

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers – Room 200 – Kenosha Municipal Building**  
**Monday, October 5, 2015**  
**7:00 PM**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

Approval of the minutes of the meeting held September 21, 2015. **Pgs. 1-4**  
Matters referred to the Committees by the Mayor.  
Presentation, Commendations and Awards by Mayor.  
Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE COMMITTEE ON FINANCE

- A.1. Resolution by Alderperson Curt Wilson; Co-Sponsor: Alderperson Dave Paff – Resolution To Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Include a Permit Fee for Vacant Single-Family Residential Buildings. (Also refer to Public Safety & Welfare Committee).

TO THE PUBLIC WORKS COMMITTEE

- A.2. Resolution by the Mayor - Resolution To Amend the Official Map for the City Of Kenosha, Wisconsin, to Include the Attachment of Property Name: CTH N-38th ST Row Located at: East of I94 to CTH S in the Town of Somers, Kenosha County, Wisconsin, in Accordance with the Approved City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307 of the Wisconsin Statutes (CTH N–38th ST Row). (Also refer to City Plan Commission).

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

**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. 23 Operator's (Bartender's) licenses.  
b. 1 Transfer of Agent Status of Beer and/or Liquor license..  
c. 2 Temporary Class "B" Beer and/or "Class B" Wine licenses.  
d. 0 Taxi Driver Licenses. **Pgs. 5-6**
- B.2. Special Exception Request from Bernard Manske to Install a Three-foot (3') Tall Privacy Fence in the Front Yard at 7324 31st Avenue (Parcel #01-122-01-389-009) (Zoning: RS-3). (District 8) **PUBLIC HEARING Pgs. 7-18**
- B.3. Report from the Second Fire Department Utilization Report Analysis Commission. **Pgs. 19-22**

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

- C.1. Application of Sir Arthur's Tavern-Camelot Catering, LLC (Sir Arthur's Beer Gardens) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 3501 14th Avenue, on October 10, 2015, with no adverse recommendations. (District 6) (L/P - recommendation pending) **HEARING Pgs. 23-27**
- C.2. Application of Traci Peterson (Hatrix) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 2425 60th Street, on October 10, 2015, with no adverse recommendations. (District 3) (L/P - recommendation pending) **HEARING Pgs. 28-32**

**D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

**E. ORDINANCES 1<sup>st</sup> READING**

- E.1. Ordinance by Alderperson Bob Johnson; Co-Sponsor: Alderpersons Curt Wilson and Alderperson Rosenberg - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for the Use of City Parks. (Park Comm. - As Amended - Ayes 4, Noes 0) **Pgs. 33-37**
- E.2. Ordinance by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Dave Paff, Scott N. Gordon, Bob Johnson, Patrick A. Juliana, Keith W. Rosenberg, Jack Rose and Kurt Wicklund - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code. (PSW - Ayes 4, Noes 0) **Pgs. 38-42**

**F. ZONING ORDINANCES 1<sup>st</sup> READING**

- F.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 qq. (of the Zoning Ordinance) to Amend the Land Use Plan for the City of Kenosha: 2035. (Shalom Center) (District 3) (CP - Ayes 7, Noes 0) **Pgs. 43-45**
- F.2. Zoning Ordinance by the Mayor - To Rezone property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance). (Shalom Center) (District 3) (CP - Ayes 7, Noes 0) **Pgs. 46-55**
- F.3. Zoning Ordinance by the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District (Keno Wells, LLC). (District 2) (CP - Ayes 6, Noes 0) **Pgs. 56-75**

**G. ORDINANCES 2<sup>nd</sup> READING**

- G.1. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include a Four Way Stop at the Intersection of 3rd Avenue and 56th Street. (District 2) (PSW - Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 76-77**
- G.2. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding a Southbound Stop Sign at the Intersection of 64th Avenue and 76th Street. (District 14) (PSW - Ayes 5, Noes 0) **PUBLIC HEARING Pgs. 78-79**
- G.3. Ordinance by Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event. (Deferred 09/21/15) (LP - recommendation pending) **PUBLIC HEARING Pgs. 80-83**
- G.4. Ordinance by Alderperson David F. Bogdala; Co-Sponsor: Alderperson Patrick Juliana - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks. (Deferred 9/9/15) (Park Comm. - Deny - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 84-93**

**H. ZONING ORDINANCES 2<sup>nd</sup> READING**

**I. RESOLUTIONS**

- I.1. Resolution by Alderperson Scott Gordon - Resolution To Create a Segregated Fund for the Purpose of Receiving Money for the Maintenance and Capital Improvement of the Dream Playground. (Fin. - recommendation pending) **Pgs. 94-95**
- I.2. Resolution by Alderperson Scott Gordon; Co-Sponsors: Alderpersons Bob Johnson, Kurt Wicklund, Patrick A. Juliana, Curt Wilson, Jan Michalski, Keith Rosenberg and Jack Rose - Resolution to Proclaim the Second Saturday of Each October the Includable and Accessible Play Day (in the City of Kenosha). (Park Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pg. 96**
- I.3. Resolution by Alderman David F. Bogdala - Resolution to Reaffirm the Month of October as The National Domestic Violence Awareness Month in The City of Kenosha and to Recognize the Contributions of Women's and Children's Horizons for Their Advocacy on Behalf of Victims of Domestic and Sexual Violence. **Pgs. 97-99**

- I.4. Resolution by Alderperson Bob Johnson; Co-Sponsors: Alderpersons Rocco J. LaMacchia, Sr., Kurt Wicklund, Jack Rose, Scott Gordon, Keith Rosenberg and Curt Wilson – Resolution To Declare October 2015 as Bullying Prevention Awareness Month in the City of Kenosha and to Urge the Citizens of Kenosha to Support and Attend Community Events Aimed at Raising Awareness about Bullying and its Impact in Our Schools, Workplaces and Community During October of 2015. (PSW - Ayes 4, Noes 0) **Pgs. 100-101**
- I.5. Resolution by Alderperson Patrick Juliana; Co-Sponsor: Kurt Wicklund - Resolution Concerning the Nontherapeutic Use of Antibiotic Medicine in Livestock Production; Supporting a Statewide and National Ban on Nontherapeutic Uses of Antibiotics in Livestock. (PSW - Ayes 4, Noes 0) **Pgs. 102-103**

**J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR**

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**L. OTHER CONTRACTS AND AGREEMENTS**

- L.1. Award of Professional Service Contract for Project 15-1417 Parkway Tree Removal Phase II to Asplundh Expert Tree Co. (Schofield, Wisconsin) in the amount of \$75,000. (All Districts) (Park Comm. - Ayes 4, Noes 0; PW - recommendation pending) **Pgs. 104-115**

**M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- M.1. Disbursement Record #17 - \$3,820,401.31. (Fin. - recommendation pending) **Pgs. 116-148**

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

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

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

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

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
September 21, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL BUILDING  
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:05 pm.

On roll call, the following members of the Common Council were present: Alderpersons Hugaard, Jenkins, Michalski, Ruffolo, Paff, Wicklund, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Rose and Johnson. Alderpersons LaMacchia, Juliana and Bogdala were not present.

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 Michalski, seconded by Alderperson Rose, to approve the minutes of the meeting held September 9, 2015.

Motion carried unanimously.

Mayor Bosman read three referrals: To the Finance Committee and Park Commission - Resolution by Alderperson Scott Gordon to Proclaim the Second Saturday of Each October the Includable and Accessible Play Day in the City of Kenosha; To the Public Works Committee and Park Commission - Resolution by Alderperson Jan Michalski, Co-Sponsor Alderperson Patrick Juliana to Retain the Services of a Qualified Architectural Firm to Provide the City of Kenosha a Comprehensive Plan for Historic Preservation and Rehabilitation of the Southport Beach House; To the Park Commission - Ordinance by Alderperson Bob Johnson to Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirement for Use of City Parks.

Five citizens spoke during Citizen's Comments: Robert Schneider, Christopher Naumann, Tammy Conforti, Jaime Forsythe and Louis Rugani.

**A. REFERRALS**

**TO THE COMMITTEE ON FINANCE**

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

**TO THE PUBLIC SAFETY & WELFARE COMMITTEE**

A.2. Resolution by Alderperson Bob Johnson; Co-Sponsor Alderperson Rocco J. LaMacchia, Sr - Resolution to Declare October 2015 as Bullying Prevention Awareness Month in the City of Kenosha and to Urge the Citizens of Kenosha to Support and Attend Community Events Aimed at Raising Awareness about Bullying and its Impact in Our Schools, Workplaces and Community During October of 2015.

A.3. Resolution by Alderperson Patrick Juliana - Resolution Concerning the Nontherapeutic Use of Antibiotic Medicine in Livestock Production; Supporting a Statewide and National Ban on Nontherapeutic Uses of Antibiotics in Livestock.

A.4. Ordinance by Alderperson Curt Wilson; Co-Sponsor Alderperson Dave Paff - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code.

**TO THE CITY PLAN COMMISSION**

A.5. Zoning Ordinance by the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property Located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property Located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District. (Keno Wells, LLC) (District 2)

A.6. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 rr. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Demos Brothers, LLC) (District 10)

A.7. Zoning Ordinance by the Mayor - To Rezone Property at 4314 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District (in Conformance with Section 10.02 of the Zoning Ordinance). (Demos Brothers, LLC) (District 10)

**B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve: Special Exception Request from Kathleen S. Miller to Install a Six-foot (6') Privacy Fence in the Front Yard at 6013 47th Avenue (Parcel #02-122-02-129-005). (Zoning: RS-3) A public hearing was held. The applicant appeared. Julia Polanin, 6007 47<sup>th</sup> Avenue, spoke against. On a voice vote, motion carried.

B.2. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve:

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

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

c. 1 application for a Temporary Class "B" Beer license.

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

On a voice vote, motion carried.

B.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Wilson, to receive and file Communication from the City Clerk regarding the Voluntary Surrender of the Class "B" Beer/"Class B" Liquor license of Mickey Angelo's, LLC (Mickey Angelo's), 4235 Green Bay Road. On a voice vote, motion carried.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
September 21, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

- 20 demerit points:
  - a. Alec Bradmon-Weisner
- 25 demerit points:
  - b. Alyssa Thomas
- 40 demerit points:
  - c. Megan Chatterton
- 50 demerit points:
  - d. Diana Herr
- 60 demerit points:
  - e. DeMarcus Hunter
- f. Amanda Vaughan

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

C.2. It was moved by Alderperson Paff, seconded by Alderperson Kennedy, to approve application of Ashley Brnak for a new operator's (Bartender's) license, subject to 80 demerit points. A hearing was held. The applicant appeared. On a voice vote, motion carried.

C.3. It was moved by Alderperson Wilson, seconded by Alderperson Gordon, to approve application of Delcristo Nevith for a new Taxi Driver's License, subject to 60 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Paff, seconded by Alderperson Wicklund, to deny application of Shree Om Enterprises, Inc. (Jignesh Patel, Agent), for a "Class A" Liquor License located at 3806 30th Avenue (BP Mini Mart), based on concentration and detrimental impact on the neighborhood. A hearing was held. The applicant did not appear. On a voice vote, motion carried, with Alderperson Bostrom abstaining due to a conflict of interest.

C.5. It was moved by Alderperson Wilson, seconded by Alderperson Gordon, to approve application of Dishes to Die For, Inc. for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 4120 7th Avenue, on October 10, 2015 (TG's Restaurant & Pub), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried, with Alderperson Bostrom abstaining due to a conflict of interest.

C.6. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve application of Goodfella's Bar Pizzeria & Bistro, LLC (Matt Berg, Agent), for a Daily Cabaret License on September 26, 2015 (Matt's Main Street Pub, 5706 6th Avenue), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to approve application of New Leaf Resale, LLC, for a Secondhand Article Dealer's License located at 7532 Pershing Boulevard (New Leaf Resale), with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

**D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

**E. ORDINANCES 1ST READING**

It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to send the following ordinances on their way:

E.1. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include a Four Way Stop at the Intersection of 3rd Avenue and 56th Street.

E.2. Ordinance by the Committee on Public Safety and Welfare - To Amend Section 7.12 C (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding a Southbound Stop Sign at the Intersection of 64th Avenue and 76th Street.

On a voice vote, motion carried.

**F. ZONING ORDINANCES 1ST READING**

**G. ORDINANCES 2ND READING**

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

G.1. It was moved by Alderperson Wilson, seconded by Alderperson Gordon, to defer to the next meeting Ordinance by Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event. On a voice vote, motion carried unanimously.

**H. ZONING ORDINANCES 2ND READING**

**I. RESOLUTIONS**

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

I.1. It was moved by Alderperson Ruffolo, seconded by Alderperson Paff, to approve Resolution 111-15. On a voice vote, motion carried and said resolution was thereupon approved:

**Resolution 111-15**

**By Alderperson David F. Bogdala - to Urge the Republican National Committee to Hold a 2016 Presidential Primary Debate in the City of Kenosha, Wisconsin.**

**Adopted: September 21, 2015.**

I.2. It was moved by Alderperson Ruffolo, seconded by Alderperson Paff, to approve Resolutions 112-15 through 116-15. A hearing was held. No one appeared. On roll call vote, motion carried unanimously and said resolutions were thereupon approved:

**Resolutions by the Committee on Finance – to Levy Special Charges Upon Various Parcels of**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
September 21, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**Property Located in the City (per List on File in the Office of the City Clerk):**

- 112-15 - Boarding and Securing - \$1,270.26**
- 113-15 - Grass and Weed Cutting - \$27,881.83**
- 114-15 Property Maintenance Reinspection Fees - \$4,816.00**
- 115-15 - Trash and Debris Removal - \$1,140.00**
- 116-15 - Zoning/Building Reinspection Fees - \$2,300.00**

**Adopted: September 21, 2015.**

I.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Paff, to deny Resolution by the Committee on Finance to Rescind a Special Charge in the Amount of \$106.20 for Grass and Weed Cutting at 406 71st Street (Parcel #05-123-06-408-014); Property Owner/Petitioner: George Nicholson (Amends Resolution #103-15 passed on 08/17/15). A hearing was held. The petitioner did not appear. On roll call vote, motion carried unanimously

I.4. It was moved by Alderperson Kennedy, seconded by Alderperson Bostrom, to approve Resolution 117-15. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 117-15**

**By the Committee on Public Safety and Welfare - to Designate as "No Parking" the East Side of 60<sup>th</sup> Avenue from 80<sup>th</sup> Street North 411 Feet to the Union Pacific Railroad Crossing.**

**Adopted: September 21, 2015.**

I.5. It was moved by Alderperson Kennedy, seconded by Alderperson Bostrom, to approve Resolution 118-15. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 118-15**

**by the Committee on Public Safety and Welfare - to Rescind Resolution 143-95 and to Designate as No Parking the North Side of 18<sup>th</sup> Street 800 Feet West of 22<sup>nd</sup> Ave and the South Side of 18<sup>th</sup> Street 300 Feet West of 22<sup>nd</sup> Avenue.**

**Adopted: September 21, 2015.**

**J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR**

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

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

K.1. Project 13-1751 Downtown Wayfinding Signs (Various Locations) recommendation to reject bids. On roll call vote, motion carried unanimously.

**L. OTHER CONTRACTS AND AGREEMENTS**

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

L.1. Subgrantee Agreement between the City of Kenosha and the Kenosha Art Association for the use of Community Development Block Grant Funds. On roll call vote, motion carried unanimously.

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

L.2. Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin.

L.3. Stormwater Management Practices Maintenance Agreement For Stormwater Management Facilities Between The City Of Kenosha, Wisconsin, And NHPCO Wisconsin, LLC.

On roll call vote, motion carried unanimously.

**M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

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

M.1. Change Order for Project 15-1013 26th Avenue Resurfacing (26th Avenue – 75th Street to 69th Street).

M.2. Disbursement Record #16 - \$22,784,973.53

On roll call vote, motion carried unanimously.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

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

N.1. Change Order for Project 14-1417 Parkway Tree Removal Phase II (Contract Deadline Only).

N.2. Change Order for Project 15-1417 Parkway Tree Removal (Contract Changes Only).

On roll call vote, motion carried unanimously.

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

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

P.1. Claim of Travis Aylward. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to deny. On roll call vote, motion carried unanimously.

