title insurance policy in accordance with Section 4.

(5) Closing Statement. Closing Statement setting forth all debits and credits to **BUYER** and **SELLER** in connection with the Closing for the Property.

(6) Form 1099-S. Form 1099-S which may be submitted to the Internal Revenue Service to report **SELLER'S** sale of the Property.

(7) Reconfirmation. Reconfirmation of its warranties and representations set forth in Section 7.

(8) Documents. Any and all documents as needed.

13. BUYER'S Agreements. **BUYER** hereby agrees as follows, each of which agreements shall survive the Closing:

a. Satisfaction of Contingencies. **BUYER** shall use reasonable efforts to satisfy the **BUYER'S** Conditions Precedent contained in Section 5.

b. Closing Documents. At the Closing, **BUYER** shall deliver the following to **SELLER**:

(1) Payment of Purchase Price. Payment of the amount owing to **SELLER** for the purchase of Property pursuant to Section 2.

(2) Closing Statement. Closing Statement setting forth the debits and credits to **BUYER** and **SELLER** in connection with the Closing of the Property.

(3) Reconfirmation. Reconfirmation of its representations and warranties set forth in Section 8.

14. Legal Possession. Legal possession and physical occupancy of the Property shall be delivered to **BUYER** at the Closing.

15. Indemnification.

a. BUYER. **BUYER** shall indemnify and hold **SELLER** harmless from and against all suits, causes of action, damages, liabilities or other obligations, (together with all costs, expenses and disbursements of any nature incurred by **SELLER**), resulting from any warranties and representations of **BUYER** made hereunder being false, **BUYER** failing to comply with any of its agreements, the negligence of **BUYER** or its agents, employees or consultants relating to **BUYER'S** due diligence activities or any conditions on Property created by **BUYER.**

b. SELLER. **SELLER** shall indemnify and hold **BUYER** harmless from and against all suits, causes of action, damages, liabilities or other obligations (together with all costs, expenses and disbursements of any nature incurred by **BUYER**), resulting from any warranties and representations of **SELLER** made hereunder being false or **SELLER** failing to comply with any of its agreements, the negligence of **SELLER** or its agents, employees or consultants relating to **SELLER'S** due diligence activities or any conditions on Property created by **SELLER.**

16. Transfer of Property and Deed Restriction. **BUYER** shall not use the Property for any purpose other than what was indicated in the Concept Plan, and shall not sell, transfer, assign, or convey its interest in the Property without prior written consent of **SELLER.** A copy of the deed restriction language is attached hereto as Exhibit "E". The parties hereto acknowledge and agree that the language set forth on Exhibit "E" shall be inserted into the Deed and constitute a covenant running with the Property.

17. Broker. **BUYER** and **SELLER** hereby represent and warrant to the other party that they have not dealt with any real estate broker in connection with this transaction and that no commission or compensation is due any person for said services. Each party shall indemnify and hold the other harmless from its breach of these representations and warranties.

18. Notices. All notices and other communications required or permitted hereunder shall be in writing and by personal service, mailed in the United States mail, postage prepaid, certified mail, or overnight courier, addressed to **SELLER** or **BUYER**, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date received:

If to **SELLER**, then to:	City Clerk/Treasurer/Assessor, Municipal Building, Room 105, 625 - 52nd Street, Kenosha, Wisconsin 53140;
with a copy to:	City Attorney Municipal Building, Room 201, 625 - 52nd Street, Kenosha, Wisconsin 53140.
If to **BUYER**, then to:	Chief Executive Officer, Boys and Girls Club of Kenosha, Inc., 1715 – 52nd Street, Kenosha, Wisconsin;
with a copy to:	Attorney David Wilk, Guttormsen, Hartley, Wilk & Higgins, L.L.P., 600 – 52nd Street, Suite 200, Kenosha, Wisconsin 53140.

19. Modification. Neither this Contract nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

20. Successors; Assigns. This Contract and all of the terms and conditions hereof, and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. **BUYER** may not assign this Contract without the prior written consent of **SELLER**.

21. Headings. The headings of the sections and subsections of this Contract are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

22. Time Is of the Essence. **BUYER** and **SELLER** agree that time is of the essence with respect to all dates set forth in this Contract.

23. Choice of Law and Forum. **BUYER** and **SELLER** agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in State Circuit Court in Kenosha County, Wisconsin.

24. Force Majeure. Neither party shall be liable for any failure of performance

hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

25. Agreements That Survive The Closing(s). The Agreements in the following paragraphs shall survive the Closing(s) to the extent necessary to fulfill their purpose: Paragraphs 7, 8, 10, 11, 15, 17 and 23.

26. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

a. Exhibit "A" - General Property Description – Certified Survey Map.
b. Exhibit "B" - Concept Plan.
c. Exhibit "C" – DNR Approval Letter Dated June 24, 2009.
d. Exhibit "D" – Map of Property to be conveyed to **SELLER.**
e. Exhibit "E" - Deed Restriction.

27. Effective Date. This Contract shall be in effect upon approval and execution by **SELLER** and **BUYER**. This Contract shall be effective on the date of last execution (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

BUYER:

BOYS AND GIRLS CLUB OF KENOSHA, INC., A Wisconsin Corporation

BY:_____
WALTER W. GRAFFEN, CEO
Date:_____

BY:_____
GARY HUTCHINS, Board President
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **WALTER W. GRAFFEN, Chief Executive Officer,** and **GARY HUTCHINS, Board President,**

of the **BOYS AND GIRLS CLUB OF KENOSHA, INC.**, a Wisconsin corporation, to me known to be such Chief Executive Officer and Board President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

_____

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

SELLER:

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY:_____
KEITH G. BOSMAN, Mayor
Date:_____

BY:_____
MICHAEL J. HIGGINS,
City Clerk/Treasurer/Assessor
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of the **CITY OF KENOSHA, WISCONSIN,** Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

_____

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

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

BY:_____
BRUCE McCURDY, Chairman
Date:_____

BY:_____
JEFFREY LABAHN, Secretary
Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **BRUCE McCURDY, Chairman,** and **JEFFREY LABAHN, Secretary,** of the **CITY OF KENOSHA, WISCONSIN, REDEVELOPMENT AUTHORITY, a** Wisconsin redevelopment authority, to me known to be such Chairman and Secretary of said Authority, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said redevelopment authority, by its authority.

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

COUNTERSIGNED:

BY:_____
CAROL STANCATO, Finance Director
Date:_____

APPROVED AS TO FORM:

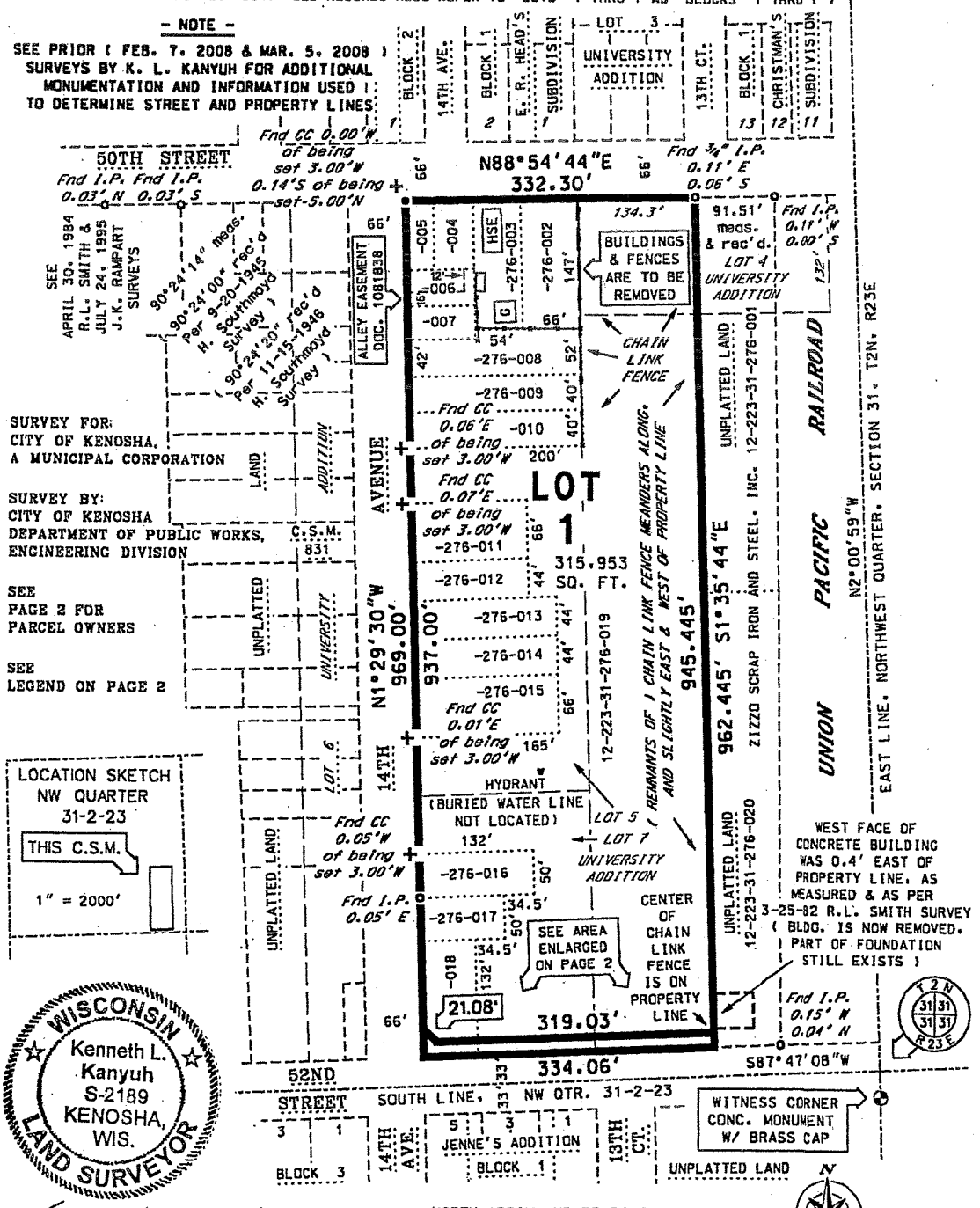
BY: William K Richardson
WILLIAM K. RICHARDSON,
Assistant City Attorney
Date: 8/13/09

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

EXHIBIT "A"

CERTIFIED SURVEY MAP No. _____

Part of the Southeast Quarter of
THE NORTHWEST QUARTER OF SECTION 31, TOWN 2 NORTH, RANGE 23 EAST of the FOURTH PRINCIPAL MERIDIAN
in the
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
and including the
WEST 134.3 FEET* OF LOT 4, AND ALL OF LOTS 5 AND 7 IN UNIVERSITY ADDITION, A RECORDED SUBDIVISION
(* NOTE: AS MEASURED ALONG 50TH STREET. UNIVERSITY ADDITION WAS RECORDED ON MARCH 9, 1864. OLD RECORDS ALSO REFER TO "LOTS" 1 THRU 7 AS "BLOCKS" 1 THRU 7)

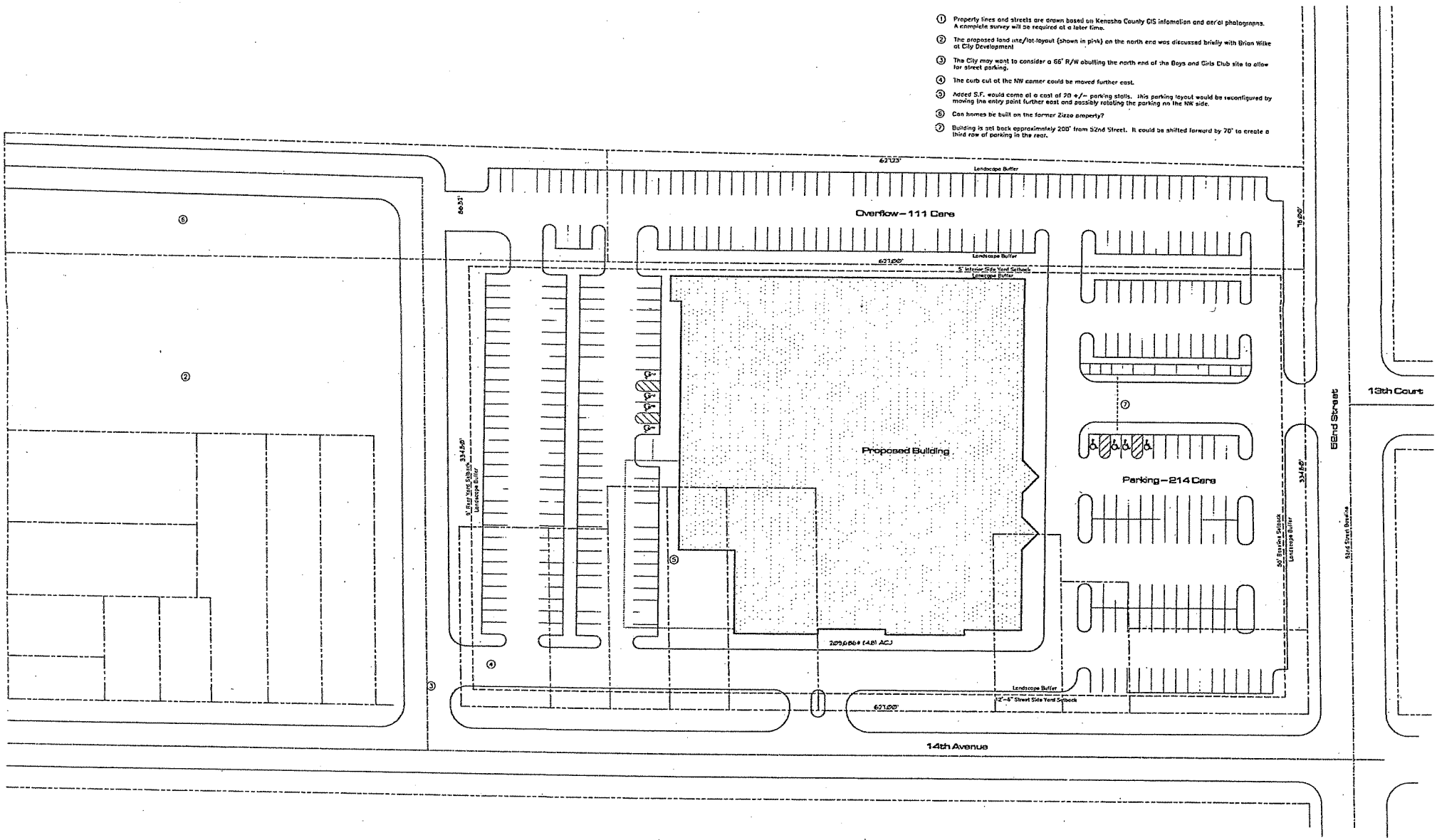


KENNETH L. KANYUH JULY 24, 2009
WI. REGISTERED LAND SURVEYOR No. S-2189
CITY OF KENOSHA PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION PHONE 262-653-4050

NORTH ARROW AND BEARINGS ON THIS PLAT REFER TO GRID NORTH, WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE

SCALE 1" - 150'
0' 150' 300'

EXHIBIT "B"



Revision 3 - xx/xx/20xx
Revision 2 - xx/xx/20xx
Revision 1 - xx/xx/20xx

Site Plan 1"=30'

©2007 Kueny Architects, LLC - All Rights Reserved

Boys and Girls Clubs - November 21, 2007

1.1

EXHIBIT "C"

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

WISCONSIN DEPT. OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Sturtevant Service Center
9531 Rayne Road, Suite IV
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
FAX 262-884-2307
TTY 262-884-2304

June 24, 2009

Ms. Sharon Krewson
City of Kenosha
625 S. 52nd St. Room 308
Kenosha, WI 53140

Subject: Closure with GIS Former Crow Property, 1324 52nd Street, Kenosha, WI BRRTS 02-30-549440, FID 230052020

Dear Ms. Krewson:

On June 2, 2009, the Southeast Region Closure Committee reviewed the above referenced case for closure. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. Based on the correspondence and data provided, it appears that your case meets the requirements of ch. NR 726, Wisconsin Administrative Code. The Department considers this case closed no further investigation or remediation is required at this time.

The Department understands that there is a proposed zoning and land use change planned for this property. Based upon the documentation provided in the closure request the future land use with the detailed cap which will include a building, parking areas and landscaping should be sufficient to meet the non-industrial closure requirements once it is completed and the proper documentation is submitted and reviewed by the Department. Until that development and construction is completed and the necessary documentation is received the site will be issued closure under industrial standards.

Please be aware that pursuant to s. 292.12 Wisconsin Statutes, compliance with the requirements of this letter is a responsibility to which you and any subsequent property owners must adhere. If these requirements are not followed or if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, welfare, or the environment, the Department may take enforcement action under s. 292.11 Wisconsin Statutes to ensure compliance with the specified requirements, limitations or other conditions related to the property or this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code. It is the Department's intent to conduct inspections in the future to ensure that the conditions included in this letter including compliance with referenced maintenance plans are met.

The most recent soil samples that were collected on this property, which were collected on March 30, 2006, March 21, 2007 and April 17, 2008, contained Carbon Tetrachloride, Trichloroethene and Tetrachloroethene in concentrations that exceeded NR 720.11, Table 2, Wis. Adm. Code, soil standards. Therefore, pursuant to s. 292.12(2) (c), Wis. Stats., the property described above may not be used or developed for a residential, commercial, agricultural or other non-industrial use, unless (at the time that the non-industrial use is proposed) an investigation is conducted, to determine the degree and extent of contamination that remains on the property, and remedial action is taken as necessary to meet all applicable non-industrial soil cleanup standards. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property 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 during excavation activities to prevent a health threat to humans.

Pursuant to s. 292.12(2) (a), Wis. Stats., the proposed future development for the property as detailed on the attached map 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 quality standards in ch. NR 140, Wis. Adm. Code, and to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. If soil in the specific locations described above is excavated in the future, the property owner at the time of excavation must

sample and analyze the excavated soil to determine if residual contamination remains. If sampling confirms that contamination is present the property owner at the time of excavation will need to determine whether the material would be considered solid or hazardous waste and ensure that any storage, treatment or disposal is in compliance with applicable statutes and rules. In addition, all current and future owners and occupants of the property 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 during excavation activities to prevent a health threat to humans.

The following activities are prohibited on any portion of the property where soil cover or other barrier is required as shown on the attached map, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure.

In addition, depending on site-specific conditions, construction over contaminated materials may result in vapor migration into enclosed structures or migration along newly placed underground utility lines. The potential for vapor inhalation and 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. At the time of construction any soils that are removed from the areas identified as having contaminated soils will need to be properly handled and disposed of. Confirmation samples should be collected from these excavated areas to determine if any residual contamination is present that could pose a vapor migration concern to the final construction of the building.

Recent groundwater monitoring data at this site indicates exceedances of the ch. NR 140, Wis. Adm. Code, preventative action limit for Tetrachloroethene at MW-3. The Department may grant an exemption for a substance of public welfare concern, or nitrate, pursuant to s. NR 140.28(3) (a), Wis. Adm. Code, if actions have been taken to achieve the lowest possible concentration for that substance which is technically and economically feasible and the existing or anticipated increase in the concentration of that substance does not present a threat to public health or welfare.

Based on the information you provided, the Department believes that the above criteria have been or will be met once final construction and removal of any residual soils occurs. Therefore, pursuant to s. NR 140.28(3) (a), Wis. Adm. Code, an exemption to the preventative action limit for Tetrachloroethene at MW-3. This letter serves as your exemption.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the GIS Registry. To review the sites on the GIS Registry web page, visit http://dnr.wi.gov/org/aw/rr/gis/index.htm. If your property is listed on the GIS Registry because of remaining contamination and you intend to construct or reconstruct a well, you will need prior Department approval in accordance with s. NR 812.09(4) (w), Wis. Adm. Code. To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line http://www.dnr.state.wi.us/org/water/dwg/3300254.pdf or at the web address listed above for the GIS Registry.

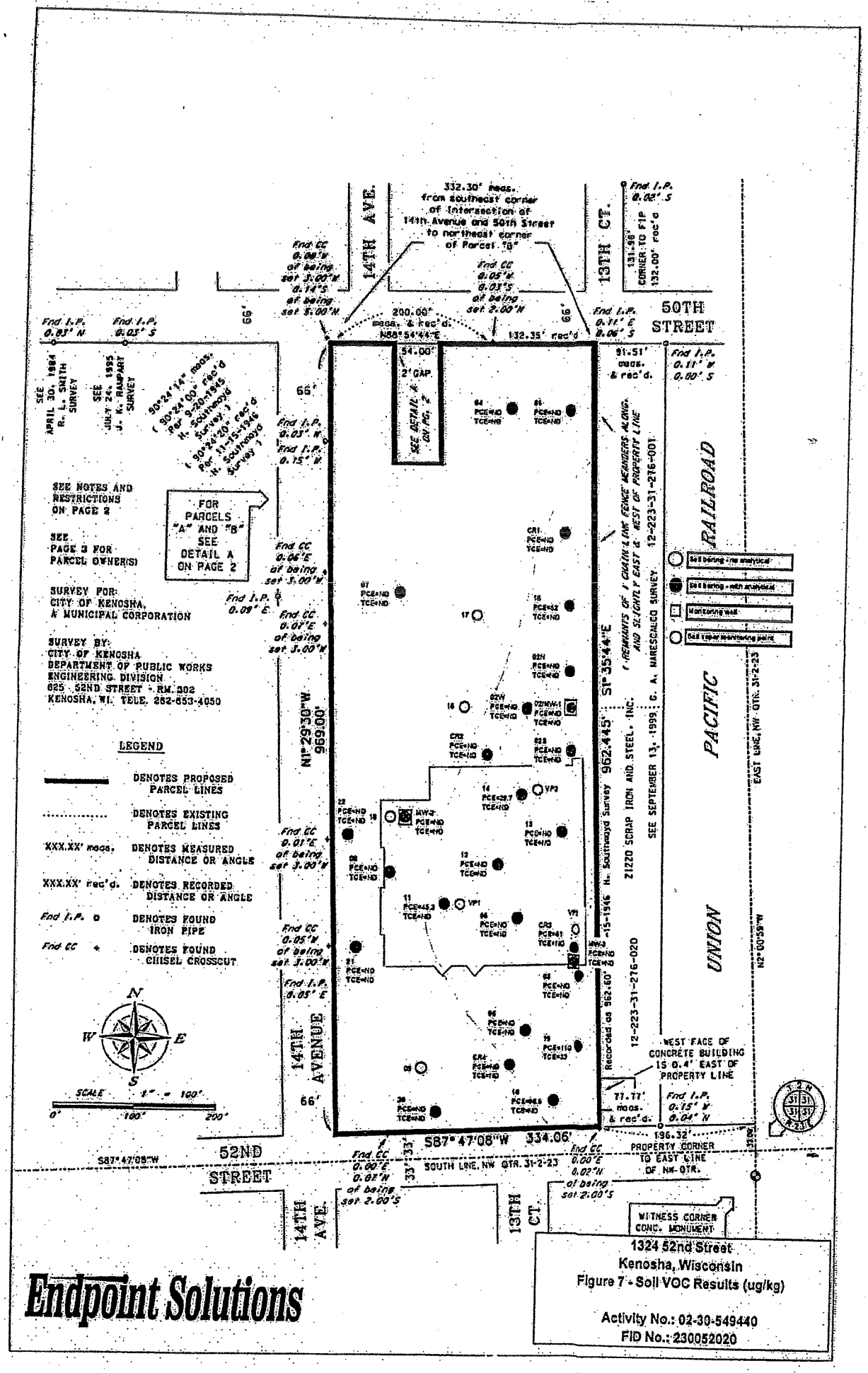
If you have any question regarding this letter please contact Shanna L. Laube-Anderson at 262-884-2341.

Sincerely,

Frances M. Koonce
Remediation and Redevelopment Sub-Team Leader

Cc: Bob Cigale, Endpoint Solutions, 12065 West Janesville Rd., Hales Corners, WI 53130

RECEIVED
JUN 30 2009
DEPARTMENT OF
CITY DEVELOPMENT



Endpoint Solutions

1324 52nd Street
Kenosha, Wisconsin
Figure 7 - Soil VOC Results (ug/kg)

Activity No.: 02-30-549440
FID No.: 230052020

CITY OF KENOSHA

Exhibit "D"

Subject Property

NORTH

0 100'

DCD ~ Community Development Division ~ JBL ~ SKK ~ 7-29-2009 ~ mc

CITY OF KENOSHA

Exhibit "D"

Subject Properties

NORTH

0 100'

DCD ~ Community Development Division ~ JBL ~ SKK ~ 11-18-2008 ~ mc

EXHIBIT "E"

DEED RESTRICTION

In consideration of the execution of this deed, Grantee and its successors and assigns, covenant and agree that these Premises shall be used exclusively for use by a nonprofit agency for the purpose of providing social, educational and recreational services, programs and activities for children, families and seniors. This covenant shall run with the land and be binding upon the parties and all persons claiming under them. Should, however, the Premises not be used by a nonprofit agency for such use as described herein, the Premises shall revert to Grantor, its successors or assigns, to be utilized as Grantee deems best.

Redevelopment Authority of the City of Kenosha
Minutes
August 18, 2009

MEMBERS PRESENT: Alderman Katherine Marks, Tom Carls, Bruce McCurdy, John Potente and Adelaide Swartz

EXCUSED: Larry Keating

STAFF PRESENT: Jeff Labahn, Zohrab Khaligian and Sharon Krewson

The meeting was called to order at 5:32 p.m. by Bruce McCurdy and roll was taken.

Approval of Minutes of July 28, 2009 Meeting

A motion was made by Alderman Marks and seconded by Mr. Potente to approve the minutes of July 28, 2009 meeting as written. The motion passed unanimously (5 ayes; 0 noes).

1. Redevelopment Authority Financial Report

Zohrab Khaligian, Community Development Specialist, noted that Fund 461 has a balance of $515,254 which includes all money available to the Authority. The Authority also has authorized funding for 2009 of $225,000 for a total of $740,254.

A motion was made by Ms. Swartz and seconded by Mr. Carls to receive and file the Financial Report as written. The motion passed unanimously (5 ayes; 0 noes).

2. Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha

Public hearing opened.

Mayor Bosman stated the agreement between the City of Kenosha and the Boys & Girls Club was originally made with the previous administration but is one that he fully supports. Mayor Bosman agrees with the direction of the partnership, and all involved will benefit from this partnership.

Public hearing closed.

Sharon Krewson, Real Estate Agent, said the agreement will be a 3-party agreement between the City of Kenosha, the Redevelopment Authority and the Boys & Girls Club because both the City of Kenosha and the Redevelopment Authority own land that will be transferred to the Boys & Girls Club. Approximately 7.1 acres of land will be transferred to the Boys & Girls Club as shown in Exhibit A. The Contract of Purchase and the Development Agreement, if approved tonight, will go to the Plan Commission on September 10, 2009 and then to Finance Committee and Common Council on September 21, 2009.

The Boys & Girls Club intends to begin construction in April or May of 2010 with completion by June 2011. These dates are in the contract. Once the new building is occupied, the Boys & Girls Club will transfer the property they currently occupy to the City of Kenosha. Remediation on the new site has been completed. If any problems arise when excavating, it will be dealt with by the Boys & Girls Club. This information is in the letter from the DNR. Mr. Potente asked if the transfer amount would be $1. Ms. Krewson said yes, it would.

Alderman Marks asked why the amount of land being given to the Boys & Girls Club in 2009 increased from the amount proposed in 2007. Wally Graffen, Boys & Girls Club, said the original plan never went before the Common Council for approval. They were waiting for DNR approval and closure on the site before moving forward. Ms. Krewson noted the only portion of the proposal brought before the Common Council was the TID Agreement. Mr. Graffen said the new proposal would add green space to the site and fields that would require the entire site were recently discussed with the new Administration. Alderman Marks said she was not aware of the new proposal brought forward until the last Redevelopment Authority meeting. Alderman Marks said she thought a road and future development was planned for the remaining portion of the site. Alderman Marks asked what the additional land was going to be used for. Mr. Graffen said playing fields such as baseball or soccer. The specific type of playing field has not yet been determined.

Alderman Marks asked for the value of the land being transferred to the Boys & Girls Club. Ms. Krewson said she did not have that information at this time. Alderman Marks said if this proposal goes forward, this question along with others will be asked and we should have the answers. Alderman Marks said she would like to know the cost-to-date to acquire, demolish, etc. the property proposed to be transferred to the Boys & Girls Club. Alderman Marks also asked for the value of the current Boys & Girls Club and the Madrigrano building that will be transferred to the City along with an estimate to raze these buildings. It is important to have this information and to know where the funds will come from. Funds were found to raze the Roosevelt Theater, but not sure where they came from which is important information. Mr. McCurdy said when obtaining the information on razing the buildings, a statement should be included stating this is an estimate. It will be difficult to determine these costs due to tipping fees, asbestos abatement, etc.

Mr. Carls asked if the funds for razing the buildings could be included in the widening of 52nd Street. Ms. Krewson said they are not in the same timeframe. Mr. McCurdy said when the buildings are razed, setbacks for the future widening of 52nd Street would be required. Ms. Krewson said street right-of-way requirements for the widening of 52nd Street will be required on the land being transferred to the Boys & Girls Club as well as the land the City of Kenosha will receive from them. The street right-of-way setback requirement would apply to any property acquired around the Boys & Girls Club.

Alderman Marks said she was not comfortable voting on this item without reviewing the cost-to-date information. Mayor Bosman stated the main objective for this proposal is the overall benefit to the community. Alderman Marks noted the cost information for

past, present, and future for the property we are transferring to the Boys & Girls Club and for the land being given to the City, is necessary when the item is brought forward. Mayor Bosman agreed an estimate of every component of this project is necessary when moving forward.

Alderman Marks said she would like to review the cost information to weigh the pros and cons before voting on this item. Mr. Carls said he is comfortable as a member of the Redevelopment Authority that this is a good project. Reviewing the cost information would not change his mind. Ms. Swartz asked how knowing the cost would change the vote. The money has already been spent. Alderman Marks said the transfer amount is $1. Ms. Swartz said she understands the dynamics of the Common Council, but there is no other use for the land. Alderman Marks said the original proposal was made with a different Common Council and Administration. She reminded the Authority of the property on 60th Street and 18th Avenue. This agreement had been made with the prior Administration. The proposal was to give the City the land and the current Common Council denied the proposal. Mayor Bosman said we need to be prepared with as much information as possible, but the end result is where the value lies. You cannot put a monetary value on the benefit this proposal will have on the community. Alderman Marks reminded the Authority that the City was positioned to receive $340,000 for the property on 60th Street and 18th Avenue and the Common Council found a reason to deny the project.

Mr. McCurdy asked if the cost information can be put together in three (3) weeks. Ms. Krewson said she believes it can. She is already working on it. Alderman Marks said the Authority needs to know the cost also to know if it is a good project before voting.

Mr. Khaligian said the Boys & Girls Club needs to raise $8 million to construct the Boys & Girls Club. To obtain national funding, they need to own the property. A decision was made by Administration to enter into this agreement. Plan Commission and Common Council will have to decide if they want to honor the agreement or not. The number of children served is not the issue. The main issue is whether this is a good use of the land – yes or no. Alderman Marks said the performance of the Boys & Girls Club is not in question, but the Plan Commission and Common Council will ask questions on tangible outcomes. This past Monday, the CDBG Subgrantee Agreements were deferred. The Common Council wants to see Outcomes and Measurements even though they saw that same information months ago. Approving this item without the cost information, does not make the Authority look good. Mr. Carls asked Alderman Marks what she did not like about the use of the property. Alderman Marks said she would like the Authority to look at the overall cost of the project. After the review, if the Authority still believes this is a good project, then approve it. But at least look at everything first. Mr. Potente said he would feel more comfortable if the Authority has the cost information available to present to Plan Commission and Common Council.

A motion was made by Mr. Potente and seconded by Ms. Swartz to approve the Contract of Purchase and Sale and Development Agreement between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha to transfer land located at 14th Avenue and 52nd Street to the Boys & Girls Club in exchange for

Draft

the property they currently own and the Madrigrano Center. The motion passed (4 ayes; 1 no). Alderman Marks voted against.

3. Any Other Business as Authorized by Law

Mr. Potente asked for an update on the Metra Station rehabilitation. Mr. McCurdy said the lease agreement between the Redevelopment Authority and Transit Commission is still with the City Attorney. Once updated, the City Administrator and Transit Director will review. Ms. Krewson said we will probably have to call a special meeting for this item because of the deadline constraints.

Alderman Marks asked for an update on the fourplexes in the Wilson Neighborhood. Ms. Krewson said the Authority has an accepted offer on one fourplex and a second offer will be made within a couple of days. A memo is being prepared to provide a status report to the Common Council.

4. Public Comments will be limited to subjects within the jurisdiction and responsibilities of the Authority

Mayor Bosman and Wally Graffen thanked the Authority for their support.

A motion was made by Mr. Carls and seconded by Mr. Potente to adjourn the meeting. The motion passed unanimously (5 ayes; 0 noes). The meeting adjourned at 6:00 p.m.

Certification that the minutes have been approved by the Redevelopment Authority.

Draft

_____

Jeffrey B. Labahn, Secretary

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

Item # K. 2
City of Kenosha
Common Council Agenda
9/21/09

MEMO

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

FROM: A. Zohrab Khaligian, Community Development Specialist AZK

DATE: August 31, 2009

SUBJECT: First Amendment to Development Agreement By and Between Boys and Girls Club of Kenosha, Inc., Boys and Girls Club of Kenosha Foundation, Inc., and City of Kenosha, Wisconsin

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The purpose of this memo is to request that the Common Council adopt the First Amendment to the Development Agreement by and between the Boys and Girls Club of Kenosha, Inc., Boys and Girls Club of Kenosha Foundation, Inc., and City of Kenosha, Wisconsin.

The original Development Agreement was executed on December 21, 2007 for the purpose of the City making a $5,000,000 grant to the Boys and Girls Club of Kenosha for the construction of a new Boys and Girls Club facility at 52nd Street and 14th Avenue. The proposed site is owned by the City of Kenosha and Redevelopment Authority of the City of Kenosha. Construction was to commence no later than October 1, 2009 and be completed no later than December 21, 2010.

Since the execution of the original agreement, the City has worked with the Wisconsin Department of Natural Resources to obtain a DNR closure letter for the proposed site. The proposed site could not be transferred to the Boys and Girls Club until this letter was received, and the Boys and Girls Club could not apply for funding from the National Boys and Girls Club organization until they owned the property. Since the DNR closure letter was received at the end of June 2009, the transfer of the proposed site was delayed until now, which has delayed the Boys and Girls Club funding application and the commencement of construction.

As a result, the changes to the agreement include:

Section II.D: Construction commencing no later than May 31, 2010 with completion no later than June 30, 2011.

Section XIII.F: Removal of Pat Sheehan's name as the City Attorney.

Section XIII.M: New property description to include the entire block owned by the City of Kenosha and Redevelopment Authority of the City of Kenosha.

Please contact me at 653-4030 if you have any questions.

AZK:sks
Attachment

FIRST AMENDMENT TO

DEVELOPMENT AGREEMENT

By and Between

BOYS AND GIRLS CLUB OF KENOSHA, INC.
A Wisconsin Corporation,

BOYS AND GIRLS CLUB OF KENOSHA FOUNDATION, INC.

and

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

THIS FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT (“First Amendment”) is made by and between **BOYS AND GIRLS CLUB OF KENOSHA, INC.**, a Wisconsin Corporation (“**DEVELOPER**”), **BOYS AND GIRLS CLUB OF KENOSHA FOUNDATION, INC.** (“**FOUNDATION**”), and the **CITY OF KENOSHA, WISCONSIN,** a Municipal Corporation, **(“CITY”)**. This First Amendment shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution of this First Amendment of the Development Agreement (“Effective Date”).

DEVELOPER, FOUNDATION, and **CITY** agree to amend the Development Agreement dated December 21, 2007 as follows:

1. **SECTION II.D: Construction Timeline for the Building. DEVELOPER** shall commence construction of the Building no later than May 31, 2010, and substantially complete construction of the Building no later than June 30, 2011. For purposes of this development agreement, the term “substantial completion” shall mean the issuance by the City of an occupancy permit for the respective Building and the Developer and the City have entered into an agreement concerning any uncompleted landscaping or other matters as required by the City in accordance with the usual practices and procedures of the City.

2. **SECTION XIII.F: Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City of Kenosha, Wisconsin Attn: City Clerk 625 52nd Street Kenosha, WI 53140
With a copy to:	City Attorney 625 52nd Street, Room 201 Kenosha, WI 53140

With a copy to:	Brian G. Lanser Quarles and Brady LLP 411 East Wisconsin Avenue #2040 Milwaukee, WI 53202
To the Developer:	Wally Graffen, CEO Boys and Girls Club of Kenosha/CYC Sports PO Box 1761, 1715 52nd Street Kenosha, WI 53141-1761
With a copy to:	David Wilk, Partner Guttormsen, Hartley, Wilk and Higgins, LLP 600 52nd Street, Suite 200 Kenosha, WI 53140

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the third business day after the date when deposited in the United States mail with sufficient postage to effect such delivery.

3. SECTION XIII.M: Exhibit Lists. The following amended Exhibit is attached hereto and incorporated herein by reference:

a. Exhibit "A" - Description of Property.

4. EFFECTIVE DATE. This First Amendment shall be in effect upon approval and execution by **DEVELOPER, FOUNDATION,** and **CITY**. This First Amendment shall be effective on the date of last execution (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

DEVELOPER:

BOYS AND GIRLS CLUB OF KENOSHA, INC.,
A Wisconsin Corporation

By: _____

Name: _____

Title: _____

Date: _____

FOUNDATION:

BOYS AND GIRLS CLUB OF KENOSHA, FOUNDATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

COUNTERSIGNED:

By: _____

Name: _____

Title: City Finance Director

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

CITY OF KENOSHA

Exhibit "A"
Description of the Property

NORTH

Subject Property

0 200'

12-223-31

DCD ~ Community Development Division ~ JBL ~ ZK ~ 7-28-2009 ~ mc

Item # K.3
City of Kenosha
Common Council Agenda
9/21/09

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 7
Jurisdictional Transfer Agreement between Wisconsin Department of Transportation and City of Kenosha, Districts 16 and 17.			

NOTIFICATIONS/PROCEDURES:

The alderman of the districts, Alderman Downing and Bogdala, have been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- Under the agreement, the City will transfer jurisdictional responsibility of certain portions of the I-94 interchange located in the City and the frontage roads to the State.
- The transfers are consistent with the approved Memorandums of Understanding between the City and Wisconsin Department of Transportation and with Section 84.02(8) of the Wisconsin Statutes.
- The Agreement has been reviewed by Public Works Staff and is acceptable.

RECOMMENDATION:

A recommendation is made to approve the Agreement.

Rich Schroeder, Assistant City Planner
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-juris-trans.odt

Jeffrey B. Labahn, Director of City Development

9/4/2009

JURISDICTIONAL TRANSFER AGREEMENT
BETWEEN
WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
CITY OF KENOSHA

This agreement, made and entered into by and between the Wisconsin Department of Transportation, hereinafter called the State, the City of Kenosha, hereinafter called the City, provides for the transfer of the jurisdictional responsibility for 53rd Place-State Highway 158 Interchange; 71st Street, 125th Avenue, and East Frontage Road/Relocated 118th Avenue-State Highway 50 Interchange, all lying within the limits of the City.

Whereas, modifications to I-94 and the frontage road system require the construction of or alteration of local road facilities, and

Whereas, as a part of the State's I-94 Corridor Preservation Project is for the State to have the jurisdictional responsibility of the intersecting roadways between the I-94 relocated frontage roads at each interchange located within Racine and Kenosha County, and the jurisdictional responsibility of the I-94 relocated frontage roads located within Racine and Kenosha County, and

DRAFT

Whereas, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems, and

Whereas, all right-of-way plat sheets and improvement project sheets mentioned in the ***Route Descriptions*** section of this agreement, are made a part of the document by attachment, now

Therefore, the parties hereto do mutually agree to transfer the jurisdictional responsibility for the roadways described below under the conditions described below.

ROUTE DESCRIPTIONS:

A. 53rd Place-State Highway 158 Interchange, from its northeasterly turning radius with West Frontage Road, then generally northeasterly to its cul-de-sac, a distance of approximately 550 feet, all lying within Section 36, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, as indicated in attached Exhibits A1 and A2.

B. 71st Street-State Highway 50 Interchange from its easterly turning radius with 122nd Avenue, then generally westerly and southerly to its southerly turning radius with 125th Avenue, a distance of approximately 1,450 feet, all lying within Section 1 Township 1 North Range 21 East, City of Kenosha, Kenosha County, as indicated in attached Exhibit B.

C. 71st Street-State Highway 50 Interchange, from its easterly turning radius with the West Frontage Road/122nd Avenue, then generally easterly to its westerly turning radius with the new southbound Interstate 94 off-ramp, a distance of approximately 320 feet, all lying within Township 1 North Range 21 East, City of Kenosha, Kenosha County, as indicated in attached Exhibit C.

D. 125th Avenue- State Highway 50 Interchange, from its southerly turning radius with 71st Street, then generally southerly to its northerly turning radius with State Highway 50, a distance of approximately 975 feet, all lying within Section 1, Township 1 North, Range 21 East, City of Kenosha, Kenosha County, as indicated in attached Exhibit D.

E. East Frontage Road/118th Avenue-State Highway 50 Interchange, from its northerly turning radius with State Highway 50, then generally northwesterly a distance of approximately 530 feet, all lying within Section 6, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, as indicated in attached Exhibit E.

DRAFT

F. West Frontage Road/122nd Avenue from its southerly turning radius with 71st Street, then generally northerly to its northerly turning radius with CTH K/60th Street, a distance of approximately 0.75 miles, all lying within Section 1, Township 1 North, Range 21 East, City of Kenosha, Kenosha County, and Section 36, Township 2 North, Range 21 East, Town of Paris as indicated in attached Exhibit I.

RESPONSIBILITIES:

I. **The State shall:**

A. Purchase the Right-of-Way for 53rd Place-State Highway 158 Interchange -as shown on right-of-way plat State Project I.D. 1032-14-20 as indicated in attached Exhibit F.

B. Construct 53rd Place-State Highway 158 Interchange-as shown on improvement plan State Project I.D. 1032-14-74 as indicated in attached Exhibit A.

C. Construct 71st Street-State Highway 50 Interchange, between the new southbound Interstate 94 off-ramp and the new northbound Interstate 94 on-ramp as shown on improvement plan State Project I.D. 1030-23-72 as indicated in attached Exhibit G.

DRAFT

D. Obliterate East Frontage Road/118th Avenue-State Highway 50 Interchange, between relocated 118th Avenue, and the new northbound on-ramp as shown on improvement plan State Project I.D. 1032-02-72 as indicated in attached Exhibit H.

E. Transfer improvement, operational and maintenance responsibility of 53rd Place-State Highway 158 Interchange to the City described in **ROUTE DESCRIPTIONS A** on the first November 15th after the state has completed the project listed in IB.

F. Accept improvement, operational and maintenance responsibility of 71st Street-State Highway 50 Interchange described in **ROUTE DESCRIPTIONS B** from the City on the first November 15th after the state has completed the project listed in IC and ID.

G. Accept improvement, operational and maintenance responsibility of 71st Street-State Highway 50 Interchange to the City described in **ROUTE DESCRIPTIONS C** on the first November 15th after the state has completed the project listed in IC.

H. Accept improvement, operational and maintenance responsibility of 125th Avenue- State Highway 50 Interchange from the

City described in **ROUTE DESCRIPTIONS D** on the first November 15th after the state has completed the project listed in IC and ID.

I. Accept improvement, operational and maintenance responsibility of East Frontage Road-State Highway 50 Interchange from the City described in **ROUTE DESCRIPTIONS E** on the first November 15th after the state has completed the project listed in ID.

J. Accept improvement, operational and maintenance responsibility of West Frontage Road/122nd Avenue from the City to the State described in **ROUTE DESCRIPTIONS F** after the city has completed the project listed in IIF.

II. The City shall:

A. Accept improvement, operational and maintenance responsibility of 53rd Place-State Highway 158 Interchange from the State described in **ROUTE DESCRIPTIONS A** on the first November 15th after the state has completed the project listed in IB.

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B. Transfer improvement, operational and maintenance responsibility of 71st Street-State Highway 50 Interchange described in **ROUTE DESCRIPTIONS B** to the State on the first November 15th after the state has completed the project listed in IC and ID.

C. Transfer improvement, operational and maintenance responsibility of 71st Street-State Highway 50 Interchange from the State described in **ROUTE DESCRIPTIONS C** on the first November 15th after the state has completed the project listed in IC.

D. Transfer improvement, operational and maintenance responsibility of 125th Avenue- State Highway 50 Interchange to the State described in **ROUTE DESCRIPTIONS D** on the first November 15th after the state has completed the project listed in IC and ID.

E. Transfer improvement, operational and maintenance responsibility of East Frontage Road-State Highway 50 Interchange to the State described in **ROUTE DESCRIPTIONS E** on the first November 15th after the state has completed the project listed in ID.

A. Construct West Frontage Road/122nd Avenue as described in **ROUTE DESCRIPTIONS F**, as shown on improvement plan Local Project I.D. _____ by December 31, 2010 and according to conditions of

the Memorandum of Understanding dated June 19, 2009 between the Department and City of Kenosha as indicated in attached Exhibit J.

B. Transfer improvement, operational and maintenance responsibility of West Frontage Road/122nd Avenue to the State described in **ROUTE DESCRIPTIONS F** after the city has completed the project listed in IIF.

APPROVAL

This Agreement is approved and enacted by:

_____

_____

Authorized Signature Date
City of Kenosha

DRAFT

_____ _____

Authorized Signature Date
Wisconsin Department of Transportation

Exhibit A1

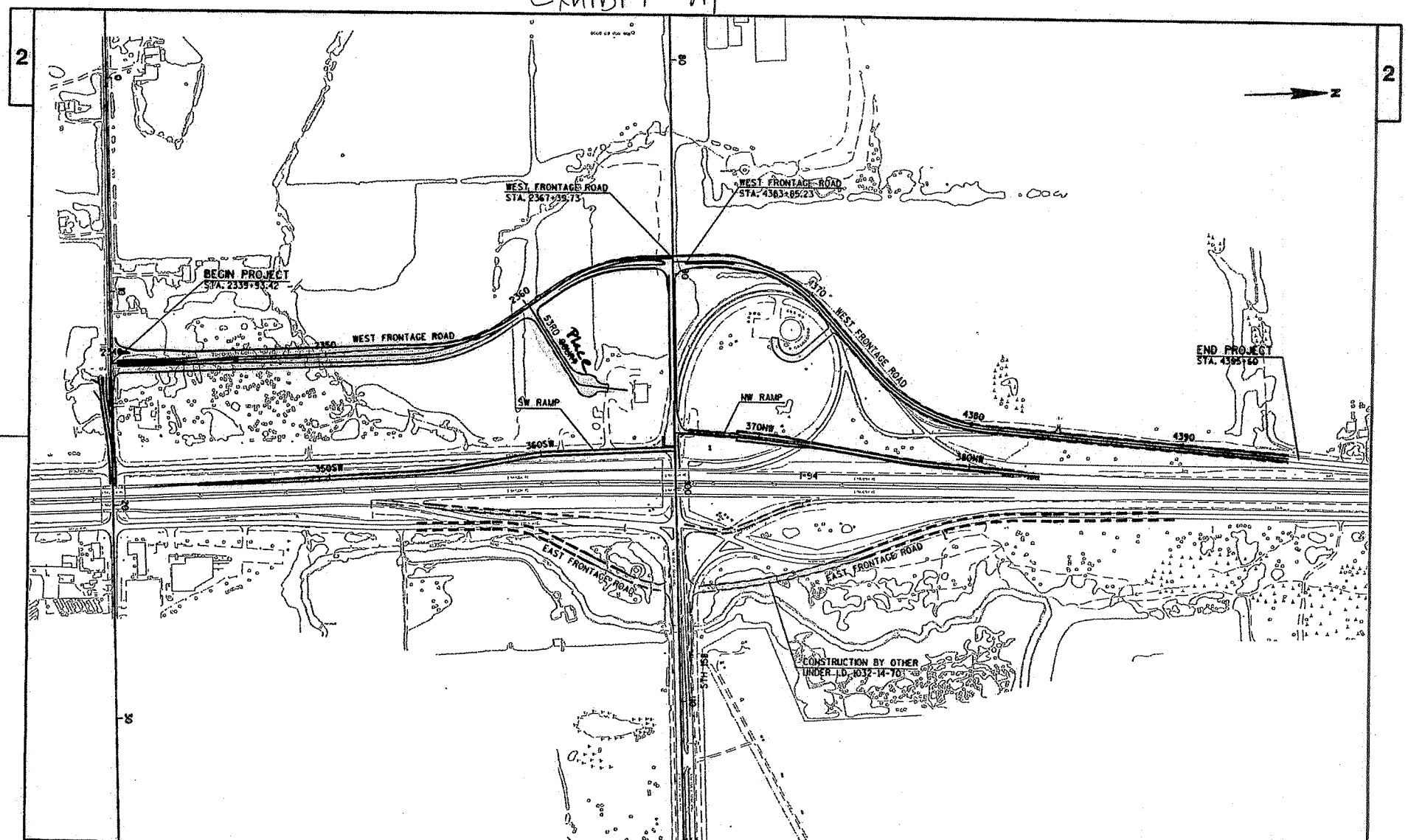

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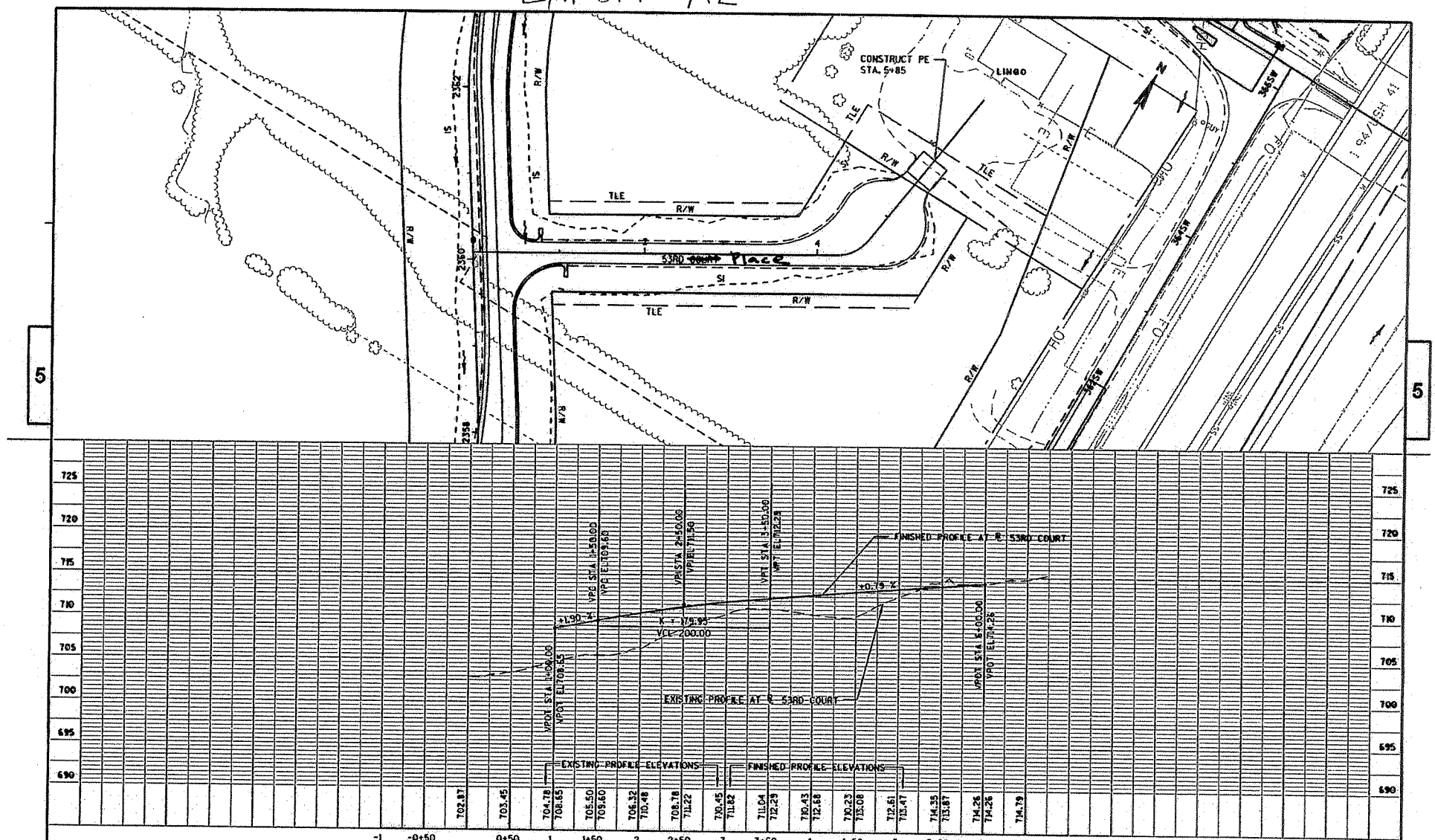
Exhibit A2



PROJECT NO:1032-14-74	HWY:I-94	COUNTY:KENOSHA	PLAN & PROFILE 53RD COURT	SHEET	E

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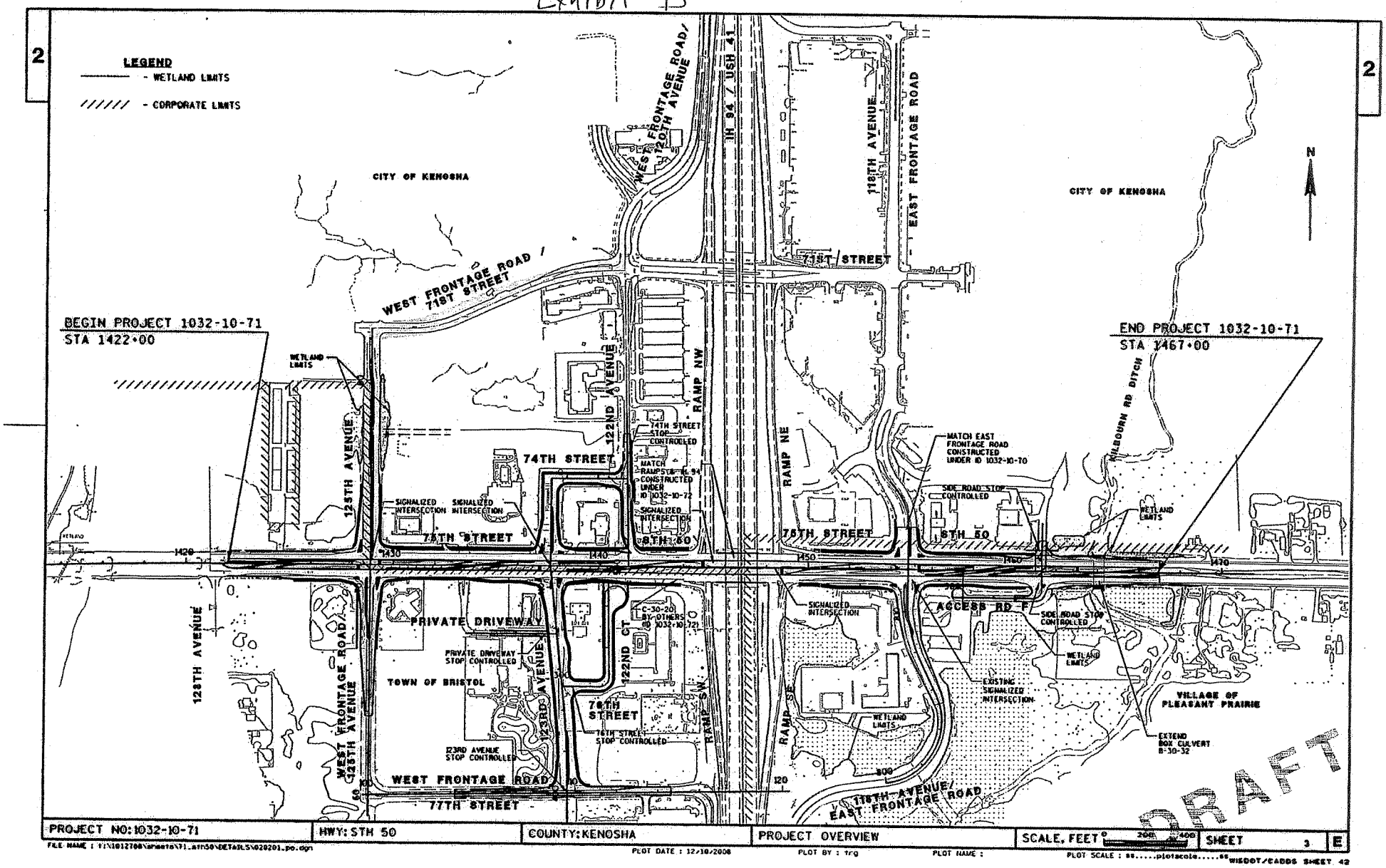
WISDOT/CADDS SHEET 40

Exhibit B



2
LEGEND
- WETLAND LIMITS
- CORPORATE LIMITS
CITY OF KENOSHA
WEST FRONTAGE ROAD/ 120TH AVENUE
IH 94 / USH 41
118TH AVENUE
EAST FRONTAGE ROAD
71ST STREET
WEST FRONTAGE ROAD / 71ST STREET
BEGIN PROJECT 1032-10-71
STA 1422+00
END PROJECT 1032-10-71
STA 1467+00
WETLAND LIMITS
125TH AVENUE
122ND AVENUE
RAMP NW
RAMP NE
74TH STREET
74TH STREET STOP CONTROLLED
MATCH RAMPS & IH 94 CONSTRUCTED UNDER ID 1032-10-72
SIGNALIZED INTERSECTION
SIGNALIZED INTERSECTION
75TH STREET
STH 50
MATCH EAST FRONTAGE ROAD CONSTRUCTED UNDER ID 1032-10-70
SIDE ROAD STOP CONTROLLED
KILBOURN RD DITCH
WETLAND LIMITS
1420
1430
1440
1450
1460
1470
128TH AVENUE
WEST FRONTAGE ROAD/ 125TH AVENUE
PRIVATE DRIVEWAY
PRIVATE DRIVEWAY STOP CONTROLLED
TOWN OF BRISTOL
123RD AVENUE
122ND CT
C-30-20 BY OTHERS ID 1032-10-72
76TH STREET
76TH STREET STOP CONTROLLED
123RD AVENUE STOP CONTROLLED
RAMP SW
RAMP SE
SIGNALIZED INTERSECTION
ACCESS RD F
SIDE ROAD STOP CONTROLLED
WETLAND LIMITS
EXISTING SIGNALIZED INTERSECTION
WETLAND LIMITS
VILLAGE OF PLEASANT PRAIRIE
EXTEND BOX CULVERT B-30-32
WEST FRONTAGE ROAD
77TH STREET
118TH AVENUE/ EAST FRONTAGE ROAD
DRAFT
PROJECT NO: 1032-10-71
HWY: STH 50
COUNTY: KENOSHA
PROJECT OVERVIEW
SCALE, FEET 0 200 400
SHEET 3
E
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PLOT BY : trg
PLOT NAME :
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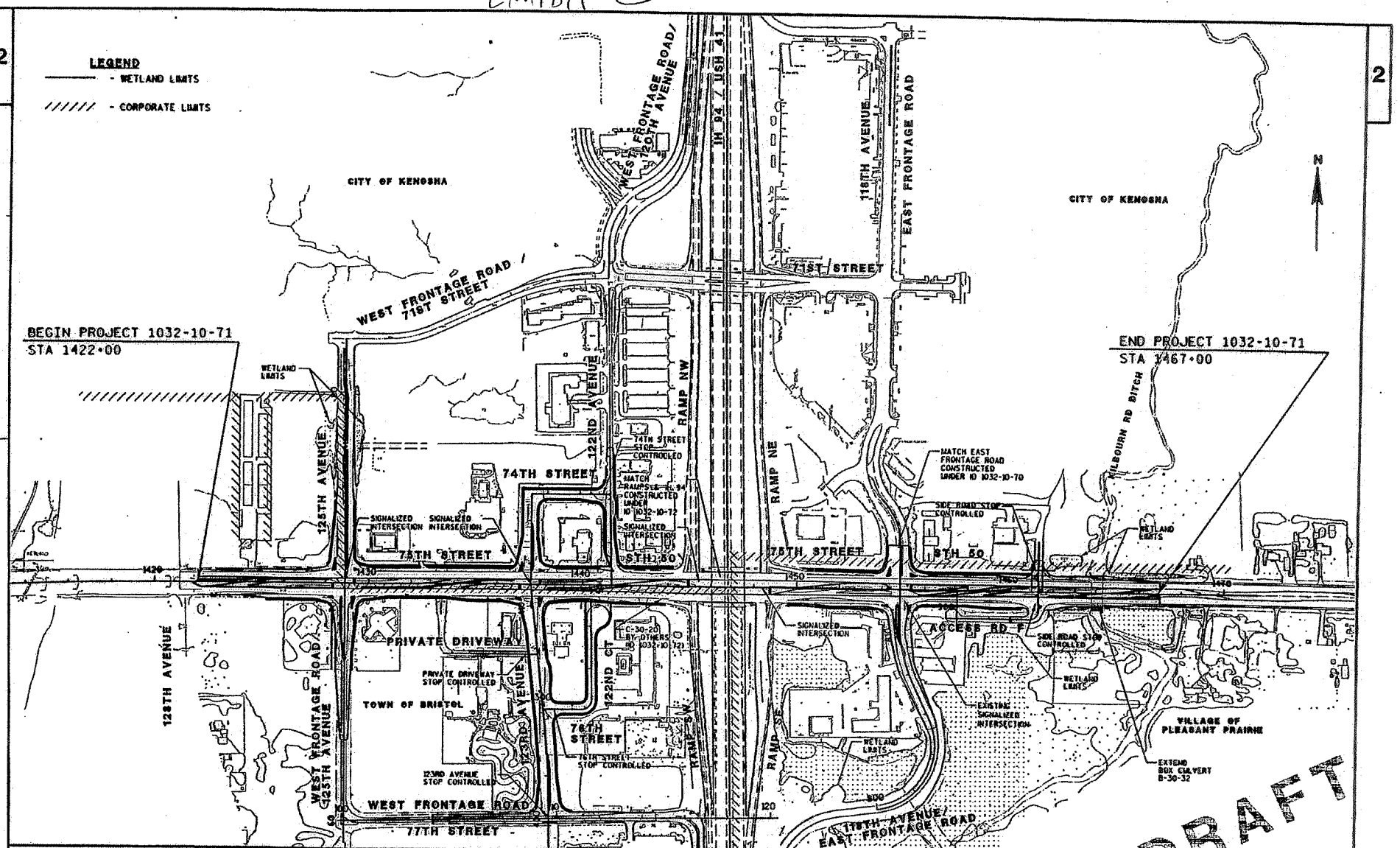
WISDOT/CADDS SHEET 42

Exhibit C



PROJECT NO: 1032-10-71	HWY: STH 50	COUNTY: KENOSHA	PROJECT OVERVIEW	SCALE, FEET 0 200 400	SHEET 3	E

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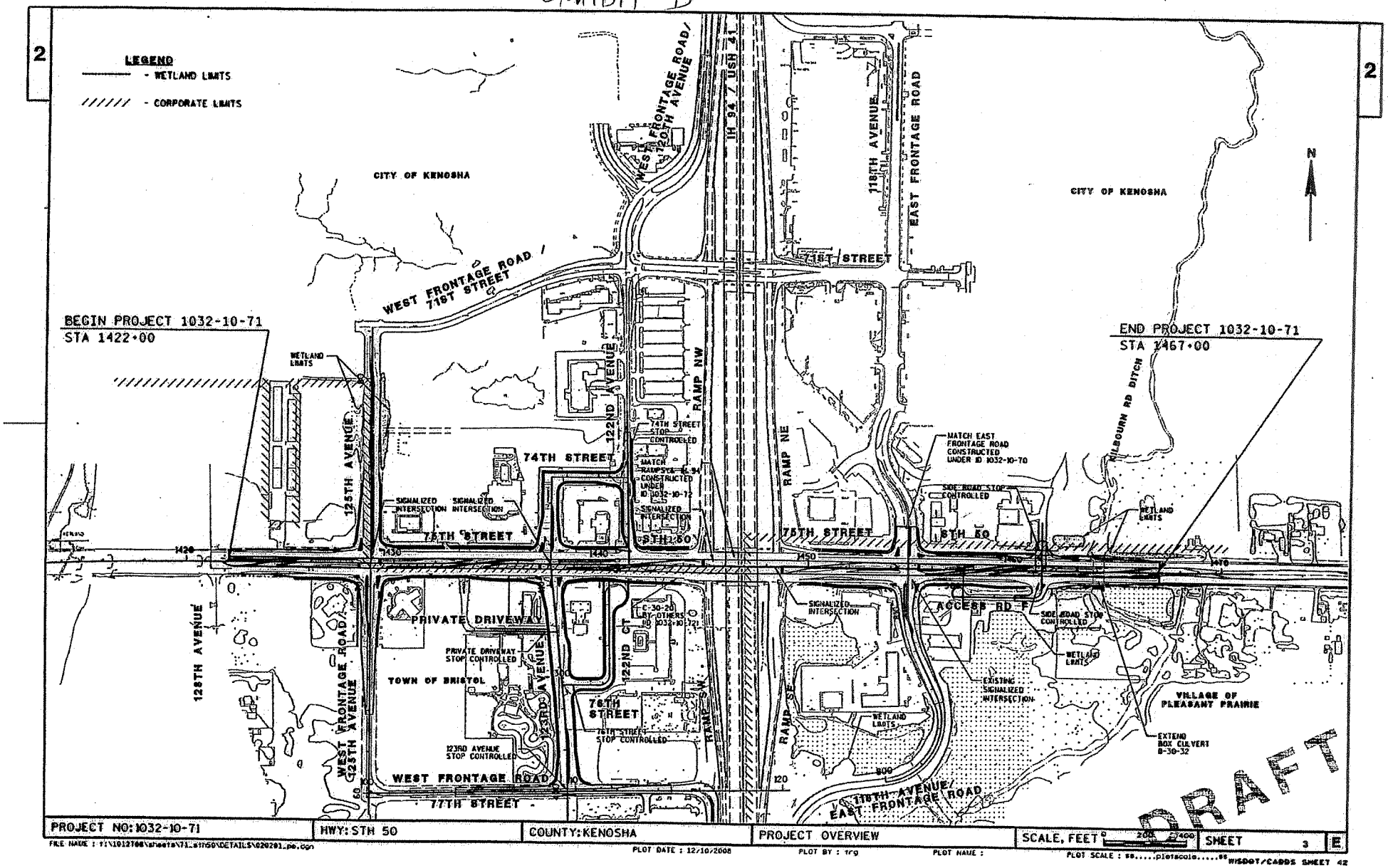
Exhibit D



2
LEGEND
- WETLAND LIMITS
- CORPORATE LIMITS
CITY OF KENOSHA
WEST FRONTAGE ROAD / 720TH AVENUE
IH 94 / USH 41
118TH AVENUE
EAST FRONTAGE ROAD
71ST STREET
WEST FRONTAGE ROAD / 71ST STREET
BEGIN PROJECT 1032-10-71
STA 1422+00
END PROJECT 1032-10-71
STA 1467+00
WETLAND LIMITS
125TH AVENUE
122ND AVENUE
RAMP NW
RAMP NE
74TH STREET
74TH STREET STOP CONTROLLED
MATCH RAMPS & IH 94 CONSTRUCTED UNDER ID 1032-10-72
SIGNALIZED INTERSECTION
75TH STREET
STH 50
MATCH EAST FRONTAGE ROAD CONSTRUCTED UNDER ID 1032-10-70
SIDE ROAD STOP CONTROLLED
KILBOURN RD DITCH
1420
1430
1440
1450
1460
1470
128TH AVENUE
WEST FRONTAGE ROAD / 123RD AVENUE
PRIVATE DRIVEWAY
PRIVATE DRIVEWAY STOP CONTROLLED
TOWN OF BRISTOL
123RD AVENUE
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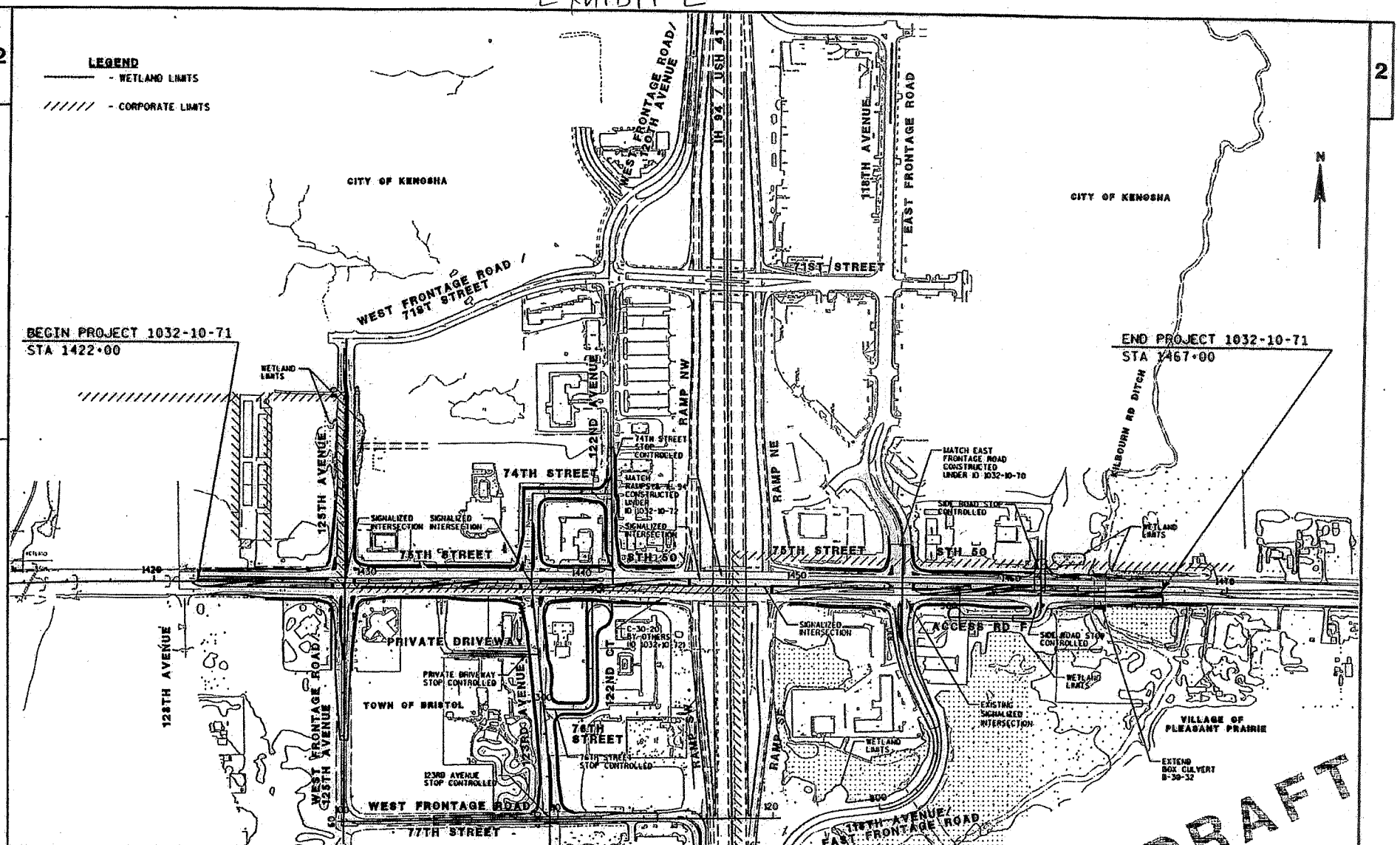
76TH STREET
76TH STREET STOP CONTROLLED
123RD AVENUE STOP CONTROLLED
RAMP SW
RAMP SE
ACCESS RD F
EXISTING SIGNALIZED INTERSECTION
VILLAGE OF PLEASANT PRAIRIE
EXTEND BOX CULVERT B-30-32
WEST FRONTAGE ROAD
77TH STREET
118TH AVENUE / EAST FRONTAGE ROAD
DRAFT
PROJECT NO: 1032-10-71
HWY: STH 50
COUNTY: KENOSHA
PROJECT OVERVIEW
SCALE, FEET
SHEET 3
E
FILE NAME : t:\1012708\sheets\71_sth50\DETAILS\020201_pe.dgn
PLOT DATE : 12/10/2008
PLOT BY : trg
PLOT NAME :
PLOT SCALE : ss.....plotscale.....ss
WISDOT/CADDS SHEET 42

Exhibit E



2
LEGEND
- WETLAND LIMITS
- CORPORATE LIMITS
CITY OF KENOSHA
WEST FRONTAGE ROAD / 120TH AVENUE
IH 94 / USH 41
118TH AVENUE
EAST FRONTAGE ROAD
71ST STREET
WEST FRONTAGE ROAD / 71ST STREET
BEGIN PROJECT 1032-10-71
STA 1422+00
END PROJECT 1032-10-71
STA 1467+00
WETLAND LIMITS
125TH AVENUE
122ND AVENUE
RAMP NW
RAMP NE
74TH STREET
74TH STREET STOP CONTROLLED
MATCH RAMPS & IH 94 CONSTRUCTED UNDER ID 1032-10-72
SIGNALIZED INTERSECTION
75TH STREET
STH 50
MATCH EAST FRONTAGE ROAD CONSTRUCTED UNDER ID 1032-10-70
SIDE ROAD STOP CONTROLLED
KILBOURN RD DITCH
1420
1430
1440
1450
1460
1470
128TH AVENUE
WEST FRONTAGE ROAD / 125TH AVENUE
PRIVATE DRIVEWAY
PRIVATE DRIVEWAY STOP CONTROLLED
TOWN OF BRISTOL
123RD AVENUE
123RD AVENUE STOP CONTROLLED
122ND CT
C-30-201 BY OTHERS ID 1032-10-72
76TH STREET
76TH STREET STOP CONTROLLED
RAMP SW
RAMP SE
ACCESS RD F
EXISTING SIGNALIZED INTERSECTION
VILLAGE OF PLEASANT PRAIRIE
EXTEND BOX CULVERT B-30-32
WEST FRONTAGE ROAD
77TH STREET
118TH AVENUE / EAST FRONTAGE ROAD
DRAFT
PROJECT NO:1032-10-71
HWY: STH 50
COUNTY:KENOSHA
PROJECT OVERVIEW
SCALE, FEET
SHEET 3
E
FILE NAME : T:\1012708\sheets\71_sth50\DETAILS\020201_po.dgn
PLOT DATE : 12/10/2008
PLOT BY : trg
PLOT NAME :
PLOT SCALE : ss.....plotscale.....ss
WISDOT/CADDS SHEET 42

Exhibit F

TRANSPORTATION PROJECT PLAT NO: 1032-14-20 - 4.01

AMENDMENT 1 - AMENDS PARCEL 3 OF TRANPORTATION PROJECT PLAT NUMBER 1032-14-20 - 4.01, RECORDED AS DOCUMENT 1552967

THAT PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 21 EAST IN THE CITY OF KENOSHA AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 21 EAST, TOWN OF PARIS, KENOSHA COUNTY, WISCONSIN.

RELOCATION ORDER: INTERSTATE 94 AND STH 158 KENOSHA COUNTY

TO PROPERLY ESTABLISH, LAY OUT, OPEN, DRAINAGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY HEREINAFTER NAMED, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.09 (2) AND 84.09, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREIN DECLARES THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

CONVENTIONAL ABBREVIATIONS

ACCESS POINT	AP	RELEASE OF RIGHTS	ROR	FOUND IRON PIPE/PIN	
ACCESS RIGHTS	AR	REMAINING	REM.		
ACRES	AC.	RIGHT-OF-WAY	R/W	R/W MONUMENT	
AND OWNERS	ET.AL.	SECTION	SEC.	R/W STANDARD	
CENTERLINE	C/L	STATION	STA.	SIGN	
CERTIFIED SURVEY MAP	CSM	TEMPORARY LIMITED EASEMENT	TLE	SECTION CORNER MONUMENT	
CORNER	COR.	VOLUME	V.	SECTION CORNER SYMBOL	
DOCUMENT	DOC.				
EASEMENT	EASE.			FEE (WITH VARIES)	
HIGHWAY EASEMENT	H.E.			TEMPORARY LIMITED EASEMENT	
LAND CONTRACT	LC			PERMANENT LIMITED EASEMENT	
MINIMUM	MIN.			R/W BOUNDARY POINT	
PAGE	P.			PARCEL NUMBER	
PERMANENT LIMITED EASEMENT	PLE			SIGN MARKER	
PROPERTY LINE	PL			NOT FENCED	
REDUCED AS	RDDD			BUILDING	
REFERENCE LINE	R.L.				

CURVE DATA

LENG CHORD	LCH		
LENG CHORD BEARING	LCB		
RADIUS	R		
DEGREE OF CURVE	D		
CENTRAL ANGLE OR DELTA	DELTA		
LENGTH OF CURVE	L		
TANGENT	TAN		

CONVENTIONAL SYMBOLS

PROPOSED R/W LINE	
EXISTING R.L. LINE	
PROPERTY LINE	
LOT & TR LINES	
SLOPE INTERCEPTS	
CORPORATE LIMITS	
NO ACCESS BY PREVIOUS ACQUISITION CONTROLS	
NO ACCESS BY ADJUSTMENT	
NO ACCESS BY STATUTORY AUTHORITY	
SECTION LINE	
QUARTER LINE	
SIXTEENTH LINE	
EXISTING CENTERLINE	
PROPOSED REFERENCE LINE	
PARALLEL OFFSET	

CONVENTIONAL UTILITY SYMBOLS

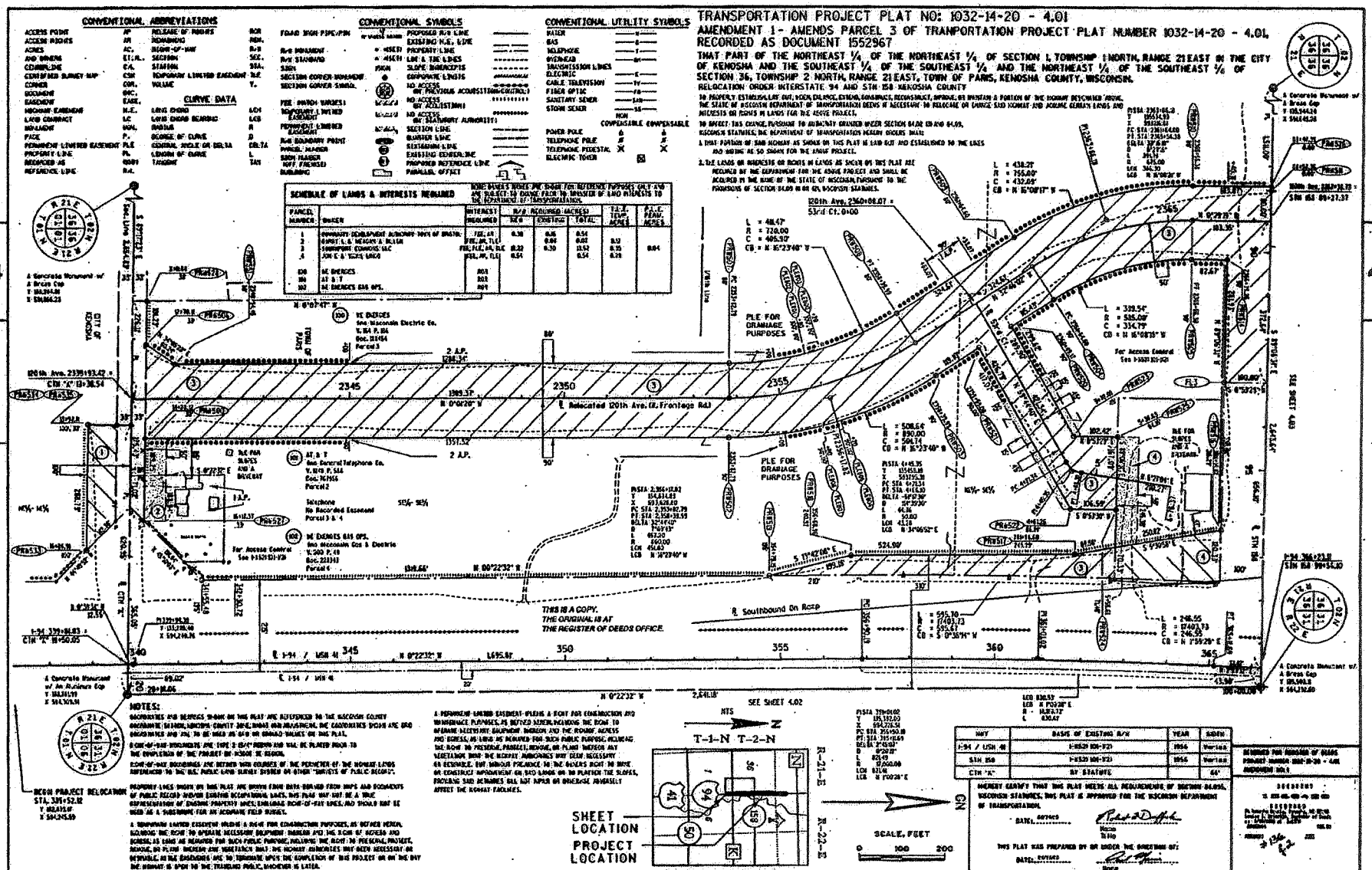
WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES ELECTRIC	OH
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS

	COMPENSABLE	COMPENSABLE
POWER POLE		
TELEPHONE POLE		
TELEPHONE PEDESTAL		
ELECTRIC TOWER		

SCHEDULE OF LANDS & INTERESTS REQUIRED

SOME PARCEL NUMBERS MAY BE SKIPPED FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO THE DEPARTMENT OF TRANSPORTATION.