P.2. Claim of Joe Kearra. It was moved by Alderperson Kennedy, seconded by Alderperson Rose, to deny. On roll call vote, motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Wilson, seconded by Alderperson Paff, to adjourn at 8:01 pm. On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
September 21, 2015**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

Attest:

**DEBRA L. SALAS  
CITY CLERK-TREASURER  
September 21, 2015**

<b>B.1.</b>	<b>October 5, 2015</b>			<b>NO ADVERSE</b>
<b>a.</b>			<b>BARTENDERS</b>	
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
<b>1</b>	Bettis	Gregory	10187 W. Fairbanks Ave - Beach Park, IL	Meijer
<b>2</b>	Rick	Bukantis	4035 Gregory Dr., Zion	Piggly Wiggly
<b>3</b>	Melody	Cesar	2001 Alford Park Dr. #207	Rustic Road Brewery
<b>4</b>	Debra	Cook	4727 Roosevelt Rd	George's Club Highview
<b>5</b>	Dawn	Glinski	4602 22 <sup>nd</sup> Ave Upper	Bindelli's City Zoo
<b>6</b>	Stacy	Grulich	2029 62 <sup>nd</sup> St	Uptown Pantry
<b>7</b>	Ernest	Gullo	805 40 <sup>th</sup> St.	Brat Stop
<b>8</b>	Justin	Haferman	6203 73 <sup>rd</sup> St.	Ashling on the Lough
<b>9</b>	Brittney	Helbig	6938 246 <sup>th</sup> Ave., Salem	Kaiser's Pizza
<b>10</b>	Jesse	Hering	3316 S. Kennedy Dr. - Sturtevant, WI	Meijer
<b>11</b>	Brittany	Kalinowski	12977 W. 9 <sup>th</sup> St. - Zion, IL	Festival Foods
<b>12</b>	Hansel	Lugo	6315 103 <sup>rd</sup> Ave	Rivals
<b>13</b>	Melissa	Manske	7414 14 <sup>th</sup> Ave.	Piggly Wiggly
<b>14</b>	Tracie	Parker	6337 28 <sup>th</sup> Ave.	Piggly Wiggly
<b>15</b>	Kimberly	Rebac	1434 Harmony Dr. Upper - Racine, WI	Meijer
<b>16</b>	Denise	Rimkus	3816 89 <sup>th</sup> St., #203	Festival Foods
<b>17</b>	Christopher	Spence	1043 91 <sup>st</sup> St., Pleasant Prairie	Sullivan's Place
<b>18</b>	Mark	Stanich	1401 87 <sup>th</sup> St.	Shenanigan's
<b>19</b>	Lisa	Sulli	4008 89 <sup>th</sup> St #1	CVS
<b>20</b>	Stephen	Tucker	7602 25 <sup>th</sup> Ave.	Cellar Door
<b>21</b>	Dee Anne	Turner	2008 89 <sup>th</sup> St. #2	Sheridan Lane
<b>22</b>	Rachel	Zapp	1723 28 <sup>th</sup> St.	Kaiser's Pizza
<b>23</b>	Lucas	Zuehlsdorf	2816 25 <sup>th</sup> Ave.	Tenuta's
	<b>TOTAL =</b>	<b>23</b>		
<b>b.</b>			<b>TRANSFER OF AGENT</b>	
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
<b>1</b>	Christa	Smith	5144 Short Rd., Racine	Pick n Save #6874
	<b>TOTAL =</b>	<b>1</b>		
<b>c.</b>			<b>TEMPORARY CLASS "B" BEER</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
			<b>TEMPORARY CLASS "CLASS B" WINE</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
<b>1</b>	11/21/15	Kenosha Junior Woman's Club	6028 8 <sup>th</sup> Ave.	Kenosha Jr. Woman's Club Wine & Beer Tasting
			<b>TEMPORARY CLASS "B" BEER &amp; "CLASS B" WINE</b>	
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
<b>2</b>	10/17/15	Kenosha County Historical Society	220 51 <sup>st</sup> Place	11 <sup>th</sup> Annual Chili Cook Off
	<b>TOTAL =</b>	<b>2</b>		

<b>d.</b>			<b>TAXI DRIVERS</b>	
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
	<b>TOTAL =</b>	<b>0</b>		

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

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

**SUBJECT:** **Special Exception Request to Install a Three-foot Privacy Fence in the Front Yard; Petitioner: Bernard Manske; Location: 7324 31<sup>st</sup> Avenue (District 8)**

**DATE:** September 30, 2015

---

The applicant, Bernard Manske, is proposing to construct a three-foot (3') tall brick fence in the front yard of his residence at 7324 31<sup>st</sup> Avenue. The proposed fence does not comply with Section 16 of the Zoning ordinance, which requires the fence to be 50% open and be of split-rail, wrought-iron, or picket in design.

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

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

Analysis:

Fences in the front yard setback area of a residence are required by Section 16 of the Zoning Ordinance to be constructed of split rail, wrought-iron, or picket design and must be fifty percent open. The front yard setback area is defined as the area between side lot lines and between the front property line and front setback line or building line, whichever is closest to the front property line. On a corner lot, the shorter of the two street frontages is defined as the front yard for setback purposes, regardless of which way the house is oriented.

For the property at 7324 31<sup>st</sup> Avenue, the front yard setback area is the area between the east face of the house and 31<sup>st</sup> Avenue, from the north property line to the south property line, which is the right-of-way of 74<sup>th</sup> Street. Any fence in this area must comply with the standards listed above.

The property owner is proposing to construct a three-foot (3') tall solid brick fence from the east face of the house to the southeast corner of the property, with one opening for a walkway. Since

Special Exception  
7324 31<sup>st</sup> Avenue/Manske  
Page 2

the fence is not split rail, wrought-iron, or in picket design, and the fence is not fifty percent (50%) open, the Special Exception request is necessary. Since the proposed fence is only three feet (3') tall, it would not be a vision clearance triangle violation.

The site currently has an outstanding Property Maintenance Division violation for bricks/ construction material on the property. The bricks that are the subject of the violation are the same bricks the owner intends to use for this fence, should the Special Exception be granted.

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

Recommendation:

Since the residential front yard setback area requires a split rail, wrought iron, or picket fence that is fifty percent (50%) open; and, this lot does not have any unique characteristics making adherence to the Ordinance difficult to achieve, the recommendation is to deny the petitioner's request.

BRW:saz  
Attachments

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

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

OWNER BERNARD MANSTKE PHONE NUMBER (262) 654 7392

ADDRESS 7324 31st AVE  
01-122-01-389-009

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

APPLICANT BERNARD MANSTKE PHONE NUMBER 262 654 7392

ADDRESS 7324 31st Ave

ADDRESS OF SPECIAL EXCEPTION REQUEST \_\_\_\_\_  
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Bernard Manstke  
SIGNATURE (Owner or Agent for Owner)

9-11-15  
DATE

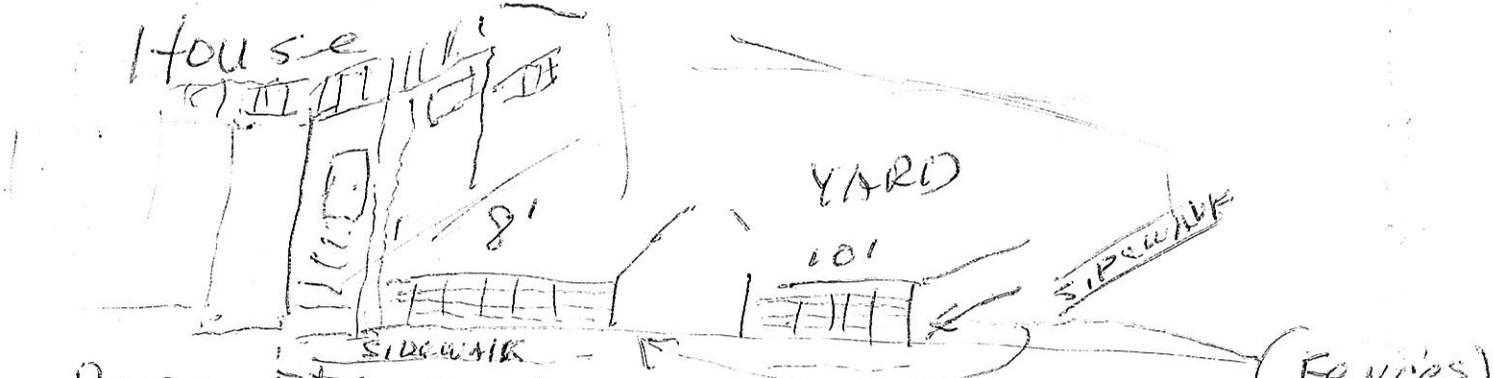
**FOR OFFICIAL USE ONLY**

Date Filed 9/11/15 Receipt Number 7477

7324 31ST AVE  
KENOSHA WI  
53142



262-654-7392.

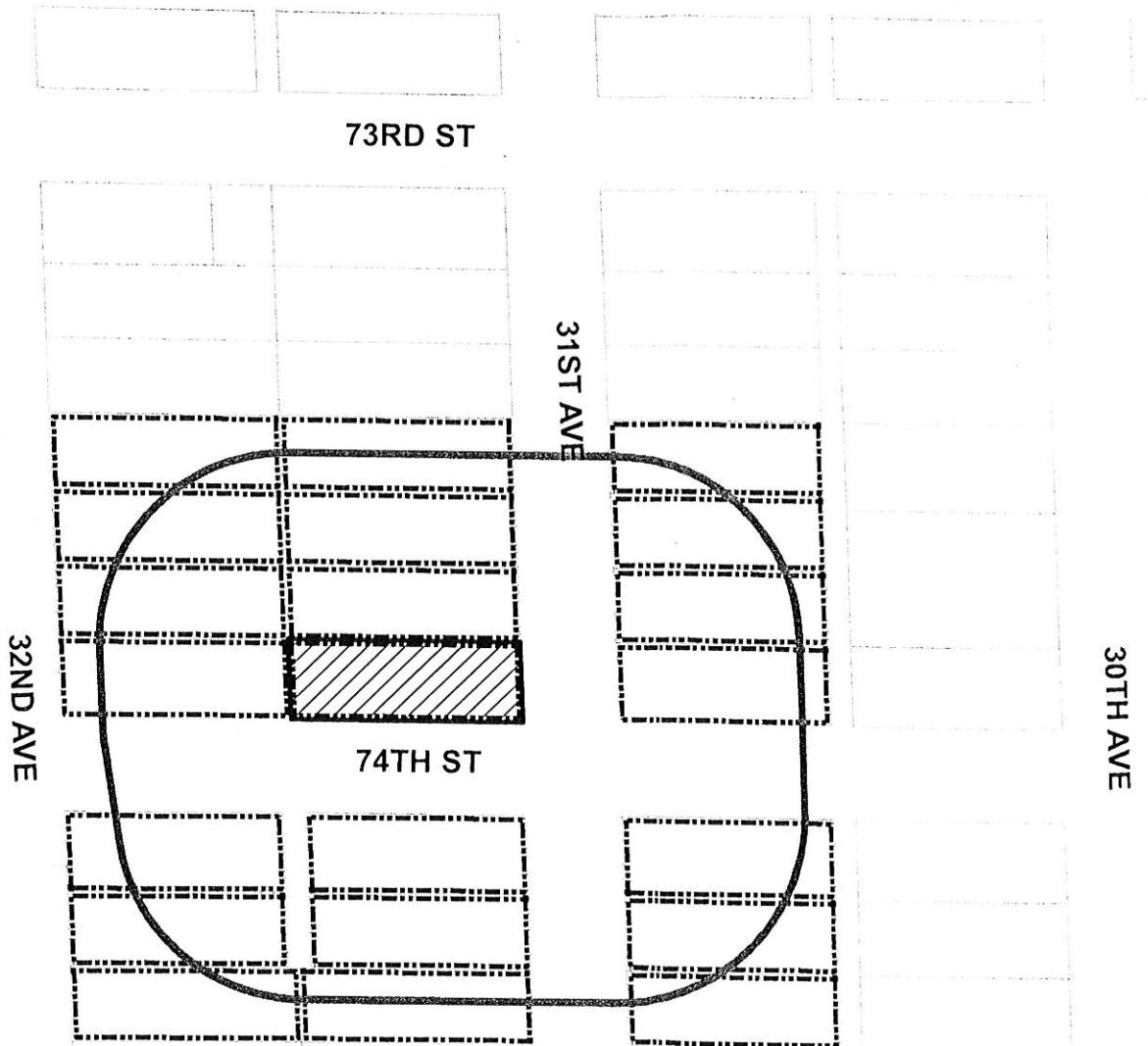


PERMIT TO PUT IN TWO THREE FOOT HIGH  
BLACK BRICK-WHITE MORTAR BY FRONT YARD.

Bernard Manske

# Manske

## Fence Special Exception



-  Subject Property
-  100 foot Affected Area
-  Affected Parcels



Date	09/11/15
Permit #	163722
Needs Approval	
IP	
Fee'd	

### APPLICATION FOR FENCE PERMIT

Permit Fee: \$60.00

After installation of fence, please call 262.653.4263 to schedule a final inspection.

**For commercial projects:** You will be notified when your permit is ready; please do not submit payment with application.

Project Address 7324 31st Ave

Check one:  Commercial  Multi-family  1 or 2 family  
If commercial or multi-family, Zoning approval is required.

Property Owner BERNARD MANSTE

Contractor BRANDON MANSTE

Mailing Address 7324 31st Ave

Mailing Address SAME

City KENOSHA State WI Zip 53142

City KENOSHA State WI Zip 53142

Phone (262) 654 7392

Phone (262) 654 7392

Property Owner e-mail: \_\_\_\_\_

Contractor e-mail \_\_\_\_\_

Estimated Cost of Project \$ \$900.00

Project Name (if commercial property) \_\_\_\_\_

Front Yard Fence Height 3 FT. Fence Type:  Split Rail  Wrought Iron  Picket

**Note:** Front yard fences shall be minimum 50% open fencing – (chain link and stockade fencing not permitted in front yards)

Rear Yard Fence Height \_\_\_\_\_ Side Yard Fence Height \_\_\_\_\_

Rear/Side Yard Fence Type:  Solid Privacy  Split Rail  Wrought Iron  Picket  
 Chain Link  Lattice  Other BRICK

**Zoning Ordinance (16.0) Requirements:**

- Property is a corner lot:  Yes  No
- Will the fence be located adjacent to a sidewalk?  Yes  No A 6" setback from the public sidewalk is required.
- Will the fence be located adjacent to a driveway, alley, or other vehicular roadway?  Yes  No  
(If yes, applicant agrees to maintain required vision clearance triangle areas)
- Will the fence be closer than 3' in front of a door or window of a neighbor's home?  Yes  No  
(If yes, a review by the Zoning Division is required prior to issuance of permit)
- Will the fence be located atop a retaining wall?  Yes  No  
(Fencing located atop a retaining wall, berm, or other methods to raise the elevation of the site shall require a preliminary inspection by the Department prior to installation)

**Note:** All fences shall be installed with the finished side facing the adjacent property or public right-of-way, and the fence posts must be located on the inside of the fence facing the property on which the fence is located.

**After Approval/Processing of this Fence Permit Application:**

If you do not intend to proceed with this project, please contact our office at 262.653.4263 to avoid paying the entire cost of the permit. Processing fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.

*I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all of the permit information herein is accurate. Fencing installed at the rear of double-frontage lots shall adhere to front yard setback requirements. Fence installation shall be completed within 180 days of issuance of permit. The applicant is responsible for locating fence on intended property and certifies that fence does not encroach onto public right-of-way, easements, or neighboring properties. The applicant is responsible for removal and replacement of fencing located in easement areas. Applicant agrees to maintain required vision clearance triangle areas. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.*

Applicant Signature: \_\_\_\_\_ Date \_\_\_\_\_

**APPLICATION FOR FENCE PERMIT – Page Two**

**On the illustration below:**

List fence height at proposed locations of fence installation: Example: 6'  
Rear Fence Height

**For Corner Lots:** Please show locations of garages, both streets, public sidewalks, driveways, alleys, and all visual clearance triangles. **Note:** The shorter of the two street frontages is considered the front yard for purposes of setback, regardless of which direction the house faces.

**Note:** A separate site plan (size 8 1/2" x 11" or 11" x 17") is required for commercial fence installations.

Located to the rear of project property is:

     Neighbor

     Alley

                      
Rear Fence Height

Located this side of project property is:

     Neighbor

X Street

                      
Side Fence Height

Located this side of project property is:

     Neighbor

     Street

                      
Side Fence Height

**REAR and SIDE YARD**

Maximum Fence Height – 6 feet

House

**FRONT YARD**

Maximum Fence Height – 4 feet

3'  
Front Fence Height

                      
Front Fence Height

*Sidewalk*

N/A  
Front Fence Height



74<sup>th</sup> Street Frontage



74<sup>th</sup> Street Frontage



31<sup>st</sup> Avenue Frontage



September 28, 2015

Dear Property Owner:

**SUBJECT: Manske Fence exception at 7324 31<sup>st</sup> Avenue**

The property owner at 7324 31<sup>st</sup> Avenue is requesting a Special Exception from the Fence Requirements found in Section 16 of the Zoning Ordinance. Our records indicate that you own property within 100 feet of that property. A map of this area is enclosed.

The owner is requesting to install a three (3') foot tall solid fence located in front of the residence.

A public hearing will be held by the **Common Council at their meeting on Monday, October 5, 2015 at 7:00 pm, in Room 200 of the Municipal Building, 625 52<sup>nd</sup> Street.** The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact me at 262.653.4049 or e-mail me at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

Brian R. Wilke  
Development Coordinator

BRW;jmu  
Enclosure



September 30, 2015

Bernard Manske  
7324 31<sup>st</sup> Avenue  
Kenosha, WI 53142

Dear Mr. Manske:

**Subject:** Request for Special Exception for Fence in Front Yard at 7324 31<sup>st</sup> Avenue

The City of Kenosha Common Council will review your above-referenced request at their regular meeting to be held on Monday, October 5, 2015, at 7:00 p.m. In Room 200 of the Kenosha Municipal Building, 625 52<sup>nd</sup> Street.

If you have any questions, please contact me at 262.653.4257 or [szampanti@kenosha.org](mailto:szampanti@kenosha.org).