PARCEL NUMBER	OWNER	INTEREST REQUIRED	R/W REQUIRED (ACRES) NET	EXISTING	TOTAL	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES
1	KENOSHA DEVELOPMENT AUTHORITY 1004 OF KENOSHA	FEE, LE	0.38	0.06	0.54		
2	GARVEY L. & MEAGHER A. BLAIN	FEE, PE, TLE		0.04	0.02	0.12	
3	SHOPPERS COMMONS LLC	FEE, PLE, PE, TLE	0.22	0.30	13.92	0.35	0.04
4	JOHN C & VICKI LANDS	FEE, PE, TLE	0.54		0.54	0.28	
100	NE ENERGIES	RCE					
101	AT & T	RCE					
102	NE ENERGIES GAS OPS.	RCE					



HWY	BASIS OF EXISTING R/W	YEAR	WIDTH
I-94 / USH 41	I-1520 104-121	1966	Varies
STH 158	I-1520 104-121	1966	Varies
CTH "K"	BY STATUTE		66'

HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF SECTION 84.095, WISCONSIN STATUTES. THIS PLAT IS APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

DATE: 6/17/2003 — Robert D. Duffek, Director, Bureau of Rail & Water

THIS PLAT WAS PREPARED BY OR UNDER THE DIRECTION OF:

DATE: 6/17/2003 — Rick Rose

NOTES:

COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE REFERENCED TO THE WISCONSIN COORDINATE SYSTEM, KENOSHA COUNTY ZONE, NAD83 (1991) ADJUSTMENT. THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS PLAT.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (5/8") IRON AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT PER NCHRP 5C REPORT.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD".

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF ENCLOSING PROPERTY LINES; DRAINAGE RIGHT-OF-WAY LINES, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

A TEMPORARY LIMITED EASEMENT GRANTS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF ACCESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE, AS THE EASEMENTS ARE TO TERMINATE UPON THE COMPLETION OF THIS PROJECT OR ON THE DAY THE HIGHWAY IS OPEN TO THE TRAVELING PUBLIC, WHICHEVER IS LATER.

A PERMANENT LIMITED EASEMENT GRANTS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO MAINTAIN HEREIN ANY EQUIPMENT THEREON AND THE RIGHT OF ACCESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE, AS THE EASEMENTS ARE TO TERMINATE UPON THE COMPLETION OF THIS PROJECT OR ON THE DAY THE HIGHWAY IS OPEN TO THE TRAVELING PUBLIC, WHICHEVER IS LATER.

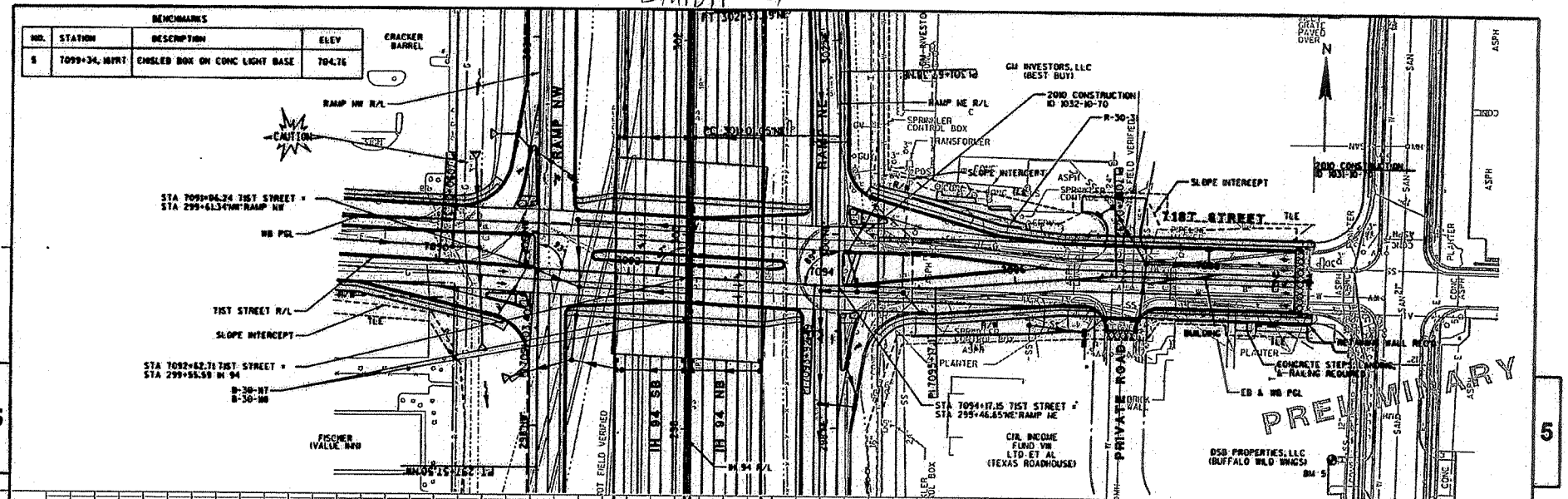
THE OWNERS RETAIN THE RIGHT TO MAINTAIN, OR CONSTRUCT IMPROVEMENTS ON, AND LANDS ON TO PLANTER THE SLOPES, PROVIDING SAID IMPROVEMENTS DO NOT IMPEDE OR DISCOURAGE IMMEDIATELY AFFECT THE HIGHWAY FACILITIES.

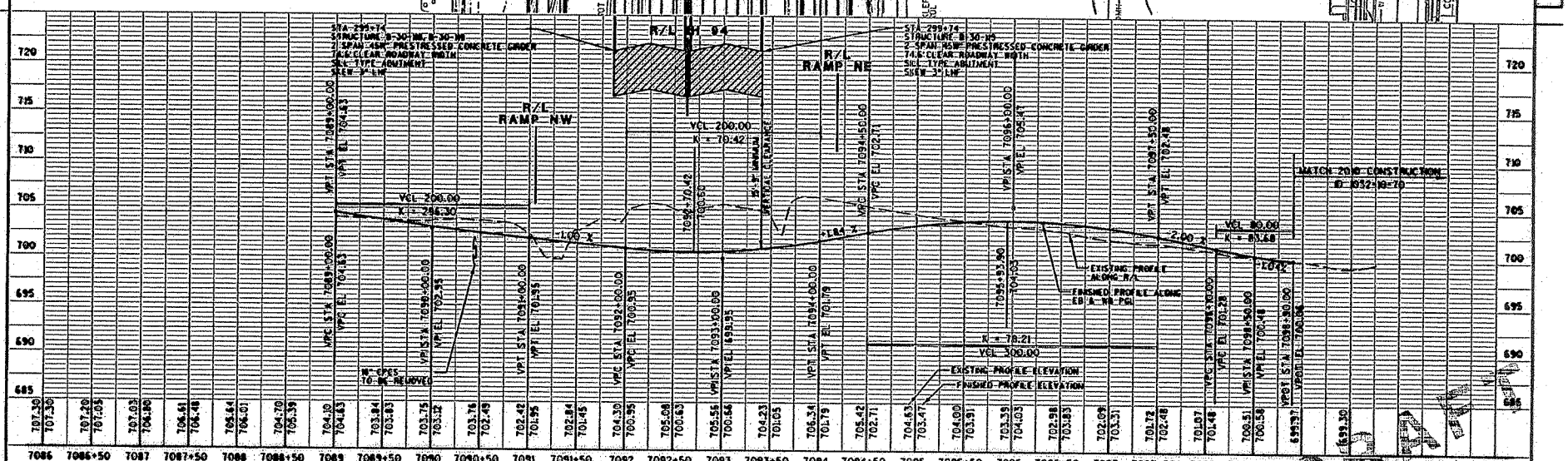
NOTICE FOR RECORDING OF MAPS
PROJECT NUMBER 1032-14-20 - 4.01
AMENDMENT NO. 1

DOCUMENT NO. 1552967
TO Register of Deeds, Kenosha Co. WI
Recorded at 8:00 AM
Date 6/18/2003
Fee $ 15.00
Signature
Recorded by
Return to
Rec'd 6/18/2003

Exhibit G

BENCHMARKS			
NO.	STATION	DESCRIPTION	ELEV
5	7099+34, 18.9RT	CHISLED BOX ON CONC LIGHT BASE	704.76

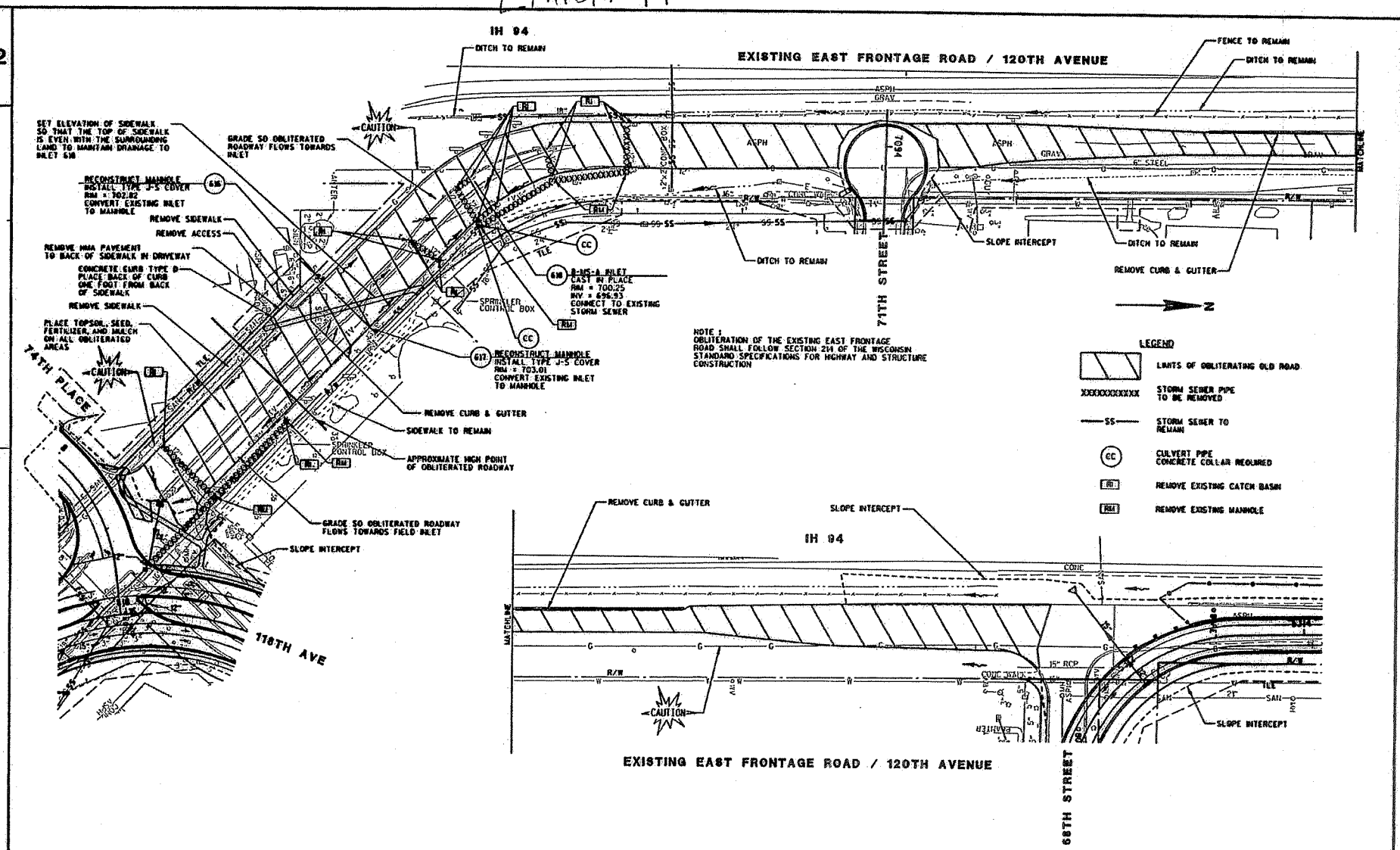




PROJECT NO:1032-10-72	HWY:IH 94/STH 50	COUNTY:KENOSHA	PLAN & PROFILE - 71ST STREET	SCALE, FEET 0 50 100	SHEET 89	E

FILE NAME : T:\1012700\sheets\72.mainline\plprof\050129_pp-71st.dgn PLOT DATE : 12/10/2008 PLOT BY : trg PLOT NAME : PLOT SCALE : 50.....plotscale.....50 WISDOT/CADDS SHEET 40

Exhibit H



PROJECT NO: 1032-10-70	HWY: IH 94/STH 50	COUNTY: KENOSHA	PLAN DETAIL - OBLITERATING OLD ROAD	SCALE, FEET 0 50 100	SHEET 33	E

FILE NAME : T:\1012700\sheets\70_50sfr\details\021014_pd.DGN PLOT DATE : 5/1/2009 PLOT BY : vdw PLOT NAME : PLOT SCALE : 50.....plotscale.....50 WISDOT/CADDS SHEET 42

Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Jim Doyle, Governor
Frank J. Busalacchi, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662
E-Mail: waukesha.dtd@dot.state.wi.us

July 1st, 2009

City of Kenosha
Attn: Ms. Debra L. Salas
Deputy City Clerk/Treasurer
625 52nd Street
Kenosha, WI 53140-3480

Dear Ms. Salas:

Please find enclosed a fully executed original document of the Memorandum of Understanding between the City of Kenosha and the Wisconsin Department of Transportation.

Should you have any questions, please feel free to contact me directly at 262-548-8704.

Sincerely,

Todd D. Becker, P.E.
SE Region Planning Supervisor

ec: Frank Pacetti – City Administrator

MEMORANDUM OF UNDERSTANDING
(MOU No. 3)
between
The City of Kenosha
and
The Wisconsin Department of Transportation

This memorandum of understanding (MOU) summarizes the future WIS 50, I-94 Frontage Roads, and I-94 right of-way improvement agreements between the City of Kenosha (City), and the Wisconsin Department of Transportation (State) for the developable land located generally south of County Highway K, West of I-94, north of WIS 50 and east of and including 156th Avenue. This MOU supersedes and replaces the previously executed MOU No. 1 between the City and State executed by the Mayor of Kenosha on July 24, 2007, along with any references contained in the May 9, 2007 Kenosha Towne Center letter; and the previously executed MOU No. 2 between the City and State executed by the Mayor of Kenosha on September 2, 2008 along with any references contained in the March 27, 2007 Bristol Neighborhood letter. While this document attempts to summarize the pertinent requirements stated in previous MOU's between the City and State along with various correspondence and a number of discussions between the City and State, this document shall supersede all others and take precedence.

I. CITY RESPONSIBILITIES:

A. Coordinate with the State and provide any requested input or needed assistance to the State for the reconstruction of the WIS Highway 50 and I-94 Interchange, WIS Highway 50 and West Side Frontage Road reconstruction projects.

B. Cooperate with the State in the acquisition of required right-of-way from the Cracker Barrel and Country Inn as needed for the improvement of 71st Street west of I-94 and the proposed split diamond interchange. The City will be responsible for acquiring the needed right-of-way for the re-aligned West Frontage Road from County Highway K south to 71st Street, and for the construction of a two-lane facility. Acquisition of this right-of-way and road construction is subject to reimbursement from State. For details see State Responsibilities.

C. Implement improvements needed for the I-94 reconstruction projects as follows:

1. **On County Highway K.** City shall be responsible for reconstructing County Highway K from the westerly transition terminus easterly to the east curb return of the existing west frontage road to match up with the grade change and geometrics at the intersection of the relocated West Side Frontage Road and County Highway K in conjunction with the State's project for the north leg of the intersection in 2009. The City's responsibility shall include the west and east legs of the intersection, along with the main intersection. In addition, the City shall connect the reconstructed County Highway K with the existing west frontage road. City shall provide one through lane both eastbound and westbound, and an opposing left turn lane at the relocated West Frontage Road. A portion of this work, from the east curb return of the relocated West Frontage Road to the east curb return of the existing west frontage road is subject to reimbursement by the State. For details see State Responsibilities.
2. **On the West Frontage Road relocation south of County Highway K.** City shall be responsible for acquiring sufficient right-of-way, relocating and constructing the West Side Frontage Road at a new location to the west of the existing frontage road consistent with the State project to realign the West Side Frontage Road north of County Highway K. The City shall complete this work by December 31, 2010. Upon opening the relocated West Frontage road to traffic, the City shall discontinue the connections of the existing west frontage road to both County Highway K and to 71st Street. The City will be responsible for providing alternate access to the existing residence(s) and business establishment(s) fronting on the existing west frontage road. At the south leg of the intersection of the relocated West Frontage Road and County Highway K, the City shall provide lane configurations to match the State project in the north leg, and will transition to one through lane in each direction and run it south to the intersection with 71st Street. In the future, when development proceeds, the City and/or developer will pay for all improvements to the frontage road and affected adjoining streets as may be required to serve future

developments. Costs associated with the relocation of the existing west frontage road are subject to reimbursement by the State. For details see State Responsibilities.

D. Coordinate with the State prior to development within the Bristol Neighborhood to identify responsibility for future required improvements. Implement future improvements for development as it may occur and as may be required by State relative to traffic impact analysis reviews for any and all such developments prior to granting occupancy. Future requirements will depend on the nature of any future development project along with respective updates in the traffic impact analysis.

E. City will require dedication of all necessary rights-of-way and provide all necessary temporary limited easements required to install all of the improvements in public road right-of-way for future developments within the Bristol Neighborhood as required.

F. On the West Frontage Road, City shall be responsible for obtaining future right-of-way dedications within the City of Kenosha for the ultimate West Frontage Road and at the County Highway K intersection as development occurs.

G. On the East Frontage Road at County Highway K, City will utilize developer and property assessment's to pay for the work for reconstruction of the entire intersection as development occurs north, east and south of the intersection, commensurate with the City's jurisdiction. The City's responsibilities for the west leg of the intersection of the East Frontage Road at County Highway K will be to reconstruct CTH K to the west frontage road as development occurs. It is understood that County Highway K will be reconstructed and widened by Kenosha County should the Menomonee Indian casino be built. This may alleviate the City's responsibility at this location. Work will be coordinated with the State.

H. City will reconstruct 122nd Avenue from 75th Street to 71st Street with an urban cross section.

I. Update the Traffic Impact Analysis (TIA) in accordance with State Guidelines if the proposed uses within the development areas are changed and would generate increased trips to WIS 50 or the I-94 West Frontage Road. When areas within the Bristol Neighborhood that were not identified in the TIA produce development plans for approval the TIA should be updated. Any future TIA shall include an analysis of the intersection of WIS 50 and 136th Avenue.

J. Plan future development within the Bristol Neighborhood to promote an east-west public street system to provide internal connections to the I-94 West Frontage Road.

K. Coordinate with State prior to the granting of access to developments along the I-94 West Frontage Road for the sections that are currently within the jurisdiction of the City (71st Street and 125th Avenue). City shall coordinate with State to control access to the newly aligned West Frontage Road from County Highway K to 71st Street to have controlled intersections at approximately ¼ mile spacing at public streets and right-in/right-out access to public or private roadways at approximately 1/8 mile spacing. Individual business access will not be allowed from the frontage road.

L. Require installation of the improvements at the WIS 50 and County Highway MB intersection as described in the State letter dated January 22, 2004 as a condition of the next subdivision plat within the Strawberry Creek development prior to the issuance of building permits for the next subdivision plat.

M. Relinquish jurisdiction of the West Frontage Road from County Highway K to 71st Street; 71st Street from the East Frontage Road to 125th Avenue; 125th Avenue from 71st Street to WIS 50; and the East Frontage Road system, all of which will be under the jurisdiction of the STATE. Specifics will be addressed in a separate jurisdictional transfer agreement letter.

N. Upon future redevelopment of the existing Brat Stop site in the northwest quadrant of the intersection, the City shall require the dedication of 12' of right-of-way along the west side of 123rd Avenue from WIS 50 to 74th Street. The right-of-way is needed at this intersection to accommodate future traffic needs.

O. The City acknowledges that at a future date the access from WIS 50 to 122nd Avenue may be removed by the State, dependent on safety and operational issues. Right-in only movements will be allowed at this intersection, with access to WIS Highway 50 available via 123rd Avenue and 125th Avenue.

P. City shall compensate the State for the fourth additional westbound through lane on WIS 50 from I-94 southbound ramp through 125th Avenue based on traffic needs as identified in an updated TIA resulting from future economic development.

II. STATE RESPONSIBILITIES

A. Complete the construction of the WIS 50 & I-94 interchange project by 2013. This includes:
   1. Construction of a six-lane divided facility on WIS 50 from 125th Avenue to 118th Avenue. The State will be responsible for the construction of the right-turn lanes on WIS 50 within the project limits.
   2. State will be responsible for installing a fully actuated signal on WIS 50 at 123rd Avenue as part of the WisDOT reconstruction project.
   3. Construction of the split diamond interchange with the north ramps at 71st Street.
   4. Construct the new 123rd Avenue and 74th Street from WIS 50 to 122nd Avenue.
   5. Reconstruct the WIS 50 & 122nd Avenue intersection to allow right-in movements only.
   6. Resurface 71st Street from 122nd Avenue to 125th Avenue.
   7. Resurface 125th Avenue from 71st Street to 75th Street.
   8. Construct the I-94 structures over 71st Street.
   9. Construct the 71st Street connection from the I-94 southbound ramps to the relocated I-94 East Frontage Road.
   10. Relocate the I-94 East Frontage Road to the current private Woodman's roadway and construct a new connection to the existing frontage road.
   11. State will design and reconstruct the interchange of I-94 with WIS 50 to a split diamond interchange between 71st Street and WIS 50.
   12. Relocate the north leg of West Frontage Road 740 feet or greater west of the existing East Frontage Road intersection with County Highway K.

B. Purchase all right-of-way needed for the relocation of the East Frontage Road, Project ID 1032-10-70, at State's cost, including the cost to relocate the existing public art structure.

C. Complete the construction of the north leg of the proposed split diamond interchange at 71st Street no later than 2013 at the State's cost.

D. Construct the 71st Street connection from the I-94 West Frontage Road to the I-94 southbound ramps.

E. Design and construct the relocated West Frontage Road intersection with County Highway K, north leg only. East, west, south legs and main interior of the intersection will be designed and constructed by others.

F. The State, in cooperation with the City, will determine the appropriate timeframe(s) for the implementation of the 8-lane capacity expansion to WIS 50 from 125th Avenue to 118th Avenue based on traffic warrants and/or developments not yet submitted to the City at the State's cost.

G. The State, in cooperation with the City, will determine the appropriate timeframe(s) for the implementation of the 6-lane capacity expansion to WIS 50 from west of 130th Avenue to 125th Avenue based on the traffic warrants and/or new developments not yet submitted to the City at the City/Developer's cost.

H. The State will make funds available to the City for the avoided costs of 1) resurfacing the existing west frontage road and all other work that would have been required to retain the west frontage road at it's current location; 2) reconstructing that portion of County Highway K from the intersection of the relocated West Frontage Road east to the existing west frontage road as depicted in State plan I.D. 1032-14-74; 3) relocating the I-94 West Frontage Road so that it intersects with 71st Street opposite the south approach of 122nd Avenue; and 4) real estate costs associated with purchase and relocation of the Cracker Barrel and land from Country Inn; all subject to the State funds budget cap of $4,278,000. Final costs for parking and access takings from the Cracker Barrel due to the current and proposed improvements along 71st Street as part of the split diamond interchange design are as yet to be determined. However, any monies left over after that process is complete will be eligible for offsetting costs that will be incurred by the City. The funds should be made available to the City as soon as practical, but no later than January 1, 2011 through the Jurisdictional Transfer process. (See I. City Responsibilities (B), (C 1.), and (C2.)).

I. Issue necessary permits to the City for any improvements within State right-of-way. All permit work shall conform to the standards of the State's Facilities Development Manual (FDM).

J. Approve any required subdivisions upon submittal of technically correct documentation.

K. Accept jurisdiction of the West Frontage Road from County Highway K to 71st Street; 71st Street from the East Frontage Road to 125th Avenue; 125th Avenue from 71st Street to WIS 50; and the East Frontage Road system, all of which will be under the jurisdiction of the STATE and will be addressed in a separate jurisdictional transfer agreement letter.

L. The State may delay the closure of the westbound WIS 50 to northbound 122nd Avenue right-turn only movement dependent on safety and operational issues. Prior to closure, the State will coordinate and discuss with the City.

1. A safety issue is defined as crashes or incidents that may be in whole or in part attributable to the westbound WIS 50 to northbound 122nd Avenue right-turn only movement.

2. An operational issue is defined as including westbound queues or weaving maneuvers (either at the 122nd Avenue intersection or where the intersection itself may be a factor) affecting the operation of the I-94 southbound ramp(s) intersection with WIS 50.

City of Kenosha

By: _____

Title: Mayor

Date: June 16, 2009

Wisconsin Department of Transportation

By: _____

Title: Director, SE Region

Date: 6/19/09

L1 - L3

Recommendations from the Committee on Finance September 21, 2009

CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Item # L.1.a
City of Kenosha
Common Council Agenda
9/21/09

Disbursement Record 15

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 08/01/09 through 08/15/09 and have approved the disbursements as follows:

1. Checks numbered from 087617 through 088041 as shown on attached listing consisting of:

a.	Debt Service	-0-
b.	Investments	-0-
c.	All Other Disbursements	4,581,996.22
	SUBTOTAL	4,581,996.22

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,320,747.17

TOTAL DISBURSEMENTS APPROVED 5,902,743.39

Eric Haugaard	Katherine Marks
Anthony Kennedy	Daniel Prozanski Jr.
Tod Ohnstad	David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

Director of Finance

(disbursementsblank.share.fin)

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #15

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 09/08/09

Prepared By: MKS

Reviewed By:

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87617	8/05	WE ENERGIES	110-03-53109-221-000	7/09 STREETLIGHTING	58,085.24
			110-05-55109-221-000	7/09 STREETLIGHTING	546.38
				..... CHECK TOTAL	58,631.62
87618	8/05	RNOW, INC.	630-09-50101-393-000	7/09 PARTS/MATERIALS	222.14
			630-09-50101-393-000	7/09 PARTS/MATERIALS	25.20
				..... CHECK TOTAL	247.34
87619	8/05	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	LUMINAIRE	829.41
			110-03-53109-374-000	LUMINAIRE	276.47
				..... CHECK TOTAL	1,105.88
87620	8/05	COOPERATIVE PLUS INC.	521-09-50101-353-000	SAHARA	540.00
			521-09-50101-353-000	ROUNDUP BULK	426.70
			521-09-50101-353-000	AG CHEMICAL SURCHARG	9.18
				..... CHECK TOTAL	975.88
87621	8/05	BREEZY HILL NURSERY	110-05-55103-353-000	7/09 GO FLOWERS AND	36.00
87622	8/05	GENERAL COMMUNICATIONS, INC.	110-03-53116-231-000	MOBILE RADIO	698.00
87623	8/05	HWY C SERVICE	110-05-55109-344-000	7/09-PA SERVICE/PART	203.16
			110-05-55113-367-000	6/09-PA SERVICE/PART	104.90
			110-05-55109-344-000	7/09-PA SERVICE/PART	93.75
				..... CHECK TOTAL	401.81
87624	8/05	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	7/09 ST-ELECTRICAL S	207.54
			110-05-55108-248-000	7/09 PA-ELECTRICAL S	185.89
			110-05-55109-248-000	7/09 PA-ELECTRICAL S	174.05
			110-05-55109-248-000	7/09 PA-ELECTRICAL S	125.83
			110-05-55109-248-000	7/09 PA-ELECTRICAL S	68.55
			110-05-55109-248-000	6/09 PA-ELECTRICAL S	49.75
			110-05-55109-248-000	7/09 PA-ELECTRICAL S	30.93
				..... CHECK TOTAL	842.54
87625	8/05	JANTZ AUTO SALES INC	110-02-52203-344-000	RADIATOR	1,600.00
87626	8/05	KENOSHA CITY/COUNTY	110-02-52111-251-000	8/09 JOINT SERVICES	234,415.50
			110-02-52202-251-000	8/09 JOINT SERVICES	58,603.92
				..... CHECK TOTAL	293,019.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87627	8/05	UNITED HOSPITAL SYSTEMS INC	206-02-52205-216-000	P MURPHY-6/14/09	112.80
87628	8/05	RAGAN,BRAD/WINGFOOT	630-09-50101-393-000	6/09 SE-TIRES/TUBES	10,106.66
87629	8/05	KENOSHA COUNTY	110-02-52105-283-000	8/09 RENTAL BLDG "A"	7,882.75
87630	8/05	WE ENERGIES	285-06-51603-259-000	#5000178 UTILITIES	41.75
			284-06-51607-259-000	#5000360 UTILITIES	34.01
			231-06-51610-259-000	#5000177 UTILITIES	30.79
			283-06-51609-259-000	#5000179 UTILITIES	22.87
				..... CHECK TOTAL	129.42
87631	8/05	WIS DEPT OF ADMINISTRATION	110-01-51801-225-000	6/09 STS LONG DIST	230.91
			520-09-50301-225-000	6/09 STS LONG DIST	26.61
			110-00-14401-000-000	6/09 STS LONG DIST	15.17
			110-00-15202-000-000	6/09 STS LONG DIST	2.02
				..... CHECK TOTAL	274.71
87632	8/05	PAYNE & DOLAN INC.	110-03-53103-355-000	7/09 ASPHALT MATERIA	796.10
87633	8/05	REINDERS INC.	630-09-50101-393-000	7/09-SE PARTS/SERVIC	138.03
87634	8/05	KENOSHA WATER UTILITY	461-11-50601-581-000	4901 37 AV-WST,STRM	31.28
			461-11-50601-581-000	4621 38 AV-STORMWTR	30.22
			461-11-50601-581-000	4823 37 AV-STORMWTR	25.24
			463-11-50601-589-000	2217 55 ST-WST,STRM	15.30
			463-11-50601-589-000	6731 14 AV-WTR,STRM	15.30
			461-11-50601-581-000	4627 38 AV-STORMWTR	6.28
				..... CHECK TOTAL	123.62
87635	8/05	BECKER ELECTRICAL GROUP	520-09-50202-246-000	REPAIR EXIT SIGNS	655.90
87636	8/05	BROOKS TRACTOR, INC.	630-09-50101-393-000	5/09 PARTS & MATERIA	25.90
87637	8/05	LARK UNIFORM, INC.	110-02-52103-367-000	7/09 #551 UNIFORM	287.80
87638	8/05	ROOSEVELT AUTO BODY	206-02-52205-711-000	REPAIR OF MED 4	3,773.45
87639	8/05	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	7/09 MED DIRECTOR SE	4,686.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87640	8/05	FEDEX	110-01-51306-312-000	7/14/09 RM-SHIPPING	39.31
			520-09-50106-311-000	7/15/09 TD-SHIPPING	20.65
				..... CHECK TOTAL	59.96
87641	8/05	KESSENICH-TESMER DESIGN, INC	210-06-51619-259-000	DESIGN SERVICES	1,170.00
87642	8/05	OFFICEMAX	110-02-52601-311-000	7/09 DH #1202 OFFICE	481.07
			110-01-51303-311-000	7/09 HR #1200 OFFICE	196.54
			110-02-52201-311-000	7/09 FD #1192 OFFICE	146.22
			110-01-51301-311-000	7/09 AD #1198 OFFICE	62.12
			110-05-55109-311-000	7/09 PA #1201 OFFICE	45.24
			110-02-52201-311-000	7/09 FD #1197 OFFICE	39.67
			110-05-55101-311-000	7/09 PA #1199 OFFICE	38.52
			521-09-50101-311-000	7/09 AR #1203 OFFICE	32.17
			110-05-55109-311-000	7/09 PA #1199 OFFICE	24.14
			110-02-52201-311-000	7/09 FD #1204 OFFICE	21.77
			222-09-50101-311-000	7/09 AD #1205 OFFICE	10.53
				..... CHECK TOTAL	1,097.99
87643	8/05	ALFRED BENESCH & COMPANY	417-11-50903-585-000	2/34-3/22 SURVEY SV	32,914.31
			417-11-50903-585-000	3/23-5/17 SURVEY SV	17,048.25
			409-11-50603-219-000	8/08 DESIGN/ENGINEER	646.77
				..... CHECK TOTAL	50,609.33
87644	8/05	PAT'S SERVICES, INC.	110-05-55108-282-000	JULY 4TH PORT TOILET	2,825.00
			110-05-55108-282-000	6/6-6/8-HOBBS PK SPC	80.00
			110-05-55108-282-000	6/6-7/3 HOBBS PK POR	49.00
				..... CHECK TOTAL	2,954.00
87645	8/05	LINCOLN CONTRACTORS SUPPLY	110-03-53103-389-000	7/09 ST TOOLS AND SU	240.00
			501-09-50105-235-000	7/09 ST TOOLS AND SU	57.27
				..... CHECK TOTAL	297.27
87646	8/05	BANE-NELSON, INC.	110-01-51701-941-819	LIGHTHOUSE REHAB	13,558.16
87647	8/05	ALUMINUM FENCE CORPORATION	110-05-55109-246-000	22 FEET WIRE	97.87
			110-05-55108-368-000	LONG FENCE TIES	70.05
				..... CHECK TOTAL	167.92
87648	8/05	TOP CHOICE RENTALS/TENTS	501-09-50102-219-000	SWU BOOTH-OUTREACH	138.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87649	8/05	SOUTHWAY SUPPLY	285-06-51603-259-000	#5000359 MATERIALS	465.25
87650	8/05	DANIELS PLOWS, INC.	521-09-50101-579-000	20' WING PLOW	17,936.60
87651	8/05	PITNEY BOWES	110-01-51306-311-000	7/09-SUPPLIES MAIL	87.54
87652	8/05	APPLIED ELECTRONICS	412-11-50701-579-000	TR-8T TRUSS	1,560.00
			412-11-50701-579-000	24" MOUNTING BRACKET	1,425.00
			412-11-50701-579-000	POWDER COAT ABOVE	1,270.00
			412-11-50701-579-000	TR-8T TRUSS	220.00
				..... CHECK TOTAL	4,475.00
87653	8/05	AETNA CLAIMS	611-09-50101-155-527	7/24/09 CLAIMS	37,250.82
87654	8/05	KENOSHA PUBLIC MUSEUM	222-09-50101-259-000	LINCOLN BICENTENNIAL	1,750.00
87655	8/05	JAMES IMAGING SYSTEMS, INC.	110-02-52601-311-000	6/25-7/24 DH-OVERAGE	2.39
87656	8/05	LEE PLUMBING, INC.	110-02-52203-246-000	PLUMBING REPAIR	216.00
87657	8/05	UNISOURCE	630-09-50101-393-000	7/09 PAPER PRODUCTS	8,379.98
87658	8/05	PIONEER COMMERICAL CLEANING	110-01-51801-243-000	7/09 JANITORIAL SERV	3,325.00
87659	8/05	VERIZON BUSINESS	110-01-51801-225-000	6/13-7/12/09 LG DIST	61.26
			501-09-50101-225-000	6/13-7/12/09 LG DIST	7.20
			110-00-15202-000-000	6/13-7/12/09 LG DIST	2.75
			110-03-53103-225-000	6/13-7/12/09 LG DIST	1.43
			632-09-50101-225-000	6/13-7/12/09 LG DIST	.07
				..... CHECK TOTAL	72.71
87660	8/05	MALSACK, J	463-11-50602-219-000	7/09 WEED/GRASS "A"	974.54
			461-11-50701-581-000	7/09 WEED/GRASS "B"	911.21
			401-11-50612-581-000	7/09 WEED/GRASS "C"	863.71
			110-09-56501-259-000	7/09 7409 28 AV-GRS	410.00
			110-09-56501-259-000	7/09 6534 87 AV-GRS	285.00
			110-09-56501-259-000	7/09 2021 53 ST-GRS	165.00
			110-09-56501-259-000	7/09 7304 16 AV-GRS	147.25
			110-09-56501-259-000	7/09 7709 39 AV-GRS	147.25
			110-09-56501-259-000	7/09 3912 SHER-GRASS	120.65
			110-09-56501-259-000	7/09 7112 27 AV-GRS	110.00
			110-09-56501-259-000	7/09 6513 18 AV-GRS	80.75
			110-09-56501-259-000	7/09 7531 29 AV-GRS	66.50
			401-11-50612-581-000	7/09 5500 GREEN BAY	38.00
			463-11-50602-219-000	7/09 18TH AVE-62 ST	23.75
			461-11-50701-581-000	7/09 4600 38TH AVE	23.75
				..... CHECK TOTAL	4,367.36