Sincerely,

Sue Zampanti  
Office Associate

/SAZ

# City of Kenosha

## The Second Fire Department Utilization Report Analysis Commission

*Report on review & analysis of The Needs Assessment Study for City of Kenosha Fire Department Relative to an Additional Fire Station and Medical Rescue Squad – prepared by Baker Tilly dated December 4, 2014 (Baker Tilly Report)*

*October 1, 2015*

*The Second Fire Department Utilization Report Analysis Commission (Commission) met on Tuesday, September 22, 2015 at 4:00pm. This report fulfills the Commission's obligation under resolution 108-15. While the resolution calls for an initial report to be issued by October 1, 2015, the Commission considers this its complete and final report of its findings.*

### **Baker Tilly Report Summary:**

*Methodology: "The most direct method in determining the ability of emergency response services to meet public need relates to the time it takes for emergency personnel and resources to arrive at the scene. Other service level issues such as quality of service and outcomes of emergency events are more subjective and more difficult to quantify. For these reasons, this needs assessment will concentrate on emergency response times and how they relate to industry standards and best practices." (page 3)*

*System Design: "While there is "assigned" coverage for each station service area, it should not be assumed that the units associated with those station service areas only serve the same numbered station service area. The emergency response efforts work as an integrated system and units often travel outside of their station service areas to provide service. (page 8)*

*Planned Development Considerations: There is planned development within Station Service Area 7 that includes a 280 unit residential development near 71<sup>st</sup> Street and 125<sup>th</sup> Avenue and 9 buildings (approximately 6.5 million square feet) of industrial park development. Based on these assumptions, and a "rule of thumb" used by Baker Tilly, this level of future development should generate approximately 200 additional calls per year. "Given that this is only "planned" development at this time and that 200 additional potential alarms would be located in a less densely populated region of the City, there are no indications at this time related to additional resource needs. This may change as development in this area continues." (page 13)*

*Commission Report (cont'd)*

October 1, 2015

*Current Assessment: EMS Units: "The alarm data shown in Appendix D provides powerful insight into the service levels provided in EMS alarm situations. The average total response time of 5:17 and average travel time of 2:38 indicate high levels of service are being provided to the community. Perhaps most impressive is that 87.3% of alarms have a travel time of 4:00 or less." (page 14)*

*Fire Units: "The average total response time of 6:12 and average travel time of 3:05 indicate high levels of service are being provided to the community. At 77.7% of alarms with a travel time of 4:00 or less, the KFD is close to meeting the NFPA standards (90% less than 4:00)." (page 14)*

*Summary Findings: "The results of this study did not find **conclusive evidence** of an immediate specific need for additional resources (units or stations). However, each community must make decisions about the appropriate and desired level of service. It is not suggested that fire departments rely solely on NFPA standards to determine whether emergency response is efficient and effective. As with any municipal resource decision, there are cost-benefit considerations that must be weighed. A department could add resources (staff, stations, vehicles, etc.) until NFPA standards are met, however that would not likely result in a cost effective and efficient operation. In fact, while the Commission on Fire Accreditation International (CFAI) utilizes these NFPA defined standards as benchmarks in determining accreditation approvals, not every accredited agency meets all the standards of NFPA." (page 15)*

*"The recommendations in the report concentrate on using more effective and efficient methods of existing resources to provide cost-effective solutions. It is not clear from the results of the study that there is an immediate need for additional resources but rather a need to reconsider existing operating methodology." (page 17)*

### **Commission Discussion & Analysis:**

*The Commission agrees with the methodology and findings of the Baker Tilly Report. It was recognized first by Local 414 that the study was numbers based and did not review quality of service and/or outcome of service. (As noted above under the methodology of the report.) All agreed, however, EMS Division Chief Poltrock was asked point blank if he believes there is a "quality issue" with service delivery in the Kenosha Fire Department and he answered firmly, "no there is not". Both Local 414 and the Chief Thomsen agreed with the EMS Division Chief.*

*Commission Report (cont'd)  
October 1, 2015*

*Discussion included the recommendations by the Baker Tilly report on enhancing the current services levels without adding either personnel or equipment resources. On page 15 of the report, Baker Tilly recommends reducing the number of personnel currently assigned to each med unit from 3 to 2. They point out that two-man med units are the “most common” in the industry. In addition, the Baker Tilly report recommends a review of the “unlimited sick time” policy and its effect on productivity.*

*Local 414 is opposed to reducing manpower on any current Kenosha Fire equipment. They believe it is a matter of quality service delivery. Chief Thomsen agreed and stated that although it is an industry norm and/or standard to staff med units with two people, he believes our current staffing level of three provides superior service to the community.*

*With regard to unlimited sick-time, Chief Thomsen indicated that if unlimited sick-time was modified it would increase productivity to the point that Med-Unit #2, which is the fifth med unit placed in service when personnel is available, could be staffed and in service the majority of the time. Local 414 referred to sick time as a bargaining issue that should be discussed during contract negotiations.*

*Both “alarm processing time” and “turnout time” were briefly discussed. In both, the Kenosha Fire Department is shy of industry standards by seconds. The current upgrade to the system software at Joint Services (An approximate \$3.0 million upgrade scheduled to go live in June of 2016.) should lead to additional efficiencies in Dispatch that may help reduce seconds on alarm dispatching times. Turnout time is constantly being trained and refreshed within the Kenosha Fire Department.*

*There was consensus with the Commission that as the community continues to grow, the day will come when additional resources will need to be added to the Kenosha Fire Department. How will we know when that need occurs?*

*Discussion about continued measurement of the metrics provided by the report would help us gauge that need. On average, Kenosha Fire responds to between 30 to 35 alarm calls per day. That level of demand has been basically flat for the past seven years. By continuing to measure alarm calls, response time and utilization efficiency and comparing those results to industry standards, future needs should be able to be predicted.*

*All agreed, but pointed out that metrics alone cannot be used as the sole factor in making personnel and equipment decisions regarding Kenosha Fire. Local 414 said*

*Commission Report (cont'd)  
October 1, 2015*

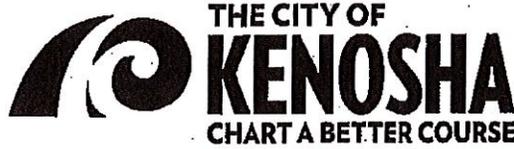
*the following: "Any future decisions may consider recommendations provided in this study but also need to embrace the quality of service provided and what the citizens of the City of Kenosha have come to expect." None of the Commissioners disagreed with the Local's position and will rely on both Fire Administration and Local 414 should quality ever become an issue. In addition, as stated in the Baker Tilly Report, the Commission agreed that although national standards are considered benchmarks for industry service levels, each community must make its own decisions about the appropriate and desired level of service.*

*It was also pointed out, and in agreement with the Baker Tilly Report, that the Kenosha Fire Department operates as a "system" and the location of additional resources wouldn't be isolated to any particular response district alone. Resources are currently, and should continue to be, utilized throughout the City on an "as needed" basis.*

*Following two hours of discussion and analysis, the Commission felt the issues of the Common Council's resolution had been addressed and this report be its formal response back to the Council. The Commission expires on December 31, 2015 and seeing its mission accomplished, there was no request by a Commission member for another meeting.*

*Respectfully Submitted:*

*Alderman David Paff  
Alderman Jan Michalski  
City Administrator Frank Pacetti  
Fire Chief John Thomsen  
EMS Division Chief Jim Poltrock  
Local 414 Board Member Kelly Fonk*



5

FILED	9/11
INITIALS	mn
ADVERSE/NO ADV	
LP	9/28
CC	1015
LETTER	en 9/18

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

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

1. Licensee: Sir Arthur Tavern Camelot Catering LLC District # 6  
BRISTOL CHURCH  
Note: must be same name as beer/liquor license

2. Trade Name: Sir Arthur's Tavern / Camelot Catering LLC Address: 3501-14 Ave

3. Contact Person: KERRY RAYMAN Phone: 262 9450711 Email: KERRY531KD@gmail.com  
(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Parking area for bicycles - Zombie Run

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

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

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

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

[Signature] 9-11-15  
(Individual/Partner/Member) Date

\_\_\_\_\_  
(Partner/Member) Date

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

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

2. The outdoor area sought is \_\_\_\_\_ ft from any single-family dwelling.

If less than 25ft from single family, choose:

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

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

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

3. The outdoor area has a boundary:

within 750 ft of any residentially zoned property.

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

greater than 750 ft of any residentially zoned property.

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

**Recommendation:**

Approve

Deny \_\_\_\_\_

**CDI Staff Member:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**"WAIVER B"**

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

San Arturus Tavern Caneled Catering LLC  
Licensee Name

San Arturus Tavern  
Trade Name

3501-14 Ave  
Trade Address

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

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

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

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

**To be completed by the applicant and verified by CDI:**

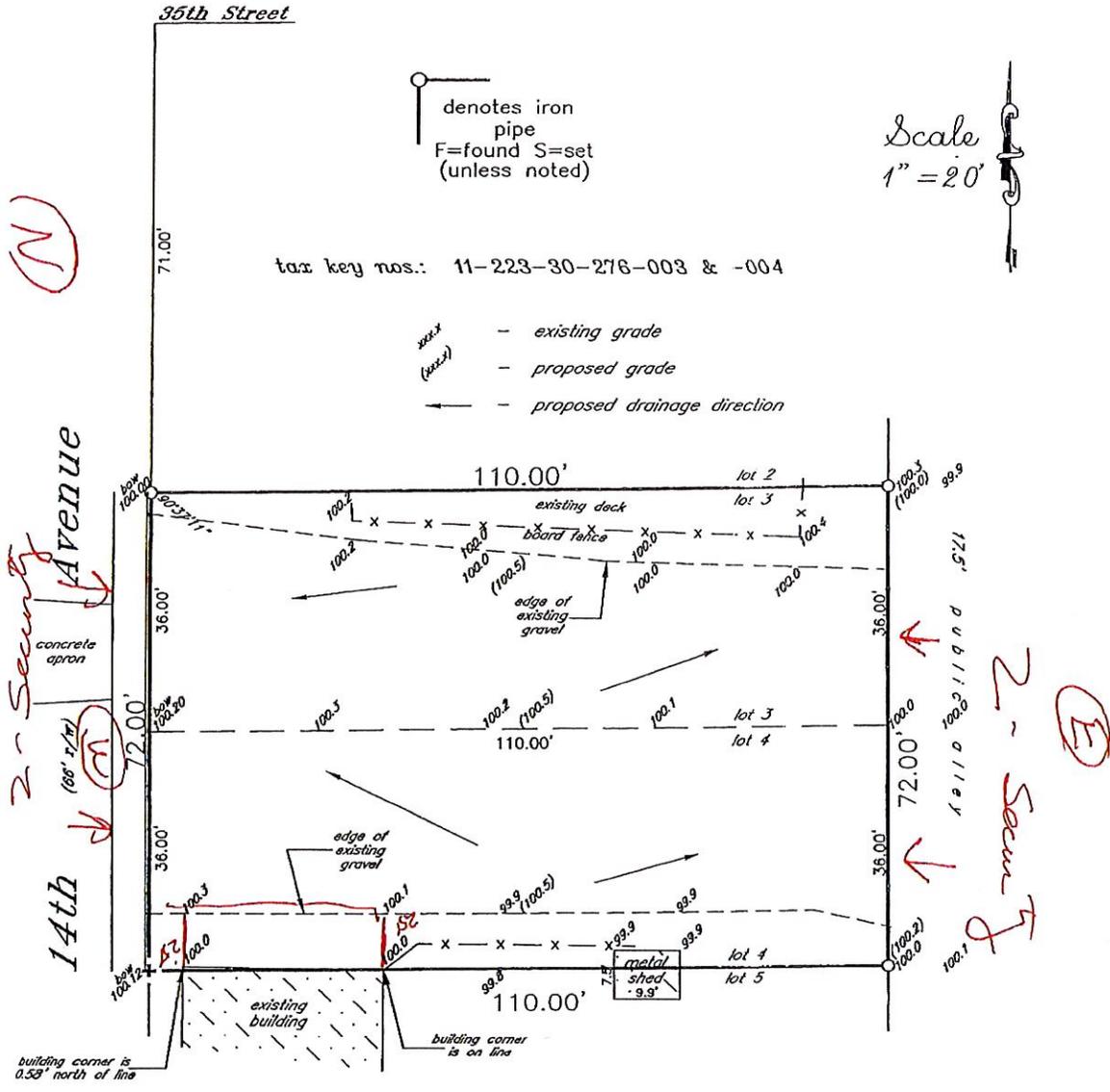
Any applicant for a waiver listed above must file with their application a list of names and addresses of all owners whose property resides within 25 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer, "Class B" Liquor, and/or "Class C"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

AREA WITHIN 25ft of residence will be enclosed off  
SEE ATT. Summary

<u>[Signature]</u>	<u>9-18-15</u>	<u>[Signature]</u>	<u>          </u>
(Partner/Member)	Date	(Partner/Member)	Date

Received by Building Inspector \_\_\_\_\_ Date \_\_\_\_\_

temporary outdoor extension "waiver b"



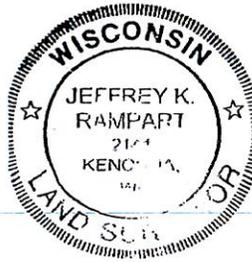
tax key nos.: 11-223-30-276-003 & -004

Scale  
1" = 20'

Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded subdivision plat.

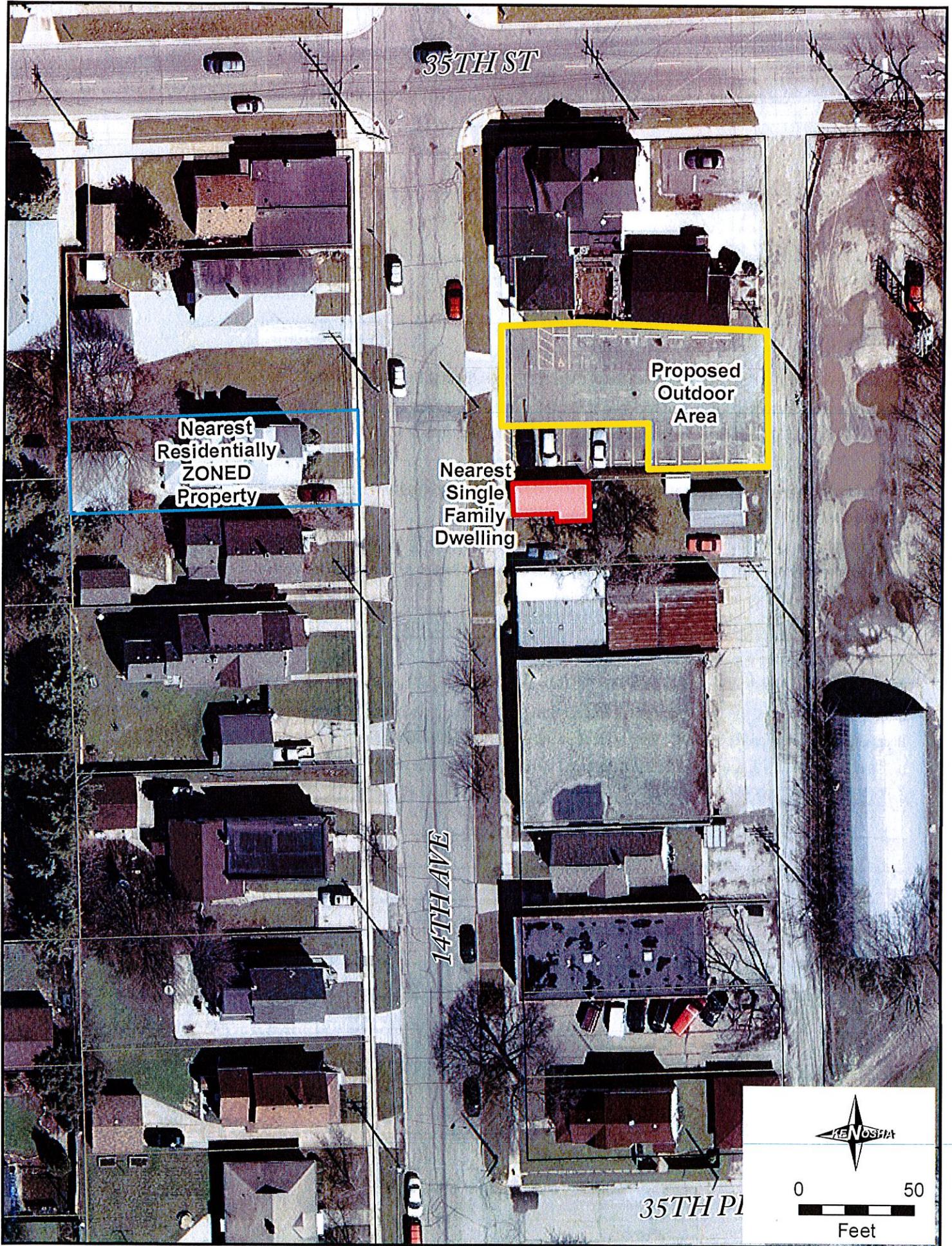
J.K.R. SURVEYING, INC.  
8121 22ND AVENUE  
KENOSHA, WI 53143

Plat of Survey of  
LOTS 3 & 4 BLOCK 3  
KENOSHA LAND & IMPROVEMENT  
COMPANY'S SUBDIVISION  
(a/k/a NORTH KENOSHA)  
in SW1/4 Section 4-1-22



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.  
*[Signature]*  
Reg. Land Surveyor  
July 27, 2006

CITY OF KENOSHA  
KENOSHA COUNTY, WIS.  
-for-  
Kerry Raymond





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

FILED	<u>9/22</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	<u>9/28</u>
CC	<u>10/5</u>
LETTER	

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

1. Licensee: Traci Peterson District # 3

Note: must be same name as beer/liquor license

2. Trade Name: Hattrix Address: 2425-60th St

3. Contact Person: Gordy Peterson Phone: 262-496-9180 Email: hattrix2425@gmail.com  
(correspondence will be via email if address is given)

4. Type of activity planned for the outdoor area: Stop During Bicycle Ride (Handle Bars & Bars)

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

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

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

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

Traci Peterson 9-21-15  
(Individual/Partner/Member) Date

\_\_\_\_\_  
(Partner/Member) Date

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

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

2. The outdoor area sought is ±115 ft from any single-family dwelling.

**If less than 25ft from single family, choose:**

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

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

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

3. The outdoor area has a boundary:

within 750 ft of any residentially zoned property.

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

greater than 750 ft of any residentially zoned property.

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

**Recommendation:**

**Approve**

**Deny** \_\_\_\_\_

CDI Staff Member: \_\_\_\_\_

Date: September 22, 2015

60TH ST

25TH AVE

Proposed  
Outdoor  
Area

±115'

Nearest  
Single-Family  
Dwelling

Nearest Residentially  
ZONED property



0 50



Feet

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

Traci Peterson  
 Licensee Name

Hatrix  
 Trade Name

2425-60th St Kenosha, WI 53140  
 Trade Address

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

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

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

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

**To be completed by the applicant and verified by CDI:**

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

Armando Huizar 6013 25th Avenue Kenosha, WI 53143  
Ronald Ruffalo 2415 60th Street Kenosha, WI 53140  
Ronald Suokko 2132 23rd Street Kenosha, WI 53140

Gandy Peterson      9/21/15  
 (Partner/Member)      Date      (Partner/Member)      Date

Received by Building Inspector Michael Callovi      Date September 22, 2015

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google



Imagery ©2014 Google, Map data ©2014 Google -

**\*Approved Amendments from  
Board of Park Commissioners  
Meeting on 9/28/15**

**SPONSOR: ALDERPERSON BOB JOHNSON  
CO-SPONSOR: ALDERPERSON CURT WILSON  
ALDERPERSON KEITH W. ROSENBERG**

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

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

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

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

**6.05 PERMITS**

**A. Definitions.**

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

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

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

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

**BA. Permits**

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

- a1. Hold any assembly or gathering of two hundred fifty (250) or more persons.

~~2b.~~ Engage in ~~organized~~ athletic competition ~~or team sports~~.

~~c3.~~ Reserve any athletic field for a date and time certain.

~~d4.~~ Reserve any picnic area for a date and time certain.

~~e5.~~ Sell food, beverage or any other product or service.

~~f6.~~ Possess and consume fermented malt beverages and/or wine.

~~g7.~~ Perform any act, otherwise prohibited.

~~h8.~~ Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.

~~i.~~ Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.

~~j.~~ Hold an income-producing activity for other than a Not-For-Profit Entity.

~~k.~~ Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

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

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

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

~~CD.~~ **Permit Fees.**

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

~~2. Waiver.~~

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

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

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

d. Withhold Permit Until Fee Paid. Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

e. Report. ~~Before January 31~~ **During the month of January** of each ~~year~~**year**, the Superintendent of Parks shall present to the Board of Parks Commissioners report of waived fees for the previous **fiscal** year.

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

**EF. Permitting Authority.**

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

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

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

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

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

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

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

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

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

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

8. ~~Other considerations:~~

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

resources on an equitable basis.

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

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

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

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

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.

9. Report unsafe conditions in the Park Area to the Department of Public Works.

10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.

11. Supervise all persons using the Park Area under authority of the Park Use Agreement.

12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.

13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:

a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.

b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.

c. CLASS III RISK - Over \$1,000,000 per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involved a high liability risk, specifically including, but not limited to, circuses and carnivals.

14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

**HI. Revocation, NonRenewal and Suspension of Permits.** The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that

for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea, said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**ORDINANCE NO.**

**SPONSOR: ALDERPERSON CURT WILSON**  
**CO-SPONSOR: ALDERPERSON DAVE PAFF**  
**ALDERPERSON SCOTT N. GORDON**  
**ALDERPERSON BOB JOHNSON**  
**ALDERPERSON PATRICK A. JULIANA**  
**ALDERPERSON KEITH W. ROSENBERG**  
**ALDERPERSON JACK ROSE**  
**ALDERPERSON KURT WICKLUND**

**TO REPEAL AND RECREATE SECTION 28.03, AND TO REPEAL  
AND RECREATE SUBSECTIONS 28.04 B. AND 28.05 A. OF THE  
CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA,  
WISCONSIN REGARDING VACANT BUILDING CODE**

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

**Section One:** Subsection 28.03 of the Code of General Ordinances for the City of

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

**28.03 PUBLIC RECORD**

A. Finding. In addition to the purposes in Section 28.02, the City finds that vacant buildings are targets for vandalism, arson, and other illegal activities. The City still further finds that the public disclosure of the identification of any or all vacant buildings would provide to persons with criminal intentions a data source to locate vacant buildings in which to carry out illegal activity. While the City acknowledges the requirements of the Wisconsin Public Records Law embodied in Wisconsin Statutes §§ 19.31 through 19.39, and the strong public policy underpinning those statutes that all persons are entitled to the greatest possible information regarding the affairs of government, the City also recognizes that against that strong public policy, records custodians must balance contrary public policy such as that found by the City in this subsection A., that would weigh against disclosure of a particular document.

B. Policy. Prior to releasing any records that are received, created, or maintained pursuant to the provisions of this chapter or are received, created, or maintained to accomplish the purpose of this chapter, the records custodian will consider the intent of the City articulated in this section.

**Section Two:** Subsection 28.04 B. of the Code of General Ordinances for the City of

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

**B. Definitions.**

**1. Accessory Building/Structure.** A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.

**2. Building.** Any Structure used or intended for supporting or sheltering any use or occupancy. - For

multi-unit structures, each non-residential unit is deemed a separate “building” subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.

**3. Code of General Ordinances.** The Code of General Ordinances for the City of Kenosha, Wisconsin, which includes the Vacant Building Code.

**4. Code Official.** The Director of the Department of Community Development and Inspections, or any duly authorized designee of the Director.

**5. Department.** The Department of Community Development and Inspections of the City of Kenosha, Wisconsin.

**6. Exterior Premises.** The open space on the premises or the portion of the premises upon which there is not a structure.

**7. Garbage.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**8. Good Repair.** “Good Repair” shall mean free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.

**9. Imminent Hazard.** A condition which could cause serious or life-threatening injury or death at any time.

**10. Mixed Occupancy.** Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance, not accessory thereto.

**11. Occupied.** A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer.

**12. Owner.** ~~Any person having a title to the premises, as recorded in the Office of the Register of Deeds for Kenosha County, or as recorded on the City of Kenosha assessment rolls.~~ Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:

- a. Has the legal or equitable title to a Building or Structure;
- b. Has legal right or obligation to the care, charge, or control of any Building or Structure, in any capacity including, but not limited to, agent; executor, administrator, trustee, guardian, or personal representative of the estate of the holder of legal title; or an agent, trustee, receiver or other person appointed by court order with authority to have possession or control of the Building or Structure; or
- c. Is a mortgagee, where either:
  - (1) the mortgagee has obtained a judgment of foreclosure against the mortgagor

with regard to the premises containing the Vacant Building or Structure; or  
(2) the mortgage or note secured by the mortgage contains a provision authorizing the mortgagee to act to secure or repair the property of the mortgagor, and the mortgagor no longer maintains the vacant Building or Structure; or

- d.** Is a land contract vendor, where either:  
(1) the land contract vendor has obtained a judgment of foreclosure against the land contract vendee with regard to the premises containing the vacant Building or Structure; or  
(2) the land contract contains a provision authorizing the land contract vendor to act to secure or repair the property of the vendee, and the vendee no longer maintains the Vacant Building or Structure.

**13. Partially Vacant.** A multi-storied building or structure that has one (1) or more stories vacant.

**14. Responsible Person.** A natural person who is the owner, operator or manager of any structure or premises.

**15. Rubbish.** Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.

**16. Secured.** A Building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all of its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panels intact and unbroken.

**176. Structure.** Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.

**187. Unified Business District.** Any commercial building or group of commercial buildings comprised of permitted and/or conditional uses located on a lot or group of lots, which lot or group of lots has a common ownership, and which is planned, developed or functions as a unit.

**198. Vacant.** A building or structure shall be deemed to be vacant if no person or persons ~~actually~~, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant- occupant(s), owner-occupants or tenant(s) on a permanent, non transient basis. Vacant status is determined from a totality of circumstances. For purposes of this chapter only, rebuttable evidence of vacancy includes, but is not be limited to, low or no utility usage, lack of customary furnishing consistent with occupancy, accumulation of newspapers or fliers, and fixtures or window coverings which are not Secured.

**2019. Waste.** “Waste” shall mean garbage, ashes, rubbish and trash, but not of an earthy or construction nature.

**210. Weeds.** “Weeds” or “Noxious Weeds” shall mean Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuosia trifida (commonly called Common Ragweed), and such other weeds as are defined in “Weeds of the Northern Central States, North Central Regional Research Publication No. 281, Bulletin 772”, published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agricultural Experiment Station.

**221. Zoning Ordinance.** The Zoning Ordinance for the City of Kenosha, Wisconsin.

**Section Three:** Subsection 28.05 A. of the Code of General Ordinances for the

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

**28.05 APPLICABILITY**

**A. General.** The provisions of this Vacant Building Code shall apply to all manufacturing, commercial, institutional, residential, and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days ~~and have a history of violations of the Code of General Ordinances or of the Zoning Ordinance. All buildings with a valid City of Kenosha Building or Raze Permit shall also be exempt from the provisions of this Code.~~

Upon application to the Director of Community Development and Inspections, an exemption from the provisions of this code may be granted for a non-renewable period of up to 365 days.

In the event an exemption is granted the premises must be maintained in a clean and sanitary condition with grass/weeds cut and snow removed and the building maintained in good condition during the exemption period consistent with The General Code. The exemption may be revoked for a failure of the applicant to maintain the Building or the premises associated with the Building free from violation of law.

Any one of the following circumstances may be a basis for an exemption from the provisions of this chapter:

1. A Building under active construction, rehabilitation, renovation or repair for which a Building Permit has been obtained.
2. A Building with a raze permit or with a raze order pending from the City of Kenosha.
3. A Building whose owner is actively seeking in good faith to rent or sell the building, which good faith is supported by evidence to the reasonable satisfaction of the Director of Community Development and Inspections of such activity.

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

ATTEST: \_\_\_\_\_ City Clerk

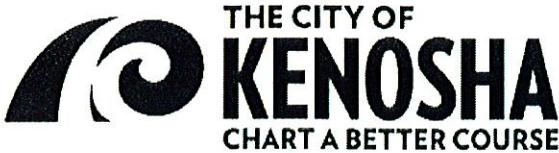
APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN

City Attorney



CITY PLAN COMMISSION  
Staff Report - Item 3

Thursday, September 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 qq. of the Zoning Ordinance to amend the Land Use Map for the City of Kenosha: 2035. (Shalom Center) (District 3)  
PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Michalski, District 3, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

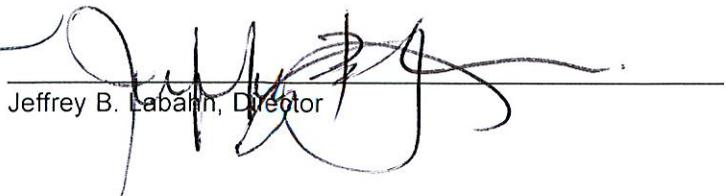
**Site:** 6201 14th Avenue

1. The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
2. Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
3. The attached Zoning Ordinance references Map C4-15, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from *Government and Institutional* to *Industrial*.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.

  
PaPhouala Vang, Land Use Planner

  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/SEP10/Staff-zo1802qq-shalom.doc

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: CITY PLAN COMMISSION**

**TO CREATE SUBSECTION 18.02 qq. OF THE ZONING  
ORDINANCE TO AMEND THE LAND USE PLAN MAP  
FOR THE CITY OF KENOSHA: 2035**

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

**Section One:** Subsection 18.02 qq. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

**qq.** By map C4-15 on file with the Department of Community Development and Inspections.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

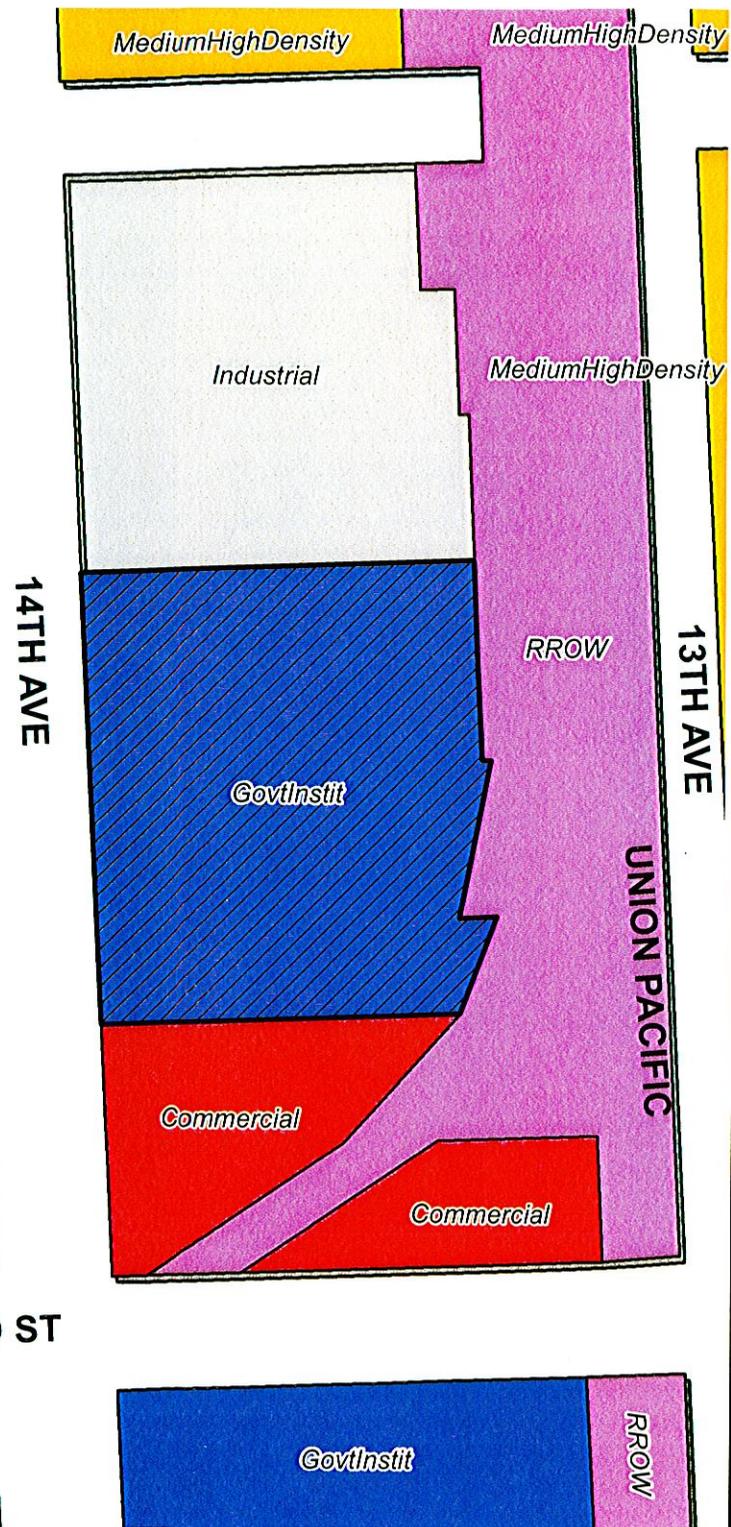
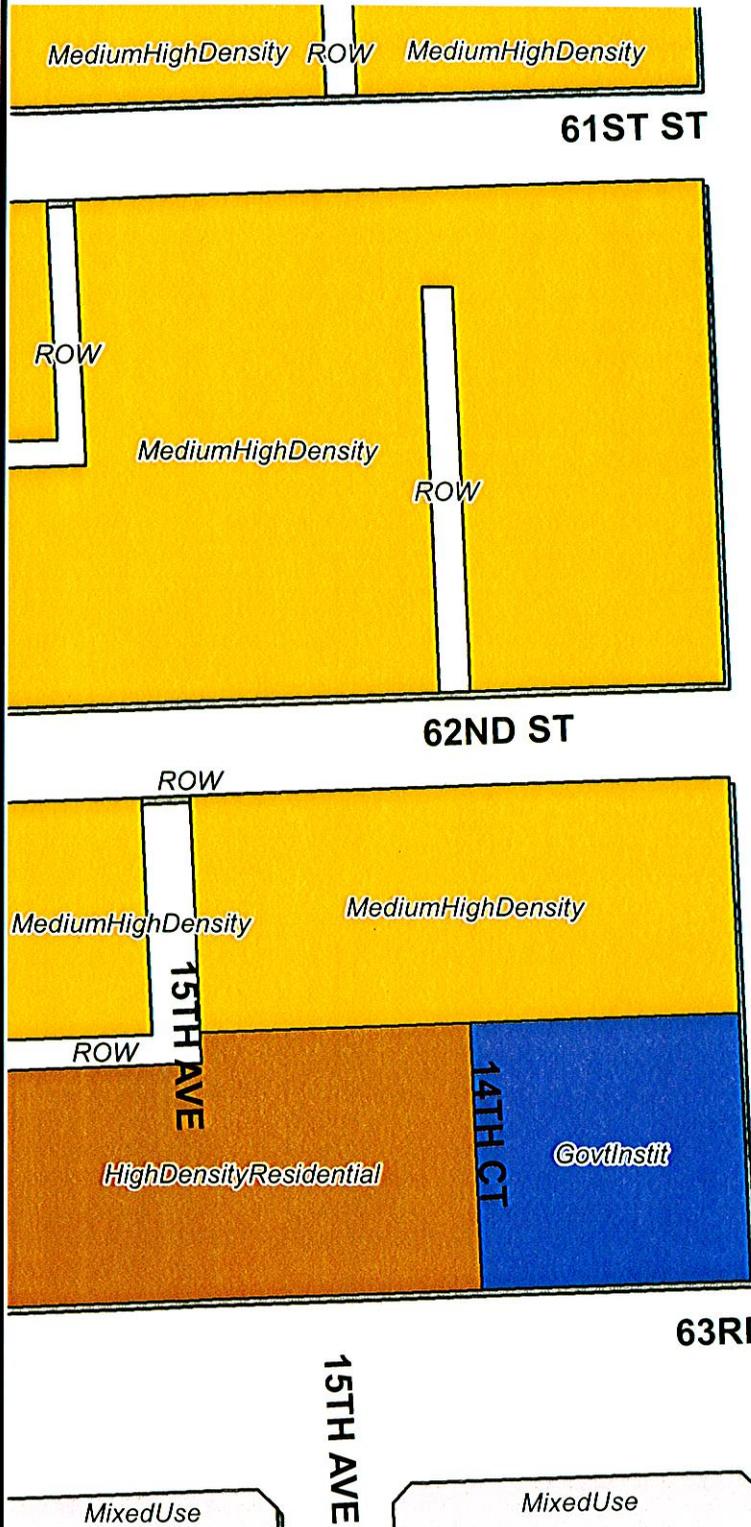
# City of Kenosha