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87661	8/05	HEIDEL HOUSE RESORT	110-02-52107-263-000	K. ANDREOLI 6/24-26	140.00
87662	8/05	MARTIN PETERSEN COMPANY,INC.	110-00-44805-000-000	PERMIT 10901 38 ST	8,194.14
			110-00-44802-000-000	PERMIT 10901 38 ST	200.00CR
				..... CHECK TOTAL	7,994.14
87663	8/05	CREATIVE DESIGNS	210-06-51601-259-000	ALUMINUM SIGNS	180.00
87664	8/05	CDW-G	110-02-52201-311-000	7/09 TONER	294.94
			110-01-51102-539-000	7/09 COMPUTER EQUIPM	40.36
				..... CHECK TOTAL	335.30
87665	8/05	NORTHLAND EQUIPMENT	630-09-50101-393-000	7/09-FL#2598 PARTS	153.71
87666	8/05	WASTE MANAGEMENT	633-09-50101-253-000	8/09-LI WEEKLY PICKU	68.29
			521-09-50101-219-000	8/09-AR PAPER RECYCL	52.50
			110-01-51801-246-000	8/09-PW PULL CHARGES	52.50
			110-05-55109-246-000	8/09-PA PAPER RECYCL	36.75
				..... CHECK TOTAL	210.04
87667	8/05	FORCE AMERICA	630-09-50101-393-000	7/09 PARTS/MATERIALS	39.88
87668	8/05	MENARDS (KENOSHA)	501-09-50105-359-000	7/09-ST MERCHANDISE	473.55
			110-02-52203-353-000	7/09-FD#2 MERCHANDIS	96.02
			501-09-50105-361-000	7/09-ST MERCHANDISE	89.51
			110-02-52206-344-000	7/09-FD#4 MERCHANDIS	64.77
			110-05-55109-361-000	7/09-PA MERCHANDISE	58.30
			501-09-50105-359-000	7/09-ST MERCHANDISE	57.86
			110-05-55109-244-000	7/09-PA MERCHANDISE	55.77
			110-05-55109-248-000	7/09-PA MERCHANDISE	48.36
			110-05-55108-368-000	7/09-PA MERCHANDISE	45.77
			501-09-50105-359-000	7/09-ST MERCHANDISE	41.16
			520-09-50202-249-000	6/09-TD MERCHANDISE	20.70
			110-05-55109-357-000	7/09-PA MERCHANDISE	5.08
				..... CHECK TOTAL	1,056.85
87669	8/05	SHERWIN INDUSTRIES	521-09-50101-371-000	GLASS BEADS	230.00
			521-09-50101-371-000	GRACO SPRAY TIP	182.00
				..... CHECK TOTAL	412.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87670	8/05	CLARK PRODUCTS	630-09-50101-393-000	7/09 C FOLD TOWELS	2,678.76
			630-09-50101-393-000	7/09 C FOLD TOWELS	1,339.38
				..... CHECK TOTAL	4,018.14
87671	8/05	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	5/09-EQUIP RENTAL	5,960.00
87672	8/05	HANSEN'S POOL & SPA INC	110-01-51801-382-000	7/09-SUPPLIES/FOUNTA	167.98
87673	8/05	BELLE CITY FIRE EXTINGUISHER	110-05-55109-235-000	6/09 PA EXTINGUISHER	747.90
			110-02-52203-389-000	7/09 FD #5 EXTINGUIS	15.40
				..... CHECK TOTAL	763.30
87674	8/05	PLATINUM SYSTEMS	110-01-51102-539-000	CUSTOM WORKSTATIONS	697.00
87675	8/05	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	REBUILD RADIATOR	2,452.96
87676	8/05	INLAND POWER GROUP	632-09-50101-264-000	8/20/09 WENDRICKS	250.00
87677	8/05	MIDWEST GRAPHICS SERVICES	501-09-50101-311-000	7/09 PW STORM SEWERS	50.00
87678	8/05	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	2,453.26
			520-09-50201-347-000	7/09-BUS PARTS	268.78
			520-09-50201-347-000	7/09-#2674 BUS PARTS	162.82
			520-09-50201-347-000	7/09-BUS PARTS	79.24
			520-09-50201-347-000	7/09-BUS PARTS	75.34
				..... CHECK TOTAL	3,039.44
87679	8/05	KIMBALL MIDWEST	520-09-50201-347-000	MISC HYD FITTINGS	359.00
			520-09-50201-347-000	1/2" HYD HOSE	236.15
			520-09-50201-347-000	3/8" HYD HOSE	138.00
			520-09-50201-347-000	1/4" HYD HOSE	112.00
				..... CHECK TOTAL	845.15
87680	8/05	BLUEGLOBES INC.	521-09-50101-375-000	7/09 LIGHTS/MISC PAR	1,042.20
			521-09-50101-375-000	7/09 LIGHTS/MISC PAR	457.70
			521-09-50101-375-000	7/09 LIGHTS/MISC PAR	343.64
				..... CHECK TOTAL	1,843.54
87681	8/05	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	6/24-26 K. ANDREOLI	195.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87682	8/05	WIS NATIONAL FIRE ACADEMY	110-02-52206-264-000	KEITH AULDS 10/09	200.00
87683	8/05	KRAAK, ERNEST	222-09-50101-259-909	RENDEZVOUS 2009	508.00
87684	8/05	AIRGAS NORTH CENTRAL	206-02-52205-389-000	7/09 FD #3 OXYGEN CY	64.11
			206-02-52205-389-000	7/09 FD #5 OXYGEN C	51.05
			110-05-55109-235-000	6/09 INDUSTRIAL GASE	43.56
				..... CHECK TOTAL	158.72
87685	8/05	RED THE UNIFORM TAILOR	110-02-52206-367-000	7/09 UNIFORMS	246.80
			110-02-52206-367-000	7/09 UNIFORMS	209.85
			110-02-52103-367-000	7/09 POLICE UNIFORMS	179.90
			110-02-52103-367-000	5/09 POLICE UNIFORMS	172.40
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52103-367-000	7/09 POLICE UNIFORMS	85.50
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52206-367-000	6/09 UNIFORMS	69.95
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52103-367-000	7/09 POLICE UNIFORMS	64.95
			110-02-52206-367-000	6/09 UNIFORMS	64.55
			110-02-52103-367-000	7/09 POLICE UNIFORMS	32.50
			110-02-52103-367-000	7/09 POLICE UNIFORMS	14.95
			110-02-52103-367-000	6/09 POLICE UNIFORMS	6.50
				..... CHECK TOTAL	1,847.35
87686	8/05	FIRST SUPPLY	110-05-55109-249-000	7/09 SUPPLIES	98.37
			501-09-50105-359-000	7/09 SUPPLIES	55.33
				..... CHECK TOTAL	153.70
87687	8/05	DALE NEHLS & ASSOCIATES	110-05-55109-219-000	GRAFFITI REMOVAL	350.00
87688	8/05	LGIP MUSEUM	110-00-21805-000-000	WIRE TRANS 8/03/09	148,900.00
87689	8/05	REMAX PREFERRED TRUST ACCT.	461-11-50601-581-000	ACQ 4609 36TH AVE	1,000.00
87690	8/05	WINGATE BY WYNDHAM	110-02-52107-263-000	8/09-21 2 ROOMS	1,785.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87691	8/05	HOLIDAY INN HOTEL & SUITES	206-02-52205-263-000	7/28-30 C. CARLSON	19.24
			206-02-52205-263-000	7/28-30 J. POLTROCK	19.24
				..... CHECK TOTAL	38.48
87692	8/05	WINFIELD, HEUDIE D	110-00-21904-000-000	CASH BOND #N641967	126.00
87693	8/05	LUCHIES, LAURA B	110-00-21904-000-000	CASH BOND #V049681	30.60
87694	8/05	LUCHIES, STEPHEN S	110-00-21904-000-000	CASH BOND #V049680	30.60
87695	8/05	LOWERY, LASHONDA	110-00-45103-000-000	FINAL RESTITUTION	42.43
87696	8/05	SWISS AIRE MOTEL	110-02-52206-263-000	8/15/09-J FROEBER	79.50
87697	8/05	GEISLER, RONALD	110-00-46394-000-000	APPLIANCE STICKER	15.00
87698	8/05	FISCHER, SUSAN	110-00-46394-000-000	APPLIANCE STICKER	15.00
87699	8/05	TORRES, ESTANISLADO	110-00-21109-000-000	COURT PYMNT J802398	3.00
87700	8/05	COURTYARD BY MARRIOTT	110-02-52107-263-000	LODGING 2 7/20-24	434.50
87701	8/05	TIM O'BRIEN HOMES	110-00-21913-000-000	PERMITS 10618 61 ST	3,404.68
			110-00-44802-000-000	PERMITS 10618 61 ST	1,512.16
			464-00-21309-000-000	PERMITS 10618 61 ST	1,415.00
			110-00-44803-000-000	PERMITS 10618 61 ST	260.00
			501-00-46606-000-000	PERMITS 10618 61 ST	180.00
			110-00-44804-000-000	PERMITS 10618 61 ST	155.00
			110-00-44805-000-000	PERMITS 10618 61 ST	130.00
				..... CHECK TOTAL	7,056.84
87702	8/05	LACHMAN, EDWARD	520-09-50106-311-000	CDL RENEWAL	74.00
87703	8/05	MOORE, DAVID	520-09-50106-311-000	CDL RENEWAL	74.00
87704	8/05	ANDREOLI, KELLY	110-02-52107-263-000	6/24-26/09-GR LAKE	34.00
87705	8/05	RUFFALO, SANDRA	520-09-50101-367-000	GLASSES ALLOWANCE	100.00
87706	8/05	GONZALES, ALBERT	110-02-52107-263-000	6/7-12/09 LACROSSE	137.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87707	8/07	A & B PRO HARDWARE	110-02-52203-344-000	7/09 FD SUPPLIES & S	72.00
			110-03-53103-246-000	7/09 ST SUPPLIES & S	68.00
			632-09-50101-246-000	7/09 SE SUPPLIES & S	43.99
			110-03-53103-389-000	7/09 ST SUPPLIES & S	24.00
			110-05-55109-246-000	7/09 PA SUPPLIES & S	16.35
			110-03-53109-375-000	7/09 ST SUPPLIES & S	10.52
				..... CHECK TOTAL	234.86
87708	8/07	AFI DIRECT SERVICE INC	630-09-50101-235-000	7/09 HYDRAULIC REPAI	425.90
87709	8/07	ACE HARDWARE	110-05-55109-246-000	PADLOCKS	1,369.00
87710	8/07	BINDELLI BROTHERS, INC	110-09-56501-259-000	7/09 7531 29 AVE	152.12
			110-09-56501-259-000	7/09 6605 22 AVE	150.00
			110-09-56501-259-000	7/09 1706 59 ST	150.00
				..... CHECK TOTAL	452.12
87711	8/07	CHESTER ELECTRONICS SUPPLY	110-01-51801-389-000	7/09 MB PARTS & MATE	26.19
			110-02-52103-365-000	7/10 PD PARTS & MATE	4.56
				..... CHECK TOTAL	30.75
87712	8/07	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	7/09-PA ELECTRICAL M	107.40
87713	8/07	COMSYS, INCORPORATED	110-01-51102-215-000	8/8-9/7/09 SERVICES	36,013.78
			501-09-50101-215-000	8/8-9/7/09 SERVICES	9,003.44
				..... CHECK TOTAL	45,017.22
87714	8/07	INTERSTATE ELECTRIC SUPPLY	206-02-52205-344-000	7/09 FD-ELECTRICAL S	133.33
			110-03-53109-375-000	7/09 ST-ELECTRICAL S	37.35
			110-03-53109-375-000	7/09 ST-ELECTRICAL S	26.57
			110-03-53109-361-000	7/09 ST-ELECTRICAL S	10.58
			110-03-53109-361-000	7/09 ST-ELECTRICAL S	3.63
				..... CHECK TOTAL	211.46
87715	8/07	CARDINAL HEALTH	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	638.05
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	210.72
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	144.19
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	5.96
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	660.80CR
				..... CHECK TOTAL	338.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87716	8/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/07/09 CITY HRLY	17,495.37
			110-00-21562-000-000	8/07/09 WATER HRLY	4,043.00
			110-00-21562-000-000	8/07/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,653.37
87717	8/07	LABOR PAPER, THE	110-01-50101-321-000	7/09-2ND READ ORDS	15.70
87718	8/07	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/12/09 S ALLEMAND	141.24
			110-02-52101-219-000	5/09-#09-075126 LAB	47.30
			110-09-56405-161-000	6/23/09 P ROMANO	8.40
			110-09-56405-161-000	7/11/09 M ANDERSON	7.50
			110-09-56405-161-000	6/19/09 S ALLEMAND	7.50
				..... CHECK TOTAL	211.94
87719	8/07	BADGER TRUCK CENTER	630-09-50101-393-000	7/09 #2716 PARTS & M	168.16
			630-09-50101-393-000	6/09 PARTS & MATERIA	128.22
			630-09-50101-393-000	7/09 #2385 PARTS & M	70.77
				..... CHECK TOTAL	367.15
87720	8/07	NOTARY BOND RENEWAL SERVICE	110-01-50301-219-000	K VENTURA	25.00
87721	8/07	SHOPKO DEPT. STORE	110-01-51801-389-000	7/09-MB MERCHANDISE	60.86
87722	8/07	LORENZ TOPSOIL	110-05-55109-353-000	7/09-PULVERIZED TOPS	380.00
			110-05-55109-353-000	7/09-PULVERIZED TOPS	95.00
			110-05-55109-353-000	7/09-PULVERIZED TOPS	95.00
				..... CHECK TOTAL	570.00
87723	8/07	WELDCRAFT, INC.	110-05-55109-249-000	6/09-PA WELDING SERV	518.00
			110-05-55109-344-000	6/09-PA WELDING SERV	234.16
			630-09-50101-393-000	6/09-CE WELDING SERV	79.20
				..... CHECK TOTAL	831.36
87724	8/07	WE ENERGIES	110-01-51801-221-000	#30 06/25-07/28	5,815.40
			520-09-50301-221-000	#30 06/29-07/29	3,531.31
			110-05-55111-221-000	#30 06/24-07/28	3,133.76
			633-09-50101-221-000	#30 06/24-07/27	3,026.66
			520-09-50401-221-000	#30 06/24-07/28	2,168.32
			110-05-55111-222-000	#30 06/25-07/27	2,011.67
			521-09-50101-221-000	#30 06/29-07/29	1,505.73
			521-09-50101-221-000	#30 06/26-07/28	1,437.36
			110-05-55109-221-000	#30 06/24-07/24	1,335.24
			110-03-53103-221-000	#30 06/24-07/24	1,310.17
			110-02-52203-221-000	#30 06/29-07/29	802.83
			110-02-52203-221-000	#30 06/26-07/27	741.50
			110-02-52203-221-000	#30 06/24-07/26	672.29
			110-03-53109-221-000	#30 06/29-07/29	569.59
			110-03-53109-221-000	#30 06/25-07/27	489.48
			110-01-51802-221-000	#30 06/25-07/27	410.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-222-000	#30 06/28-07/28	345.72
			110-03-53109-221-000	#30 06/24-07/28	331.57
			110-03-53109-221-000	#30 06/24-07/23	317.41
			110-03-53109-221-000	#30 06/28-07/28	236.55
			110-02-52110-221-000	#30 06/25-07/27	226.29
			110-05-55111-221-000	#30 06/25-07/27	222.64
			110-03-53109-221-000	#30 06/24-07/26	194.34
			110-05-55109-221-000	#30 06/24-07/26	172.29
			110-03-53109-221-000	#30 06/24-07/27	166.70
			110-03-53103-221-000	#30 06/23-07/23	154.48
			110-05-55109-222-000	#30 06/24-07/26	84.51
			110-02-52203-222-000	#30 06/29-07/29	77.53
			110-02-52203-222-000	#30 06/26-07/26	69.75
			110-03-53109-221-000	#30 06/30-07/30	68.29
			110-05-55102-221-000	#30 06/29-07/29	62.78
			110-02-52203-222-000	#30 06/24-07/26	43.99
			110-03-53109-221-000	#30 06/23-07/23	39.01
			110-05-55109-221-000	#30 06/26-07/27	28.93
			110-03-53103-221-000	#30 06/28-07/28	28.59
			521-09-50101-222-000	#30 06/29-07/29	28.12
			110-05-55109-221-000	#30 06/28-07/28	25.10
			110-03-53103-221-000	#30 06/24-07/26	17.74
			110-03-53103-221-000	#30 06/25-07/27	16.89
			110-05-55109-222-000	#30 06/28-07/28	8.40
				..... CHECK TOTAL	31,929.04
87725	8/07	LEITCH PRINTING CORPORATION	205-03-53118-311-000	7/09 WA OOPS YELLOW	328.18
			205-03-53118-311-000	7/09 WA OOPS TAGS	315.75
				..... CHECK TOTAL	643.93
87726	8/07	REINDERS INC.	110-05-55102-344-000	6/09-PA PARTS/SERVIC	624.63
			110-05-55104-353-000	7/09-PA AND. SOCCER	127.00
				..... CHECK TOTAL	751.63
87727	8/07	WIS FUEL & HEATING INC	630-09-50101-392-000	7/09-SE DIESEL FUEL	14,945.58
			630-09-50101-393-000	7/09-CE LUBRICANTS/O	1,798.00
				..... CHECK TOTAL	16,743.58
87728	8/07	CURTIS INDUSTRIES, INC	630-09-50101-393-000	7/09 FASTENERS-VARIO	74.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87729	8/07	SECRETARY OF STATE	110-01-50301-219-000	K VENTURA RENEWAL	20.00
87730	8/07	KENOSHA WATER UTILITY	110-00-21913-000-000	7/09 TEMP PERMITS	50,608.48
			110-00-21914-000-000	7/09 BILL COLLECTION	4,263.06
				..... CHECK TOTAL	54,871.54
87731	8/07	WALGREEN CO.	110-09-56405-161-000	7/7/09 C BLATTER	75.64
87732	8/07	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	WATER MANAGEMENT	2,807.25
			110-05-55111-219-000	7/09 WATER MANAGEMEN	2,159.00
				..... CHECK TOTAL	4,966.25
87733	8/07	CHIEF CORPORATION	110-02-52103-369-000	IMPALA LEG K	814.99
87734	8/07	CHASE BANK KENOSHA	110-00-21513-000-000	8/07/09 HRLY DEDUCT	23,215.57
			110-00-21511-000-000	8/07/09 HRLY DEDUCT	13,406.19
			110-00-21612-000-000	8/07/09 HRLY DEDUCT	13,406.12
			110-00-21614-000-000	8/07/09 HRLY DEDUCT	3,777.46
			110-00-21514-000-000	8/07/09 HRLY DEDUCT	3,776.81
				..... CHECK TOTAL	57,582.15
87735	8/07	AT&T	110-01-51801-227-000	7/28-8/27/09 MAIN	2,863.47
			110-01-51801-225-000	7/28-8/27/09 MAIN	678.84
			110-00-14401-000-000	7/28-8/27/09 MAIN	263.84
			110-00-15202-000-000	7/28-8/27/09 MAIN	220.46
			520-09-50301-227-000	7/28-8/27/09 MAIN	184.40
			110-05-55109-227-000	7/28-8/27/09 MAIN	142.35
			110-02-52108-225-000	7/28-8/27/09 MAIN	139.00
			110-03-53103-227-000	7/28-8/27/09 MAIN	120.45
			110-05-55109-225-000	7/28-8/27/09 MAIN	111.14
			521-09-50101-227-000	7/28-8/27/09 MAIN	98.60
			110-03-53103-225-000	7/28-8/27/09 MAIN	85.54
			632-09-50101-227-000	7/28-8/27/09 MAIN	65.70
			110-02-52110-227-000	7/28-8/27/09 MAIN	56.90
			520-09-50401-227-000	7/28-8/27/09 MAIN	54.75
			501-09-50101-227-000	7/28-8/27/09 MAIN	54.75
			520-09-50301-225-000	7/28-8/27/09 MAIN	47.64
			524-05-50101-225-000	7/28-8/27/09 MAIN	38.94
			110-02-52103-227-000	7/28-8/27/09 MAIN	35.00
			524-05-50101-227-000	7/28-8/27/09 MAIN	32.90
			110-03-53116-227-000	7/28-8/27/09 MAIN	32.85
			632-09-50101-225-000	7/28-8/27/09 MAIN	32.46
			206-02-52205-227-000	7/28-8/27/09 MAIN	21.90
			110-03-53116-225-000	7/28-8/27/09 MAIN	19.50
			110-02-52110-225-000	7/28-8/27/09 MAIN	14.83
			521-09-50101-225-000	7/28-8/27/09 MAIN	14.71
			520-09-50301-327-000	7/28-8/27/09 MAIN	11.00
			110-05-55111-227-000	7/28-8/27/09 MAIN	10.95
			110-02-52203-227-000	7/28-8/27/09 MAIN	10.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51701-227-000	7/28-8/27/09 MAIN	10.95
			501-09-50101-225-000	7/28-8/27/09 MAIN	7.04
			206-02-52205-225-000	7/28-8/27/09 MAIN	2.90
			110-05-55111-225-000	7/28-8/27/09 MAIN	2.35
			110-02-52203-225-000	7/28-8/27/09 MAIN	.88
			520-09-50401-227-000	7/28-8/27/09 MAIN	.16
				..... CHECK TOTAL	5,488.10
87736	8/07	GATEHOUSE	110-03-53116-389-000	GATE OPENER	143.43
87737	8/07	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	7/09-SPECIALIZED TRA	14,167.00
			520-09-50301-258-000	7/09-WEEKEND DISPATC	584.00
				..... CHECK TOTAL	14,751.00
87738	8/07	OFFICEMAX	110-01-51201-311-000	7/09 CT #1207 OFFICE	565.97
			110-01-51101-311-000	7/09 FN #1208 OFFICE	216.72
			110-02-52103-311-000	7/09 PD #1211 OFFICE	205.26
			110-03-53116-311-000	7/09 WA #1213 OFFICE	179.73
			501-09-50101-311-000	7/09 ST #1212 OFFICE	66.48
			110-03-53101-311-000	7/09 PW #1210 OFFICE	45.49
			110-01-51101-311-000	7/09 FN #1125 RETURN	32.63CR
				..... CHECK TOTAL	1,247.02
87739	8/07	REGISTRATION FEE TRUST	110-09-56519-909-000	FLT 2818 PLATE RNWL	85.00
87740	8/07	SWARTZ NURSERIES	110-05-55103-353-000	7/09-PLANT MATERIALS	182.00
87741	8/07	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/07/09 D.FAFFORD	30.00
87742	8/07	LINCOLN CONTRACTORS SUPPLY	110-05-55109-355-000	7/09-PA TOOLS/SUPPLI	60.80
87743	8/07	TOP CHOICE RENTALS/TENTS	110-05-55108-219-000	TENT RENTAL	609.20
87744	8/07	LEE'S RENT IT	110-05-55109-282-000	7/09-S'PORT PILLARS	78.48
87745	8/07	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/07/09 B.GARRETT	108.07
87746	8/07	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	8/07/09 JURKIEWICZ	142.05
87747	8/07	CONCRETE SPECIALTIES CO.	403-11-50901-588-000	7/09 STRUCTURES	507.50

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87748	8/07	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	8/07/09 TRAVIS BOYD	134.88
87749	8/07	DOHENY'S AQUARIUS DIST	110-05-55109-249-000	3" CHLORINE TABLETS	460.00
87750	8/07	WISCONSIN SAFETY COUNCIL	110-09-56402-264-000	8/14/09-SHAMSIPOUR	275.00
87751	8/07	HARRIS GOLF CARS	524-05-50101-344-000	REPAIRS TO GOLF CARS	554.94
87752	8/07	EAGLMINS LANDSCAPE SUPPLY	110-03-53103-354-000	7/09 MATERIALS	22.50
			110-03-53103-354-000	7/09 MATERIALS	18.00
			110-03-53103-354-000	7/09 MATERIALS	18.00
				..... CHECK TOTAL	58.50
87753	8/07	ANYTIME PRODUCTS	421-11-50701-583-000	MOBILE STAGE	5,133.12
			421-11-50701-583-000	SINGLE STAGE STEP	627.31
				..... CHECK TOTAL	5,760.43
87754	8/07	LEE PLUMBING, INC.	521-09-50101-241-000	6/09-AR A/C	100.00
87755	8/07	PAUL CONWAY SHIELDS	110-02-52206-367-000	7/09-TURN GEAR RENT	1,575.00
87756	8/07	PALMEN MOTORS	422-11-50905-561-000	2007 CALIBER #3055	11,513.00
			422-11-50905-561-000	2007 CALIBER #3054	11,513.00
				..... CHECK TOTAL	23,026.00
87757	8/07	REMY BATTERY CO., INC.	630-09-50101-393-000	7/09-CE BATTERIES	273.84
87758	8/07	KIEFT BROTHERS INC.	403-11-50901-588-000	60 ST & 104 AVE-PIPE	11,600.00
			501-09-50105-359-000	STORM SEWER PIPE,	1,397.50
			403-11-50901-588-000	79 PL & 49 AV-PIPE	329.60
				..... CHECK TOTAL	13,327.10
87759	8/07	UNITED LABORATORIES, INC	520-09-50201-382-000	DISINFECTING FOG	384.47
			520-09-50201-382-000	DRAIN CLEANER	319.02
				..... CHECK TOTAL	703.49
87760	8/07	INSTY-PRINTS	110-01-50602-311-000	COLOR COPIES	259.31
87761	8/07	AUTUMN SUPPLY	520-09-50201-347-000	CARBO KLEAN DEGREASE	770.00
			520-09-50201-246-000	264 ROLL TOWELS	388.76
			520-09-50201-317-000	ABSORBANT PADS	156.00
			520-09-50201-382-000	VARIETY PK TIME MIST	79.00
			520-09-50201-367-000	LARGE SAFETY VEST	74.00
			520-09-50201-367-000	X-LARGE SAFETY VEST	37.00
				..... CHECK TOTAL	1,504.76

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87762	8/07	KENOSHA COUNTY TREASURER	110-04-54101-252-000	8/09 HEALTH SERVICES	82,769.50
87763	8/07	FASTENAL COMPANY	501-09-50104-389-000	7/09 ST TOOLS OR MAT	92.85
			521-09-50101-344-000	7/09 AR TOOLS OR MAT	30.25
				..... CHECK TOTAL	123.10
87764	8/07	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	7/09-IRRIGATION REPA	136.54
87765	8/07	J EWENS DESIGN INC	520-09-50201-389-000	5/09-3M VINYL LETTER	478.00
			520-09-50201-389-000	5/09-TD 3M VINYL LET	410.00
				..... CHECK TOTAL	888.00
87766	8/07	J & M RECOVERY & TOWING	110-02-52103-219-000	7/09-#09-109712 TOW	25.00
87767	8/07	STATE BAR OF WISCONSIN	110-01-50301-264-000	SUBSCRIPT/RICHARDSON	595.00
87768	8/07	MENARDS (KENOSHA)	110-05-55109-235-000	MATERIALS	404.92
			110-05-55109-244-000	7/09-ALFORD PK MERCH	137.84
			110-05-55102-244-000	7/09-LINCOLN PK MER	130.74
			110-05-55109-361-000	7/09-PA MERCHANDISE	100.12
			110-05-55109-244-000	7/09-PA MERCHANDISE	99.88
			501-09-50105-359-000	7/09-ST MERCHANDISE	95.88
			110-05-55109-244-000	7/09-PA MERCHANDISE	68.42
			110-05-55109-244-000	7/09-PA MERCHANDISE	48.17
			110-05-55102-361-000	7/09-PA MERCHANDISE	31.38
			110-05-55102-249-000	7/09-PA MERCHANDISE	24.98
			110-05-55102-249-000	7/09-PA MERCHANDISE	23.31
			110-05-55109-355-000	7/09-PA MERCHANDISE	21.92
			110-05-55102-249-000	7/09-PA MERCHANDISE	17.93
			110-05-55109-246-000	7/09-ALFORD PK MERCH	14.25
			110-05-55109-249-000	7/09-PA MERCHANDISE	12.96
			521-09-50101-382-000	7/09-AR MERCHANDISE	9.47
			521-09-50101-375-000	7/09-AR MERCHANDISE	8.48
			521-09-50101-344-000	7/09-AR MERCHANDISE	4.00
			521-09-50101-385-000	7/09-AR MERCHANDISE	3.97
				..... CHECK TOTAL	1,258.62
87769	8/07	SHERWIN INDUSTRIES	630-09-50101-393-000	7/09-PARTS/SERVICE	799.87
87770	8/07	DIVER DAN'S SCUBA CENTER	110-00-44809-000-000	CASH ESCROW-#128877	5,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87771	8/07	PLATINUM SYSTEMS	110-01-51102-233-000	AVG ANTI-VIRUS	1,478.15
87772	8/07	WIS SCTF	110-00-21581-000-000	8/07/09 HRLY DEDUCT	1,824.12
87773	8/07	KENOSHA COUNTY JOB CTR	256-06-50559-259-000	#5000480 RELOC EXP	7,083.75
87774	8/07	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/07/09 J.PETRILLO	139.82
87775	8/07	BRICKLINE, INC.	110-03-53110-371-000	EPOXY 4-INCH	8,273.20
			110-03-53110-371-000	EPOXY 6-INCH	2,403.80
			110-03-53110-371-000	EPOXY RAILROAD CROSS	1,400.00
			110-03-53110-371-000	EPOXY ARROWS TYPE 2	1,400.00
			110-03-53110-371-000	CONTINGENCES	885.62
			110-03-53110-371-000	EPOXY WORDS -ONLY-	800.00
			110-03-53110-371-000	EPOXY 6-INCH WHITE	360.00
			110-03-53110-371-000	EPOXY ARROWS TYPE 1	200.00
			110-03-53110-371-000	EPOXY STOP BAR	60.00
				..... CHECK TOTAL	15,782.62
87776	8/07	ANAYA'S AUTO REPAIR	630-09-50101-393-000	7/09 #2385 AUTOMOTIV	255.24
87777	8/07	ANTON'S GREENHOUSE INC	110-01-50602-353-000	6/09 PLANTS	67.50
			110-01-50602-353-000	6/09 PLANTS	42.00
				..... CHECK TOTAL	109.50
87778	8/07	LOCAL GOVERNMENT PROPERTY	501-09-50105-271-000	2008 EXCAVATOR	332.00
87779	8/07	INTRINSIC PERENNIAL GARDENS	110-01-50602-353-000	6/09-PERENNIALS	292.25
87780	8/07	ACCURINT	110-02-52101-219-000	6/09 SEARCHES/LOCATE	66.45
87781	8/07	FABCO RENTS	403-11-50901-588-000	EQUIPMENT RENTAL	2,272.10
			403-11-50901-588-000	EQUIPMENT RENTAL	1,094.40
				..... CHECK TOTAL	3,366.50
87782	8/07	HAPPENINGS MAGAZINE	222-09-50101-259-908	7/09 PB&J/PIKE RVR	413.00
87783	8/07	MILWAUKEE SPRING &	630-09-50101-393-000	7/09-PARTS/LABOR	55.85
87784	8/07	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	7/09 170 TRAPPED	6,800.00
			110-04-54102-254-000	8/09 ANIMAL CONTROL	3,500.00
			110-04-54102-254-000	7/09 69 CAPTURE (7)	3,105.00
			110-04-54102-254-000	7/09 65 PICK UP	1,950.00
			110-04-54102-254-000	7/09 61 CAPTURE (10)	1,372.50
			110-04-54102-254-000	7/09 30 CAPTURE	1,350.00
			110-04-54102-254-000	7/09 17 EMERGENCY	680.00
			110-04-54102-254-000	7/09 12 CAPTURE (8)	600.00
			110-04-54102-254-000	7/09 3 DEAD	60.00
				..... CHECK TOTAL	19,417.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87785	8/07	PROCESSWORKS INC.	110-00-21578-000-000	8/04/09 CHECK REG	1,483.02
87786	8/07	PROCESSWORKS, INC.	110-09-56310-219-000	7/09 ADMIN CHARGES	573.52
87787	8/07	NEW URBAN NEWS	110-01-51701-322-000	1 YR SUBSCRIPT RNWL	69.00
87788	8/07	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	7/09 #2170 PARTS & M	230.18
			630-09-50101-393-000	7/09 PARTS & MATERIA	81.56
			630-09-50101-393-000	7/09 #2170 PARTS & M	54.34
				..... CHECK TOTAL	366.08
87789	8/07	STATE DISBURSEMENT	110-00-21581-000-000	8/07/09 S.WELLS	27.71
87790	8/07	GREENMAN TECHNOLOGIES	205-03-53118-219-000	7/09-SERVICE AGREEME	1,678.80
87791	8/07	SOUTHPORT CYCLERY	110-02-52103-344-000	7/09-UNIT#249 PARTS/	88.00
87792	8/07	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#5000488 K.WALLACE	420.00
			252-06-50559-259-000	#5000501 J.GAETHKE	350.00
			252-06-50559-259-000	#5000494 T.POMPY	350.00
			252-06-50559-259-000	#5000491 R.GONZALEZ	350.00
				..... CHECK TOTAL	1,470.00
87793	8/07	CLARK DIETZ, INC	409-11-50906-589-000	7/09 CNTY "N" SERV.	1,001.25
87794	8/07	CONSULTANTS IN NEUROLOGY	110-09-56405-161-000	3/30/09 D WILFINGER	1,157.50
87795	8/07	IOD INCORPORATED	110-02-52102-219-000	7/09 09-107120 RECD	28.91
			110-09-56405-161-000	6/5/09 I RAMADANI	11.01
			110-09-56405-161-000	7/6/09 L KREUSER	8.89
			110-09-56405-161-000	2/4/09 J RYAN	8.72
			110-09-56405-161-000	7/3/09 T BOYD	8.72
			110-09-56405-161-000	5/10/09 D MOSS	8.55
				..... CHECK TOTAL	74.80
87796	8/07	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/19/09 S ALLEMAND	174.25
87831	8/07	UNITED OCC MEDICINE	110-09-56405-161-000	5/19/09 K FONK	124.10
87832	8/07	CORVEL CORPORATION	110-09-56405-161-000	3/30/09 D WILFINGER	989.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87833	8/07	AURORA HEALTH CARE	110-09-56405-161-000	7/6/09 L KREUSER	1,199.44
			110-09-56405-161-000	7/7/09 C BLATTER	635.76
			110-09-56405-161-000	7/3/09 T BOYD	255.20
			110-09-56405-161-000	6/5/09 I RAMADANI	33.44
				..... CHECK TOTAL	2,123.84
87834	8/07	ESTATE OF DONALD STREICH	611-00-49135-000-000	REISSUE CK 83971	468.02
87835	8/07	SHIKOFF, SOPHIA	110-00-44709-000-000	BARTEND LICENSE	50.00
87836	8/07	TOTH, PATRICIA	110-00-21106-000-000	2008 TAX 8123 40 AV	245.89
87837	8/07	SIMONS, RICHARD	110-00-21106-000-000	2008 RE TAX OVERPAY	178.57
87838	8/07	WALLNER, CAROL	110-00-46394-000-000	APPLIANCE STICKER	45.00
87839	8/07	SWENSON, REBECCA	110-00-46394-000-000	APPLIANCE STICKER	15.00
87840	8/07	POSEY, THEODIS #378073	110-09-56519-909-000	RTRN UNCLAIMED FUNDS	1,270.00
87841	8/07	MANKOWSKI, JOHN	501-09-50101-433-000	SW21140 OVERPAYMENT	40.34
87842	8/07	ESTATE OF EVELYN BABICH	611-00-49135-000-000	8-9/09 HEALTH INS	936.04
87843	8/07	ESTATE OF ALICE VALEO	611-00-49135-000-000	8-9/09 HEALHT INS	936.04
87844	8/07	STEWART, BRAD	110-02-52601-261-000	7/09 MILEAGE	404.25
87845	8/07	ENGEN, MITCH	110-02-52601-261-000	7/09 MILEAGE	173.80
			110-02-52601-226-000	6/09 CELL PHONE	14.68
				..... CHECK TOTAL	188.48
87846	8/07	TORCIVIA, NICK	110-02-52601-261-000	7/09 MILEAGE	173.25
87847	8/07	BLISE, PAULA	110-02-52601-261-000	7/09 MILEAGE	372.90
87848	8/07	BAUMANN, RICHARD H.	110-02-52601-261-000	7/09 MILEAGE	522.50
87849	8/07	SWARTZ, MARTHA E.	110-02-52601-261-000	7/09 MILEAGE	168.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87850	8/07	COVELLI, PAUL	110-01-50901-261-000	7/09 MILEAGE	213.95
87851	8/07	HILLESLAND, RICHARD	110-02-52601-261-000	7/09 MILEAGE	334.40
87852	8/07	MIKOLAS, KEVIN	110-02-52601-261-000	7/09 MILEAGE	333.30
87853	8/07	WILKE, BRIAN	110-01-51701-261-000	7/09 MILEAGE	35.20
87854	8/07	BILLINGSLEY, SHELLY	501-09-50101-261-000	7/29-8/4/09 MILEAGE	142.45
87855	8/07	CHIAPPETTA, LOUIS	110-02-52601-261-000	7/09 MILEAGE	156.75
87856	8/07	WASHINGTON, AL	110-01-50901-261-000	7/09 MILEAGE	116.05
87857	8/07	CRUEY, EDWARD	110-01-50901-261-000	7/09 MILEAGE	216.70
87858	8/07	DUMKE, JOHN E.	110-02-52601-261-000	7/09 MILEAGE	189.20
87859	8/07	JANTZEN, DENNIS	110-02-52601-261-000	7/09 MILEAGE	451.00
87860	8/07	SANCHEZ, MARGARITO	110-02-52601-261-000	7/09 MILEAGE	208.45
87861	8/07	PASKIEWICZ, JANINE	110-02-52601-261-000	7/09 MILEAGE	394.90
87862	8/07	SHAMSIPOUR, NICK	110-09-56402-261-000	7/09 MILEAGE	139.15
			110-09-56402-261-000	6/09 MILEAGE	94.05
				..... CHECK TOTAL	233.20
87863	8/07	VIOLA, LEO	110-09-56405-161-000	5/1-8/09 MILEAGE	104.95
87864	8/12	BLONER, JOHN JR	761-09-50101-322-000	VARIOUS KCM EXPENSES	42.00
			761-09-50101-312-000	VARIOUS KCM EXPENSES	12.48
				..... CHECK TOTAL	54.48
87865	8/12	RNOW, INC.	630-09-50101-393-000	7/09 PARTS/MATERIALS	169.15
87866	8/12	CARDINAL HEALTH	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	83.63
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	61.25
				..... CHECK TOTAL	144.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87867	8/12	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	7/09 CONCRETE/MATRL	7,620.76
			110-05-55109-354-000	7/09 MATERIALS	294.00
				..... CHECK TOTAL	7,914.76
87868	8/12	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	7/09 09-110851 LAB	47.30
			110-02-52101-219-000	7/09 09-107425 LAB	47.30
				..... CHECK TOTAL	94.60
87869	8/12	KENOSHA NEWS	222-09-50101-259-000	7/6/09 PARADE THANKS	576.75
			222-09-50101-259-909	7/24/09 PIKE RIVER	276.25
			222-09-50101-259-908	7/24/09 P B & J ADS	148.75
				..... CHECK TOTAL	1,001.75
87870	8/12	SHERWIN WILLIAMS CO.	501-09-50105-246-000	7/09 PAINT/SUPPLIES	38.76
87871	8/12	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	6/09 VARIOUS PARTS	183.75
87872	8/12	SHOPKO DEPT. STORE	110-02-52203-382-000	HOUSEHOLD ITEMS #7	155.91
87873	8/12	LORENZ TOPSOIL	110-05-55109-353-000	7/09 PULVRZ TOPSOIL	665.00
			110-05-55109-353-000	7/09 PULVRZ TOPSOIL	380.00
			110-05-55109-353-000	7/09 PULVRZ TOPSOIL	190.00
				..... CHECK TOTAL	1,235.00
87874	8/12	TRAFFIC & PARKING CONTROL CO	520-09-50202-249-000	PARKING LOT SIGNS	171.56
			520-09-50202-249-000	PARKING LOT SIGNS	26.08
				..... CHECK TOTAL	197.64
87875	8/12	AETNA	611-09-50101-155-517	8/09 PREMIUM	70,450.83
			611-09-50101-155-518	8/09 PREMIUM	31,731.33
			611-09-50101-155-519	8/09 PREMIUM	7,977.15
			611-09-50101-155-525	8/09 PREMIUM	3,352.32
			611-09-50101-155-518	8/09 PREMIUM	781.04
				..... CHECK TOTAL	114,292.67
87876	8/12	WILLKOMM INC., JERRY	521-09-50101-341-000	7/09 FUEL	1,733.87
			521-09-50101-341-000	7/09 FUEL	399.89
				..... CHECK TOTAL	2,133.76
87877	8/12	WIS DEPT OF REVENUE	110-00-21512-000-000	7/16-31/09 DEDUCTS	136,376.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87878	8/12	MAGID GLOVE & SAFETY	630-09-50101-393-000	7/09 GLOVES	1,682.56
87879	8/12	PAYNE & DOLAN INC.	110-03-53103-355-000	7/09 ASPHALT MATRLS	1,100.69
			110-05-55109-355-000	6/09 PA-ASPHALT MTL	614.22
				..... CHECK TOTAL	1,714.91
87880	8/12	WIS FUEL & HEATING INC	630-09-50101-391-000	7/09 UNLEADED GAS	19,346.30
87881	8/12	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	7/09 SWEEPER PARTS/B	1,604.00
87882	8/12	CURTIS INDUSTRIES, INC	630-09-50101-393-000	7/09 FASTENERS-VARIO	254.67
			630-09-50101-393-000	76/09 FASTENERS-VARI	219.29
				..... CHECK TOTAL	473.96
87883	8/12	FABCO EQUIPMENT, INC.	630-09-50101-393-000	7/09 PARTS/MATERIALS	972.62
			630-09-50101-393-000	7/09 PARTS/MATERIALS	69.87
			630-09-50101-393-000	7/09 #2477 PARTS/MT	28.34
			630-09-50101-393-000	7/09 PARTS/MATERIALS	20.67
				..... CHECK TOTAL	1,091.50
87884	8/12	KENOSHA WATER UTILITY	110-05-55109-224-000	HYDRANT-HARBORPARK	196.00
			110-05-55109-224-000	HYDRANT - KKB	126.00
			110-05-55109-224-000	HYDRANT-ROTARY TRN	47.64
			110-05-55109-224-000	HYDRANT-LAKE FRONT	14.91
				..... CHECK TOTAL	384.55
87885	8/12	LARK UNIFORM, INC.	110-02-52103-367-000	12/08 #503 UNIFORM I	123.90
87886	8/12	BATTERIES PLUS COMMERCIAL	520-09-50201-347-000	7/09 BATTERIES	324.50
87887	8/12	TIMBERLINE TREES LLC	407-11-50701-353-000	2" B&B RED OAK	1,480.00
			407-11-50701-353-000	SUGAR MAPLE	1,440.00
				..... CHECK TOTAL	2,920.00
87888	8/12	AT&T	110-01-51801-225-000	7/28-8/27 653-7213	575.43
			110-02-52108-225-000	8/04-09/03 656-1234	185.99
			110-01-51801-227-000	7/28-08/27 653-8297	92.80
			110-05-55111-225-000	7/28-8/27 942-3781	39.35
			206-02-52205-225-000	7/28-08/27 653-9156	27.76
			110-01-51801-225-000	7/25-8/27 942-8834	27.76
			521-09-50101-225-000	8/04-09/03 656-1586	27.64
			110-01-51801-225-000	8/01-8/31 605-9294	27.64
				..... CHECK TOTAL	1,004.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87889	8/12	DWD-UI	520-09-50101-157-000	7/09 UNEMPLOYMENT	4,431.63
			110-09-56308-157-000	7/09 UNEMPLOYMENT	3,683.81
			110-00-15601-000-000	7/09 UNEMPLOYMENT	246.36
			110-09-56308-157-000	7/09 UNEMPLOYMENT	534.97CR
				..... CHECK TOTAL	7,826.83
87890	8/12	AHA! KENOSHA	761-09-50101-323-000	2009 MEMBERSHIP	30.00
87891	8/12	OFFICEMAX	501-09-50101-311-000	7/09 PW #1209 OFFICE	1,223.15
			110-02-52103-311-000	7/09 PD #1219 OFFICE	246.58
			110-02-52103-311-000	7/09 PD #1220 OFFICE	30.00
			501-09-50101-311-000	7/09 PW 1209 RETURN	498.76CR
				..... CHECK TOTAL	1,000.97
87892	8/12	PAT'S SERVICES, INC.	110-05-55108-282-000	6/22-7/19 SO. PIER	196.00
			524-05-50101-282-000	6/22-8/19 GOLF CRSE	98.00
			110-05-55108-282-000	6/22-8/19 SOUTHPORT	98.00
			110-05-55108-282-000	6/22-7/19 ALFORD #1	98.00
			205-03-53119-282-000	6/20-7/17 ST-PORTBL	63.00
				..... CHECK TOTAL	553.00
87893	8/12	LINCOLN CONTRACTORS SUPPLY	110-03-53103-389-000	7/09 ST-TOOLS/SUPPL	129.97
			501-09-50105-355-000	7/09 ST-TOOLS/SUPPL	53.45
			110-03-53110-389-000	7/09 ST-TOOLS/SUPPL	28.89
			110-03-53103-389-000	7/09 ST-TOOLS/SUPPL	9.90
				..... CHECK TOTAL	222.21
87894	8/12	HOLLAND SUPPLY, INC.	110-05-55109-249-000	7/09 PA-HYDRLC FITS	46.99
			630-09-50101-393-000	7/09 CE-HYDRLC FITS	37.68
			520-09-50201-347-000	7/09 TD-HYDRLC FITT	23.56
			521-09-50101-344-000	7/09 AR-HYDRLC FITS	15.43
				..... CHECK TOTAL	123.66
87895	8/12	REGISTRATION FEE TRUST	717-09-50101-561-000	2006 JEEP TITLE TRN	69.50
87896	8/12	PARKSIDE TRUE VALUE HARDWARE	110-01-51306-312-000	7/09 SERVICES/SUPPLI	134.26
			110-02-52203-382-000	7/09 FD-SUPPLIES	66.66
			110-02-52203-344-000	7/09 FD-SUPPLIES	15.97
				..... CHECK TOTAL	216.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87897	8/12	AETNA CLAIMS	611-09-50101-155-527	8/07/09 CLAIMS	48,707.22
87898	8/12	LEE PLUMBING, INC.	110-01-51801-241-000	7/09 HEALTHLAB-HVAC,	881.00
			110-01-51801-241-000	7/09 HEALTHLAB-HVAC,	200.00
				..... CHECK TOTAL	1,081.00
87899	8/12	GFI GENFARE	520-09-50201-347-000	7/09 PARTS	14.50
87900	8/12	PAUL CONWAY SHIELDS	110-02-52206-367-000	7/09 BOOTS-TURNOUT G	324.50
			110-02-52206-367-000	7/09 BOOTS-TURNOUT G	305.00
				..... CHECK TOTAL	629.50
87901	8/12	WASTE MANAGEMENT OF WI	110-03-53117-253-416	7/09 1143.49 TONS	37,208.23
			110-03-53117-253-416	7/09 215.77 TONS	6,309.12
			501-09-50104-253-000	7/09 185.45 TONNAGE	5,594.26
			110-03-53117-253-417	7/09 27 COMPT PULLS	4,478.88
			257-06-50463-259-000	#5000578 5500 24 AV	3,409.87
				..... CHECK TOTAL	57,000.36
87902	8/12	MALSACK, J	110-09-56501-259-000	7/09 30TH AV&63 ST	2,800.00
			110-09-56501-259-000	7/09 4/44 11 AV GRS	225.00
			110-09-56501-259-000	7/09 4711 22 AV GRS	27.00
				..... CHECK TOTAL	3,052.00
87903	8/12	KNOX COMPANY	501-09-50105-344-000	KNOX BOX 3200 SERIES	327.00
			110-03-53103-344-000	KNOX BOX 3200 SERIES	305.00
			501-09-50105-344-000	KNOX KEY SWITCH	91.00
			110-03-53103-344-000	KNOX KEY SWITCH	91.00
				..... CHECK TOTAL	814.00
87904	8/12	MENARDS (KENOSHA)	110-05-55104-249-000	7/09 FIELD PAINT	270.80
			110-05-55109-244-000	7/09 PA-MERCHANDISE	139.20
			110-05-55109-244-000	7/09 PA-MERCHANDISE	87.92
			110-05-55102-249-000	7/09 PA-MERCHANDISE	70.36
			110-02-52203-382-000	7/09 FD-STN7 MERCHND	63.47
			524-05-50101-357-000	7/09 GO-MERCHANDISE	48.79
			206-02-52205-344-000	7/09 FD MED UNITS	38.17
			110-05-55109-382-000	7/09 POOL SUPPLIES	37.57
			110-01-51801-389-000	7/09 MB-MERCHANDISE	26.03
			524-05-50101-353-000	7/09 GO-MERCHANDISE	25.72
			110-02-52203-353-000	7/09 FD-STN7-MERCHN	23.94
			110-05-55109-244-000	7/09 ALFORD-MERCHAND	14.48
			110-05-55109-361-000	7/09 PA-MERCHANDISE	11.98
			110-05-55102-361-000	7/09 PA-MERCHANDISE	10.43
				..... CHECK TOTAL	868.86