## Comprehensive Plan Amendment

Shalom Center Petition

Supplement No. C4-15

Ordinance No. \_\_\_\_\_



Property requested to be changed from Government and Institutional to Industrial



Thursday, September 10 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Zoning Ordinance by the Mayor - To Rezone Property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District in conformance with Section 10.02 of the Zoning Ordinance. (Shalom Center) (District 3) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Michalski, District 3, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

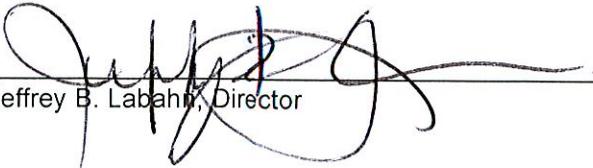
<b>Site:</b>	6201 14th Avenue	<u>Vicinity Zoning/Land Use</u>
<b>Neighborhood:</b>	Columbus	<b>North:</b> B-2/Commercial
		<b>South:</b> B-2/Commercial
		<b>East:</b> M-1/Railroad
		<b>West:</b> B-2/Mixed Residential - Community Health Center

1. The owner of the property is requesting to rezone the property from *IP Institutional Park District* to *M-1 Light Manufacturing District*. The purpose of the rezoning is to allow for a contractor's office on the site. The contractor would utilize the existing building, formerly the home of St. Vincent DePaul Thrift Store.
2. The property was zoned *B-2 Community Business District* prior to being rezoned to *IP Institutional Park District* in 2014. That rezoning, also initiated by the property owner/Shalom Center, was to allow for the site to operate as a homeless shelter. The rezoning to *IP Institutional Park District* was approved in December 2014 and the Comprehensive Plan was also amended at that time.
3. A Conditional Use Permit (CUP) was also required for a homeless shelter use on the property. The applicant did not proceed with the CUP application after the rezoning was approved and now has decided to sell the property. The interested buyer would like to utilize the site as a contractor's office.
4. Rezoning of the property to *M-1 Light Manufacturing District* is not consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035*, which as amended designates this site as *Government/Institutional*. However, the property immediately to the north is designated as *Industrial* on the plan. The properties to the north and the east are currently zoned *M-1 Light Manufacturing District*. An Amendment to the plan is required for the City to approve the rezoning.
5. The development of the property will have to be consistent with all City, State and Federal Ordinances and regulations. Any new business in the building would be required to obtain an Occupancy Permit and possibly a Conditional Use Permit, depending on the use.

**RECOMMENDATION:**

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance

  
PaPhouala Vang, Land Use Planner  
/u2/acct/cp/ckays/1CPC/2015/SEP10/Staff-rezone-shalom.doc

  
Jeffrey B. Labahn, Director

REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

To Rezone Property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Shalom Center) (District #3)

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. Z7-15 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:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

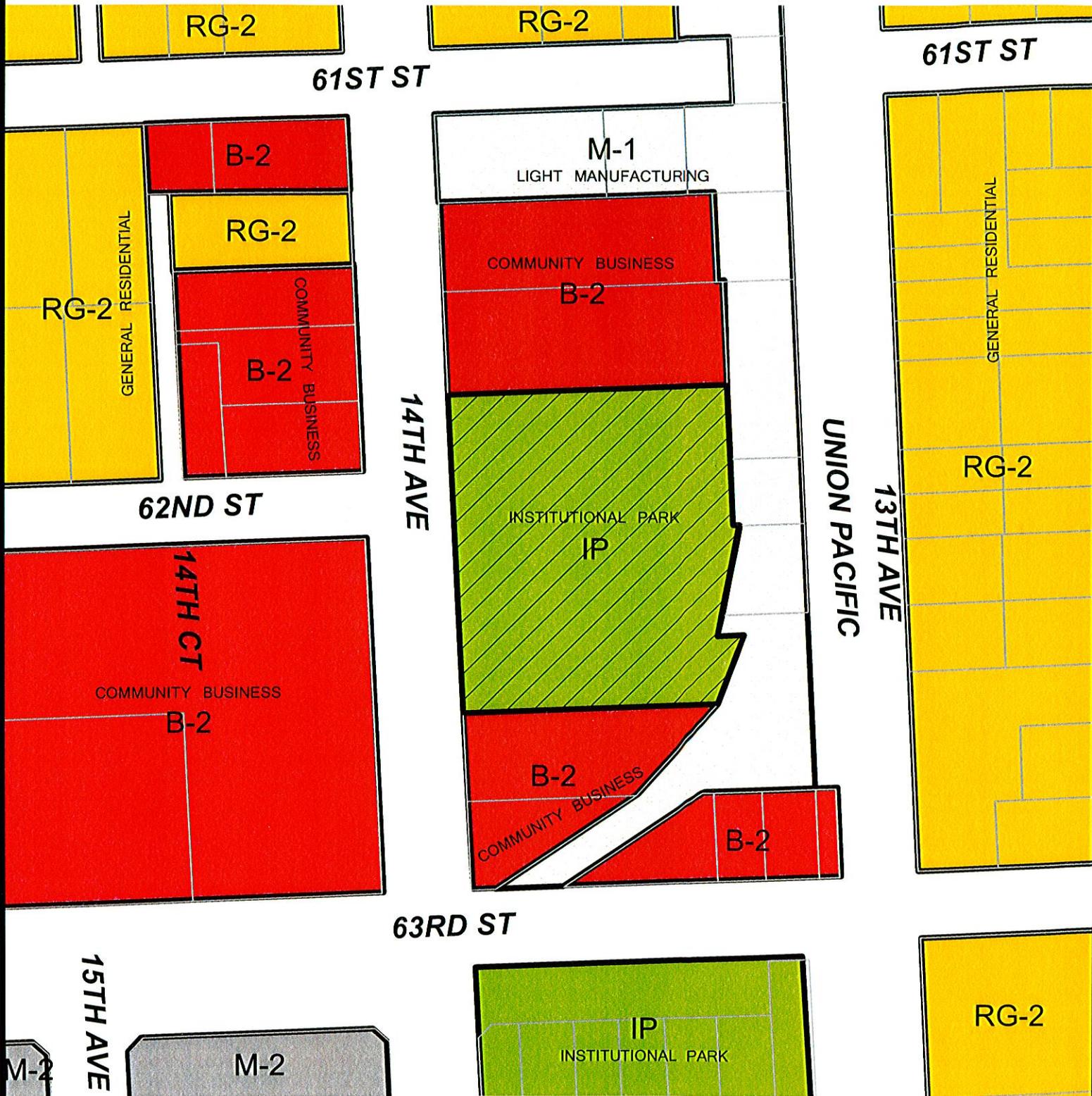
# City of Kenosha

## District Map Rezoning

Supplement No.   Z7-15  

Ordinance No.           

*Shalom Center petition*



Property requested to be rezoned from:



*IP Institutional Park to  
M-1 Light Manufacturing*

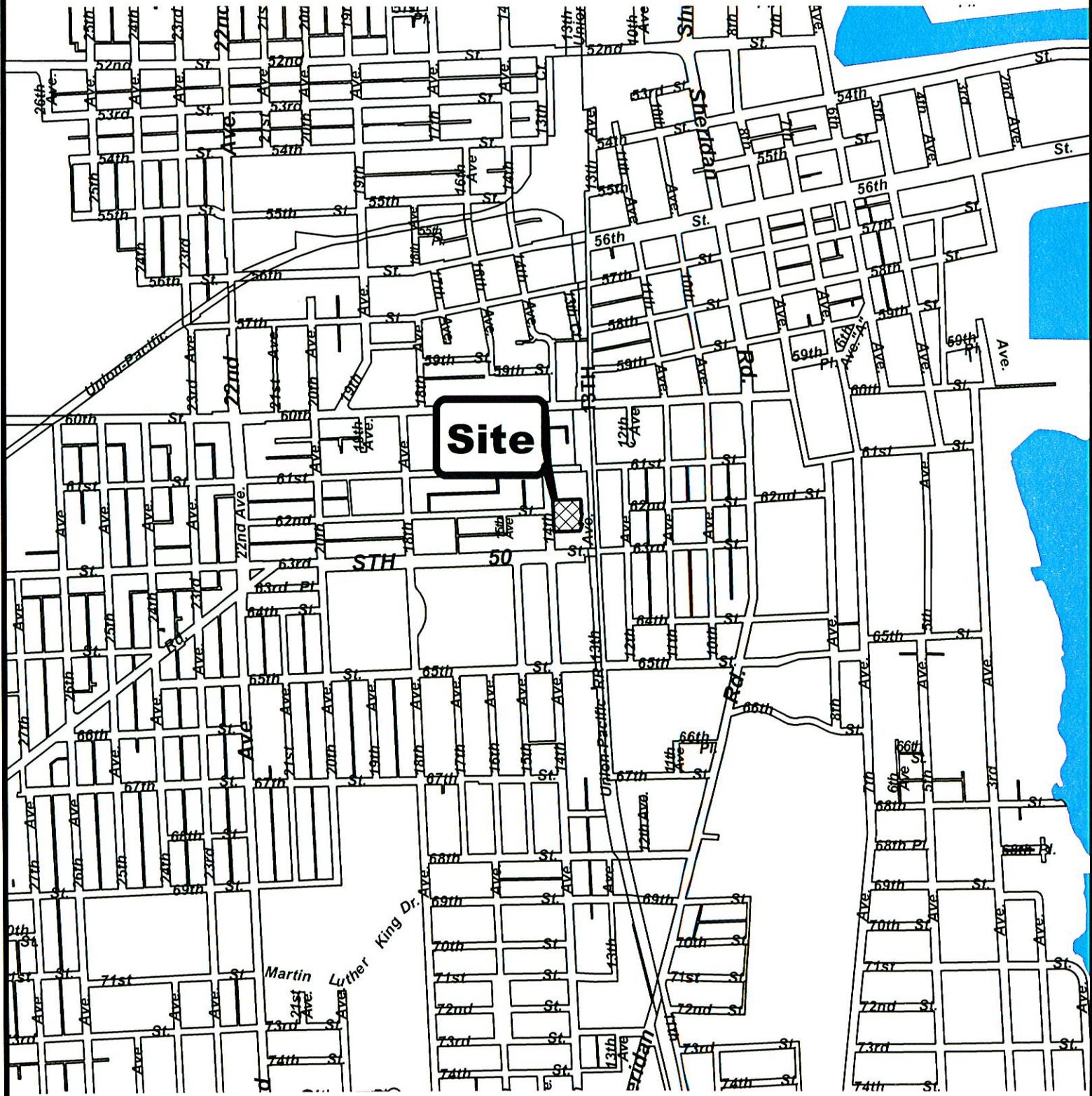


0 100  
Feet

# City of Kenosha

## Vicinity Map

### Shalom Center rezoning



Property requested to be rezoned

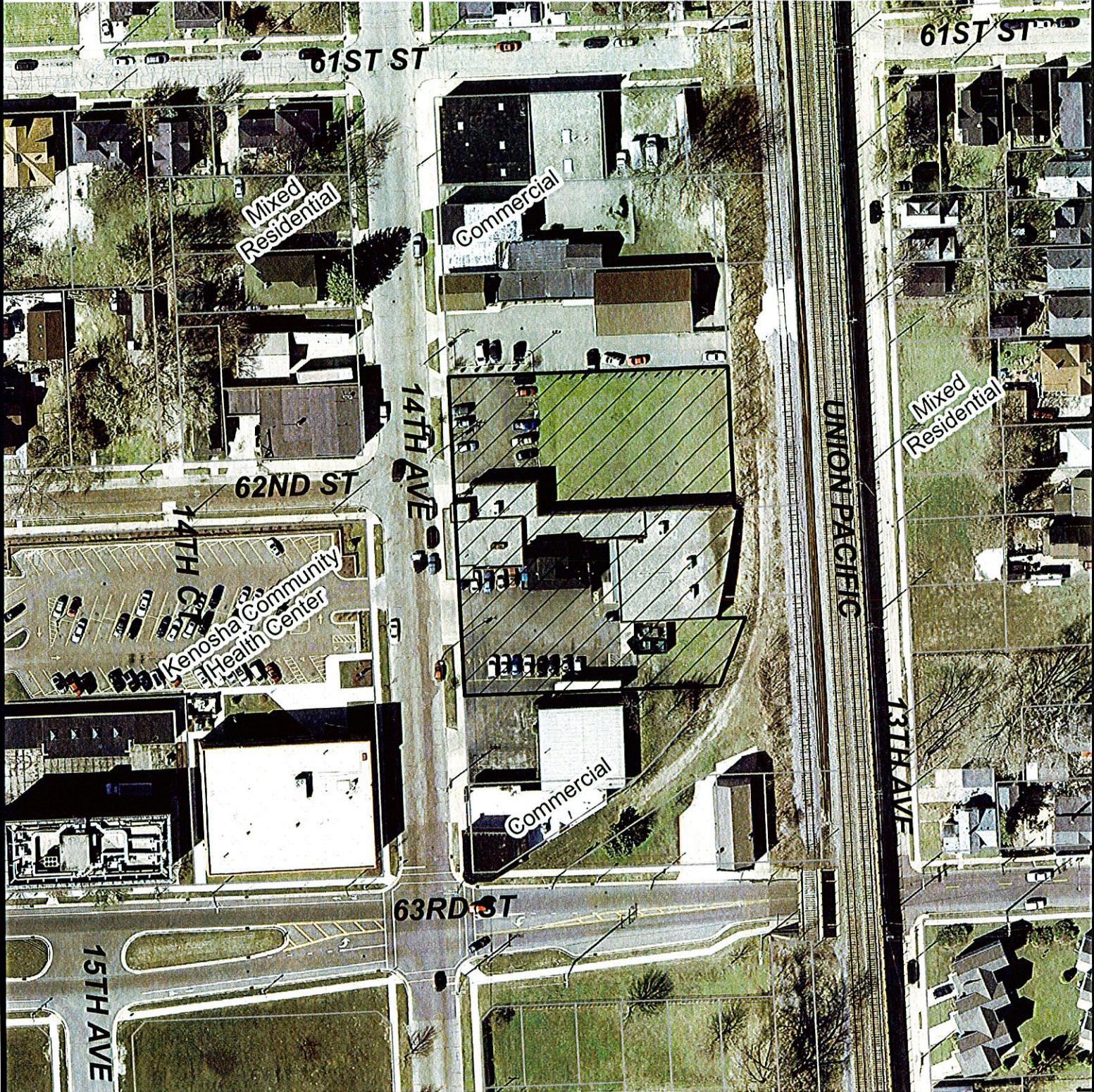


0 1,000  
Feet

# City of Kenosha

## Land Use Map

### Shalom Center Rezoning



 Property Requested to be Rezoned



0 100  
Feet

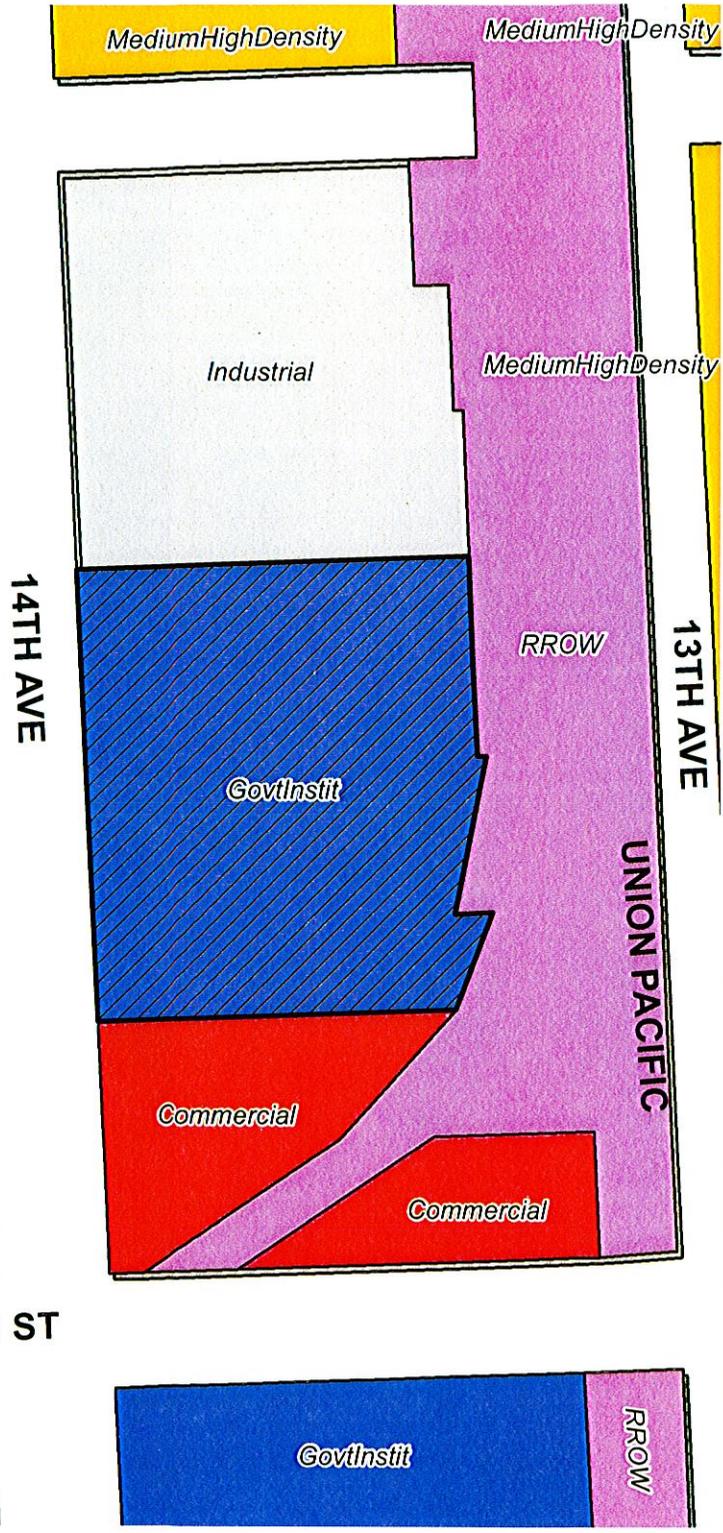
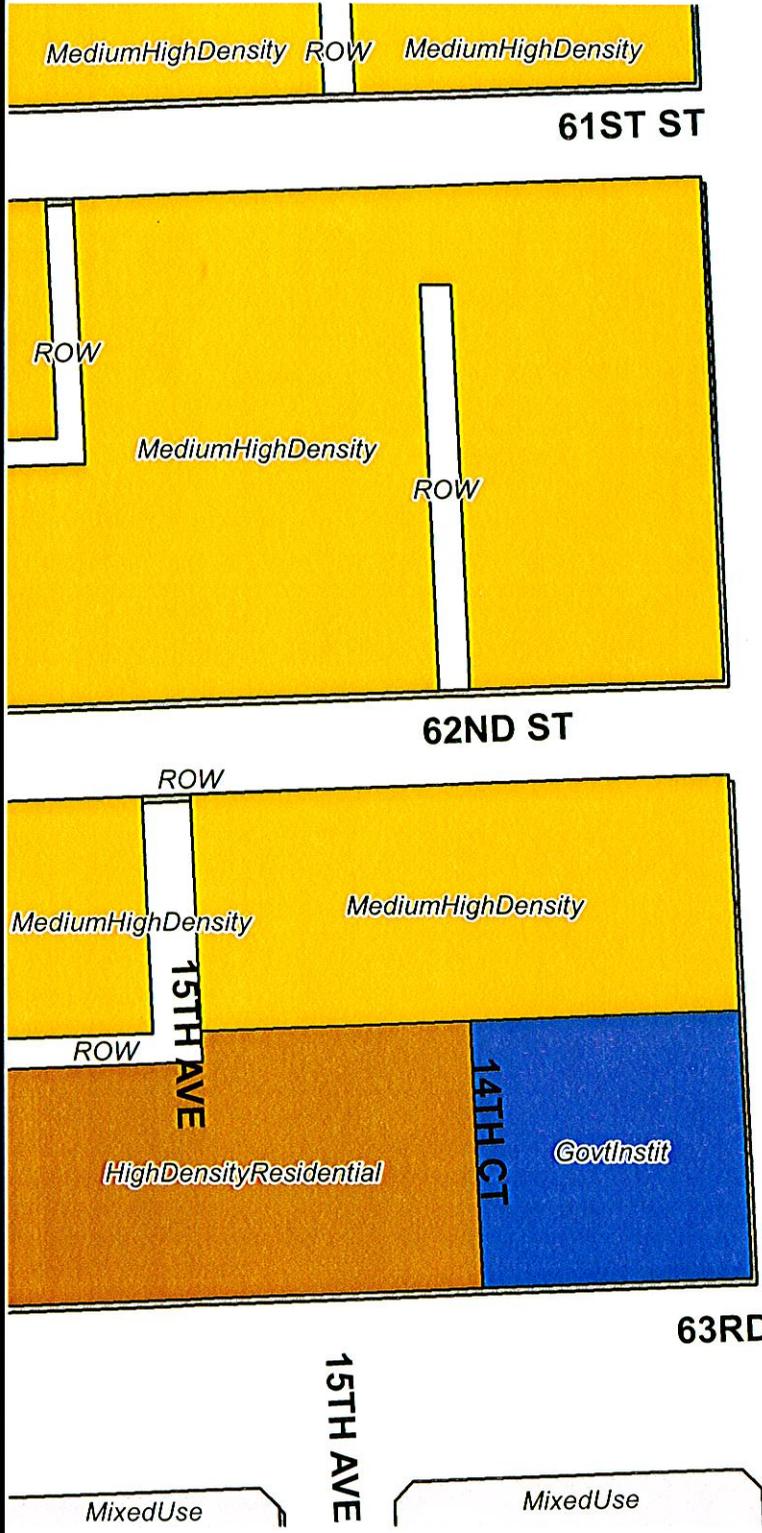
# City of Kenosha

## Comprehensive Plan Amendment

Shalom Center Petition

Supplement No. C4-15

Ordinance No. \_\_\_\_\_



Property requested to be changed from Government and Institutional to Industrial



**Board of Directors**

**Co-Chairs**

Tom Aiello

Terry Backmann

**Treasurer**

Wes Ricchio

**Secretary**

Judy Juliana

**Member(s) at Large**

Wayne Koessl

**Active Members**

John Collins

Gail Gentz

Edna Highland

Judy Jensen

Karen Johnson

Richard Kauffman

Mark Modory

Ardis Mahone-Mosley

Beth Ormseth

Jane Palmen

Bob Riley

Richard Selsberg

Wilson Shierk

Brad Weinstock

Denis Wikel

**Honorary Board  
Members**

Ellie Chemerow

Lon Knoedler

Greta Hansen  
(1933-2014)

Founder

**Executive Director**

Lynn Biese-Carroll

August 11, 2015

The Honorable Mayor  
and Members of the Common Council  
Kenosha, WI

Dear Members of the Common Council:

It is requested that my property located at **6201 14<sup>th</sup> Avenue** be rezoned from IP to M-1. The purpose of the rezoning is to permit this property to be used as a Contractor's office.

I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *Brian Hervat* at *6113 14<sup>th</sup> Ave. Kenosha, WI 53143*. He can be reached at *262-654-7000 ext. 23*, if there are any questions regarding my request for the rezoning.

Sincerely,



Lynn A. Biese-Carroll, Executive Director-Shalom Center  
Interfaith Network of Kenosha  
Current Property Owner



**Development Review Application  
City of Kenosha, Wisconsin**

**MAILING INFORMATION**

**NAME OF PROJECT:** St. Vincent DePaul Building

*Check one (1) of the following boxes to indicate the recipient of all correspondence:*

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>Brian Hervat</u> <u>6113 14th Avenue</u> <u>Kenosha, WI 53143</u>	Phone: <u>262-654-7000 ext. 23</u> Fax: <u>262-652-8003</u> E-Mail: <u>brian@b-hgroup.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 6201 14th Avenue Kenosha, WI

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review ( <i>Land Division</i> )	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input checked="" type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,  
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections  
 Planning Division  
 625 52nd Street, Room 308  
 Kenosha, WI 53140

Phone: 262.653.4030  
 Fax: 262.653.4045

Office Hours:  
 M - F 8:00 am – 4:30 pm

**SECTION 9  
REZONING**

Additional Information Required:	<p>Current Zoning District: <u>IP</u></p> <p>Proposed Zoning District: <u>M-1</u></p> <p>Proposed Type of Rezoning: (Check all applicable)</p> <p><input type="checkbox"/> Single-family Residential</p> <p><input type="checkbox"/> Two-family Residential</p> <p><input type="checkbox"/> Multi-family Residential (3 or more units)</p> <p><input checked="" type="checkbox"/> Institutional, Commercial or Industrial</p>
Submittal Requirements:	<ul style="list-style-type: none"> <li>➤ Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition.</li> <li>➤ Building and Site Development Plans as indicated below.</li> </ul>
Fees:	<ul style="list-style-type: none"> <li>➤ Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u></li> <li>➤ Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans)</li> </ul> <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact Community Development and Inspections – Planning Division to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	<ul style="list-style-type: none"> <li>➤ N/A</li> </ul>
Approximate Review Time:	<ul style="list-style-type: none"> <li>➤ 60-75 days (Reviewed by City Plan Commission and Common Council)</li> </ul>
<p>A rezoning request can be initiated by:</p> <ul style="list-style-type: none"> <li>➤ The City Plan Commission</li> <li>➤ The Common Council</li> <li>➤ A petition of 50 percent or more of the owners of property within the area proposed to be rezoned</li> </ul>	

**SAMPLE REZONING PETITION**

The Honorable Mayor  
and Members of the Common Council  
Kenosha, WI

Dear Members of the Common Council:

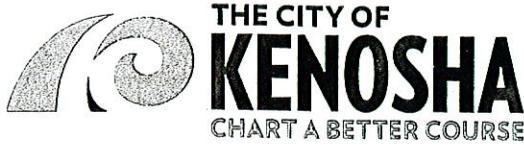
It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner



August 31, 2015

**NOTICE OF PUBLIC HEARING**

***Rezoning of property located at 6201 14th Avenue (Hervat)***

The City Plan Commission will hold a public hearing on a Petition submitted by Brian Hervat to rezone the properties at 6201 14th Avenue. The proposed rezoning would amend the zoning on the property from IP Institutional Park to M-1 Light Manufacturing. The rezoning request is to allow for a contractor's office.

An Amendment to the City's Adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment would change the land use from Government and Institutional to Industrial.

The public hearing will be held at the City Plan Commission meeting as follows:

***City Plan Commission - Thursday, September 10, 2015 at 5:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 202***

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a Protest Petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the Zoning Petition. A public hearing with final action on this item is scheduled as follows:

***Common Council - Monday, October 19, 2015 at 7:00 p.m.  
Municipal Building, 625 52nd Street, Kenosha, Room 200***

Additional information regarding this petition is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. For additional information or related questions, please contact Pa Phouala Vang via email at [pvang@kenosha.org](mailto:pvang@kenosha.org) or at 262.653.4037.

PPV:kas  
Enclosure

Thursday, September 24, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Zoning Ordinance by the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District. (Keno Wells, LLC) (District 2) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Jenkins, District 2, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** 5821 5th Avenue

1. The attached Rezoning Ordinance relates to the rezoning of the property that was reviewed by the City Plan Commission on November 21, 2013 for the Fifth Avenue Lofts Project, Phase I and Phase II.
2. The City Zoning Ordinance requires formal development of a property that has been rezoned to be consistent with a Conceptual Plan that was submitted with the rezoning request. The Conceptual Plan that was submitted for the November 21, 2013 meeting showed Phase II as a forty-eight (48) unit apartment with 3,000 s.f. of "non-residential" space on the ground floor. The "non-residential" space could have been retail, commercial and/or office uses.
3. The plan that has been submitted is a forty-four (44) unit development with all residential units, no "non-residential" space. Since the property was rezoned to B-4 Mixed-Use District, Staff anticipated that the Phase II building would have space for "non-residential" uses, thus making it a Mixed-Use development.
4. The applicant indicated there is no market for "non-residential" space and changed the plans from the original Concept Plan. The amended rezoning ordinance has to be adopted before the Conditional Use Permit can be issued for the amended Phase II plans.
5. The use of both phases as Multiple-Family Residential still would comply with the B-4 Mixed-Use District, even though there is no "non-residential" space.

**RECOMMENDATION:**

A recommendation is made to approve the Rezoning Ordinance



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/SEP24/4Staff-zo-KenoWells.doc

REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

To Repeal And Recreate Section Two Of Rezoning Ordinance No. 5-14 Rezoning Property Located At 5821 5<sup>th</sup> Avenue From M-1 Light Manufacturing District To B-4 Mixed-Use District And Property Located At 5824 4<sup>th</sup> Avenue From B-3 Central Business District To B-4 Mixed-Use District (Keno Wells, LLC) District #2.

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

**Section One:** Section Two of Rezoning Ordinance No. 5-14 is hereby repealed and recreated as follows:

The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the ~~21~~<sup>24</sup>~~th~~ day of ~~November 2013,~~ **September, 2015,** and is on file with the Department of Community Development and Inspections as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# 5TH AVENUE LOFTS

## 44 UNIT APARTMENT BUILDING 5th Avenue KENOSHA, WISCONSIN

### SHEET INDEX

1.1	TITLE SHEET
ME	MEASUREMENTS
C.1	CONTRACT
C.2	GENERAL NOTES
C.3	EXISTING CONDITIONS SURVEY
C.4	EXISTING UTILITIES
C.5	EXISTING ELEVATIONS
C.6	EXISTING FINISHES
C.7	EXISTING MATERIALS
C.8	EXISTING STRUCTURE
C.9	EXISTING LANDSCAPE
C.10	EXISTING SITE PLAN
C.11	EXISTING SECTION
C.12	EXISTING ELEVATION
C.13	EXISTING FINISH
C.14	EXISTING MATERIAL
C.15	EXISTING STRUCTURE
C.16	EXISTING LANDSCAPE
C.17	EXISTING SITE PLAN
C.18	EXISTING SECTION
C.19	EXISTING ELEVATION
C.20	EXISTING FINISH
C.21	EXISTING MATERIAL
C.22	EXISTING STRUCTURE
C.23	EXISTING LANDSCAPE
C.24	EXISTING SITE PLAN
C.25	EXISTING SECTION
C.26	EXISTING ELEVATION
C.27	EXISTING FINISH
C.28	EXISTING MATERIAL
C.29	EXISTING STRUCTURE
C.30	EXISTING LANDSCAPE
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C.37	EXISTING LANDSCAPE
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C.44	EXISTING LANDSCAPE
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C.196	EXISTING MATERIAL
C.197	EXISTING STRUCTURE
C.198	EXISTING LANDSCAPE
C.199	EXISTING SITE PLAN
C.200	EXISTING SECTION

**ARCHITECT:**  
Knothe + Bruce Architects, LLC  
200 University Avenue, Suite 200  
Kenosha, WI 53142  
Phone: (941) 337-1111  
Fax: (941) 337-1111  
E-mail: info@knothebruce.com

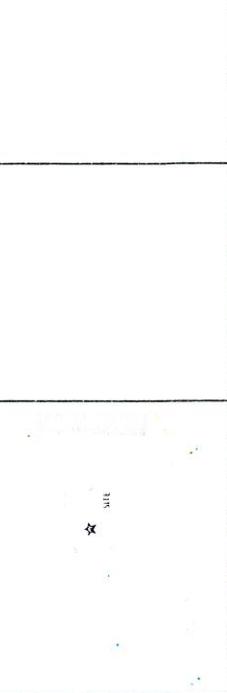
**DEVELOPER:**  
Bee Development  
401 8th Street, Suite 200  
Kenosha, WI 53142  
Phone: (941) 941-1200  
E-mail: info@beedevelopment.com

**GENERAL CONTRACTOR:**  
Construction Management Associates, Inc.  
401 8th Street, Suite 200  
Kenosha, WI 53142  
Phone: (941) 941-1200  
E-mail: info@cmassociates.com