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87905	8/12	CLARK PRODUCTS	630-09-50101-393-000	7/09 PLASTIC BAGS	717.05
			630-09-50101-393-000	8/09 PRICE CORRECTN	96.55CR
				..... CHECK TOTAL	620.50
87906	8/12	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	7/09 #2926 REPAIR	24.00
87907	8/12	BELLE CITY FIRE EXTINGUISHER	501-09-50105-259-000	7/09 ST-EXTINGUISHR	372.65
			110-03-53103-259-000	7/09 ST-EXTINGUISHR	372.65
			110-03-53116-246-000	6/09 WA-EXTINGUISHR	241.20
				..... CHECK TOTAL	986.50
87908	8/12	HALLMAN LINDSAY	110-05-55109-244-000	7/09 PAINT/PRODUCTS	119.55
			524-05-50101-244-000	7/09 PAINT/PRODUCTS	20.79
				..... CHECK TOTAL	140.34
87909	8/12	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	7/09 #2677 RADIATOR	1,195.00
			630-09-50101-393-000	7/09 RADIATOR REPAIR	919.00
			630-09-50101-393-000	7/09 #2624 RADIATOR	300.00
			630-09-50101-393-000	7/09 RADIATOR REPAIR	240.00
			630-09-50101-393-000	7/09 RADIATOR REPAIR	240.00
				..... CHECK TOTAL	2,894.00
87910	8/12	TIME WARNER CABLE	520-09-50301-233-000	8/09 TRANSIT-ROADRN	139.95
			110-01-51102-233-000	8/09 AIRPORT-ROADRN	139.95
				..... CHECK TOTAL	279.90
87911	8/12	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	1,435.72
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	82.56
				..... CHECK TOTAL	1,518.28
87912	8/12	NICOLET NATURAL SE	761-09-50101-389-000	8/09 WATER COOLER	7.95
87913	8/12	HAPPENINGS MAGAZINE	222-09-50101-259-000	6/09 GUIDE TO CITY	7,750.00
87914	8/12	BUSCHE, JUDY L.L.C.	110-01-50301-219-000	7/09 PROCESS SERVICE	235.00
87915	8/12	RIMKUS, JASON	761-09-50101-111-000	8/01-15/09 SERVICES	1,735.13
			761-00-21514-000-000	8/01-15/09 SERVICES	25.16CR
			761-00-21599-000-000	8/01-15/09 SERVICES	86.75CR
			761-00-21512-000-000	8/01-15/09 SERVICES	97.00CR
			761-00-21511-000-000	8/01-15/09 SERVICES	107.58CR
			761-00-21513-000-000	8/01-15/09 SERVICES	173.00CR
				..... CHECK TOTAL	1,245.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87916	8/12	PIRO, RALPH	761-09-50101-111-000	8/01-15/09 SERVICES	822.29
			761-00-21514-000-000	8/01-15/09 SERVICES	11.92CR
			761-00-21512-000-000	8/01-15/09 SERVICES	37.30CR
			761-00-21513-000-000	8/01-15/09 SERVICES	50.00CR
			761-00-21511-000-000	8/01-15/09 SERVICES	50.98CR
				..... CHECK TOTAL	672.09
87917	8/12	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	7/09 TD-COACH PARTS	98.39
87918	8/12	TEMCO	420-11-50804-219-000	5/09 GENERAL EXPS	379.00
			420-11-50804-219-000	DUP PYMNT 87616	300.00CR
				..... CHECK TOTAL	79.00
87919	8/12	GLENROCK COMPANY	501-09-50105-361-000	MORTAR MIXING PADDLE	657.78
			501-09-50105-361-000	HEXAFIX ADAPTER	68.50
				..... CHECK TOTAL	726.28
87920	8/12	GLACIER CANYON LODGE	110-02-52110-263-000	9/16-18 2-3 NIGHTS	240.00
87921	8/12	REMAX LAKESIDE	461-11-50601-581-000	4609 36TH AVE ACQ	1,000.00
87922	8/12	MEDINA, MONICA	110-00-21905-000-000	BEACHHOUSE 7/17/09	70.00
87923	8/12	RUFFALO, SANDRA	520-09-50106-311-000	CDL LICENSE RNWL	74.00
87924	8/12	PIORKOWSKI, RON	520-09-50106-311-000	INFO SHEET LAMINATED	26.73
87925	8/14	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	8/09-ST ELECTRICAL M	127.60
			110-02-52203-344-000	7/09-FD#4 ELECTRICAL	127.56
			110-03-53109-361-000	7/09-ST ELECTRICAL M	20.95
			110-02-52203-344-000	7/09-FD#4 ELECTRICAL	1.56
				..... CHECK TOTAL	277.67
87926	8/14	HWY C SERVICE	630-09-50101-393-000	PARTS	350.75
87927	8/14	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/01-15/09 CONTRIBS	57,376.95
87928	8/14	CARDINAL HEALTH	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	700.15
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	136.34
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	94.96
			206-02-52205-382-000	7/09 STN3 HOUSEKEEPN	40.14
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	19.63
				..... CHECK TOTAL	991.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87929	8/14	KINDY OPTICAL	110-01-51303-164-000	5/09 SAFETY GLASSES	79.00
87930	8/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/14/09 CITY SAL	50,562.63
			110-00-21562-000-000	8/14/09 CITY HRLY	17,094.37
			110-00-21562-000-000	8/14/09 LIBRARY SAL	8,831.50
			110-00-21562-000-000	8/14/09 WATER SAL	8,698.50
			110-00-21562-000-000	8/14/09 WATER HRLY	4,043.00
			110-00-21562-000-000	8/14/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	89,345.00
87931	8/14	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	7/09 PRISONER MAINT	2,626.00
87932	8/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	8/14/09 CITY SAL	1,897.37
			110-00-21541-000-000	8/14/09 LIBRARY SAL	383.00
			110-00-21541-000-000	8/14/09 WATER SAL	148.17
				..... CHECK TOTAL	2,428.54
87933	8/14	LABOR PAPER, THE	401-11-50901-585-000	7/09 PHASE IV-INSTL	40.20
			401-11-50904-586-000	7/09 SIDEWALK HAZRD	32.50
			401-11-50901-585-000	7/09 RESURF PHS IV	29.77
			401-11-50904-586-000	7/09 RES 86-09 LEGL	27.46
			401-11-50901-585-000	6/09 RESURF PHASE I	26.20
			401-11-50904-586-000	7/09 SIDEWALK/DRVWY	24.10
			401-11-50901-585-000	7/09 RESURF PHS III	10.66
			401-11-50901-585-000	7/09 RES 85-09 LEGL	10.24
				..... CHECK TOTAL	201.13
87934	8/14	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/23/09 P ROMANO	1,460.75
			520-09-50101-161-000	6/16/09 P PORTER	14.25
				..... CHECK TOTAL	1,475.00
87935	8/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	8/14/09 SAL DEDUCT	93,515.00
87936	8/14	LEAGUE OF WISCONSIN	110-01-50901-264-000	9/15/09 ASSESS INST	520.00
87937	8/14	LEMAY BUICK PONTIAC GMC	630-09-50101-393-000	7/09-CE PARTS/MATERI	930.98
			520-09-50201-347-000	7/09-TD PARTS/MATERI	36.10
				..... CHECK TOTAL	967.08
87938	8/14	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	9/09 PREMIUM	13,330.28
			110-09-56304-156-000	9/09 PREMIUM	6,601.63
			110-00-15601-000-000	9/09 PREMIUM	1,708.82
			110-00-15201-000-000	9/09 PREMIUM	1,188.01
			520-09-50101-156-000	9/09 PREMIUM	667.55
			110-00-15202-000-000	9/09 PREMIUM	416.64
			631-09-50101-156-000	9/09 PREMIUM	288.70
			632-09-50101-156-000	9/09 PREMIUM	193.19
			110-00-14401-000-000	9/09 PREMIUM	123.19
			520-09-50201-156-000	9/09 PREMIUM	101.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-156-000	9/09 PREMIUM	82.63
			520-09-50105-156-000	9/09 PREMIUM	68.65
			521-09-50101-156-000	9/09 PREMIUM	56.78
			630-09-50101-156-000	9/09 PREMIUM	22.01
			501-09-50101-156-000	9/09 PREMIUM	21.61
			501-09-50103-156-000	9/09 PREMIUM	13.10
			520-09-50401-156-000	9/09 PREMIUM	5.51
			501-09-50105-156-000	9/09 PREMIUM	3.18
			501-09-50102-156-000	9/09 PREMIUM	3.14
				..... CHECK TOTAL	24,895.90
87939	8/14	SHOPKO DEPT. STORE	206-02-52205-318-000	7/09-FD#5 MERCHANDIS	59.88
87940	8/14	VULCAN MATERIALS COMPANY	403-11-50901-588-000	7/09-AGGREGATE MATER	962.76
			403-11-50901-588-000	7/09-AGGREGATE MATER	653.46
				..... CHECK TOTAL	1,616.22
87941	8/14	WE ENERGIES	110-05-55109-221-000	331 07/06-08/04	1,256.64
			110-02-52203-221-000	#31 07/09-08/09	1,139.47
			110-05-55102-221-000	#31 07/08-08/06	1,060.59
			110-05-55109-221-000	#31 07/07-08/05	976.01
			524-05-50101-221-000	#31 07/06-08/04	720.05
			110-03-53109-221-000	#31 07/07-08/05	591.35
			110-05-55109-221-000	#31 07/09-08/09	497.31
			110-03-53109-221-000	#31 07/06-08/04	419.22
			110-03-53109-221-000	#31 07/01-08/02	324.17
			110-05-55102-221-000	#31 07/07-08/05	302.22
			110-03-53103-221-000	#31 07/10-08/06	231.48
			110-03-53109-221-000	#31 06/30-07/30	216.57
			110-03-53109-221-000	#31 07/08-08/07	147.20
			110-03-53103-221-000	#31 07/01-08/02	140.24
			110-03-53109-221-000	#31 07/01-07/30	136.74
			110-05-55109-221-000	#31 07/08-08/06	127.81
			110-03-53109-221-000	331 07/09-08/09	113.18
			110-02-52203-222-000	#31 07/09-08/09	91.89
			110-03-53109-221-000	#31 07/07-08/04	73.03
			110-05-55102-221-000	#31 07/09-08/09	72.77
			110-05-55109-221-000	#31 07/09-08/07	64.83
			524-05-50101-222-000	#31 07/06-08/04	61.17
			110-05-55109-221-000	#31 07/05-08/03	61.01
			110-05-55109-221-000	#31 07/10-08/10	57.86
			110-05-55102-221-000	#31 07/06-08/04	52.04
			110-03-53109-221-000	#31 07/05-08/03	45.44
			110-05-55109-221-000	#31 06/30-07/30	40.05
			110-05-55109-221-000	#31 07/02-08/03	33.74
			110-03-53109-221-000	331 07/08-08/06	21.36
			110-05-55108-221-000	#31 07/09-08/07	21.09
			519-09-50106-221-000	#31 07/09-08/09	20.88
			110-05-55108-221-000	#31 07/08-08/06	19.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	#31 07/10-08/10	17.55
			110-05-55109-222-000	#31 07/06-08/04	16.68
			110-02-52103-222-000	#31 06/30-07/30	8.33
			110-05-55109-222-000	#31 07/08-08/06	8.12
			110-05-55109-222-000	#31 07/05-08/03	8.12
			110-05-55109-222-000	#31 07/07-08/05	6.74
			110-05-55108-221-000	#31 07/06-08/04	.25
				..... CHECK TOTAL	9,202.88
87942	8/14	WE ENERGIES	285-06-51603-259-000	#5000547 UTILITIES	38.80
			231-06-51610-259-000	#5000511 UTILITIES	30.30
			284-06-50302-259-000	#5000621 UTILITIES	25.24
			283-06-51609-259-000	#5000546 UTILITIES	23.73
			283-06-50208-259-000	#5000500 UTILITIES	23.11
			284-06-50202-259-000	#5000499 UTILITIES	22.46
			284-06-51608-259-000	#5000495 UTILITIES	8.57
				..... CHECK TOTAL	172.21
87943	8/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	8/14/09 H.TOLBERT	211.30
87944	8/14	FEDERAL RESERVE BANK OF	110-00-21561-000-000	8/09 SAVINGS BOND	500.00
87945	8/14	LEITCH PRINTING CORPORATION	110-01-50901-311-000	7/09 AS-RETURN EPS	88.00
87946	8/14	PEPSI AMERICAS, INC.	524-05-50101-397-000	7/09-GO SOFT DRINKS	199.35
87947	8/14	REINDERS INC.	110-05-55104-353-000	7/09-PARTS/SERVICES	508.00
87948	8/14	AMERICAN BOTTLING CO.	524-05-50101-397-000	7/09 SOFT DRINKS	434.14
			524-05-50101-397-000	7/09 SOFT DRINKS	241.25
				..... CHECK TOTAL	675.39
87949	8/14	WIS FUEL & HEATING INC	630-09-50101-392-000	7/09-DIESEL FUEL	15,809.71
87950	8/14	TOWN N COUNTRY LAUNDROMAT	110-02-52203-259-000	7/09-CLEAN TURN-OUT	89.00
87951	8/14	BROOKS TRACTOR, INC.	630-09-50101-393-000	7/09 PARTS/MATERIALS	1,509.88
			630-09-50101-393-000	7/09 PARTS/MATERIALS	305.17
				..... CHECK TOTAL	1,815.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87952	8/14	C.J.W., INC.	524-05-50101-397-000	7/09-CONSUMABLE MERC	130.60
			524-05-50101-397-000	7/09-CONSUMABLE MERC	115.66
				..... CHECK TOTAL	246.26
87953	8/14	BATTERIES PLUS COMMERCIAL	110-02-52203-385-000	7/09 FD#4 BATTERIES	71.94
87954	8/14	CHASE BANK KENOSHA	110-00-21513-000-000	8/14/09 DEDUCTS	221,797.38
			110-00-21511-000-000	8/14/09 DEDUCTS	85,709.41
			110-00-21612-000-000	8/14/09 DEDUCTS	85,708.97
			110-00-21614-000-000	8/14/09 DEDUCTS	25,492.91
			110-00-21514-000-000	8/14/09 DEDUCTS	25,492.69
				..... CHECK TOTAL	444,201.36
87955	8/14	OPTIMETRICS, INC.	110-02-52203-316-000	SOFTWARE LICENSE	299.00
87956	8/14	FEDEX	110-01-51306-312-000	7/09 RM-SHIPPING SER	81.50
87957	8/14	OFFICEMAX	110-01-51101-311-000	7/09 FN #1216 OFFICE	67.26
			110-02-52601-311-000	7/09 DH #1214 OFFICE	63.52
			110-01-51301-311-000	7/09 AD #1215 OFFICE	52.32
			761-09-50101-311-000	CD/DVD ENVELOPES	31.40
			110-01-50101-311-000	7/09 CT #1217 OFFICE	24.71
			110-09-56402-311-000	7/09 FN #1218 OFFICE	21.76
				..... CHECK TOTAL	260.97
87958	8/14	PFEIFFER, GEORGIE	110-02-52203-165-000	8/09 BENEFITS	218.17
87959	8/14	PREISS, IRENE	110-02-52203-165-000	8/09 BENEFITS	410.53
87960	8/14	TUDJAN, EDWARD	110-02-52203-165-000	8/09 BENEFITS	941.50
87961	8/14	ZAK, PAUL	110-02-52203-165-000	8/09 BENEFITS	861.97
87962	8/14	SWARTZ NURSERIES	110-05-55113-353-000	7/09-PLANT MATERIALS	183.00
87963	8/14	LALONDE CONTRACTORS INC	409-11-50906-589-000	EST 1-STREET RECONST	41,600.64
87964	8/14	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/14/09 D.FAFFORD	30.00
87965	8/14	BANE-NELSON, INC.	405-11-50708-589-000	FINAL-SKATEBOARD PK	3,585.23
			405-11-50801-589-000	FINAL-RESTROOM RENV	3,550.00
				..... CHECK TOTAL	7,135.23

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87966	8/14	PROBUILD	285-06-51603-259-000	#5000512 MATERIALS	1,237.86
87967	8/14	HOLLAND SUPPLY, INC.	630-09-50101-393-000	7/09-CE HYDRAULIC FI	292.80
			630-09-50101-393-000	7/09-CE HYDRAULIC FI	192.58
			630-09-50101-393-000	7/09-CE HYDRAULIC FI	41.94
				..... CHECK TOTAL	527.32
87968	8/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	8/14/09 SAL DEDUCT	719.00
87969	8/14	WOLTER POWER SYSTEMS	630-09-50101-393-000	GOVERNOR ASSEMBLY	412.72
87970	8/14	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/14/09 B.GARRETT	118.91
87971	8/14	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	8/14/09 A.DETLOFF	155.28
			110-00-21581-000-000	8/14/09 JURKIEWICZ	142.05
				..... CHECK TOTAL	297.33
87972	8/14	VERIZON NORTH	110-02-52203-225-000	7/22-8/22/09 FIRE	41.51
87973	8/14	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	8/14/09 T.BOYD	134.44
87974	8/14	TIRE SERVICE EQUIPMENT	520-09-50201-235-000	DRIVE SHAFT	175.02
			520-09-50201-235-000	COUPLER	164.75
			520-09-50201-235-000	COIL W/JUNCTION BOX	128.70
			520-09-50201-235-000	COOLANT UNIT	109.60
			520-09-50201-235-000	GROOVER BLADES	109.26
			520-09-50201-235-000	BLADE	108.84
			520-09-50201-235-000	VALVE	76.86
			520-09-50201-235-000	BLADE GUIDE	67.66
			520-09-50201-235-000	LEAD SCREW	54.05
			520-09-50201-235-000	VALVE BODY	47.41
			520-09-50201-235-000	BEARING	33.40
			520-09-50201-235-000	KEY	2.80
			520-09-50201-235-000	BLADE DRIVE	2.28
				..... CHECK TOTAL	1,080.63
87975	8/14	AETNA CLAIMS	611-09-50101-155-527	7/31/09 CLAIMS	36,784.64
87976	8/14	UNIVERSITY OF TENNESSEE NFA	110-02-52107-264-000	D.BANDI 9/14-11/20	4,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87977	8/14	CALDWELL BANKER RONDON	257-06-50451-259-000	#5000551 EARNEST	1,000.00
87978	8/14	BELLE COFFEE SERVICE	524-05-50101-397-000	7/09 COFFEE/SUPPLIES	94.00
87979	8/14	NORLAB INC.	501-09-50105-389-000	TRACING DYE	219.60
			501-09-50105-389-000	TRACING DYE	189.60
				..... CHECK TOTAL	409.20
87980	8/14	MALSACK, J	284-06-51608-259-000	#5000483 STONE	166.25
			284-06-51607-259-000	#5000482 STONE	166.25
			284-06-50202-259-000	#5000484 STONE	166.25
			283-06-50208-259-000	#5000481 STONE	166.25
				..... CHECK TOTAL	665.00
87981	8/14	KAR PRODUCTS	110-02-52203-344-000	7/09 SUPPLIES/REPAIR	234.33
			520-09-50201-317-000	7/09 SHOP SUPPLIES	155.68
				..... CHECK TOTAL	390.01
87982	8/14	YUTKA FENCING	463-11-50601-589-000	58 ST RECONSTR FENCE	1,880.00
87983	8/14	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	7/09-COMPACTOR RENTA	615.25
87984	8/14	PORCARO FORD	206-02-52205-344-000	RADIATOR REPAIR	451.54
			206-02-52205-344-000	ADDITIONAL REPAIR	135.82
				..... CHECK TOTAL	587.36
87985	8/14	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	7/09 PARTS/LABOR	77.41
			630-09-50101-393-000	7/09 #2154 PARTS/LBR	62.86
				..... CHECK TOTAL	140.27
87986	8/14	WIS DEPT OF REVENUE	761-00-21512-000-000	7/09 KCM DEDUCTS	268.60
87987	8/14	FASTENAL COMPANY	521-09-50101-344-000	7/09 AR-TOOLS/MATRLS	47.39
			521-09-50101-344-000	7/09 AR-TOOLS/MATRLS	25.22
				..... CHECK TOTAL	72.61
87988	8/14	JP MORGAN CHASE BANK	761-00-21513-000-000	7/09 KCM DEDUCTS	446.00
			761-09-50101-152-000	7/09 KCM DEDUCTS	317.12
			761-00-21511-000-000	7/09 KCM DEDUCTS	317.12
			761-09-50101-158-000	7/09 KCM DEDUCTS	74.17
			761-00-21514-000-000	7/09 KCM DEDUCTS	74.16
				..... CHECK TOTAL	1,228.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87989	8/14	MANN BROS. SAND & GRAVEL	401-11-50704-586-000	FINAL-SIDEWALK CONTR	5,383.20
			403-11-50701-588-000	FINAL-CURB & GUTTER	4,263.25
			403-11-50702-585-000	FINAL-CURB & GUTTER	1,119.95
				..... CHECK TOTAL	10,766.40
87990	8/14	O'CONNOR, DUMEZ,	110-09-56402-219-000	6/09 SERVICES	132.00
87991	8/14	MENARDS (KENOSHA)	110-03-53103-389-000	7/09-ST MERCHANDISE	101.54
			110-05-55109-244-000	7/09-PA MERCHANDISE	88.80
			110-01-50602-389-000	7/09-KKB MERCHANDISE	86.65
			110-03-53103-357-000	7/09-ST MERCHANDISE	69.22
			110-03-53116-389-000	7/09-WA MERCHANDISE	59.34
			285-06-51603-259-000	#5000508 MATERIALS	38.91
			110-05-55109-389-000	7/09-PA MERCHANDISE	31.96
			110-01-50602-353-000	6/09-KKB MERCHANDISE	26.20
			110-05-55109-382-000	7/09-PA MERCHANDISE	24.50
			285-06-51603-259-000	#5000508 MATERIALS	22.80
			110-02-52203-246-000	7/09-FD#4 MERCHANDIS	15.98
			110-05-55102-361-000	7/09-PA MERCHANDISE	15.58
			110-03-53103-355-000	7/09-ST MERCHANDISE	12.99
			110-02-52203-344-000	7/09-FD#4 MERCHANDIS	12.27
			285-06-51603-259-000	#5000508 MATERIALS	10.89
			110-01-50602-389-000	7/09-KKB MERCHANDISE	8.40
				..... CHECK TOTAL	626.03
87992	8/14	PAYNE & DOLAN	417-11-50903-585-000	EST 2-RESURF PH I	352,769.75
87993	8/14	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	5/24/08 J HECKER	400.50
87994	8/14	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	7/09-BEER & SODA	76.35
87995	8/14	FREEDOM HYDRAULICS	630-09-50101-393-000	7/09 REPAIRS/SUPPLIE	1,517.50
			630-09-50101-393-000	7/09 REPAIRS/SUPPLIE	370.00
				..... CHECK TOTAL	1,887.50
87996	8/14	PLATINUM SYSTEMS	110-01-51102-233-000	AVG ANTI-VIRUS SOFTW	1,477.78
			110-01-51102-539-000	7/09-SUPPLIES	53.20
				..... CHECK TOTAL	1,530.98
87997	8/14	CENTRAL HIGH SCHOOL	110-00-21812-000-000	08 TAX ROLL STLMNT	71,749.71

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87998	8/14	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	08 TAX ROLL STLMNT	126,308.39
87999	8/14	WIS SCTF	110-00-21581-000-000	8/14/09 SAL DEDUCT	9,193.86
			110-00-21581-000-000	8/14/09 HRLY DEDUCT	1,618.24
				..... CHECK TOTAL	10,812.10
88000	8/14	HALLMAN LINDSAY	110-05-55111-244-000	PAINT EPOXY	323.94
			110-05-55111-244-000	EPOXY	269.94
			110-05-55111-244-000	POOL PAINT	231.96
				..... CHECK TOTAL	825.84
88001	8/14	CEDAR CREST	524-05-50101-397-000	7/09-CONCESSION SUPP	63.64
			524-05-50101-397-000	7/09-CONCESSION SUPP	63.64
				..... CHECK TOTAL	127.28
88002	8/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/14/09 M.RIVERA	746.00
			110-00-21581-000-000	8/14/09 J.PETRILLO	139.82
				..... CHECK TOTAL	885.82
88003	8/14	NEXTEL COMMUNICATIONS	110-02-52109-226-000	8/09 PHONE SERVICE	309.28
88004	8/14	NORTHERN SAFETY CO INC	110-03-53116-389-000	GLOVES	547.81
88005	8/14	ENTRANCE SYSTEMS	521-09-50101-249-000	7/09 GATE REPAIRS	141.00
88006	8/14	GATEWAY TECH COLLEGE	110-00-21803-000-000	08 TAX ROLL STLMNT	1,418,373.95
88007	8/14	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	08 TAX ROLL STLMNT	9,655.29
88008	8/14	LEE PLUMBING, HEATING AND	110-05-55111-235-000	REPAIRS TO HEATER	705.62
88009	8/14	MIDWEST GRAPHICS SERVICES	420-11-50810-584-000	6/09 TRUCK WASH PLN	1,826.00
88010	8/14	VERSANT, INC	520-09-50301-219-000	6/09 MARKETING SERVI	50.70
88011	8/14	PROCESSWORKS INC.	110-00-21578-000-000	8/11/09 CHECK REG	3,074.52
88012	8/14	ARCHITECTURAL ASSOCIATES LTD	405-11-50701-589-000	5/08-3/09 ARCHITECTU	525.85
			405-11-50801-589-000	5/08-3/09 ARCHITECTU	461.65
			405-11-50801-589-000	4-5/09 ARCHITECTURAL	78.75
				..... CHECK TOTAL	1,066.25

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88013	8/14	IAFF/NATIONWIDE	110-00-21574-000-000	8/01/15-09 CONTRIBS	20,954.49
88014	8/14	SUCCESS PLUMBING CO., INC	463-11-50601-589-000	WARRANTY-1924 56 ST	105.36
88015	8/14	DOUBLE D CONSTRUCTION INC	283-06-50208-259-000	#5000560 CURB	3,135.00
			284-06-51608-259-000	#5000558 CURB	1,950.00
			284-06-51607-259-000	#5000559 CURB	1,950.00
			284-06-50202-259-000	#5000557 CURB	1,950.00
				..... CHECK TOTAL	8,985.00
88016	8/14	J D BENEFITS, INC	110-00-21517-000-000	8/01-15/09 DEDUCTS	6,838.29
88017	8/14	CHANNING BETE	782-09-50101-369-000	CPR300 RESCUE AID	449.50
			782-09-50101-369-000	INFANT CPR	349.50
			782-09-50101-369-000	FAMILY & FRIENDS CPR	299.50
			782-09-50101-369-000	A/C COMBO SHIELD BAG	229.77
			782-09-50101-369-000	LITTLE ANNE AIRWAYS	207.00
				..... CHECK TOTAL	1,535.27
88018	8/14	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/01-15/09 CONTRIBS	11,981.25
88019	8/14	SOUTHPORT REHAB ASSOC, INC	110-09-56405-161-000	3/30/09 D WILFINGER	368.90
88020	8/14	VERITY MEDICAL INC	110-09-56405-161-000	2/4/09 J RYAN	1,650.00
88021	8/14	TRUE COURSE MDCS LLC	110-09-56405-161-000	3/24/09 O VILLALOBOS	1,139.88
88022	8/14	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/23/09 P ROMANO	85.00
			110-09-56405-161-000	6/23/09 P ROMANO	33.15
				..... CHECK TOTAL	118.15
88023	8/14	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/23/09 P ROMANO	319.60
			110-09-56405-161-000	6/30/09 C LARSON	266.90
				..... CHECK TOTAL	586.50
88024	8/14	AURORA HEALTH CARE	110-09-56405-161-000	7/6/09 LEA KREUSER	283.36
88025	8/14	ACCESS MEDICAL CENTER	110-09-56405-161-000	4/16/07 J BELLER	180.90
88026	8/14	MICELI, GIUSEPPE DPM	110-09-56405-161-000	3/30/09 D WILFINGER	47.70

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88027	8/14	VILLA MARINA	110-00-21106-000-000	2008 RE TAX OVERPAY	665.74
88028	8/14	K-CORP OF RACINE	110-00-21917-000-000	ESCROW 9222 61 ST	950.00
88029	8/14	BRUCHMAN, GARY C & EMILY	110-00-21106-000-000	REISSUE CK 83149	67.31
88030	8/14	DREIFKE, NATHAN & BRENDA	110-00-21106-000-000	REISSUE CK #81954	84.20
88031	8/14	HOTEL SIERRA	110-01-50901-263-000	P.COVELLI 9/16 2 NT	210.00
			110-01-50901-263-000	KRYSTOWIAK 9/16-18	210.00
			110-01-50901-263-000	M.HIGGINS 9/15 2 NT	210.00
				..... CHECK TOTAL	630.00
88032	8/14	SHAH, SYED T	110-00-44709-000-000	BARTENDER LICENSE	50.00
88033	8/14	YUENKEL ENTERPRISES LLC	110-00-21109-000-000	OVERPAY BEER & LIQUO	157.00
88034	8/14	VIOLA, ANGELA AND	110-00-21106-000-000	2008 RE TAX OVERPAY	10.00
88035	8/14	LINN, WILLIAM	110-00-21106-000-000	2008 RE TAX OVERPAY	6.00
88036	8/14	SELECT PORTOFOLIO SERVICING	110-00-21106-000-000	2008 RE TAX OVERPAY	1.90
88037	8/14	MATZUR, JASON J	110-00-44709-000-000	BARTENDER LICENSE	50.00
88038	8/14	SAARNIO. LAURA	110-00-44709-000-000	BARTENDER LICENSE	50.00
88039	8/14	LAGUNAS, EVA	110-00-44507-000-000	CABARET LICENSE	175.00
88040	8/14	NEYRINCK, PAUL & SHARON	409-11-51006-589-000	RIGHT OF WAY 38TH ST	15,300.00
88041	8/14	CARREON, KRISTINE	520-09-50101-367-000	2009 UNIFORM ALLOW	34.77

GRAND TOTAL FOR PERIOD ********** 4,581,996.22

CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Item # **L.1.b**
City of Kenosha
Common Council Agenda
9/21/09

Disbursement Record 16

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 08/16/09 through 08/31/09 and have approved the disbursements as follows:

1. Checks numbered from 088042 through 088452 as shown on attached listing consisting of:

a.	Debt Service	-0-
b.	Investments	-0-
c.	All Other Disbursements	21,374,531.84
	SUBTOTAL	21,374,531.84

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,306,363.59

TOTAL DISBURSEMENTS APPROVED 22,680,895.43

Eric Haugaard	Katherine Marks
Anthony Kennedy	Daniel Prozanski Jr.
Tod Ohnstad	David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

Carol L. Stanczuto

Director of Finance

(disbursementsblank.share.fin)

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: 09/11/09

Prepared By: MKS

Reviewed By: als

CITY OF KENOSHA

DISBURSEMENT JOURNAL

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88042	8/17	WNOA, INC.	717-09-50101-264-000	8/19-21 CONFERENCE	525.00
88043	8/19	RNOW, INC.	501-09-50104-344-000	INSTALL CAMERA SYST	2,700.00
			501-09-50104-344-000	INSTALL CAMERA SYST	2,700.00
			501-09-50104-344-000	4/09-INSTALL CAMERA	565.00
			501-09-50104-344-000	4/09-INSTALL CAMERA	565.00
				..... CHECK TOTAL	6,530.00
88044	8/19	CHESTER ELECTRONICS SUPPLY	110-02-52103-384-000	7/09 PD PARTS & MATE	23.94
88045	8/19	HWY C SERVICE	630-09-50101-393-000	7/09-SE SERVICE/PART	151.96
			630-09-50101-393-000	7/09-SE SERVICE/PART	45.00
				..... CHECK TOTAL	196.96
88046	8/19	JANTZ AUTO SALES INC	630-09-50101-393-000	7/09-SE MERCHANDISE	45.00
88047	8/19	CARDINAL HEALTH	206-02-52205-318-000	8/09 MEDICAL SUPPLIE	750.84
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	634.60
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	539.62
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	496.45
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	295.85
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	94.80
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	61.43
				..... CHECK TOTAL	2,873.59
88048	8/19	WIS DEPT OF REVENUE	110-09-56507-259-999	7/09 SALES TAX	5,370.33
88049	8/19	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	7/09 CE #2503 LABOR	197.05
88050	8/19	M A TRUCK PARTS	630-09-50101-393-000	7/09-CE MATERIALS &	3,406.67
			110-09-56402-311-000	7/09-CE MATERIALS &	72.28
				..... CHECK TOTAL	3,478.95
88051	8/19	KENOSHA WATER UTILITY	110-05-55109-224-000	#1 8/01/09 WTR/STRM	9,318.07
			110-05-55109-223-000	#1 8/01/09 WTR/STRM	4,645.14
			110-05-55104-224-000	#1 8/01/09 WTR/STRM	3,335.10
			110-05-55111-224-000	#1 8/01/09 WTR/STRM	1,658.56
			524-05-50101-224-000	#1 8/01/09 WTR/STRM	1,420.20
			110-05-55106-224-000	#1 8/01/09 WTR/STRM	1,258.36
			110-01-51801-224-000	#1 8/01/09 WTR/STRM	721.22
			110-01-51802-223-000	#1 912 35TH/PEPSI	569.14
			110-02-52203-224-000	#1 8/01/09 WTR/STRM	551.24
			524-05-50101-223-000	#1 8/01/09 WTR/STRM	461.36
			110-02-52203-223-000	#1 8/01/09 WTR/STRM	349.86
			110-01-51801-223-000	#1 8/01/09 WTR/STRM	338.46
			522-05-50102-224-000	#1 8/01/09 WTR/STRM	326.37
			110-03-53116-224-000	#1 8/01/09 WTR/STRM	230.17
			633-09-50101-224-000	#1 8/01/09 WTR/STRM	228.52