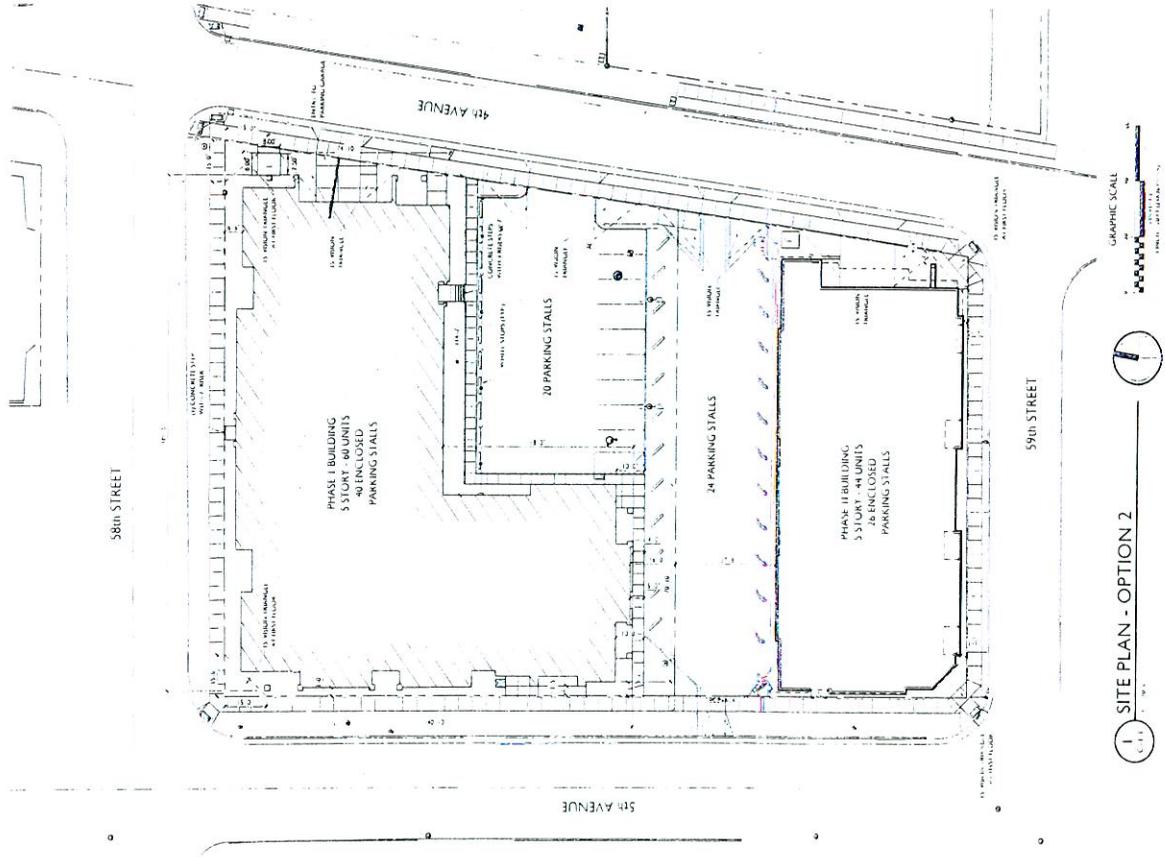
**STRUCTURAL ENGINEER:**  
United Total Integrated Enterprises (UTIE)  
200 University Avenue, Suite 200  
Kenosha, WI 53142  
Phone: (941) 941-1200  
E-mail: info@utie.com

**CIVIL ENGINEER:**  
Knothe + Bruce Architects, LLC  
200 University Avenue, Suite 200  
Kenosha, WI 53142  
Phone: (941) 337-1111  
E-mail: info@knothebruce.com

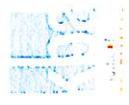
**LANDSCAPE DESIGNER:**  
Knothe + Bruce Architects, LLC  
200 University Avenue, Suite 200  
Kenosha, WI 53142  
Phone: (941) 337-1111  
E-mail: info@knothebruce.com



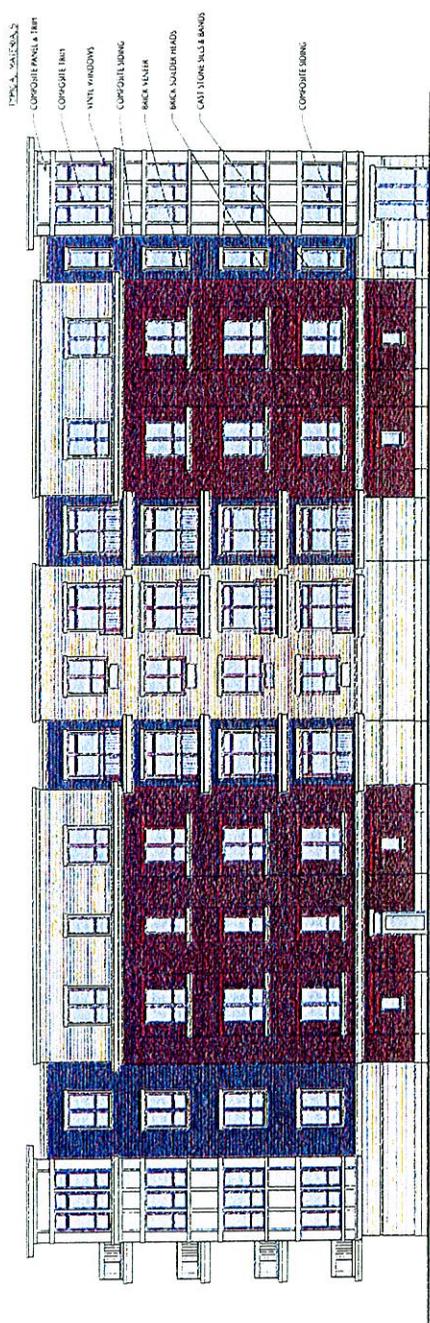
Plan presented to  
CPC 9-24-15



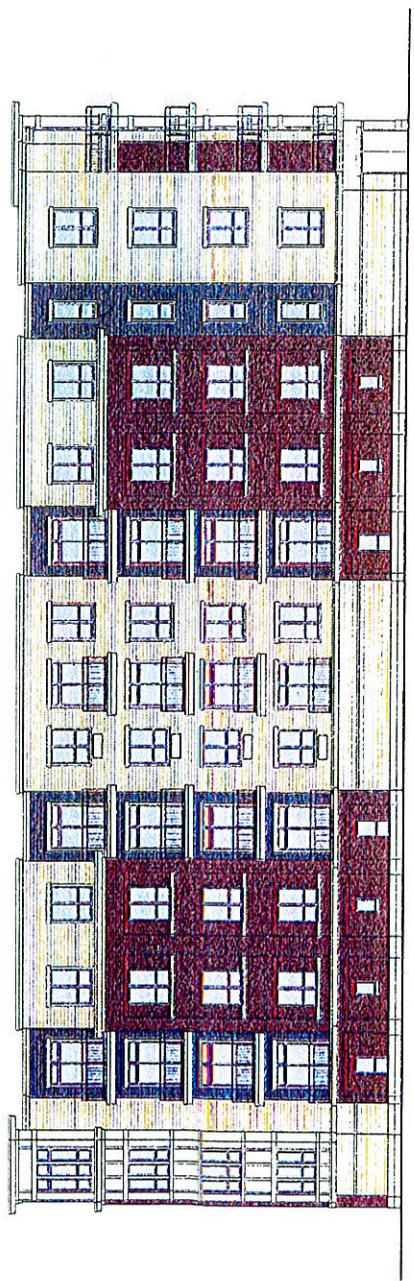
**1.1** SITE PLAN - OPTION 2



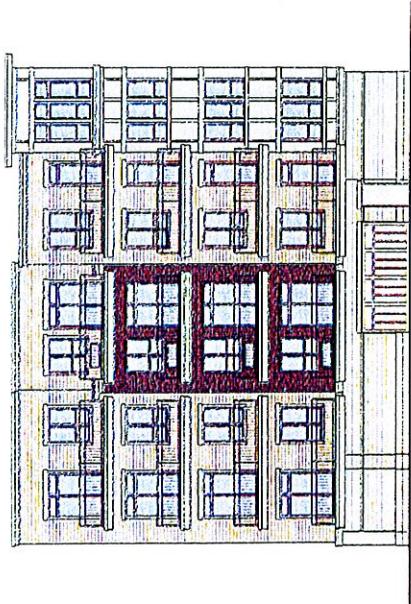
5th Avenue Lofts  
North and South Elevations  
August 21, 2015



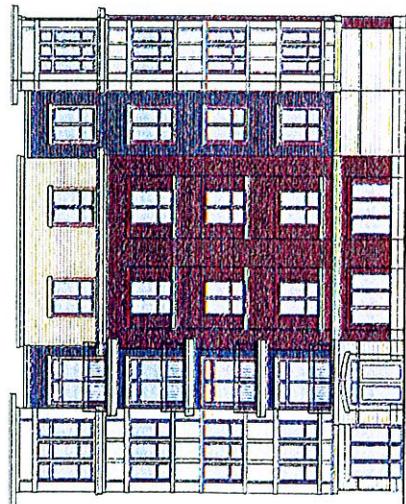
1 NORTH ELEVATION  
A.31 10'-0" x 12'-0"



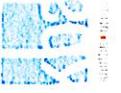
2 SOUTH ELEVATION  
A.31 10'-0" x 12'-0"



1 EAST ELEVATION  
A 22 1/4" x 14' 0"

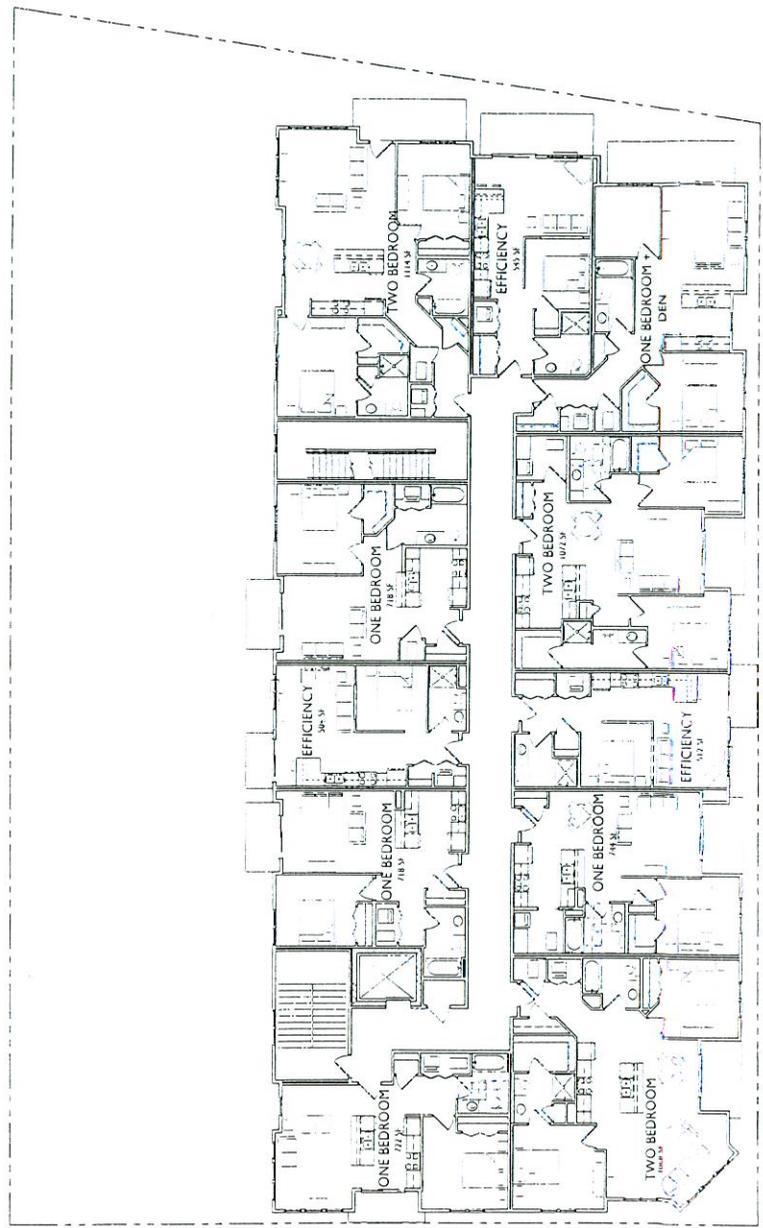


2 WEST ELEVATION  
A 22 1/4" x 14' 0"



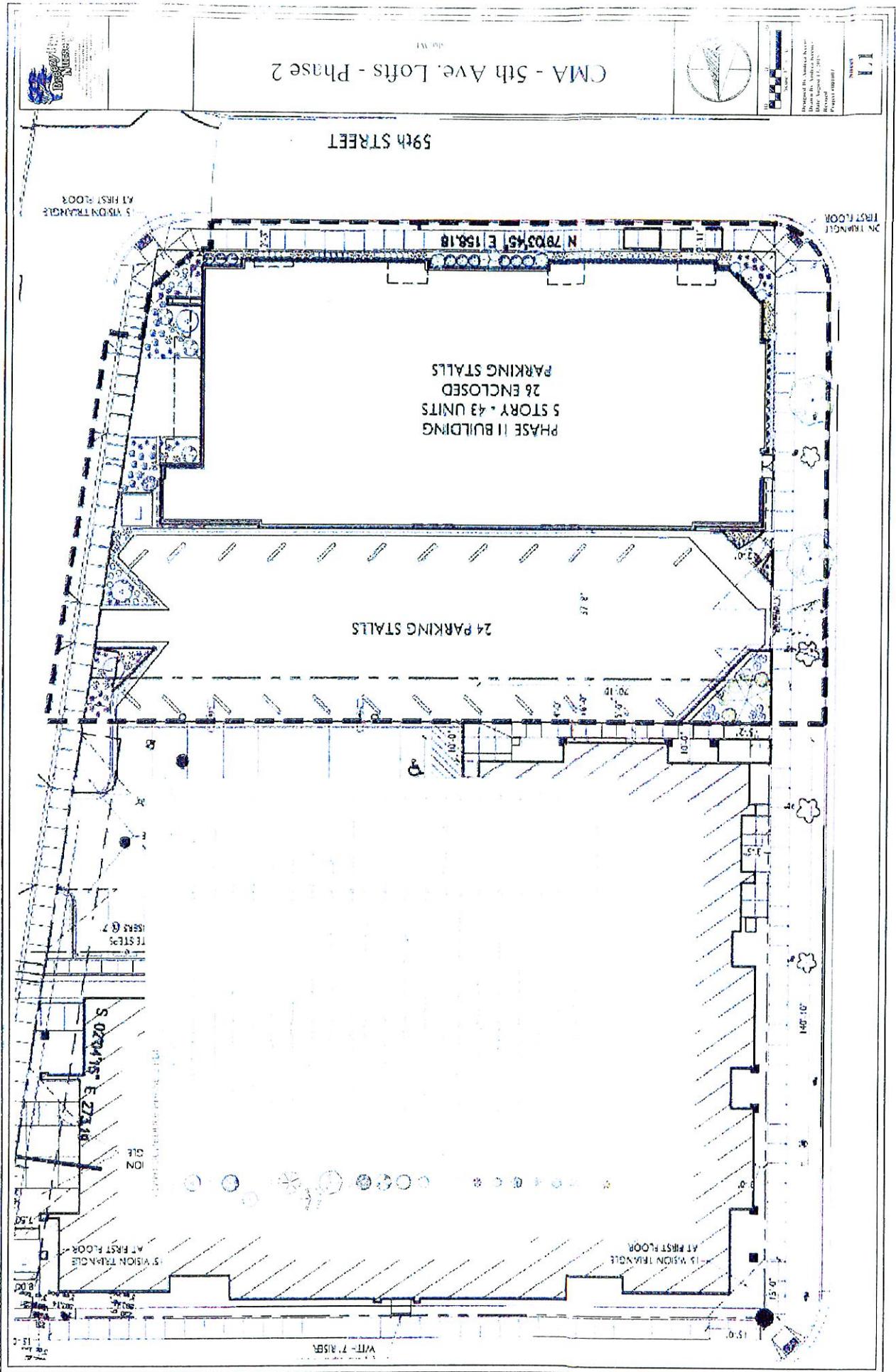
5th Avenue Lofts  
East and West Elevations  
August 21, 2015





1 SECOND FLOOR PLAN  
 A-1.2  
 12/15/10





REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

To Repeal And Recreate Section Two Of Rezoning Ordinance No. 5-14 Rezoning Property Located At 5821 5<sup>th</sup> Avenue From M-1 Light Manufacturing District To B-4 Mixed-Use District And Property Located At 5824 4<sup>th</sup> Avenue From B-3 Central Business District To B-4 Mixed-Use District. (Keno Wells, LLC) District #2

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

**Section One:** Section Two of Rezoning Ordinance No. 5-14 is hereby repealed and recreated as follows:

The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 24<sup>th</sup> day of September, 2015, and is on file with the Department of Community Development and Inspections as required in Section 10.02 A. of the Zoning Ordinance.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