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-224-000	#1 8/01/09 WTR/STRM	185.40
			110-05-55102-224-000	#1 8/01/09 WTR/STRM	147.28
			633-09-50101-223-000	#1 8/01/09 WTR/STRM	111.06
			110-02-52110-223-000	#1 8/01/09 WTR/STRM	72.14
			110-02-52110-224-000	#1 8/01/09 WTR/STRM	53.74
			110-01-51802-224-000	#1 912 35TH/PEPSI	27.78
			110-03-53109-224-000	#1 8/01/09 WTR/STRM	14.32
			520-09-50301-223-000	#1 8/01/09 WTR/STRM	14.26
				..... CHECK TOTAL	26,037.75
88052	8/19	WILLKOMM INC., JERRY	521-09-50101-341-000	8/09-FUEL	166.50
88053	8/19	PAYNE & DOLAN INC.	110-03-53103-355-000	7/09 ASPHALT MATERIA	1,797.28
88054	8/19	REINDERS INC.	630-09-50101-393-000	7/09-#2775 PARTS/SER	136.44
88055	8/19	KENOSHA WATER UTILITY	463-11-50601-589-000	6133 14 AV-UTILITIES	6.28
			284-06-51608-259-000	#5000544 UTILITIES	6.28
			284-06-51607-259-000	#5000543 UTILITIES	6.28
				..... CHECK TOTAL	18.84
88056	8/19	THELEN SAND & GRAVEL	110-05-55102-354-000	7/09-BASEBALL MIX	317.55
88057	8/19	WIS FUEL & HEATING INC	110-03-53116-341-000	7/09-WA LUBRICANTS/O	450.25
88058	8/19	BROOKS TRACTOR, INC.	630-09-50101-393-000	7/09 PARTS & MATERIA	370.78
88059	8/19	DON'S AUTO PARTS	630-09-50101-393-000	7/09 SE #2447	79.56
88060	8/19	HAWK ELECTRONICS	110-01-51201-311-000	RECEIPT PAPER	507.92
88061	8/19	WISCONSIN SCREEN PROCESS,INC	206-02-52205-344-000	CHEVRON STRIPING	1,610.00
88062	8/19	OFFICEMAX	501-09-50102-362-000	PROJECTOR	935.00
			110-02-52201-311-000	7/09 FD #1221 OFFICE	196.50
			501-09-50102-362-000	PORTABLE SCREEN	175.00
			110-01-51301-311-000	7/09 AD #1222 OFFICE	43.41
			110-02-52201-311-000	7/09 FD #1223 OFFICE	27.61
			110-02-52201-311-000	7/09 FD #1221 OFFICE	11.96
				..... CHECK TOTAL	1,389.48

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88063	8/19	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	7/09 PA TOOLS AND SU	106.99
88064	8/19	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	7/09 PD OS ENVELOPE	67.83
			222-09-50101-259-909	7/09 RENDEZOUS PSTR	25.00
				..... CHECK TOTAL	92.83
88065	8/19	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	7/09 PARTS/MATERIALS	484.17
			110-02-52203-344-000	7/09 PARTS/MATERIALS	157.44
			110-02-52203-344-000	7/09 PARTS/MATERIALS	100.00
				..... CHECK TOTAL	741.61
88066	8/19	M B PROMOTIONS	110-02-52110-311-000	STICKER	612.99
88067	8/19	CICCHINI ASPHALT PAVING INC.	401-11-50901-585-000	EST 2-RESURF PH II	220,293.39
88068	8/19	LEE PLUMBING, INC.	110-02-52203-241-000	STN 5 HVAC REPAIR	281.50
88069	8/19	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	7/09-CE PARTS/MATERI	2,951.24
			520-09-50201-347-000	7/09-BUS PARTS/MATER	575.04
			206-02-52205-344-000	7/09-FD PARTS/MATERI	28.52
				..... CHECK TOTAL	3,554.80
88070	8/19	MALSACK, J	110-09-56501-259-000	8/09 5821 23 AV-GRS	470.00
			110-09-56501-259-000	8/09 10513 63-GRASS	399.00
			110-09-56501-259-000	8/09 6118 54 AV-GRS	337.25
			110-09-56501-259-000	8/09 14416 71-GRASS	255.00
			110-09-56501-259-000	8/09 5032 27 CT-GRS	225.00
			110-09-56501-259-000	8/09 3920 75 ST-GRS	200.00
			110-09-56501-259-000	8/09 7317 92 AV-GRS	200.00
			110-09-56501-259-000	8/09 4013 56 ST-GRS	133.00
			110-09-56501-259-000	8/09 4827 14 AV-GRS	100.00
			110-09-56501-259-000	8/09 2618 27 ST-GRS	95.00
			110-09-56501-259-000	8/09 4608 24 AV-GRS	85.50
			110-09-56501-259-000	8/09 4513 30 AV-GRS	84.50
			110-09-56501-259-000	8/09 1006 59 ST-GRS	75.00
			110-09-56501-259-000	8/09 2312 54 ST-GRS	71.25
			110-09-56501-259-000	8/09 6915 37 AV-GRS	71.25
				..... CHECK TOTAL	2,801.75
88071	8/19	FASTENAL COMPANY	630-09-50101-393-000	7/09 SE #2386 TOOLS	86.64
			630-09-50101-393-000	7/09 SE #2501	12.68
			630-09-50101-393-000	7/09 SE #2477	3.72
				..... CHECK TOTAL	103.04

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88072	8/19	OSI ENVIRONMENTAL INC	110-03-53117-253-000	7/09-WA REMOVAL SERV	260.00
88073	8/19	CDW-G	110-02-52103-385-000	7/09 PD-BATTERY UPS	304.95
			110-01-51102-539-000	7/09 KVM SWITCH-FD	153.61
			110-02-52203-363-000	7/09 FD-ADAPTER CBL	111.80
			110-01-51102-539-000	7/09 NETGEAR SWITCH	72.13
			110-01-51102-539-000	7/09 KVM CABLES-FD	56.76
			110-01-51102-539-000	7/09 DISK DRIVE-FD	40.12
				..... CHECK TOTAL	739.37
88074	8/19	AT&T	110-01-51801-225-000	7/09 653-8297	36.40
			206-02-52205-225-000	7/09 653-9156	31.42
				..... CHECK TOTAL	67.82
88075	8/19	NORTHLAND EQUIPMENT	630-09-50101-393-000	7/09 #2326 FURNISH P	87.20
88076	8/19	MENARDS (KENOSHA)	206-02-52205-344-000	7/09 FD EMS SUPPLY	199.95
			110-05-55109-244-000	7/09 PA MERCHANDISE	150.02
			110-05-55109-244-000	7/09 PA MERCHANDISE	146.23
			110-03-53116-361-000	7/09 WA MERCHANDISE	141.23
			206-02-52205-344-000	7/09 FD EMS SPLY	114.47
			110-05-55109-389-000	7/09 WASH POOL SPLY	111.72
			524-05-50101-244-000	7/09 PA MERCHANDISE	34.99
			110-03-53110-389-000	7/09 ST MERCHANDISE	24.80
			501-09-50104-389-000	7/09 ST MERCHANDISE	22.38
			110-05-55109-341-000	7/09 PA MERCHANDISE	14.04
				..... CHECK TOTAL	959.83
88077	8/19	SUTPHEN CORPORATION	110-02-52203-344-000	7/09-FD#4 PARTS/SERV	144.14
88078	8/19	LASER NET INC	110-01-51201-312-000	6/09 TAX BILLS	2,941.71
			110-01-51201-311-000	6/09 TAX BILLS	1,311.82
				..... CHECK TOTAL	4,253.53
88079	8/19	TIME WARNER CABLE	110-01-51102-233-000	8/09-9/08 FD-BRDBND	74.95
88080	8/19	FOLLETT KENOSHA BOOKSTORE	206-02-52205-383-000	8/09 EMS STUDENT MAT	1,085.70
88081	8/19	CINTAS CORP	632-09-50101-259-000	7/09 CE-UNIFORM/GLV	540.05
			520-09-50201-367-000	7/09 TD-UNIFORM/GLV	378.95
			110-02-52203-259-000	7/09 FD-UNIFORM/GLV	116.30
				..... CHECK TOTAL	1,035.30

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88082	8/19	ARAMARK	205-03-53118-367-000	WATERPROOF BOOT	176.98
			110-03-53116-367-000	WATERPROOF BOOT	176.98
			110-03-53116-367-000	WATERPROOF BOOT	176.98
			205-03-53118-367-000	WATERPROOF BOOT	88.49
			205-03-53118-367-000	WATERPROOF BOOT	88.49
			205-03-53118-367-000	WATERPROOF BOOT	88.49
			205-03-53118-367-000	WATERPROOF BOOT	88.49
			110-03-53116-367-000	WATERPROOF BOOT	88.49
			110-03-53116-367-000	WATERPROOF BOOT	88.49
				..... CHECK TOTAL	1,061.88
88083	8/19	BERGAMOT	110-05-55108-219-000	MEDALLIONS	1,079.70
			110-05-55108-219-000	PROTOTYPE TOOLING	203.30
				..... CHECK TOTAL	1,283.00
88084	8/19	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	SECURITY SERVICES	684.00
			110-01-51801-246-000	7/09-SECURITY CHECKS	63.00
				..... CHECK TOTAL	747.00
88085	8/19	LEXISNEXIS	110-01-50301-219-000	7/09-ONLINE MATERIAL	223.00
88086	8/19	HAPPENINGS MAGAZINE	222-09-50101-259-909	7/09 PIKE RVR/PB&J	268.45
			222-09-50101-259-908	7/09 PIKE RVR/PB&J	144.55
				..... CHECK TOTAL	413.00
88087	8/19	MILWAUKEE SPRING &	630-09-50101-393-000	7/09-SE PARTS/LABOR	1,689.81
			630-09-50101-393-000	7/09-SE#2386 PARTS/L	1,489.88
				..... CHECK TOTAL	3,179.69
88088	8/19	GILLIG CORPORATION	520-00-18748-000-000	40' LOW FLOOR BUSES	346,790.00
			520-00-18748-000-000	40' LOW FLOOR BUSES	346,790.00
			520-00-18748-000-000	40' LOW FLOOR BUSES	346,790.00
			520-00-18748-000-000	7/09-40' LOW FLOOR B	346,790.00
				..... CHECK TOTAL	1,387,160.00
88089	8/19	SAFEWAY PEST CONTROL CO.,INC	110-02-52203-246-000	7/09 FD EXTERMINATIN	161.00
			520-09-50202-246-000	7/09 TD EXTERMINATIN	55.00
			110-01-51801-246-000	7/09 MB EXTERMINATIN	32.00
			110-05-55109-246-000	7/09 PA EXTERMINATIN	26.00
			110-03-53116-246-000	7/09 WA EXTERMINATIN	25.00
			520-09-50401-246-000	7/09 TD EXTERMINATIN	24.00
			520-09-50202-246-000	7/09 TD EXTERMINATIN	24.00
			110-02-52110-246-000	7/09 PD EXTERMINATIN	23.00
				..... CHECK TOTAL	370.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88090	8/19	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	7/09-PARTS/MATERIALS	1,794.32
88091	8/19	RIMKUS, JASON	761-09-50101-155-000	6-7/09 HEALTH INS	407.58
88092	8/19	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	7/09 TRANSIT COACH P	308.00
			520-09-50201-347-000	7/09 TRANSIT COACH P	98.39
				..... CHECK TOTAL	406.39
88093	8/19	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	7/09 PARTS & MATERIA	59.60
88094	8/19	HERITAGE MUSICK & DANCE	110-05-55108-219-000	BAND OF MUSICK	100.00
88095	8/19	SOUTHPORT CYCLERY	110-02-52103-344-000	8/09 #249 PARTS/REPA	83.97
88096	8/19	IFSTA	110-02-52206-383-000	ESSENTIALS 5TH ED.	710.00
			110-02-52206-383-000	THE SOURCEBOOK	81.88
				..... CHECK TOTAL	791.88
88097	8/19	WIENKE, DANIEL	110-09-56405-166-000	7/26-8/22/09 PPD	1,128.00
88098	8/21	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	8/21/09 UNION DUES	1,971.38
88099	8/21	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	8/21/09 UNION DUES	1,043.06
88100	8/21	RNOW, INC.	630-09-50101-393-000	7/09 #2677 PARTS/MAT	767.30
			630-09-50101-393-000	6/09 PARTS/MATERIALS	41.43
				..... CHECK TOTAL	808.73
88101	8/21	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	7-12/09 TD-RADIO MNT	3,973.50
			110-03-53103-231-000	7-12/09 ST-RADIO MNT	3,092.40
			110-05-55109-231-000	7-12/09 PA-RADIO MNT	2,601.90
			110-02-52203-231-000	7-12/09 FD-RADIO MNT	1,459.50
			501-09-50105-231-000	7-12/09 ST-RADIO MNT	773.10
			110-02-52103-231-000	7-12/09 PD-RADIO MNT	750.00
			110-02-52103-231-000	7-12/09 PD-RADIO MNT	600.00
			110-03-53116-231-000	7-12/09 WA-RADIO MNT	575.70
			631-09-50101-231-000	7-12/09 EN-RADIO MNT	482.10
			632-09-50101-231-000	7-12/09 SE-RADIO MNT	250.50
				..... CHECK TOTAL	14,558.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88102	8/21	BUMPER TO BUMPER	630-09-50101-393-000	7/09 CE PARTS, MATER	1,774.09
			520-09-50201-317-000	7/09 TD PARTS, MATER	518.47
			520-09-50201-347-000	7/09 TD PARTS, MATER	124.13
			501-09-50105-344-000	7/09 ST PARTS, MATER	104.72
			110-02-52203-344-000	7/09 FD PARTS, MATER	92.47
			206-02-52205-344-000	7/09 FD PARTS, MATER	70.52
			521-09-50101-344-000	7/09 AR PARTS, MATER	59.58
				..... CHECK TOTAL	2,743.98
88103	8/21	CARDINAL HEALTH	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	923.28
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	314.60
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	279.09
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	181.88
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	29.25
				..... CHECK TOTAL	1,728.10
88104	8/21	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/21/09 CITY HRLY	17,302.37
			110-00-21562-000-000	8/21/09 WATER HRLY	4,043.00
			110-00-21562-000-000	8/21/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,460.37
88105	8/21	LABOR PAPER, THE	401-11-50901-585-000	7/09 RESURF PH IV	27.04
88106	8/21	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/11/09 M ANDERSON	428.16
			110-09-56405-161-000	7/25/09 J MARTIN	7.50
			110-09-56405-161-000	7/25/09 K LASSIG	7.50
				..... CHECK TOTAL	443.16
88107	8/21	M A TRUCK PARTS	110-02-52203-344-000	7/09 FD MATERIALS &	587.20
			206-02-52205-344-000	7/09 FD MATERIALS &	181.31
			110-03-53103-385-000	7/09 ST MATERIALS &	170.03
			501-09-50105-344-000	7/09 ST MATERIALS &	144.77
				..... CHECK TOTAL	1,083.31
88108	8/21	SHOPKO DEPT. STORE	110-02-52203-382-000	8/09 FD STA 3 MERCHA	24.91
			110-02-52203-382-000	8/09 FD STA 1 MERCHA	22.55
				..... CHECK TOTAL	47.46
88109	8/21	KENOSHA WATER UTILITY	110-05-55109-223-000	5-6/09 STORMWATER	7,189.30
			461-11-50701-581-000	5-6/09 STORMWATER	621.56
			524-05-50101-223-000	5-6/09 STORMWATER	555.46
			110-03-53103-223-000	5-6/09 STORMWATER	517.02
			520-09-50301-223-000	5-6/09 STORMWATER	416.58
			448-11-50301-589-000	5-6/09 STORMWATER	321.48
			445-11-50401-589-000	5-6/09 STORMWATER	272.74
			110-03-53116-223-000	5-6/09 STORMWATER	208.86
			110-03-53109-223-000	5-6/09 STORMWATER	166.96
			463-11-50601-589-000	5-6/09 STORMWATER	164.88
			491-11-50102-219-000	5-6/09 STORMWATER	153.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-223-000	5-6/09 STORMWATER	136.30
			519-09-50116-249-000	5-6/09 STORMWATER	112.34
			519-09-50124-249-000	5-6/09 STORMWATER	103.20
			519-09-50103-249-000	5-6/09 STORMWATER	99.08
			420-11-50603-589-000	5-6/09 STORMWATER	96.66
			519-09-50109-249-000	5-6/09 STORMWATER	62.44
			110-09-56519-259-000	5-6/09 STORMWATER	50.46
			519-09-50118-249-000	5-6/09 STORMWATER	43.76
			519-09-50120-249-000	5-6/09 STORMWATER	43.48
			110-05-55109-223-000	5-6/09 STORMWATER	28.22
				..... CHECK TOTAL	11,364.32
88110	8/21	WE ENERGIES	110-03-53109-221-000	#32 07/21-08/18	1,181.91
			110-03-53109-221-000	#32 07/13-08/11	746.75
			110-05-55102-221-000	#32 07/13-08/11	695.82
			110-05-55109-221-000	#32 07/19-08/17	686.12
			522-05-50102-221-000	#32 07/19-08/17	648.06
			110-03-53109-221-000	#32 07/19-08/17	614.69
			110-05-55109-221-000	#32 07/14-08/12	608.78
			110-03-53109-221-000	#32 07/15-08/13	527.27
			110-05-55109-221-000	#32 07/15-08/13	404.17
			110-03-53109-221-000	#32 07/15-08/12	383.29
			110-02-52203-221-000	#32 07/12-08/10	347.26
			110-03-53109-221-000	#32 07/14-08/12	312.55
			110-03-53109-221-000	#32 07/12-08/10	239.58
			110-05-55102-221-000	#32 07/14-08/12	140.84
			110-03-53109-221-000	#32 06/23-07/23	112.39
			110-05-55109-221-000	#32 07/13-08/11	110.76
			110-03-53116-221-000	#32 07/15-08/13	106.45
			110-02-52203-222-000	#32 07/12-08/10	54.08
			632-09-50101-221-000	#32 07/15-08/13	36.89
			110-05-55109-221-000	#32 07/16-08/14	28.19
			522-05-50102-222-000	#32 07/19-08/17	26.81
			110-03-53109-221-000	#32 07/16-08/16	22.58
			110-05-55109-221-000	#32 07/16-08/16	16.37
			110-05-55109-222-000	#32 07/19-08/17	8.12
			110-05-55109-222-000	#32 07/13-0811	8.12
				..... CHECK TOTAL	8,067.85
88111	8/21	MED ALLIANCE GROUP	206-02-52205-318-000	7/09 EZ IO NEEDLES	2,910.38

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88112	8/21	MAGID GLOVE & SAFETY	110-03-53116-389-000	GLOVES - STYLE 4591P	1,134.72
88113	8/21	KENOSHA WATER UTILITY	255-06-50465-259-000	#5000548 5510 22 AV	9.26
88114	8/21	WIS FUEL & HEATING INC	110-02-52203-344-000	8/09 FD STA 4 LUBRIC	288.70
			206-02-52205-344-000	8/09 FD STA 4 LUBRIC	242.25
				..... CHECK TOTAL	530.95
88115	8/21	INLAND DETROIT DIESEL	110-02-52203-344-000	ENGINE 4 REPAIRS	1,178.28
88116	8/21	BEACON ATHLETICS	110-05-55104-361-000	GROOMING RAKES	187.60
88117	8/21	CHASE BANK KENOSHA	110-00-21513-000-000	8/21/09 HRLY DEDUCT	23,773.39
			110-00-21511-000-000	8/21/09 HRLY DEDUCT	13,373.81
			110-00-21612-000-000	8/21/09 HRLY DEDUCT	13,373.69
			110-00-21614-000-000	8/21/09 HRLY DEDUCT	3,746.53
			110-00-21514-000-000	8/21/09 HRLY DEDUCT	3,746.19
				..... CHECK TOTAL	58,013.61
88118	8/21	BLUELINE.COM	110-01-51303-326-000	POLICE OFFICER AD	199.00
88119	8/21	WIS DEPT OF JUSTICE	110-01-51303-219-000	7/09 SERVICES	21.00
88120	8/21	FEDEX	110-01-51306-312-000	7/29-31 FN-SHIPPING	31.35
88121	8/21	REESMAN'S EXCAVATING, INC.	449-11-50501-589-000	EST 6-KAT SUBDIVISN	153,005.98
88122	8/21	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/21/09 D.FAFFORD	30.00
88123	8/21	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/21/09 B.GARRETT	125.44
88124	8/21	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	8/21/09 JURKIEWICZ	142.05
88125	8/21	DEPOSITORY TRUST CO.	307-00-22214-000-000	8/12/09 INTEREST	83,812.50
88126	8/21	ACCURATE PRINTING CO., INC.	501-09-50101-311-000	7/09 ST-SW MILE LOG	744.00
			110-02-52601-311-000	7/09 DH-DOOR HANGER	196.00
				..... CHECK TOTAL	940.00
88127	8/21	AT CONFERENCE	110-01-51801-225-000	7/29/09 CONFERENCING	8.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88128	8/21	T-MOBILE	501-09-50103-226-000	7/08-8/07 T-MOBILE C	42.19
88129	8/21	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	8/21/09 T.BOYD	134.88
88130	8/21	RILEY CONSTRUCTION CO., INC.	110-00-44809-000-000	ESCROW 8100 60 ST	7,000.00
			110-00-44809-000-000	EROSION ESC 8100 60	5,000.00
				..... CHECK TOTAL	12,000.00
88131	8/21	PLAQUEMAKER.COM	110-02-52204-369-000	PRESSED WOOD KIT	192.00
88132	8/21	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	3-5/09 ADMIN OVERST	6,951.04
			520-09-50301-258-000	1-2/09 ADMIN OVERST	3,624.65
				..... CHECK TOTAL	10,575.69
88133	8/21	AETNA CLAIMS	611-09-50101-155-527	8/14/09 CLAIMS	38,563.11
88134	8/21	U.S. CELLULAR	110-02-52102-219-000	CALL DETL 09-041108	45.00
88135	8/21	UNITED HOSPITAL SYSTEM	206-02-52205-264-000	R.MEEKER 9/01/09	75.00
			206-02-52205-322-000	R.MEEKER 9/01/09	15.00
				..... CHECK TOTAL	90.00
88136	8/21	RESEARCH ASSOC. TRAINING	110-02-52204-322-000	BOOK PURCHASE/RNWL	315.20
88137	8/21	GUTTORMSEN, HARTLEY &	110-01-50301-219-000	7/09 SERVICES	175.00
88138	8/21	KENOSHA PUBLIC MUSEUM	421-11-50701-583-000	CWM-FFE REIMUBURSE	14,583.51
88139	8/21	PAUL CONWAY SHIELDS	110-02-52206-367-000	7/09 BOOTS TURNOUT G	305.00
			110-02-52206-367-000	7/09 BOOTS TURNOUT G	305.00
				..... CHECK TOTAL	610.00
88140	8/21	HILLSIDE TRUE VALUE	520-09-50201-317-000	7/09 TD-MISC. SUPPLI	92.10
			501-09-50105-361-000	7/09 ST-MISC. SUPPLI	60.28
			520-09-50401-249-000	7/09 TD-MISC. SUPPLI	53.28
			110-02-52203-344-000	7/09 FD-MISC. SUPPLI	52.93
			110-03-53109-375-000	7/09 ST-MISC. SUPPLI	47.04
			110-03-53103-389-000	7/09 ST-MISC. SUPPLI	40.21
			110-03-53116-235-000	7/09 WA-MISC. SUPPLI	35.95
			501-09-50104-389-000	7/09 ST-MISC. SUPPLI	13.49
			110-03-53116-382-000	7/09 WA-MISC. SUPPLI	9.89
			110-02-52203-382-000	7/09 FD-MISC. SUPPLI	9.89
			524-05-50101-246-000	7/09 GO-MISC. SUPPLI	.50
				..... CHECK TOTAL	415.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88141	8/21	KENOSHA COUNTY TREASURER	110-00-21109-000-000	08 RE TAX 7200 75 ST	19,011.81
			110-00-21109-000-000	08 RE TAX 5207 36 AV	1,455.04
				..... CHECK TOTAL	20,466.85
88142	8/21	DAVISON & MULLIGAN, LTD	110-01-50101-219-000	7/2-15/09 SERVICES	1,327.50
			110-01-51303-212-000	7/09 WATKINS TERM	392.61
				..... CHECK TOTAL	1,720.11
88143	8/21	AMERICAN ASSOCIATION OF	110-02-52601-264-000	M.SWARTZ/L.CHIAPPETT	100.00
88144	8/21	CENTRAL SAW AND MOWER	110-05-55109-369-000	PUSH LAWN MOWERS	7,399.80
			110-05-55109-369-000	STRING TRIMMERS	3,337.35
			110-05-55109-369-000	STRING TRIMMERS	1,112.45
				..... CHECK TOTAL	11,849.60
88145	8/21	MASTERCRAFT BUILDERS	110-00-21917-000-000	ESCROW 5419 31 ST	1,700.00
			110-00-21917-000-000	ESCROW 4831 33 ST	950.00
			110-00-21917-000-000	ESCROW 6822 152 AVE	950.00
			110-00-21917-000-000	ESCROW 6818 155 AV	950.00
			110-00-21917-000-000	ESCROW 7114 155 AV	950.00
			110-00-21917-000-000	ESCROW 3316 55 AVE	950.00
			110-00-21917-000-000	ESCROW 3306 55TH AV	950.00
				..... CHECK TOTAL	7,400.00
88146	8/21	MANN BROS. SAND & GRAVEL	401-11-50904-586-000	EST 2-SIDEWALK PRGR	80,722.67
			403-11-50902-585-000	EST 2-CURB/GUTTER PR	7,594.67
				..... CHECK TOTAL	88,317.34
88147	8/21	STATE BAR OF WISCONSIN	110-01-51303-326-000	CLASSIFIED AD 4 WKS	300.00
88148	8/21	MENARDS (KENOSHA)	501-09-50105-357-000	7/09 ST MERCHANDISE	89.88
			501-09-50104-389-000	7/09 ST MERCHANDISE	31.86
				..... CHECK TOTAL	121.74
88149	8/21	PAYNE & DOLAN	405-11-50717-589-000	FINAL-COLUMBUS PRKG	20,739.16
			401-11-50898-585-000	FINAL-PROJ 08-1024 P	10,923.58
			401-11-50801-585-000	FINAL-MISC RESURFACI	6,194.74
			405-11-50716-589-000	FINAL-POERIO TRAIL	5,317.13
			405-11-50817-589-000	FINAL-COLUMBUS PRKG	3,681.34
			405-11-50702-589-000	FINAL-COLUMBUS PRKG	913.03
				..... CHECK TOTAL	47,768.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88150	8/21	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE 4/15-7/14	450.00
88151	8/21	MORTGAGE SERVICE CENTER	110-00-21106-000-000	08 RE TAX 6601 103RD	100.00
88152	8/21	WIS SCTF	110-00-21581-000-000	8/21/09 HRLY DEDUCT	1,688.60
88153	8/21	REFRIGERANT RECOVERY INC	110-03-53116-219-000	7/09 DISPOSAL WHITE	676.00
88154	8/21	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/21/09 J.PETRILLO	139.82
88155	8/21	GRAINGER	521-09-50101-344-000	7/09 AR-PARTS/MATRL	76.02
88156	8/21	TIME WARNER CABLE	761-09-50101-225-000	8/09-9/08 PHONE SRV	55.45
88157	8/21	WI DEPT OF ADMINISTRATION	110-02-52107-322-000	35- PHYS EVID HNDBK	308.00
88158	8/21	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	7/09 UPS SERVICES	94.05
			521-09-50101-344-000	7/09 UPS SERVICES	75.35
			520-09-50106-311-000	7/09 UPS SERVICES	10.15
				..... CHECK TOTAL	179.55
88159	8/21	MARQUETTE UNIVERSITY	110-02-52204-322-000	FOUNDATIONS IN WIS	178.00
88160	8/21	CMRS/PITNEY BOWES	110-01-51306-312-000	8/12/09 WIRE TRANS	10,000.00
88161	8/21	J & L LANDSCAPING	633-09-50101-249-000	7/09 LAWN MOWING, ED	167.20
88162	8/21	HAPPENINGS MAGAZINE	222-09-50101-259-908	7/9/09 P B & J ADS	413.00
			222-09-50101-259-908	6/09 JULY 4/PARADE	408.50
			222-09-50101-259-903	6/09 JULY 4/PARADE	408.50
				..... CHECK TOTAL	1,230.00
88163	8/21	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RNWL THEONITA COX	75.00
88164	8/21	LAKESHORE BID DISTRICT	110-00-21815-000-000	2009 ASSESSMENT	18,332.83
88165	8/21	BEST LANDSCAPERS	110-05-55109-353-000	7/09 WOOD CHIPS	2,250.00
			110-05-55109-353-000	7/09 WOOD CHIPS	2,250.00
				..... CHECK TOTAL	4,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88166	8/21	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRNGBRK CLEAN WATER	88.03
			110-09-56519-259-000	80TH ST CLEAN WATER	54.01
				..... CHECK TOTAL	142.04
88167	8/21	CONSTRUCTION MANAGEMENT ASSC	110-00-21913-000-000	METER FEE 2930 21 ST	3,281.00
88168	8/21	PROCESSWORKS INC.	110-00-21578-000-000	8/18/09 CHECK REG	5,741.86
88169	8/21	WRIGHT, TRACY	110-00-45106-000-000	WITNESS FEES	175.00
88170	8/21	JANI-KING OF MILWAUKEE	633-09-50101-243-000	8/09 JANITORIAL SERV	1,084.00
88171	8/21	RED THE UNIFORM TAILOR	520-09-50101-367-000	6/09 UNIFORM ITEMS	117.50
			520-09-50101-367-000	5/09 UNIFORM ITEMS	69.25
			520-09-50101-367-000	5/09 UNIFORM ITEMS	37.90
			520-09-50101-367-000	6/09 UNIFORM ITEMS	36.50
			520-09-50101-367-000	6/09 UNIFORM ITEMS	23.50
			520-09-50101-367-000	5/09 RETURN UNIFORM	18.50CR
				..... CHECK TOTAL	266.15
88172	8/21	STATE DISBURSEMENT	110-00-21581-000-000	8/21/09 S.WELLS	27.71
88173	8/21	GUY, LYNDA	110-01-50602-389-000	SUPPLS FOR KICK OFF	21.04
88174	8/21	DOUBLE D CONSTRUCTION INC	284-06-50202-259-000	#5000591 6105 18 AV	6,820.00
88175	8/21	MAGILL CONSTRUCTION CO.,INC.	415-11-50901-583-000	EST 1-RESTROOM ACCS	20,957.00
88176	8/21	HYDROCAD SOFTWARE SOLUTIONS	501-09-50103-316-000	HYDROCAD MAJ UPDATE	172.00
88177	8/21	AURORA MEDICAL GROUP	110-01-51303-216-000	7/09 SCREENS	493.00
			520-09-50101-216-000	7/09 SCREENS	91.00
				..... CHECK TOTAL	584.00
88178	8/21	MILWAUKEE ORTHOPAEDIC GROUP	520-09-50101-161-000	5/18/09 D BEALL	197.00
88179	8/21	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-264-000	10/15-19 COURSE	900.00
			206-02-52205-383-000	10/15-19 COURSE	210.00
				..... CHECK TOTAL	1,110.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88180	8/21	CAMPBELL & ASSOCIATES,LLC	110-09-56405-161-000	9/11/03 T PFLUEGER	375.00
88181	8/21	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/11/09 M ANDERSON	211.65
88182	8/21	UNITED OCC MEDICINE	110-09-56405-161-000	6/23/09 P ROMANO	191.25
			110-09-56405-161-000	6/23/09 P ROMANO	124.10
				..... CHECK TOTAL	315.35
88183	8/21	AURORA HEALTH CARE	110-09-56405-161-000	11/9/08 A PEDERSON	870.39
			110-09-56405-161-000	7/3/09 T BOYD	112.64
			110-09-56405-161-000	6/3/09 T SOSBE	35.20
				..... CHECK TOTAL	1,018.23
88184	8/21	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	7/6/09 L KREUSER	49.69
88185	8/21	HERITAGE BANK (JOHNSON)	110-00-21802-000-000	UNIFIED TAX LEVY	9,979,688.35
			110-00-21801-000-000	KENOSHA CO TAX LEVY	4,326,781.97
			110-00-21809-000-000	KENOSHA CO TAX LEVY	207,570.59
				..... CHECK TOTAL	14,514,040.91
88186	8/21	EVERHOME MORTGAGE CO	110-00-21109-000-000	3617 16 AV-SPC ASSMT	13.13
88187	8/21	STRAIT WAY MINISTRIES, INC	110-00-21905-000-000	PENNOYER BANDSHELL	100.00
88188	8/21	RASCH, DANNY & ANNALISA	110-00-21106-000-000	2008 RE TAX OVERPAY	96.42
88189	8/21	IWEN-YOO, KATHLEEN	110-00-21106-000-000	2008 RE TAX 624 56TH	350.00
88190	8/21	STANEK, LORI	110-00-21905-000-000	WASH POOL 7/25/09	100.00
88191	8/21	DOANE, ELMER	401-11-50904-586-000	SIDEWALK REPAIR	1,680.00
88192	8/21	SCHABOWSKI, DIANA	110-00-21905-000-000	BEACCHOUSE 8/01/09	100.00
88193	8/21	WADE, NIKKI	110-00-21905-000-000	ORIBILETTI 7/24/09	150.00
88194	8/21	SPEANSKI, DOLORES	110-00-21905-000-000	BEACCHOUSE 7/25/09	300.00
88195	8/21	BENSER, SHANNON	110-00-21905-000-000	BEACHHOUSE 7/26/09	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88196	8/21	CALIENDO, JOSEPH	110-00-21905-000-000	ORIBILETTI 7/25/09	150.00
88197	8/21	GRIFFIN, GWENDOLYNN	110-00-21905-000-000	ORIBILETTI 8/01/09	150.00
88198	8/21	LEHMANN, LORA	110-00-21905-000-000	PENNOYER 7/03/09	100.00
88199	8/21	ROSSET, BRADFORD	110-00-21109-000-000	COURT PYMNT V051556	4.20
88200	8/21	JUARBE, MARIA	110-00-21905-000-000	BEACH HOUSE 8/02/09	100.00
88201	8/21	EAGLE AUTO BROKERS	110-00-44809-000-000	ESCROW 1230 22 AV	2,000.00
88202	8/21	SCHIAVONE, EMILY & CAROL	110-00-21106-000-000	2008 RE TAX-3919 6TH	20.00
88203	8/21	MARANI, DANIEL & ELLEN	110-00-21106-000-000	08 RE TAX 5318 30 AV	100.00
88204	8/21	JOHNSON, WILLIS J	110-00-21106-000-000	08 RE TAX-7305 BAI	1,904.73
88205	8/21	CHI, TERRY AND	110-00-21106-000-000	2008 RE TAX OVERPAY	2.90
88206	8/21	CRONCE, KAREN	110-00-46394-000-000	APPLIANCE STICKER	15.00
88207	8/21	CHELL, SAM	110-00-46394-000-000	APPLIANCE STICKER	15.00
88208	8/21	SHEMA, SHEILA	110-00-44802-000-000	PERMIT 2018 23 ST	50.00
88209	8/21	WEDDEL. CINDY	110-00-21905-000-000	BEACH HOUSE 8/09/09	100.00
88210	8/21	SCHIESS, MARIANNE	110-00-21905-000-000	BEACH HOUSE 8/08/09	100.00
88211	8/21	GARCIA, MARTHA A	110-00-21905-000-000	ORIBILETTI 8/08/09	150.00
88212	8/21	ROETHE, DANIEL	110-00-46394-000-000	APPLIANCE STICKER	15.00
88213	8/21	PFEIFFER, JEFFREY	401-11-50904-586-000	SIDEWALK 1812 22 ST	627.00
88214	8/21	BERLINER, BRIAN	110-00-21904-000-000	CASH BOND J962142	10.00
			110-00-21904-000-000	CASH BOND J961706	10.00
				..... CHECK TOTAL	20.00

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88215	8/21	STEWART, BRAD	110-02-52601-226-000	7/09 CELL PHONE	34.88
88216	8/21	HETLET, BRADLEY A.	110-02-52107-263-000	7/26-8/01 FNTN HILLS	489.14
			110-02-52107-262-000	7/26-8/01 FNTN HILLS	308.69
				..... CHECK TOTAL	797.83
88217	8/21	STANCZAK, STEPHEN M.	110-01-51001-263-000	8/05 WORKING LUNCH	43.40
88218	8/21	DITZENBERGER, JEAN	110-01-51301-263-000	JOINT SERVICES MTNG	39.97
			706-00-21935-000-000	YOUTH COMMISSION AWD	31.59
				..... CHECK TOTAL	71.56
88219	8/21	GENTHNER, THOMAS W	110-02-52103-311-000	GEL MOUSE/WRIST PAD	18.98
88220	8/21	GREATHOUSE, JEFFREY W.	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
88221	8/21	HIGGINS, MICHAEL	110-01-50901-261-000	3/26/09 WAUKESHA	63.25
			110-01-50901-263-000	3/26/09 WAUKESHA	6.51
				..... CHECK TOTAL	69.76
88222	8/21	WIENKE, DANIEL	110-02-52107-263-000	7/20-7/24 ELMHURST	125.00
			110-02-52103-263-000	8/7/09 MILWAUKEE	12.00
				..... CHECK TOTAL	137.00
88223	8/21	MATEZEVICH, JOSEPHINE	110-01-51303-263-000	PFC HEARING LUNCH	115.20
88224	8/21	WARGO, DOUGLAS	110-02-52103-263-000	8/08/09 MILWAUKEE	12.00
88225	8/21	MILLER, BRIAN D	110-02-52107-263-000	7/20-24 ELMHURST	125.00
88226	8/21	MANTUANO, CATHERINE	110-01-50602-389-000	VARIOUS SUPPLIES	157.48
88227	8/21	GONZALEZ, ARTURO	110-02-52103-263-000	8/08-09/09 MILWAUKEE	17.00
88228	8/21	HELD, MICHAEL	110-02-52103-263-000	8/1/09 MILWAUKEE	12.00
88229	8/21	WILFINGER, DIANE	110-09-56405-161-000	8/12/09 IME MILEAGE	44.96
88230	8/21	SCHUPPE, JAMES	206-02-52205-263-000	7/28-30/09 LAKEVILLE	75.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88231	8/21	MATOSKA, MATTHEW J	110-01-51303-144-000	2009 TUITION REIMB	172.00
88232	8/26	BINDELLI BROTHERS, INC	110-09-56501-259-000	7/09 2415 48ST BOARD	1,328.00
			110-09-56501-259-000	7/09 7611 28 AVE BOA	92.12
			110-09-56501-259-000	7/09 6331 27 AVE BOA	78.00
			110-09-56501-259-000	7/09 1345 52 ST BOAR	78.00
				..... CHECK TOTAL	1,576.12
88233	8/26	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	7/09-ST ELECTRICAL M	99.35
88234	8/26	ARING EQUIPMENT CO	630-09-50101-393-000	PARTS FLEET 1124	84.32
88235	8/26	KENOSHA CITY/COUNTY	110-02-52103-341-000	7/09 PATROL FLT GAS	18,176.37
			110-02-52103-345-000	7/09 PATROL-MAINTNC	9,826.97
			110-02-52102-341-000	7/09 DETCTV FLT GAS	2,215.19
			110-02-52109-341-000	7/09 SCU FLEET GAS	980.71
			110-02-52109-345-000	7/09 SCU-MAINTENANC	821.98
			110-02-52102-345-000	7/09 DETCTV-MAINTENC	398.24
			110-02-52101-341-000	7/09 ADMIN FLT GAS	188.81
			110-02-52103-341-000	7/09 MOTORCYCL FUEL	153.07
			110-02-52101-345-000	7/09 ADMIN-MAINTENC	43.84
				..... CHECK TOTAL	32,805.18
88236	8/26	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	8/09 ANIMAL CONTROL	11,282.57
88237	8/26	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	6/14-7/14 AMECHE	129.80
88238	8/26	M A TRUCK PARTS	520-09-50201-347-000	7/09-MATERIALS/SUPPL	241.78
88239	8/26	RAGAN,BRAD/WINGFOOT	520-09-50106-346-000	7/09 TD TIRE REPAIR	609.46
88240	8/26	VULCAN MATERIALS COMPANY	501-09-50105-354-000	7/09-AGGREGATE MATER	2,440.03
			110-05-55102-354-000	7/09-STONE PRODUCTS	482.86
			110-05-55109-354-000	7/09-STONE PRODUCTS	97.93
				..... CHECK TOTAL	3,020.82
88241	8/26	MILLER & ASSOC-SAUK PRAIRIE	110-05-55109-389-000	REPLACEMENT SLIDE	390.00
88242	8/26	WIS RETIREMENT SYSTEM	110-00-21625-000-000	7/09 PENSION	649,397.52
			110-02-52203-153-000	7/09 PENSION	14,500.91
			110-00-21521-000-000	7/09 PENSION	5,010.00
			110-02-52103-153-000	7/09 PENSION	2,791.13
			110-00-21625-000-000	7/09 PENSION	140.69CR
				..... CHECK TOTAL	671,558.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88243	8/26	STATE OF WISCONSIN	110-00-21901-999-000	7/09 COURT COSTS	21,543.17
			110-00-45104-999-000	7/09 COURT COSTS	9,799.44
			110-00-21911-999-000	7/09 COURT COSTS	8,874.97
				..... CHECK TOTAL	40,217.58
88244	8/26	MED ALLIANCE GROUP	206-02-52205-318-000	EZ IO NEEDLES	2,005.62
88245	8/26	WE ENERGIES	409-11-50801-581-000	INSTALL 7505 20 AVE	4,265.68
			409-11-50801-581-000	INSTALL 7502 38 AVE	1,787.65
				..... CHECK TOTAL	6,053.33
88246	8/26	PAYNE & DOLAN INC.	110-03-53103-355-000	7/09-ASPHALT MATERI	1,345.75
88247	8/26	REINDERS INC.	630-09-50101-393-000	7/09 #2482 PARTS & S	424.28
			630-09-50101-393-000	7/09 #2482 PARTS	17.57
				..... CHECK TOTAL	441.85
88248	8/26	KENOSHA WATER UTILITY	255-06-50465-259-000	#5000593 5504 22 AV	12.26
88249	8/26	WEST GROUP	110-01-50301-322-000	7/09-LE SUBSCRIPTION	1,793.00
88250	8/26	WETTENGEL CAMPAGNA	110-01-51102-539-000	7/09 REPAIR PRINTER	127.00
88251	8/26	BATTERIES PLUS COMMERCIAL	206-02-52205-344-000	7/09 FD #4 BATTERIES	98.12
			110-02-52203-385-000	8/09 FD #4 BATTERIES	43.17
				..... CHECK TOTAL	141.29
88252	8/26	KENOSHA AREA BUSINESS	110-01-51301-263-000	8/21/09 BREAKFAST	30.00
88253	8/26	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	8/09 SPECL TRANSPRT	14,167.00
			520-09-50301-258-000	8/09 WEEKEND DISPTCH	584.00
				..... CHECK TOTAL	14,751.00
88254	8/26	SHORT ELLIOTT HENDRICKSON	501-09-50102-219-000	6/09-ESC PERMIT FEES	800.00
88255	8/26	OFFICEMAX	110-02-52103-311-000	8/09 PD #1224 OFFICE	519.03
			631-09-50101-362-000	FILING CABINET	345.60
			520-09-50106-311-000	8/09 TD #1225 OFFICE	165.35
				..... CHECK TOTAL	1,029.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88256	8/26	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	7/09-ST TOOLS/SUPPLI	162.00
88257	8/26	NATIONAL TRUST FOR HISTORIC	110-01-51701-323-000	M.MAKI MEMBER DUES	20.00
88258	8/26	WOLTER POWER SYSTEMS	630-09-50101-393-000	LINE FLEET 1659	13.18
88259	8/26	NAPA AUTO PARTS CO.	630-09-50101-393-000	7/09 CE PARTS/FILTER	1,050.62
			110-02-52203-344-000	7/09 FD PARTS/FILTER	952.43
			520-09-50201-347-000	7/09 TD PARTS/FILTER	899.82
			110-05-55109-344-000	7/09 PA PARTS/FILTER	559.97
			501-09-50105-344-000	7/09 ST PARTS/FILTER	210.43
			110-05-55109-246-000	7/09 PA PARTS/FILTER	143.55
			110-03-53103-389-000	7/09 ST PARTS/FILTER	125.83
			521-09-50101-344-000	7/09 AR PARTS/FILTER	95.17
			206-02-52205-344-000	7/09 FD PARTS/FILTER	77.26
			520-09-50201-317-000	7/09 TD PARTS/FILTER	49.71
			520-09-50401-347-000	7/09 TD PARTS/FILTER	47.14
			501-09-50105-361-000	7/09 ST PARTS/FILTER	11.37
			110-03-53116-389-000	7/09 WA PARTS/FILTER	11.16
				..... CHECK TOTAL	4,234.46
88260	8/26	HARRIS GOLF CARS	524-05-50101-344-000	REPAIR CART #23	635.90
88261	8/26	AETNA CLAIMS	611-09-50101-155-527	8/20/09 MED CLAIMS	317,165.25
			611-09-50101-155-527	8/24/09 MED CLAIMS	28,844.06
				..... CHECK TOTAL	346,009.31
88262	8/26	MICHIGAN STATE UNIVERSITY	724-00-21933-000-000	I.MAHONE-SCHOLARSHIP	750.00
88263	8/26	UW-BARRON COUNTY	724-00-21933-000-000	ZURAWSKI-SCHOLARSHIP	500.00
88264	8/26	CONNEY SAFETY PRODUCTS	630-09-50101-393-000	SAFETY GLASSES	215.40
			630-09-50101-393-000	SAFETY GLASSES	98.00
			630-09-50101-393-000	SIDE SHIELD	35.29
				..... CHECK TOTAL	348.69
88265	8/26	LEE PLUMBING, INC.	110-02-52203-241-000	AIR CONDITIONER	5,110.00
			110-02-52203-241-000	STN 4 HVAC REPAIR	174.40
				..... CHECK TOTAL	5,284.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88266	8/26	US CELLULAR	110-03-53103-226-000	8/09 ST-CELL AIRTIME	345.78
			631-09-50101-226-000	8/09 EN-CELL AIRTIME	167.94
			110-02-52101-226-000	8/09 PD-CELL AIRTIME	106.79
			110-02-52109-226-000	8/09 PD-CELL AIRTIME	57.63
			110-03-53103-226-000	8/09 ST-CELL SERVICE	40.00
			110-02-52109-226-000	8/09 PD-CELL SERVICE	40.00
			110-02-52103-226-000	8/09 PD-CELL SERVICE	40.00
			110-02-52101-226-000	8/09 PD-CELL SERVICE	40.00
			110-02-52103-226-000	8/09 PD-CELL AIRTIME	36.06
			631-09-50101-226-000	8/09 EN-CELL SERVICE	32.00
			110-02-52102-226-000	8/09 PD-CELL SERVICE	32.00
			110-02-52102-226-000	8/09 PD-CELL AIRTIME	22.86
			632-09-50101-226-000	8/09 SE-CELL SERVICE	16.00
			205-03-53118-226-000	8/09 WA-CELL SERVICE	16.00
			110-02-52103-365-000	8/09 PD-BELT CARRY	9.95
			205-03-53119-226-000	8/09 ST-CELL AIRTIME	9.63
			283-06-52601-259-000	#5001148 8/09 CELL	8.00
			205-03-53119-226-000	8/09 ST-CELL SERVICE	8.00
			110-02-52108-226-000	8/09 PD-CELL SERVICE	8.00
			110-02-52108-226-000	8/09 PD-CELL AIRTIME	6.27
			205-03-53118-226-000	8/09 WA-CELL AIRTIME	5.40
			283-06-52601-259-000	#5001148 8/09 AIRTM	1.35
			110-02-52103-226-000	8/09 PD-REPL PHONES	.06
				..... CHECK TOTAL	1,049.72
88267	8/26	PALMEN MOTORS	110-02-52102-711-000	FLT3048 CHEVY IMPALA	164.00
88268	8/26	MALSACK, J	110-09-56501-259-000	8/09 8039 57 AV-GRS	455.00
			110-09-56501-259-000	8/09 6621 39 AV-GRS	330.00
			110-09-56501-259-000	8/09 1712 55 ST-GRS	300.00
			110-09-56501-259-000	8/09 1731 38 CT-GRS	200.00
			110-09-56501-259-000	8/09 3817 17 PL-GRS	200.00
			110-09-56501-259-000	8/09 4816 20 AVE-GRS	200.00
			110-09-56501-259-000	8/09 1902 53 ST-GRS	197.60
			110-09-56501-259-000	8/09 6623 39 AV-GRS	155.00
			110-09-56501-259-000	8/09 3112 60 ST-GRS	155.00
			110-09-56501-259-000	8/09 2804 24 AV-GRS	75.00
			110-09-56501-259-000	8/09 1914 30 AV-GRS	15.00
			110-09-56501-259-000	8/09 4509 30 AV-GRS	12.50
			110-09-56501-259-000	8/09 4700 21 AV-GRS	10.00
			110-09-56501-259-000	8/09 4613 22 AV-GRS	10.00
				..... CHECK TOTAL	2,315.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88269	8/26	DAVIS & KUELTHAU, S.C.	110-01-51303-212-000	7/09 SERVICES	8,042.57
88270	8/26	DOCUMENT SALES & DIST.	110-01-50301-322-000	4 SETS ST STATUTES	304.00
88271	8/26	DAVISON & MULLIGAN, LTD	110-01-51303-212-000	7/09 WESTPHAL	111.00
			110-01-51303-212-000	7/09 HASKINS	55.50
				..... CHECK TOTAL	166.50
88272	8/26	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	VALVES	1,016.00
			110-05-55104-249-000	SPRINKLER HEADS	1,008.00
				..... CHECK TOTAL	2,024.00
88273	8/26	LAKESIDE CLEANERS	110-02-52203-259-000	7/09 LAUNDRY SERVICE	1,478.40
88274	8/26	NYBERG TROPHIES & AWARDS	110-01-50602-389-000	GARDEN TAGS	52.50
88275	8/26	MENARDS (KENOSHA)	110-05-55109-244-000	7/09-PA MERCHANDISE	228.23
			110-05-55109-249-000	7/09-PA MERCHANDISE	156.55
			521-09-50101-344-000	7/09-AR MERCHANDISE	152.94
			501-09-50105-359-000	7/09-ST MERCHANDISE	134.79
			110-05-55109-382-000	7/09-PA MERCHANDISE	109.80
			110-05-55109-249-000	7/09-PA MERCHANDISE	99.04
			110-05-55102-249-000	7/09-PA MERCHANDISE	61.27
			110-02-52203-382-000	7/09-FD#1 MERCHANDIS	46.74
			110-02-52203-382-000	7/09-FD#7 MERCHANDIS	40.58
			521-09-50101-361-000	7/09-AR MERCHANDISE	35.94
			521-09-50101-344-000	7/09-AR MERCHANDISE	35.76
			110-02-52203-382-000	7/09-FD#3 MERCHANDIS	31.71
			110-05-55109-354-000	7/09-PA MERCHANDISE	20.22
			520-09-50401-246-000	7/09-TD MERCHANDISE	17.88
			110-05-55109-244-000	7/09-PA MERCHANDISE	10.08
			110-05-55102-249-000	7/09-PA MERCHANDISE	8.04
				..... CHECK TOTAL	1,189.57
88276	8/26	PAYNE & DOLAN	417-11-50903-585-000	EST 3-RESURF PHSE I	167,333.49
88277	8/26	MONTAGE ENTERPRISES	630-09-50101-393-000	ROLLER BEARING 1124	184.68
88278	8/26	SIGNS BY TOMORROW	401-11-50901-585-000	COROPLAST SIGN	198.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88279	8/26	KENOSHA COUNTY TREASURER	110-00-21910-999-000	7/09 FEES COLLECTED	10,503.14
			110-00-21901-999-000	7/09 FEES COLLECTED	4,423.26
				..... CHECK TOTAL	14,926.40
88280	8/26	TRANS UNION LLC	110-02-52101-219-000	6/26-7/25 CHECKS	13.30
88281	8/26	FIRE DEPT TRAINING NETWORK	110-02-52206-322-000	SIBSCRIPT RENEWAL	240.00
88282	8/26	WISCONSIN SECRETARY OF STATE	761-09-50101-264-000	KCM REG. OF MARKS	15.00
88283	8/26	SAFETY-KLEEN INC	520-09-50201-387-000	8/09-TD 16105 SOLVEN	136.00
88284	8/26	GILLIG CORPORATION	520-09-50201-347-000	BUS PARTS	2,667.00
88285	8/26	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	7/09 #1124 PARTS & M	248.39
88286	8/26	RED THE UNIFORM TAILOR	110-02-52206-367-000	8/09 UNIFORMS	327.75
			110-02-52206-367-000	8/09 UNIFORMS	209.85
			110-02-52206-367-000	8/09 UNIFORMS	209.85
			110-02-52206-367-000	8/09 UNIFORMS	209.85
			110-02-52206-367-000	8/09 UNIFORMS	139.90
			110-02-52206-367-000	8/09 UNIFORMS	139.90
			110-02-52206-367-000	8/09 UNIFORMS	69.95
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52103-367-000	7/09 POLICE UNIFORMS	33.60
				..... CHECK TOTAL	1,410.60
88287	8/26	FIRST SUPPLY	110-05-55109-246-000	7/09 SUPPLIES	108.27
88288	8/26	WIS SUPREME COURT	110-01-52001-264-000	S.NAUDI 10/07-09	20.00
			110-01-52001-264-000	T.WRIGHT 10/07-09	20.00
				..... CHECK TOTAL	40.00
88289	8/26	CARTHAGE COLLEGE	724-00-21933-000-000	ROBINSON SCHOLARSHIP	750.00
88290	8/26	AURORA MEDICAL GROUP	110-01-51303-216-000	7/09 SCREENS	558.00
			110-02-52103-219-000	7/09 SCREENS	130.00
				..... CHECK TOTAL	688.00
88291	8/26	IOD INCORPORATED	110-02-52102-219-000	8/09 08-046253 RECD	26.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88292	8/26	SCHUMAN, JENNIFER	110-00-46394-000-000	APPLIANCE STICKER	15.00
88293	8/26	STATE FIRE ACADEMY	110-02-52206-264-000	K.SCHROEDER 10/23-26	380.00
88294	8/26	HERNANDEZ, DIANA	110-00-21905-000-000	BEACH HOUSE 8/16/09	100.00
88295	8/26	EBERT, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00
88296	8/26	BELTZ, EUGENE	110-00-46394-000-000	APPLIANCE STICKER	15.00
88297	8/26	PERKINS, MICHAEL	110-00-47118-000-000	ANDERSON 7/22/09	75.00
88298	8/26	BARWICK, MAUREEN	110-00-46394-000-000	APPLIANCE STICKER	15.00
88299	8/26	DYNO-TEST, INC	630-09-50101-393-000	FLEET 2174 REPAIR	61.79
88300	8/26	DITZENBERGER, JEAN	110-01-51301-311-000	8/19 CIP BUDGET MTG	61.72
			110-01-51301-311-000	8/21 CIP BUDGET MTG	60.14
				..... CHECK TOTAL	121.86
88301	8/26	POLTROCK, JAMES T.	206-02-52205-262-000	7/28-30 LAKEVILLE	220.84
			206-02-52205-263-000	7/28-30 LAKEVILLE	75.00
			206-02-52205-261-000	7/28-30 LAKEVILLE	36.00
			206-02-52205-262-000	7/28-30 LAKEVILLE	15.00
				..... CHECK TOTAL	346.84
88302	8/26	FRANCIS, RONALD	722-00-21988-000-000	PREVENTION SUPPLIES	67.47
88303	8/26	LABATORE, FELICIA	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
88304	8/26	HELD, MICHAEL	110-02-52103-263-000	8/08-10 MILWAUKEE	36.00
88306	8/28	RA SMITH & ASSOCIATES	409-11-50903-589-000	4-5/9/09 PROF SERVC	8,337.95
			409-11-50903-589-000	7/09 ENG SERV-DESIGN	6,679.31
			409-11-50903-589-000	4-5/09 ENG SERV-DESI	3,095.22
			409-11-50903-589-000	6/09 PROF SERVICES A	358.00
				..... CHECK TOTAL	18,470.48
88307	8/28	BINDELLI BROTHERS, INC	110-09-56501-259-000	8/09 6605 22 AVE	184.24
			110-09-56501-259-000	8/09 6623 39 AVE	176.00
			110-09-56501-259-000	8/09 1706 59 ST	140.00
			110-09-56501-259-000	8/09 5140 17 AVE	84.24
			110-09-56501-259-000	8/09 6010 14 AVE	80.00
			110-09-56501-259-000	8/09 1821 57 ST	80.00
				..... CHECK TOTAL	744.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88308	8/28	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	8/09-PD MISC. ITEMS	156.05
			110-02-52103-369-000	8/09-PD MISC. ITEMS	38.00
				..... CHECK TOTAL	194.05
88309	8/28	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	7/09-PW ELECTRICAL S	130.46
			110-03-53109-375-000	8/09-ST ELECTRICAL S	104.39
			110-01-51801-389-000	7/09-PW ELECTRICAL S	76.12
			110-01-51801-389-000	6/09-PW ELECTRICAL S	62.81
			110-03-53109-375-000	8/09-ST ELECTRICAL S	27.46
			110-03-53109-375-000	8/09-ST ELECTRICAL S	22.27
			110-05-55109-249-000	8/09-PW ELECTRICAL S	21.70
			110-03-53109-375-000	2/09-ST CREDIT ELECT	1.65CR
				..... CHECK TOTAL	443.56
88310	8/28	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	7/09-EDY MEDS VETERI	188.74
88311	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/28/09 CITY HRLY	17,302.37
			110-00-21562-000-000	8/28/09 WATER HRLY	4,063.00
			110-00-21562-000-000	8/28/09 MUSEUM HRLY	185.00
				..... CHECK TOTAL	21,550.37
88312	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/31/09 CITY SAL	50,612.63
			110-00-21562-000-000	8/31/09 LIBRARY SAL	8,831.50
			110-00-21562-000-000	8/31/09 WATER SAL	8,698.50
				..... CHECK TOTAL	68,142.63
88313	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	8/28/09 CITY HRLY	3,837.08
			110-00-21553-000-000	8/28/09 WATER HRLY	1,673.62
			110-00-21553-000-000	8/28/09 MUSEUM HRLY	81.64
				..... CHECK TOTAL	5,592.34
88314	8/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	8/31/09 SAL DEDUCT	2,490.02
88315	8/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	8/28/09 CITY HRLY	163.02
			110-00-21541-000-000	8/28/09 MUSEUM HRLY	92.02
			110-00-21541-000-000	8/28/09 WATER HRLY	90.77
				..... CHECK TOTAL	345.81
88316	8/28	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/23/09 P ROMANO	1,329.76
			110-09-56405-161-000	6/30/09 C LARSON	474.71
			110-02-52101-219-000	8/09-#09-116808 BLOO	47.30
				..... CHECK TOTAL	1,851.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88317	8/28	KENOSHA NEWS	110-01-51701-321-000	7/09 COMBINED NOTICE	302.92
			110-01-50101-321-000	7/09 BACCHUS LICENSE	38.64
				..... CHECK TOTAL	341.56
88318	8/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	8/31/09 SAL DEDUCT	94,210.00
88319	8/28	LANDMARK TITLE CORPORATION	461-11-50901-581-000	1343 50TH ST ACQ	73,715.00
88320	8/28	NPELRA	110-01-51001-322-000	SMARTER BARGAINING	90.00
88321	8/28	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	6/09-VARIOUS PARTS	168.37
			630-09-50101-393-000	8/09-RETURN PARTS	166.01CR
				..... CHECK TOTAL	2.36
88322	8/28	FIRST SUPPLY CO.	501-09-50105-361-000	8/09 ST MERCHANDISE	66.65
88323	8/28	UW-PARKSIDE	761-09-50101-264-000	4 REG FEES - KCM	180.00
88324	8/28	VAN'S GAS SERVICE INC	630-09-50101-393-000	7/09 CE PROPANE GAS	29.04
			110-03-53116-341-000	7/09 WA PROPANE GAS	26.40
			110-03-53117-253-000	7/09 WA PROPANE GAS	12.00
			110-03-53103-355-000	7/09 ST PROPANE GAS	3.00
				..... CHECK TOTAL	70.44
88325	8/28	WILLKOMM INC., JERRY	520-09-50106-341-000	8/09-DIESEL FUEL	16,515.17
			520-09-50106-341-000	8/09-DIESEL FUEL	16,508.29
				..... CHECK TOTAL	33,023.46
88326	8/28	WIS DEPT OF REVENUE	110-00-21512-000-000	8/01-15/09 DEDUCTS	121,955.47
88327	8/28	WE ENERGIES	283-06-50208-259-000	#5001150 UTILTIIES	44.12
			284-06-50302-259-000	#5001192 UTILITIES	29.54
			284-06-50202-259-000	#5001153 UTILITIES	24.55
			284-06-51607-259-000	#5001154 UTILITIES	22.63
			284-06-51608-259-000	#5002077 UTILITIES	9.25
				..... CHECK TOTAL	130.09
88328	8/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	8/31/09 H.TOLBERT	204.12
88329	8/28	KENOSHA WATER UTILITY	461-11-50601-581-000	4-6/09 STORMWATER	53.18
			284-06-50302-259-000	#5000599 UTILTIIES	36.06
			283-06-51609-259-000	#5000598 UTILITIES	29.60
			231-06-51610-259-000	#5000597 UTILITIIES	28.60
			283-06-50208-259-000	35000594 UTILITIES	27.52
			284-06-50202-259-000	#5000595 UTILITIES	26.52
			285-06-51603-259-000	#5000596 UTILITIES	15.75
			463-11-50601-589-000	4-6/09 STORMWATER	9.26
			461-11-50601-581-000	4-6/09 STORMWATER	8.26
			463-11-50601-589-000	5-6/09 STORMWATER	6.28
				..... CHECK TOTAL	241.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88330	8/28	H.KUBENIK MECHANICAL,INC.	520-00-18747-000-000	SEATER SUBCONTRACTOR	22,933.00
88331	8/28	BROOKS TRACTOR, INC.	463-11-50601-589-000	EXCAVATOR RENTAL	2,000.00
			461-11-50601-581-000	EXCAVATOR RENTAL	2,000.00
			463-11-50601-589-000	EXCAVATOR RENTAL	850.00
			463-11-50601-589-000	EXCAVATOR RENTAL	600.00
			463-11-50601-589-000	EXCAVATOR RENTAL	527.00
			463-11-50601-589-000	EXCAVATOR RENTAL	385.00
			463-11-50601-589-000	EXCAVATOR RENTAL	150.00
				..... CHECK TOTAL	6,512.00
88332	8/28	FABCO EQUIPMENT, INC.	630-09-50101-393-000	INJECTORS/FLT 2921	2,957.40
			630-09-50101-393-000	PARTS & MATERIAL	75.54
				..... CHECK TOTAL	3,032.94
88333	8/28	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	6/09-TIRE LEASE	4,120.07
			520-09-50106-346-000	8/09-TIRE LEASE	254.87
				..... CHECK TOTAL	4,374.94
88334	8/28	A & R DOOR SERVICE	110-02-52203-246-000	6/09 FD #3 DOOR REPA	56.00
88335	8/28	TAYLOR, SUSAN K.	110-01-51303-219-000	ARBITRATION PROCEED	95.00
88336	8/28	ACL LABS	110-02-52101-219-000	7/09 LAB FEES	62.40
88337	8/28	KENOSHA AREA BUSINESS	520-09-50301-263-000	8/21/09 LEGIS BRKFST	15.00
88338	8/28	FEDEX	110-01-51306-312-000	8/12 BRICKLINE PLANS	18.79
88339	8/28	FIREFIGHTERS ASSOC OF KENO	110-00-21515-000-000	8/31/09 SAL DEDUCT	4,240.00
88340	8/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	8/31/09 SAL DEDUCT	10,884.00
88341	8/28	PAT'S SERVICES, INC.	110-05-55108-282-000	7/30-8/02 PIKE RVR	560.00
			110-05-55108-282-000	7/09 VET'S MEMRL	476.00
			110-05-55108-282-000	7/09 51ST & 6TH AVE	100.00
			110-05-55108-282-000	7/09 HOBBS PARK	49.00
				..... CHECK TOTAL	1,185.00
88342	8/28	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/28/09 D.FAFFORD	30.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88343	8/28	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	8/09 ARMORED CAR SER	286.00
88344	8/28	LINCOLN CONTRACTORS SUPPLY	501-09-50105-282-000	7/09 ST RENTAL TOOLS	102.00
			501-09-50105-282-000	7/09 ST RENTAL TOOLS	102.00
			501-09-50105-282-000	8/09 ST RENTAL TOOLS	63.24
			501-09-50105-344-000	8/09 ST TOOLS AND SU	29.29
			501-09-50105-344-000	8/09 ST TOOLS AND SU	21.65
				..... CHECK TOTAL	318.18
88345	8/28	BANE-NELSON, INC.	110-01-51802-246-000	REPAIR SUPPORT BEAM	2,890.00
88346	8/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	8/31/09 SAL DEDUCT	8,187.56
88347	8/28	LOCAL 168	110-00-21551-000-000	8/31/09 SAL DEDUCT	88.50
88348	8/28	LEE'S RENT IT	110-05-55102-249-000	8/09-FOREST PK EQUIP	151.95
88349	8/28	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/28/09 B.GARRETT	118.78
88350	8/28	SOUTHWAY SUPPLY	285-06-51603-259-000	#5000622 - MATERIALS	33.58
88351	8/28	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	8/31/09 A.DETLOFF	159.71
			110-00-21581-000-000	8/28/09 JURKIEWICZ	143.27
				..... CHECK TOTAL	302.98
88352	8/28	ACCURATE PRINTING CO., INC.	110-03-53103-311-000	8/09 CRKFL DR HANGR	109.00
88353	8/28	GOLD STANDARD LLP	110-02-52103-381-000	DOG SUPPLIES	210.00
88354	8/28	PITNEY BOWES	110-01-51306-282-000	8/09-MACHINE LEASE/M	364.00
88355	8/28	KENOSHA COUNTY	631-09-50101-311-000	7/09-PRINTS/COPIES	7.00
88356	8/28	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	8/09 FD #4 PARTS/MAT	324.20
			110-02-52203-344-000	8/09 FD ENG #6 PARTS	58.95
				..... CHECK TOTAL	383.15
88357	8/28	STRAND ASSOCIATES, INC.	110-03-53117-219-000	5/09-7/09-GRNDWATER	373.04
88358	8/28	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	8/28/09 T.BOYD	135.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88359	8/28	MG TRUST COMPANY	761-09-50101-151-000	8/09 403B J.RIMKUS	173.51
			761-00-21599-000-000	8/09 403B J.RIMKUS	173.51
				..... CHECK TOTAL	347.02
88360	8/28	MCMULLEN & PITZ CONSTRUCTION	405-11-50905-589-000	EST 3-DREDGING	100,123.00
88361	8/28	ANGUS, CHARLES N.	110-02-52203-369-000	FLAG POLE & INSTALL.	600.00
88362	8/28	STANDARD LIFTS & EQUIPMENT	520-00-18747-000-000	SEATER SUBCONTRACTOR	15,020.80
88363	8/28	METRO WELDING & FABRICATIONG	520-00-18747-000-000	SEATER SUBCONTRACTOR	20,000.00
88364	8/28	ARTEAGA CONSTRUCTION INC	520-00-18747-000-000	SEATER SUBCONTRACTOR	41,281.55
88365	8/28	US CELLULAR	206-02-52205-226-000	8/09 FD-CELL SERVICE	168.00
			110-02-52601-226-000	8/09 DH-CELL AIRTIME	153.63
			110-01-51801-226-000	8/09 PW-CELL AIRTIME	141.27
			110-05-55102-226-000	8/09 PA-CELL AIRTIME	138.87
			501-09-50103-226-000	7-8/09 INTERNET CRD	99.20
			110-02-52601-226-000	8/09 DH-CELL SERVICE	80.00
			206-02-52205-226-000	8/09 FD-CELL AIRTIME	77.58
			206-02-52205-226-000	8/09 FD-DATA SERVICE	69.65
			110-05-55102-226-000	8/09 PA-CELL AIRTIME	63.18
			110-02-52601-226-000	8/09 DH-PHONE/CHGRS	39.92
			110-05-55111-226-000	8/09 PA-CELL AIRTIME	25.47
			110-05-55101-226-000	8/09 PA-CELL AIRTIME	16.38
			110-05-55109-226-000	8/09 PA-CELL SERVICE	16.00
			110-01-51801-226-000	8/09 PW-CELL SERVICE	16.00
			501-09-50103-226-000	7/09 PW-CELL AIRTIME	8.17
			501-09-50103-226-000	7/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	7/09 PW-CELL SERVICE	8.00
			110-05-55111-226-000	8/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	8/09 PA-CELL SERVICE	8.00
			110-05-55101-226-000	8/09 PA-CELL SERVICE	8.00
			110-03-53101-226-000	8/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	7/09 PW-AIRTIME	.63
			206-02-52205-226-000	8/09 FD-CELL PHONE	.01
			110-05-55109-226-000	8/09 PA-CELL PHONE	.01
			110-05-55101-226-000	8/09 PA-CELL PHONE	.01
				..... CHECK TOTAL	1,161.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88366	8/28	WASTE MANAGEMENT OF WI	110-03-53117-253-416	7/09 1272.92 TONS WA	38,322.70
			110-03-53117-253-416	7/09 201.18 TONS WAS	5,882.51
			110-03-53117-253-417	7/09 27 COMPCT PULLS	4,435.35
			257-06-50463-259-000	#5002719 5500 24 AV	3,790.13
			463-11-50601-589-000	7/09 DISPL 6209 13AV	3,000.00
			461-11-50701-581-000	7/09 DISPL 4901 37AV	2,970.80
			463-11-50601-589-000	7/09 DISPL 2217 55TH	1,736.70
				..... CHECK TOTAL	60,138.19
88367	8/28	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	8/09-AR SERVICE/PART	195.50
			521-09-50101-344-000	8/09-AR SERVICE/PART	183.92
				..... CHECK TOTAL	379.42
88368	8/28	B & L OFFICE FURNITURE	501-09-50101-362-000	OFFICE CHAIR FOR SWU	75.00
88369	8/28	KIEFT BROTHERS INC.	403-11-50901-588-000	7/09-60 ST & 104 AVE	385.00
88370	8/28	INSTY-PRINTS	110-05-55109-311-000	8/09-PA POOL SIGNS	894.00
88371	8/28	KNIGHT-BARRY TITLE, INC.	257-06-50451-259-000	ACQ 2414 55TH ST	48,961.00
88372	8/28	CDW-G	110-02-52206-366-000	VERBATIM POCKET 15	19.25
			110-02-52206-366-000	DIGITAL FLASCH	10.96
				..... CHECK TOTAL	30.21
88373	8/28	DAVISON & MULLIGAN, LTD	520-00-18747-000-000	SEATER CONSTRUCTION	30,234.99
88374	8/28	NORTHERN MIST LAWN SPRINKLER	110-05-55104-249-000	7/09 IRRIGATION REPA	382.00
88375	8/28	O'CONNOR, DUMEZ,	110-09-56405-212-000	7/18/07 K MIKOLAS	275.00
88376	8/28	MENARDS (KENOSHA)	285-06-51603-259-000	#5000630 - MATERIALS	29.50
88377	8/28	SHERWIN INDUSTRIES	110-03-53103-355-000	7/09 COLD PATCH PROD	2,030.19
88378	8/28	BELLE CITY FIRE EXTINGUISHER	520-09-50401-246-000	5/09 TD EXTINGUISHER	44.25
			520-09-50401-246-000	7/09 TD EXTINGUISHER	11.00
				..... CHECK TOTAL	55.25
88379	8/28	WIS SCTF	110-00-21581-000-000	8/31/09 SAL DEDUCT	9,200.28
88380	8/28	WIS SCTF	110-00-21581-000-000	8/28/09 HRLY DEDUCT	1,635.30

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88381	8/28	KIEFER, ADOLPH & ASSOCIATES	110-05-55111-367-000	NYLON GUARD JACKETS	406.00
			110-05-55111-389-000	TYR GUARD HIP PACK	93.95
				..... CHECK TOTAL	499.95
88382	8/28	LASER NET INC	110-01-51101-314-000	7/09-MICROFICHE PROC	124.28
88383	8/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/31/09 M.RIVERA	746.00
			110-00-21581-000-000	8/28/09 J.PETRILLO	139.82
				..... CHECK TOTAL	885.82
88384	8/28	GRAINGER	110-02-52203-369-000	TOOL BAG. 14" X 16"	623.30
88385	8/28	TIME WARNER CABLE	110-01-51102-233-000	8/17-9/16 RR-CITY HL	239.95
			110-01-51102-233-000	8/19-9/18 STORES RR	139.95
				..... CHECK TOTAL	379.90
88386	8/28	LAMBERT ENVIRONMENTAL	415-11-50901-583-000	SIMMONS LIBR DISPSL	550.00
88387	8/28	ARAMARK	110-02-52203-246-000	7/09 FD-FLOOR MATS	227.20
			110-01-51801-246-000	7/09 MB-CLEAN MATS	98.28
			520-09-50202-246-000	7/09 TD-CLEAN MATS	41.64
			110-03-53116-246-000	7/09 WA-ENTRANC MATS	37.76
			110-05-55109-246-000	7/09 PA-CLEAN MATS	15.12
			632-09-50101-246-000	7/09 SE-CLEAN MATS	15.10
				..... CHECK TOTAL	435.10
88388	8/28	GONNERING REALTY	463-11-50601-589-000	5511 23RD AVE	130.00
88389	8/28	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	8/09-MISCELLANEOUS P	429.16
88390	8/28	ACCURINT	110-02-52101-219-000	7/09 SEARCHES/LOCATE	50.00
88391	8/28	WISCONSIN TITLE CLOSING	461-11-50701-581-000	ACQ 4609 36TH AVE	62,216.00
			461-11-50901-581-000	ACQ 4609 36TH AVE	49,295.00
				..... CHECK TOTAL	111,511.00
88392	8/28	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	8/09 MEDICAL SUPPLIE	1,244.40
			206-02-52205-318-000	8/09 MEDICAL SUPPLIE	115.92
			206-02-52205-318-000	8/09 MEDICAL SUPPLIE	64.40
				..... CHECK TOTAL	1,424.72

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88393	8/28	GILLIG CORPORATION	520-09-50201-347-000	8/09-BUS PARTS	928.34
			520-09-50201-347-000	8/09-BUS PARTS	374.68
			520-09-50201-347-000	7/09-BUS PARTS	305.01
			520-09-50201-347-000	8/09-BUS PARTS	130.26
				..... CHECK TOTAL	1,738.29
88394	8/28	GESTRA ENGINEERING INC	409-11-50906-589-000	7/09-38TH ST PROJECT	240.00
88395	8/28	RIMKUS, JASON	761-09-50101-111-000	8/16-31/09 SERVICES	1,735.13
			761-00-21514-000-000	8/16-31/09 SERVICES	25.16CR
			761-00-21599-000-000	8/16-31/09 SERVICES	86.76CR
			761-00-21512-000-000	8/16-31/09 SERVICES	97.00CR
			761-00-21511-000-000	8/16-31/09 SERVICES	107.58CR
			761-00-21513-000-000	8/16-31/09 SERVICES	173.00CR
				..... CHECK TOTAL	1,245.63
88396	8/28	PIRO, RALPH	761-09-50101-111-000	8/16-31/09 SERVICES	822.29
			761-00-21514-000-000	8/16-31/09 SERVICES	11.92CR
			761-00-21512-000-000	8/16-31/09 SERVICES	37.30CR
			761-00-21513-000-000	8/16-31/09 SERVICES	50.00CR
			761-00-21511-000-000	8/16-31/09 SERVICES	50.98CR
				..... CHECK TOTAL	672.09
88397	8/28	KENOSHA CAR SPA LLC	630-09-50101-393-000	7/09-AUTO WASHING	11.95
			206-02-52205-344-000	7/09-FD AUTO WASH	11.95
			110-02-52204-344-000	7/09-FD AUTO WASH	11.95
				..... CHECK TOTAL	35.85
88398	8/28	AIRGAS NORTH CENTRAL	632-09-50101-389-000	8/09 SE-INDSTRL GAS	178.54
			632-09-50101-389-000	7/09 SE-INDSTRL GAS	126.85
			206-02-52205-389-000	8/09 STN 4-OXY CLYN	83.77
			520-09-50201-317-000	7/09 TD-INDSTRL GAS	49.11
			206-02-52205-389-000	7/09 STN4-OXYGN CLYN	49.10
			110-05-55109-235-000	7/09 PA-INDSTRL GAS	45.00
			206-02-52205-389-000	8/09 STN 5 OXY CLND	40.74
			632-09-50101-389-000	8/09 SE-INDSTRL GAS	34.09
			206-02-52205-344-000	7/09 STN 4-OXY CLYN	20.45
			206-02-52205-389-000	7/09 STN3-OXYGN CLYN	16.37
			206-02-52205-389-000	7/09 STN 5-OXYG CLYN	16.37
			521-09-50101-344-000	7/09 AR INDSTRL GAS	12.27
				..... CHECK TOTAL	672.66

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88399	8/28	SCHRANZ ROOFING, INC	520-00-18747-000-000	SEATER SUBCONTRACTOR	20,000.00
88400	8/28	RED THE UNIFORM TAILOR	110-02-52103-367-000	7/09 POLICE UNIFORMS	295.70
			110-02-52206-367-000	7/09 UNIFORMS	209.85
			110-02-52206-367-000	7/09 UNIFORMS	209.85
			110-02-52206-367-000	7/09 UNIFORMS	209.85
			110-02-52206-367-000	7/09 UNIFORMS	155.90
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	7/09 UNIFORMS	124.35
			110-02-52206-367-000	7/09 UNIFORMS	77.95
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52206-367-000	7/09 UNIFORMS	69.95
			110-02-52103-367-000	7/09 POLICE UNIFORMS	64.95
			110-02-52103-367-000	7/09 POLICE UNIFORMS	64.95
				..... CHECK TOTAL	1,903.00
88401	8/28	STATE DISBURSEMENT	110-00-21581-000-000	8/28/09 S.WELLS	27.71
88402	8/28	AVI MIDWEST LLC	110-01-50101-235-000	MAINTENANCE CONTRACT	3,007.00
88403	8/28	ABSOLUTE CONSTRUCTION INC.	520-00-18747-000-000	SUPPORT/SEATER LEGAL	2,932.50
			520-00-18747-000-000	SIPPORT/SEATER LEGAL	2,210.00
			520-00-18747-000-000	SUPPORT/SEATER LEGAL	1,912.50
				..... CHECK TOTAL	7,055.00
88404	8/28	DOUBLE D CONSTRUCTION INC	284-06-51608-259-000	#5000659 - PAVING	475.00
			284-06-51607-259-000	#5000660 - PAVING	475.00
			284-06-50202-259-000	#5000658 - PAVING	475.00
			283-06-50208-259-000	#5000661 - PAVING	475.00
				..... CHECK TOTAL	1,900.00
88405	8/28	NORTH LAKE REMODELING, LLC	257-06-50492-259-000	#5002074 - REHAB	5,000.00
			463-11-50601-589-000	#5002074 - REHAB	190.00
				..... CHECK TOTAL	5,190.00
88406	8/28	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#5001159 T.MCLEAN	350.00
			252-06-50559-259-000	#5000614 D.YOUNG	280.00
			252-06-50559-259-000	#5000613 T.BROOKS	245.00
			252-06-50559-259-000	#5000615 J.EASLEY	210.00
				..... CHECK TOTAL	1,085.00

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88407	8/28	SCHEIDT, KARL MD	110-09-56405-161-000	3/30/09 D WILFINGER	144.50
88408	8/28	AURORA MEDICAL GROUP	520-09-50101-216-000	7/09 SCREENS	38.00
88409	8/28	MILWAUKEE ORTHOPAEDIC GROUP	110-09-56405-161-000	3/20/06 K WALTON	88.00
88410	8/28	IOD INCORPORATED	110-02-52102-219-000	7/09-#09-092807 MEDI	26.08
			110-09-56405-161-000	7/19/09 D STEIDTMAN	8.55
				..... CHECK TOTAL	34.63
88411	8/28	MEA-AEA KENOSHA SC	110-09-56405-161-000	7/7/09 C BLATTER	249.04
88412	8/28	HEALTHPORT	110-09-56405-161-000	3/24/09 O VILLALOBOS	9.83
88413	8/28	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/30/09 C LARSON	33.15
88414	8/28	AURORA HEALTH CARE	110-09-56405-161-000	7/9/09 C HANNAMAN	255.20
88415	8/28	MICELI, GIUSEPPE DPM	110-09-56405-161-000	3/30/09 D WILFINGER	47.70
88416	8/28	MINNESOTA PUBLIC TRANSIT ASC	520-09-50301-264-000	9/21-23 DULUTH MN	200.00
88417	8/28	CASTANON, BRISEIDA	110-00-21905-000-000	BEACHHOUSE 5/02/09	300.00
88418	8/28	CUSH MARKETING & DEVELOPMENT	110-00-21109-000-000	PEDDLERS LICENSE	55.00
88419	8/28	CASALENA, ALESSANDRO	110-09-56402-263-000	LUNCH@CPR TRAINING	320.00
88420	8/28	KELLER, DONOVAN B	110-00-21106-000-000	2008 RE TAX OVERPAY	159.28
88421	8/28	SUITS, ALLISON M	110-00-21106-000-000	2008 RE TAX OVERPAY	34.88
88422	8/28	KENOSHA RETAIL GROUP LLC	110-00-21106-000-000	2008 TAX-622 58 ST	1,929.74
88423	8/28	ARENAS, JORGE	110-00-21106-000-000	2008 RE TAX OVERPAY	13.77
88424	8/28	DEBISH, JOSEPH & SHARON	110-00-21106-000-000	2008 RE TAX OVERPAY	200.00
88425	8/28	DICELLO, KATHY	110-00-21106-000-000	2008 TAX-1503 80 ST	2.00

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88426	8/28	BROWN, ROSALIND GUIDA AND	110-00-21106-000-000	2008 RE TAX OVERPAY	219.50
88427	8/28	PILIOURAS, GEORGE & MARIA	110-00-21106-000-000	2008 RE TAX OVERPAY	2.00
88428	8/28	EDENHOFER, RAYDENE	110-00-21106-000-000	2008 RE TAX OVERPAY	40.24
88429	8/28	KERPAN, KEVIN & BARBARA	110-00-21106-000-000	2008 RE TAX OVERPAY	4.28
88430	8/28	ZAGAR, SHAWN & JULIANNA	110-00-21106-000-000	2008 RE TAX OVERPAY	25.13
88431	8/28	NICHOLS, DUSTY	110-00-46394-000-000	APPLIANCE STICKER	15.00
88432	8/28	BIZ TIMES MEDIA LLC	110-01-51303-264-000	N MILLSAPS-9/15/09	259.00
88433	8/28	KOENES, JAMES	110-00-21905-000-000	8/1/09-ANDERSON POOL	100.00
88434	8/28	ROSSMANN, LINDA	110-00-46394-000-000	APPLIANCE STICKER	15.00
88435	8/28	RILEY, DAVID	110-02-52206-262-000	8/2-8/09 COLLEGE STN	213.95
			110-02-52206-263-000	8/2-8/09 COLLEGE STN	175.00
			110-02-52206-261-000	8/2-8/09 COLLEGE STN	146.01
			110-02-52206-262-000	8/2-8/09 COLLEGE STN	80.00
				..... CHECK TOTAL	614.96
88436	8/28	PETERSEN, JOHN R.	110-02-52102-262-000	8/18-20/09 LINCOLN	935.80
			110-02-52102-261-000	8/18-20/09 LINCOLN	267.17
			110-02-52102-263-000	8/18-20/09 LINCOLN	157.32
			110-02-52102-263-000	8/18-20/09 LINCOLN	95.00
			110-02-52102-261-000	8/18-20/09 LINCOLN	90.00
				..... CHECK TOTAL	1,545.29
88437	8/28	LAMBRECHT, CRAIG	520-09-50201-235-000	COMPUTER DIAGNOSTICS	41.13
88438	8/28	IWEN, RONALD	520-09-50105-261-000	8/19 MADISON	127.60
			520-09-50105-261-000	7/13 MILWAUKEE	54.75
				..... CHECK TOTAL	182.35
88439	8/28	DE LA ROSA, ERNAN	110-02-52103-263-000	8/4-9/09 MILWAUKEE	60.00
88440	8/28	MATEZEVICH, JOSEPHINE	110-09-56402-263-000	CPR LUNCH MISC	18.57

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88441	8/28	DILLHOFF, AARON J.	110-02-52102-263-000	8/18-20/09 LINCOLN	95.00
88442	8/28	GARRETT, BARBARA	520-09-50101-367-000	2009 UNIFORM ALLOW	37.98
88443	8/28	LACHMAN, MICHELE	520-09-50106-311-000	CDL LICENSE	74.00
88444	8/28	ACE HARDWARE	110-01-51801-389-000	7/09 MB MERCHANDISE	84.97
			110-05-55109-361-000	7/09 PW MERCHANDISE	63.90
			501-09-50105-359-000	7/09 ST MERCHANDISE	61.68
			110-05-55109-311-000	7/09 PW MERCHANDISE	56.97
			110-03-53103-389-000	7/09 ST MERCHANDISE	44.07
			110-02-52203-369-000	7/09 FD MERCHANDISE	35.92
			110-05-55109-249-000	7/09 PW MERCHANDISE	30.96
			110-05-55109-244-000	7/09 PW MERCHANDISE	22.98
			110-05-55109-235-000	7/09 PW MERCHANDISE	21.99
			110-05-55109-382-000	7/09 PW MERCHANDISE	20.97
			110-05-55111-246-000	7/09 PW MERCHANDISE	16.47
			110-05-55109-357-000	7/09 PW MERCHANDISE	8.98
			630-09-50101-393-000	7/09 SE MERCHANDISE	6.36
			501-09-50104-389-000	7/09 ST MERCHANDISE	4.99
			110-05-55109-246-000	7/09 PW MERCHANDISE	4.78
			110-05-55109-389-000	7/09 PW MERCHANDISE	1.76
				..... CHECK TOTAL	487.75
88445	8/31	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/16-31/09 CONTRIBS	57,396.95
88446	8/31	UNITED HEALTHCARE CLAIMS	611-09-50101-155-527	7/09 MEDICAL CLAIMS	756,996.00
			611-09-50101-155-525	7/09 DENTAL CLAIMS	53,600.00
				..... CHECK TOTAL	810,596.00
88447	8/31	CHASE BANK KENOSHA	110-00-21513-000-000	8/31/09 SAL DEDUCTS	202,829.06
			110-00-21511-000-000	8/31/09 SAL DEDUCTS	72,316.30
			110-00-21612-000-000	8/31/09 SAL DEDUCTS	72,316.00
			110-00-21513-000-000	8/28/09 HRLY DEDUCT	22,933.86
			110-00-21614-000-000	8/31/09 SAL DEDUCTS	22,030.24
			110-00-21514-000-000	8/31/09 SAL DEDUCTS	22,030.16
			110-00-21511-000-000	8/28/09 HRLY DEDUCT	13,493.97
			110-00-21612-000-000	8/28/09 HRLY DEDUCT	13,493.92
			110-00-21614-000-000	8/28/09 HRLY DEDUCT	3,596.02
			110-00-21514-000-000	8/28/09 HRLY DEDUCT	3,595.93
				..... CHECK TOTAL	448,635.46

START DATE FOR SUMMARY: 8/16 END DATE FOR SUMMARY: 8/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
88448	8/31	AETNA CLAIMS	611-09-50101-155-527	8/09 MEDIAL CLAIMS	456,534.03
			611-09-50101-155-527	8/09 MEDICAL CLAIMS	153,665.68
			611-09-50101-155-527	8/25/09 CLAIMS	117,589.00
			611-00-21531-000-000	7-8/09 P/R DEDUCTS	439.84
				..... CHECK TOTAL	728,228.55
88449	8/31	PROCESSWORKS INC.	110-00-21578-000-000	8/25/09 CHECK REG	2,841.96
88450	8/31	IAFF/NATIONWIDE	110-00-21574-000-000	8/16-31/09 CONTRIBS	20,879.49
88451	8/31	J D BENEFITS, INC	110-00-21517-000-000	8/16-31/09 DEDUCTS	5,689.12
88452	8/31	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/16-31/09 CONTRIBS	11,981.25

GRAND TOTAL FOR PERIOD ********** 21,374,531.84

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030	September 10, 2009	Item # 8

Offer to Donate Land located north of 38th Street from Thomas and Kristine Hincz to the City of Kenosha for airport purposes, District #16.

Item # **L.2.**
City of Kenosha
Common Council Agenda
9/21/09

LOCATION/SURROUNDINGS:

Site: North side of 38th Street
Zoned: R-2 – Air Overlay

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- Thomas & Kristine Hincz have offered to donate this 2.37 acre parcel of land to the City of Kenosha for Airport purposes. Because of the restrictive air/overlay zoning, no building or structures are permitted on this parcel of land. The owners do not want to continue to pay taxes on the land and have offered it the the City
- Attached is a plat map showing Parcel #08-222-29-250-082. .
- This parcel is on the airport plan for future airport land.

RECOMMENDATION:

A recommendation is made to approve the Offer to Donate Land Agreement, for 2.37 acres of land from Thomas & Kristine Hincz.

Sharon Krewson, Real Estate Agent
/u2/acct/cp/csusans/CPC/2009/9-10Mtg/fact-offer-hincz.odt

Jeffrey B. Labahn, Director of City Development

OFFER TO DONATE LAND

FROM

THOMAS W. AND KRISTINE L. HINCZ

TO

CITY OF KENOSHA, WISCONSIN
A MUNICIPAL CORPORATION

Thomas W. and Kristine L. Hincz, hereafter referred to as **"DONATOR"**, hereby offers and agrees to donate to the CITY OF KENOSHA, WISCONSIN, A Municipal Corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **"CITY"**, a parcel of real estate (Vacant Land), in the City and County of Kenosha, Wisconsin, located north of 38th Street, Tax Key No. 80-4-222-024-0234-0, and will be Tax Key No. 08-222-29-250-082 in 2010 (**"PROPERTY"**) described as a 2.37 acre parcel. **PROPERTY** map is attached hereto and incorporated herein by reference, and conveyance is subject to the following terms and conditions:

There is no consideration for this donation. However, **CITY** will use the property for Airport purpose.

There is no earnest money payment.

There is no financing contingency.

There is no personal property included.

DONATOR shall, upon approval, convey the PROPERTY by Quit Claim Deed, free and clear of all liens and encumbrances, excepting: Municipal and Zoning Ordinances, recorded easements for public utilities serving the **PROPERTY**, and recorded building and use restrictions and covenants. **General taxes levied in the year of closing will be paid by CITY. DONATOR** shall complete and execute all documents necessary to permit the conveyance to be consummated and recorded.

This offer is binding upon both parties only if a copy of the accepted Offer is deposited, postage or fees prepaid, in the U.S. Mail or a commercial delivery system, addressed to **DONATOR** at 4520

Sixth Street, Kenosha, Wisconsin, 53144, or by personal delivery of the accepted Offer to **DONATOR**, on or before August 31, 2009, otherwise this Offer is void.

This transaction is to be closed at the Office of the Department of City Development, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140, on or before September 15, 2009, or at such other time and place as may be agreed upon in writing.

Legal possession of the **PROPERTY** shall be delivered to the **CITY** on the date of closing.

Occupancy of the **PROPERTY** shall be delivered to the **CITY** on the date of closing.

CITY, at **CITY**'s expense, at least ten (10) business days before closing, shall procure a commitment of title insurance from a title insurance company licensed in Wisconsin, in an amount determined by **CITY**. **CITY** shall notify **DONATOR** of any valid objection or defect in title in writing prior to closing. **DONATOR** shall have a reasonable time, but not exceeding thirty (30) days to remove the objection and or defect, and closing of the transaction shall be extended as necessary for this purpose.

DONATOR agrees that **DONATOR** will not create any new tenancy on the **PROPERTY**, with or without a lease or rental agreement, or permit any person or party to occupy **PROPERTY** while this transaction is pending or after closing.

Notice under this agreement, shall be provided to **DONATOR** at 4520 Sixth Avenue, Kenosha, Wisconsin 53144, and to the **CITY**, through the Department of City Development, 625 52nd Street, Room 308, Kenosha, Wisconsin 53140, or to such other address as the parties may elect, subject to actual notice to the other party. Said notice shall be valid when deposited, postage or fees prepaid, in the U.S. Mail or a Commercial delivery system, addressed to said addresses, or by personal delivery. Notice in this respect shall be adequate, if attempted and not delivered, should either party move and provide no forwarding address to the other party.

DONATOR and CITY agree to act in good faith and use due diligence in completing the terms hereof. This offer, if accepted, binds and inures to the benefit of the parties to the agreement and their respective successors in interest.

THE UNDERSIGNED HEREBY AGREES TO DONATE AND CONVEY THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH.

DONATOR

BY: _____
THOMAS W. HINCZ, DONATOR

BY: _____
KRISTINE L. HINCZ, DONATOR

SSN/FEIN: [redacted]

DATE: 8/2/09

ACCEPTANCE

THIS OFFER IS ACCEPTED BY THE CITY AND EXECUTED BY THE MAYOR AND CITY CLERK, PURSUANT TO AUTHORITY OF IT'S COMMON COUNCIL ON THE _____ DAY OF _____ 2009.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH G. BOSMAN, MAYOR

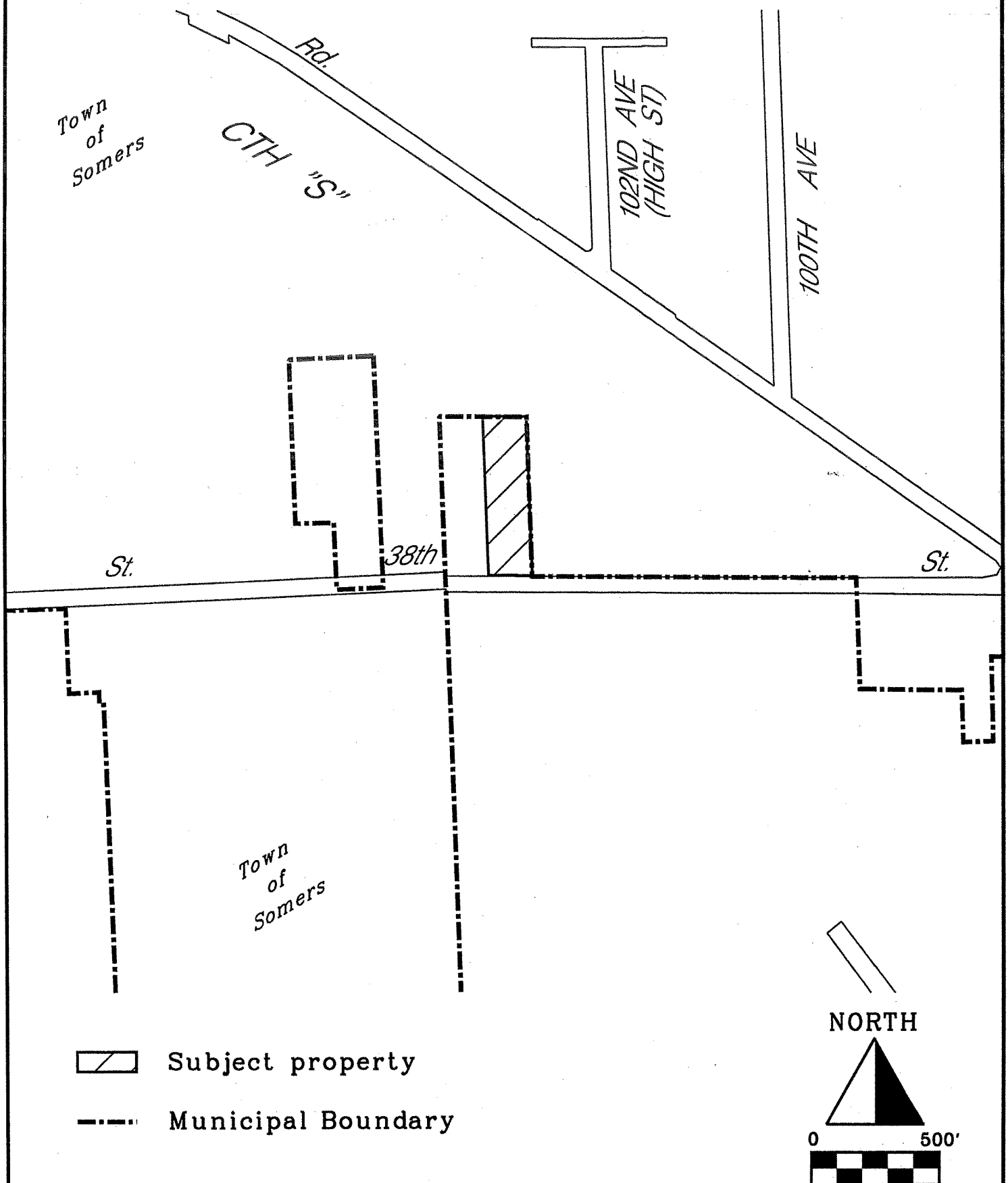
BY: _____
MICHAEL HIGGINS, CLERK/TREASURER/ASSESSOR

/u2/acct/cp/csusans/KREWSON/38th ROW PROJECT/Hincz-Donation-Contract.odt

CITY OF KENOSHA

Vicinity Map

Parcel #08-222-29-250-082



DCD ~ Community Development Division ~ JBL ~ SKK ~ 7-27-2009 ~ mc

CITY OF KENOSHA

Vicinity Map

Parcel #08-222-29-250-082

Subject property

Municipal Boundary

NORTH

0 500'

DCD ~ Community Development Division ~ JBL ~ SKK ~ 7-27-2009 ~ mc

DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection • Property Maintenance • Zoning Enforcement

TO: Honorable Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Chairman Eric Haugaard and Members of the Finance Committee

FROM: James M. Schultz, Director
Department of Neighborhood Services and Inspections

ITEM: Request Approval of Funds to Complete the Roosevelt Theater Raze Project

DATE: September 17, 2009

Item # L.3.
City of Kenosha
Common Council Agenda
9/21/09

Background

- The contract to raze the Roosevelt Theater at 2908-2910 Roosevelt Road was approved by Common Council in July, 2008. The contract was awarded to AZAR L.L.C. (aka Azarian Wrecking) in the amount of $147,477.

- Following approval by the Common Council, the raze was undertaken by Azarian Wrecking. Prior to completion of the demolition, it was discovered that the outer walls of the theater and the adjoining building to the east, owned by R&C Investors, LLP (occupied by A.B. Schmitz Insurance), were connected to each other. There became a concern regarding the structural integrity of the walls and possibility of damage to the R&C Investors building.

- In December, 2008, the project was put on hold to conduct an engineering study of the existing wall. The City retained R.C. Schend & Associates, a licensed structural engineering firm. Mr. Schend examined the wall in an attempt to ascertain whether the wall was two (2) separate walls supporting their own structures or whether it was a common wall supporting both structures (theater and R&C Investors building).

- In April, 2009, a change order was approved for Azarian Wrecking to repair and waterproof the basement foundation wall at a cost of $8,720.

Analysis

- Findings of R.C. Schend & Associates include:

  - The wall is mainly of brick masonry and areas of poured concrete on the Schmitz side of the wall. The basement floors were at different levels. The wall contained "areas of broken and missing brick, embedded steel beams and columns, and holes from doorways, windows, and other openings. In addition, the mortar in a portion of the parapet deteriorated to the point where it collapsed."

- The wall is a common wall or possibly separate walls constructed against each other. "In either case there is a good possibility that the walls are interconnected, and an attempt to remove the theater side of the wall could affect the wall's ability to support the present loading from the insurance building side." This conclusion is also supported by Larry Rasch, the engineer retained by Schmitz Insurance.

- Schend specified the following list of necessary repairs: cutting off steel beams and columns flush with the wall, filling voids in the wall with masonry, removing and replacing any existing or broken masonry, repairing parapet wall, preparing wall for finish, and applying new finish material, applying a cap to the parapet wall and applying flashing to roof of Schmitz's building.

- Removal of the steel beams and columns is part of the Azarian contract, and has been completed. The remaining repairs are new items outside the terms of the Azarian contract, but are necessary to complete the demolition of the Roosevelt Theater.

- Throughout the raze process, discussions (including the condition of the exterior wall and the possible methods for repairing it) have been held between City staff and Chuck and John Schmitz of Schmitz Insurance. Performing a complete masonry finish is the minimum repair required by City code. However, both parties concluded that this option is the least desirable because it provides no wall insulation and the final appearance of the finish would be of poor quality and not match the existing finish of the R&C Investors building. The cost of this option is estimated at $36,750 for the masonry work, plus the cost of possible tuckpointing.

- Another exterior finish option is Exterior Insulation and Finish System or EIFS. This is commonly used in commercial building applications and would include insulation and match the building's exterior finish. The cost of this option is $50,700 based on competitive contractor bids. Both parties agree that this is the best available wall finish alternative.

Recommendation

Staff is recommending that the City approve $40,700 toward the cost of the EIFS exterior wall finish. R&C Investors has agreed to pay the balance of the cost above this amount.

A settlement agreement between the City and R&C Investors, LLP, is included for your consideration.

JMS:kah
Attachments: R. C. Schend & Associates
Contractor Bid Summary
Quote from Rasch Construction & Engineering

SETTLEMENT AGREEMENT AND RELEASE

This Agreement made and entered into on this _____ day of September, 2009, by and between R & C Investors, LLP, a limited liability partnership organized and existing under the laws of the State of Wisconsin which maintains offices at 2906 Roosevelt Road, Kenosha, Wisconsin (hereinafter "R & C") and the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, and maintaining its principal offices at 625 52nd Street, Kenosha, Wisconsin (hereafter referred to as the "City").

WHEREAS, at all times material hereto, R & C is and has been the owner of certain real property and improvements located at 2906 Roosevelt Road, Kenosha, Wisconsin (hereinafter referred to as the "Property"); and

WHEREAS, the Property referred to in the preceding paragraph is contiguous to certain real property upon which a dilapidated theater building formerly existed, which building was known as the "Roosevelt Theater"; and

WHEREAS, during 2007, the City determined that the Roosevelt Theater was so dilapidated, out of repair and consequently dangerous, unsafe and unreasonable to repair so as to cause the issuance of a raze order for such building pursuant to Section 66.0413 of the Wisconsin Statutes under the police power of the City; and

WHEREAS, the owners of the Roosevelt Theater, following receipt of the raze order issued by the City, failed to comply with such order and it became necessary for the City to proceed to raze the Roosevelt Theater; and

WHEREAS, during the course of the demolition of the Roosevelt Theater building by a third party contractor engaged by the City, damages and/or issues concerning the structural integrity occurred to the building owned by R & C as a result of activities of the City's contractor; and

WHEREAS, it is the intention of both R & C and the City to enter into an agreement which resolves all outstanding issues as between R & C and the City which relate to injury or damages and/or issues concerning the structural integrity to the building located on the property owned by R & C occasioned by or resulting from the activities of the City's contractors, agents or representatives in pursuing the completion of the raze order issued by the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged by each of the parties to this Agreement, the parties agree as follows:

1. Repair of Building on R & C Property. The City, for its part, shall enter into a contract with Rasch Construction & Engineering of Kenosha, Wisconsin (hereinafter referred to as "Rasch") for the repair and restoration of the common wall between the building located on the R & C property and the former Roosevelt Theater pursuant to the specifications

contained in a proposal from Rasch, a true and correct copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference. Of the contract price of Fifty Thousand Seven Hundred ($50,700.00) Dollars, R & C shall pay the sum of Ten Thousand ($10,000.00) Dollars, to the City, the receipt of which is hereby acknowledged by the City, to be held in escrow and paid to Rasch upon satisfactory completion of the work to be performed by Rasch under the terms of the contract with the City. The City shall pay the remaining balance of Forty Thousand Seven Hundred ($40,700.00) Dollars due to be paid to Rasch pursuant to the terms of the contract between the City and Rasch upon satisfactory completion of the same. The City shall be responsible for all contract administration, inspections and the issuance of building or zoning permits, if any. City shall be responsible for obtaining releases of all liens from contractors, subcontractors and material suppliers so that no lien or claim of any kind whatsoever shall be filed by any person, firm, cooperation or other entity against the property owned by R & C for any work or any materials furnished for or incidental to the repairs and restoration contemplated by this Agreement. R & C shall cooperate with City and with Rasch to accomplish the goal of completion of the repair and restoration of the building owned by R & C. It is the intention of the parties that this work shall be completed in calendar year 2009.

2. Release of Claims. Following the completion of the repair and restoration of the common wall of the building owned by R & C pursuant to paragraph 1, above, R & C shall, for R & C, its agents, successors, assigns and any one else claiming through or under R & C (hereinafter referred to collectively as the "Releasing Parties"), fully release, acquit and forever discharge the City of Kenosha, its officers, agents, attorneys, employees, successors and assigns, and any other persons, firms or corporations (hereinafter referred to collectively as the "Released Parties") of and from any and all actions, causes of actions claims, costs, damages, expenses, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which the Releasing Parties ever had, now have or may hereafter have against the Released Parties in any way arising out of or in connection with the demolition of the Roosevelt Theater building and, in particular, the damages occasioned to the real estate and improvements to the real estate located at 2906 Roosevelt Road, Kenosha, Wisconsin, owned by R & C Investors which resulted from such demolition, excepting only those warranties and representations contained in this document, as stated below.

3. Denial of Claimed Liability. It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the obligations undertaken by the City is not to be construed as an admission of any claimed liability on the part of the Released Parties, by whom all such claimed liability is expressly denied.

4. Warranty Concerning Basement. In addition to any warranty which is provided by any contractor or subcontractor who was providing services to the City for the repairs to the basement wall of the building owned by R & C, or such warranties as may be furnished by suppliers of materials for such repairs to the basement wall, the City, for its part, guarantees the basement against defects in the quality of work and materials for a period of eighteen (18) months from the date of final completion of all repairs to the building owned by R & C. Final completion shall be as determined by the City following final inspection and acceptance of work by the City associated with the repairs to the R & C building. The City does

not assume responsibility for unusual weather conditions which could result in overwhelming sub-grade water conditions which may result in water seepage in the R & C building regardless of the repairs undertaken by the City's contractors or subcontractors. For purposes of this paragraph, unusual sub-grade water conditions would include events such as a "100 year rainfall" which occurs at the R & C building site as determined by recognized meteorological sources in Southeastern Wisconsin.

5. Granting of Easement. It is hereby agreed that in the event that the City or any subsidiary or entity related or controlled by the City obtains legal title to the real property upon which the Roosevelt Theater building was formerly located, that in such event, the City shall grant to R & C, its successor or assigns, a non-exclusive maintenance easement over the eastern most five (5') feet of the Real Property upon which the Roosevelt Theater formerly was situated. Such easement shall be in recordable form and shall run with the land and shall provide that any maintenance on the building owned by R & C, its successor or assigns, shall be performed by such owner at that owner's expense.

6. Construction of Agreement. Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

8. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send such notice, the party sending the notice may use the address to which the other's property tax bills as sent.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. No Public Dedication. Nothing in this Agreement shall be construed as a gift or dedication of any portion of any real property mentioned in this Agreement to the general public or for any public purpose whatsoever.

12. Authority. Neither of the parties to this Agreement need to further investigate the authority of the undersigned signators to enter into this Agreement and to bind their principals as it is hereby represented by R & C, that the undersigned has full authority to execute this Agreement on behalf of that entity and by the City, that the undersigned have full authority to bind the City following duly-noticed and convened proceedings of the City Council and/or its committees to authorize the City to enter into this Agreement.

Dated the date and year first above written.

R & C INVESTORS, LLP

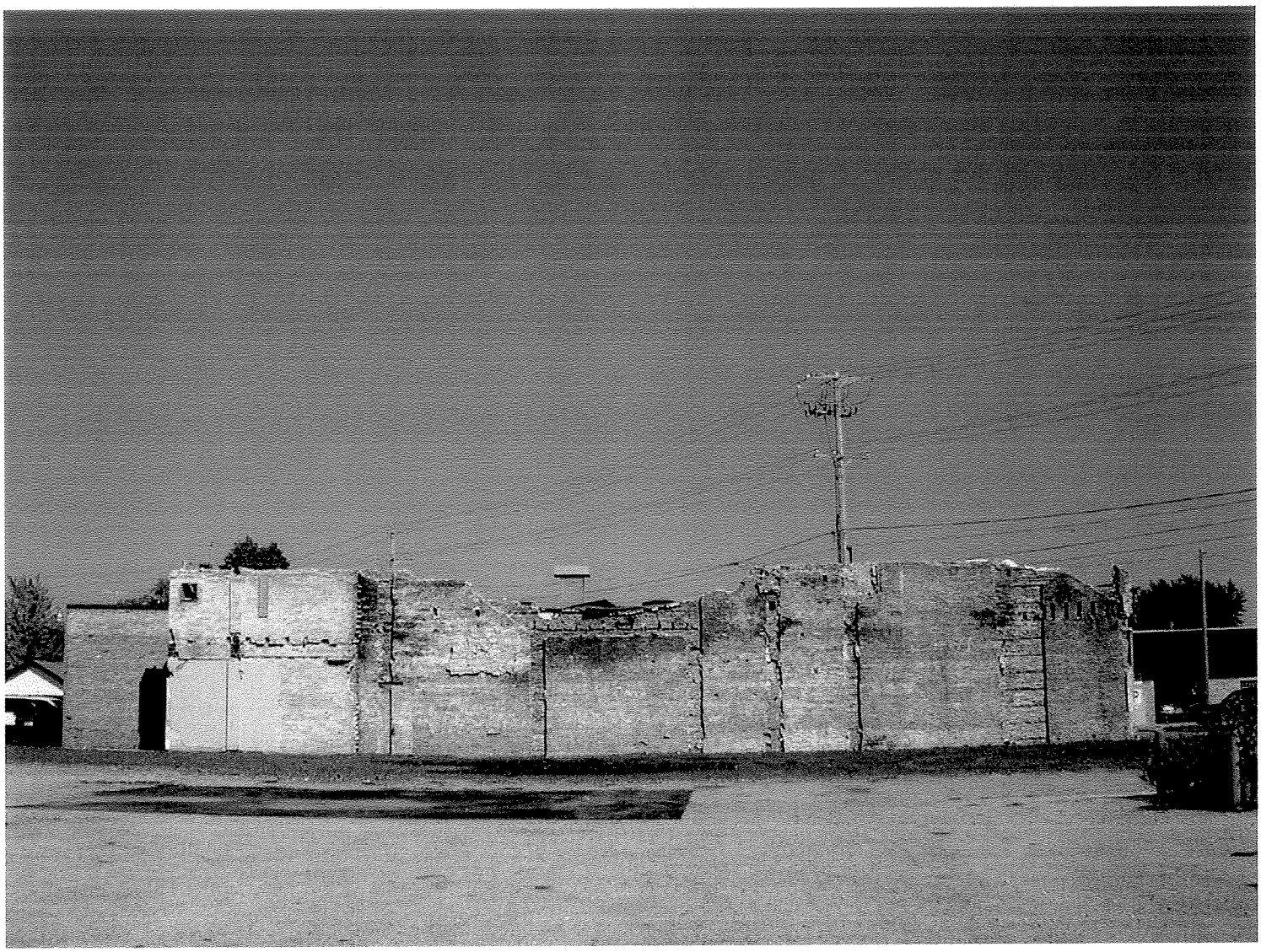
By:_____
Charles Schmitz

By:_____
John Schmitz

CITY OF KENOSHA

By:_____
Keith Bosman, Mayor

Attest:_____
Michael Higgins, Clerk/Treasurer/Assessor



ROOSEVELT THEATER
BID SUMMARY
EXTERIOR WALL REPAIRS

EFIS FINISH

CONTRACTOR	PARAPET WALL	EXTERIOR WALL	ROOF	PARAPET CAP	TOTAL COST
Camosy	$18,000.00	$42,000.00	$6,500.00	$1,950.00	$68,450.00
Rasch	$9,200.00	$35,000.00	$6,500.00	Included with roof	$50,700.-00
Riley	$8,000.00	$39,324.00	Included with cap	$5,750.00	$53,074.00

MASONRY FINISH*

CONTRACTOR	PARAPET WALL	EXTERIOR WALL	ROOF	PARAPET CAP	TOTAL COST
Camosy	$18,000.00	$18,000.00	$6,500.00	$1,950.00	$44,450.00
Rasch	$7,200.00	$24,000.00	$6,500.00	Included with roof	$39,700.00
Riley	$8,000.00	$23,000.00	Included with cap	$5,7450.00	$36,750.00

*This does not include re-striking existing mortar joints if necessary.

R.C. Schend & Associates
4706 Harrison Road
Kenosha, WI 53142

Structural Engineers
262-694-7070

December 15, 2008

Mr. Mitchell J. Engen
City of Kenosha, Property Maintenance Division
625-52nd. Street
Kenosha, WI 53140

Re: **Roosevelt Theater – A.B. Schmitz Building Wall**

Dear Mr. Engen:

As you requested I visually inspected the above referenced wall which was the wall between the demolished Roosevelt Theater and the existing A.B. Schmitz Insurance building. The reason for this inspection was to determine if the wall was a common wall supporting both structures or if it was two separate walls each supporting their respective buildings. This letter serves as my report of this inspection and recommendations.

Background:
Earlier this year the Roosevelt Theater structure was demolished leaving only the wall between the theater and the office building next door remaining. The question then became was the wall two separate walls each supporting their own structures or was the wall a common wall supporting both structures. I inspected the building with Mr. Larry Rasch of Rasch Construction who is the engineer representing the A.B. Schmitz Company.

Site Observations:
The wall consists of mainly brick masonry construction with areas of poured concrete on the insurance building side of the wall. The basement floors of each building were at different elevations with the theater basement floor being lower that the basement floor of the insurance building.

The wall in its present condition contains areas of broken and missing brick, embedded steel beams and columns and holes from doorways windows and other openings. There is an area of the parapet where the mortar is deteriorated to the point where the parapet has collapsed.

Discussions & Conclusions:
After my inspection and discussions with Mr. Rasch, it is my opinion that the wall is a common wall or possibly separate walls constructed against each other. In either case there is a good possibility that the walls are interconnected and to attempt to remove the theater side of the wall could affect the walls ability to support the present loading from the insurance building side. I believe that Mr. Rasch agrees with this conclusion.

Repairs to the wall are going to be required to assure that the wall retains its structural integrity.

RECEIVED
DEC 23 2008
By

The following is a list of the necessary repairs:

1. Cut off existing steel beams and columns flush with the west surface of the wall.
2. Fill in all voids in the wall with masonry. These voids include door, window and duct openings.
3. Remove and replace any missing or broken masonry.
4. Remove and rebuild unstable portions of parapet wall bringing top of the wall to a consistent elevation.
5. Finish exterior face of the wall to a condition to accept new finish material.
6. Install new exterior surface to the wall and new cap on the parapet.
7. Flash existing roof on the insurance building to the parapet wall as required.

Summary:
With the above noted repairs the wall will retain its structural ability to support the loads imposed on it by the existing building.

If you have any questions regarding these matters please contact me.

Yours truly,

R.C. SCHEND & ASSOCIATES

Richard C. Schend

Richard C. Schend, P.E.

RCS: lms

Rasch
Construction & Engineering

July 18, 2009

A.B. Schmitz Agency
2906 Roosevelt Road
Kenosha, WI 53143

Attention: Chuck Schmitz

Re: Repair of west wall

Dear Chuck:

Please be advised that these are our quotes for the repair of the existing west wall of your building. A photo is included herewith to better understand the work that is included in the following quotes.

Repair Parapet

- Remove top layers of brick and insulation on west parapet wall down to match the front parapet height
- Install brick in areas that are low to bring up to the height of the front parapet wall
- Install mortar bed on top of the remaining brick parapet and set anchor bolts
- Install wood blocking on top of parapet wall

Our submitted quote for this work is a lump sum amount of **$9,200**.

Roof Repair – See attached quote from Van's Roofing.

Infill Voids on West Wall with Brick

- The voids that will be filled are as follows
  (2) 6'x24'
  (4) 4'x24'
  7'x35'
  2.5'x18'
  10 small holes
  Total SF = 770sf = 5390 brick
- Remove excess brick on face of wall
- Remove plaster that is on north part of wall
- Saw cut, remove brick and rebuild the northwest and southwest corners over the full height

Our submitted quote for this work is a lump sum amount of **$24,000**.

4715 Green Bay Road Kenosha, WI 53144
Phone: (262) 657 - 6542 Fax: (262) 657 - 0801

Install Drivit – This is being quoted without the brick patching. The voids do not need to be filled with brick but the wall needs to be flat for the drivit insulation to be attached to the wall. We have included the installing of furring and plywood to infill the voids as needed. This work includes the following.

- Infilling of larger holes with furring and/or plywood
- Install 1 ½" foam insulation
- Install drivit

Our submitted quote for this work is a lump sum amount of **$35,000**.

To install drivit on the rear area, where there is existing brick that was in place before the demolition. The cost for this work would be an additional **$5,500**.

This work doesn't include permit fees.

I hope this meets with your approval. If you have any questions please feel free to call me.

Sincerely,

Larry Rasch, PE
President

"Established in 1950"

Phone 262-654-2176 Fax 262-654-3934

Van's Roofing Inc.

3901 - 13th Avenue • Kenosha, WI 53140

July 15, 2009

Rasch Construction
4715 Green Bay Road
Kenosha WI. 53144

Ref: A B Schmitz

Dear Sir,
After a thorough inspection of the existing conditions and discussions with you, we are pleased to submit a quote for the roof repairs needed on the above referenced project. Briefly we propose to furnish manpower, materials, tools and equipment required to do the following.

1. Move stone back 2 feet along the complete West parapet wall.

2. Clean existing membrane to insure proper adhesion for the new wall flashings.

3. Install new 60mil rubber membrane up and over the outside edge of new wood blocking back down to roof surface.

4. Install new 24ga. Pac Clad cap flashing with continuous starter to match existing.

5. Move all stone back into place.

6. Clean all drains to insure proper water drainage.

All work to be done in a neat and orderly manner for the sum of, **Six Thousand Five Hundred Dollars $ 6,500.00**

If you have any questions or require any additional information, please feel free to contact me.

Respectfully Submitted;

Nick Vanchena

M1

Recommendations from the Committee on Public Works September 21, 2009

C-2

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

September 14, 2009

Item # **M.1.a**
City of Kenosha
Common Council Agenda
9/21/09

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Ronald L. Bursek, P.E.
Director of Public Works

Subject: Acceptance of Project 04-1751 Kenosha Transit Facility

Location: 4303 39th Avenue

Please be advised that the above referenced project has been satisfactorily completed by Seater Construction Company Inc., Racine, Wisconsin. This project consisted of building a new transit operations and maintenance garage. A settlement agreement was reached after detailed negotiations were successfully completed to bring this project to closure.

It is recommended that the project be accepted in the final amount of $11,329,408. Original contract amount $11,084,950 plus $715,050 for contingency for a total contract amount of $11,800,000.

RLB/kjb

C-3

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS
Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

September 14, 2009

Item # **M.1.b**
City of Kenosha
Common Council Agenda
9/21/09

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E.
Director of Engineering/City Engineer

9-10-09

Subject: Acceptance of Project #09-1221 Waste Transfer Wall Repair

Location: 1001 50th Street

Please be advised that the above referenced project has been satisfactorily completed by Bane Nelson, Inc., Kenosha, Wisconsin. This project consisted of the complete removal of an existing 6"x8" timber loading wall deflector shield, the fabrication of new steel wall supports that are anchored to an existing 12" concrete wall and supplying and installation of 1/2" steel plate deflector shield.

It is recommended that the project be accepted in the final amount of $33,400. Original contract amount was $28,600 plus $5,000 for contingency for a total contract amount of $33,600.

MML/kjb