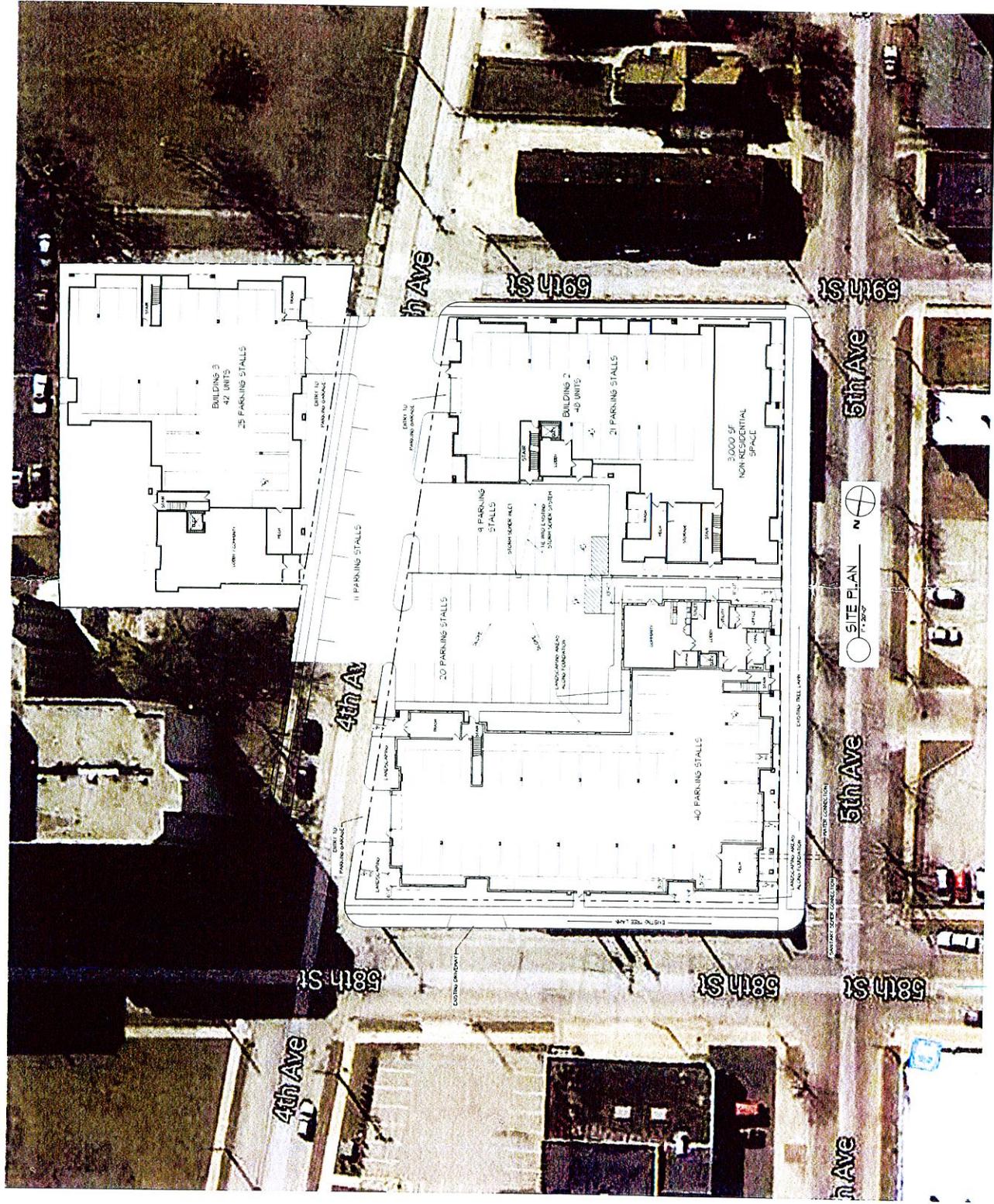
Revision: \_\_\_\_\_  
 Concept - November 2, 2015

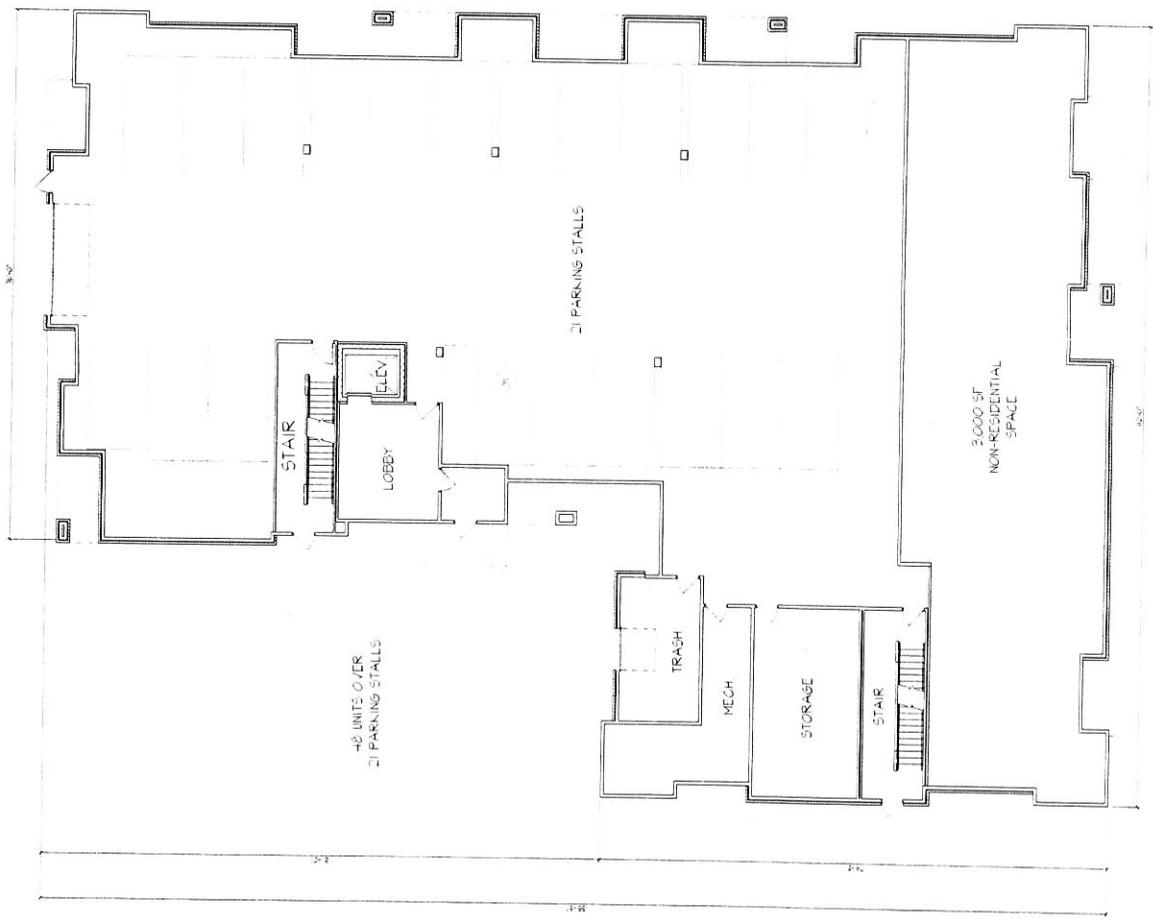
\*Plan presented at  
 11/21/13 CPC  
 Meeting  
 Brew

Project No: \_\_\_\_\_  
 5th Avenue Loft:  
 Phase II

Wells Site  
 45 and 44 Unit Buildings:  
 4500 sq ft  
 Site Plan

Project No: 1227  
 Scale: 1/8" = 1'-0"





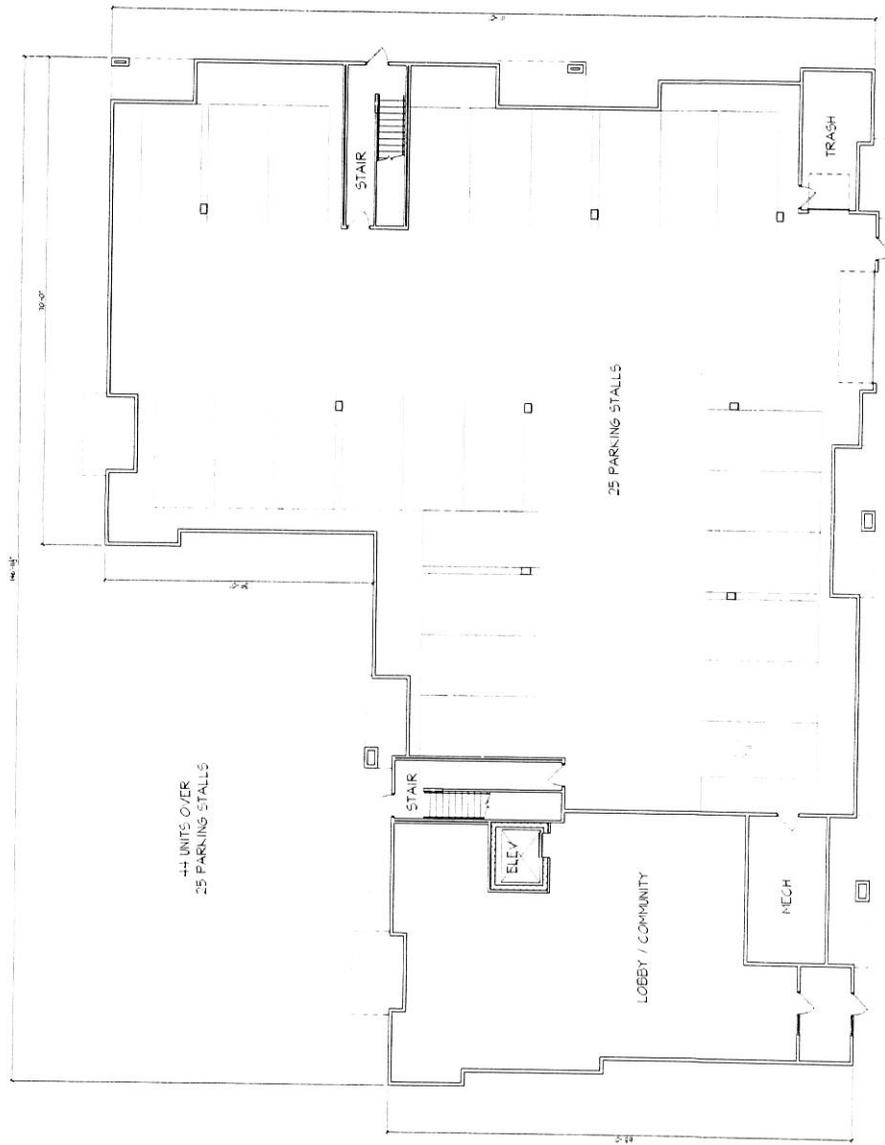
**FIRST FLOOR PLAN - BUILDING 2**



SECOND - FIFTH FLOOR PLANS - BUILDING 2

Comments

Notes



Project Title  
5th Avenue Lofts  
Phase II - Building 3

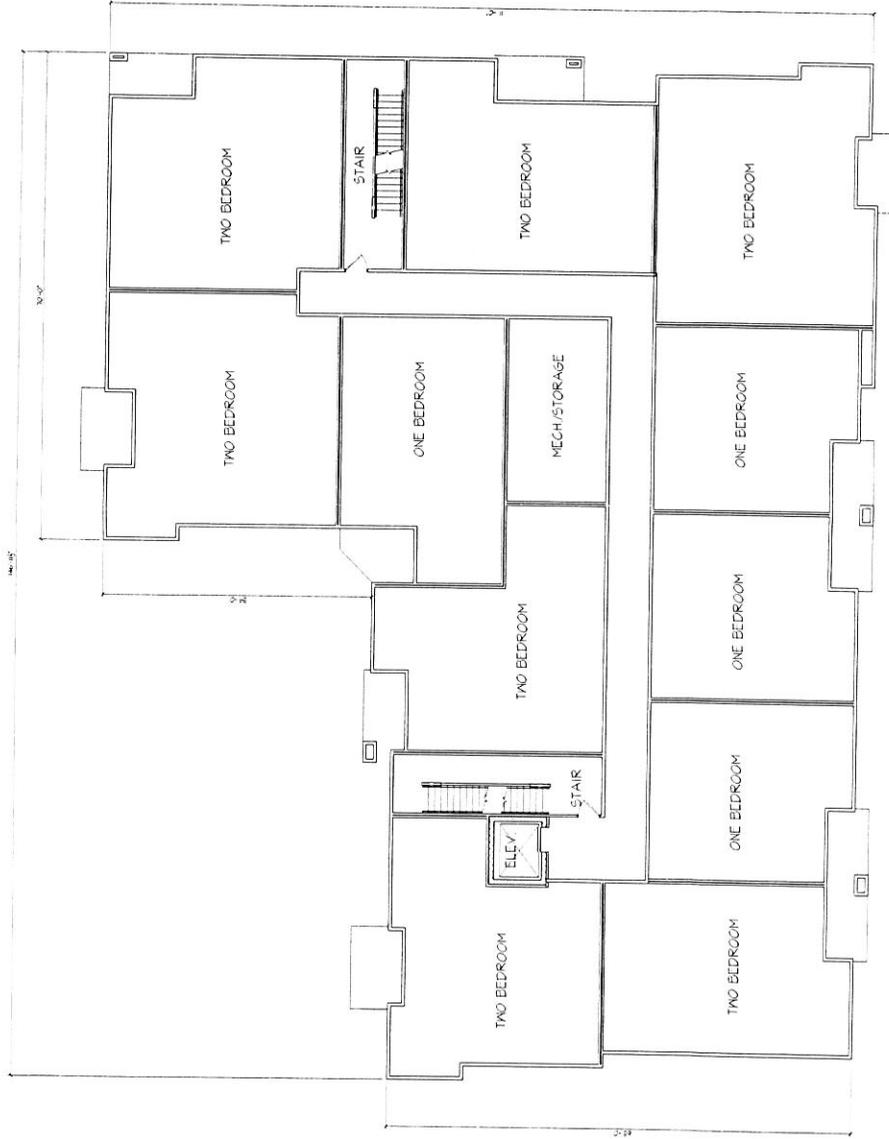
Wells Site  
44 Unit Building - Kreschko PH  
Drawing No.  
First Floor Plan

Project No.  
1227  
Drawing No.  
A-11B

○ FIRST FLOOR PLAN - BUILDING 3  
1/8" = 1'-0"

Continuation

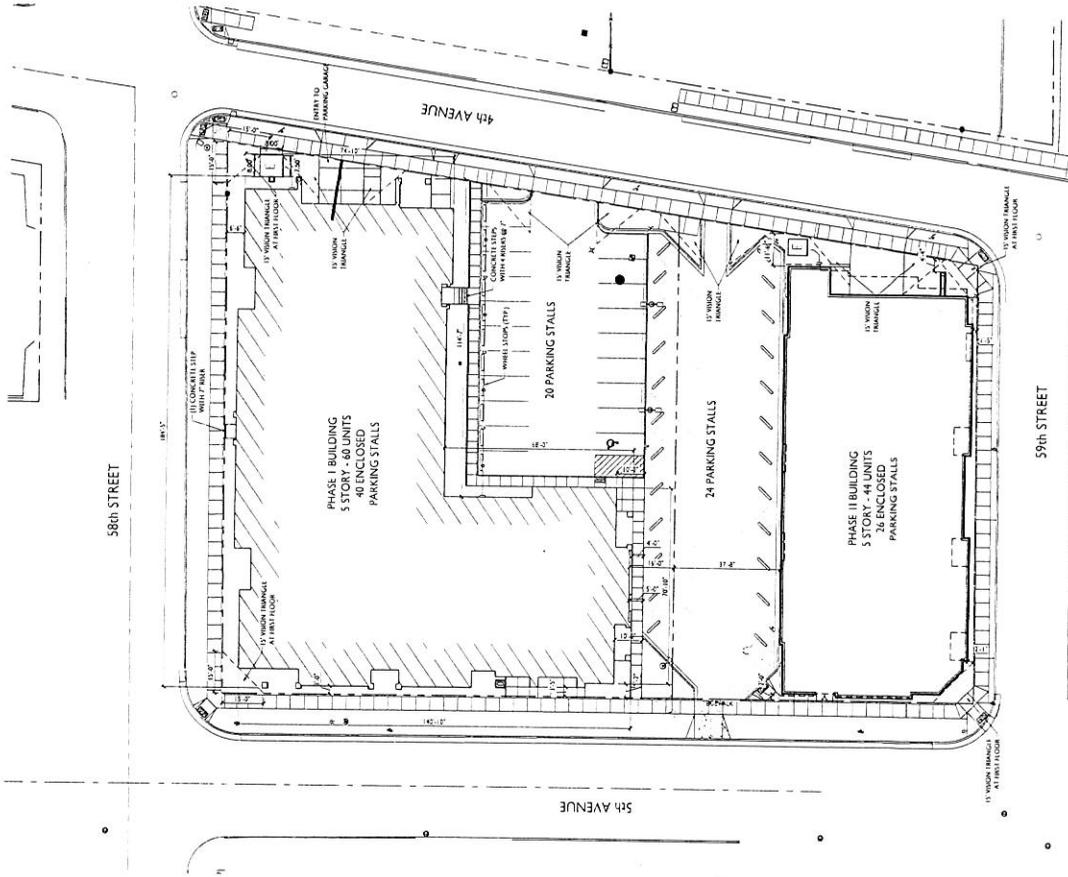
Notes



○ SECOND - FIFTH FLOOR PLANS - BUILDING 3

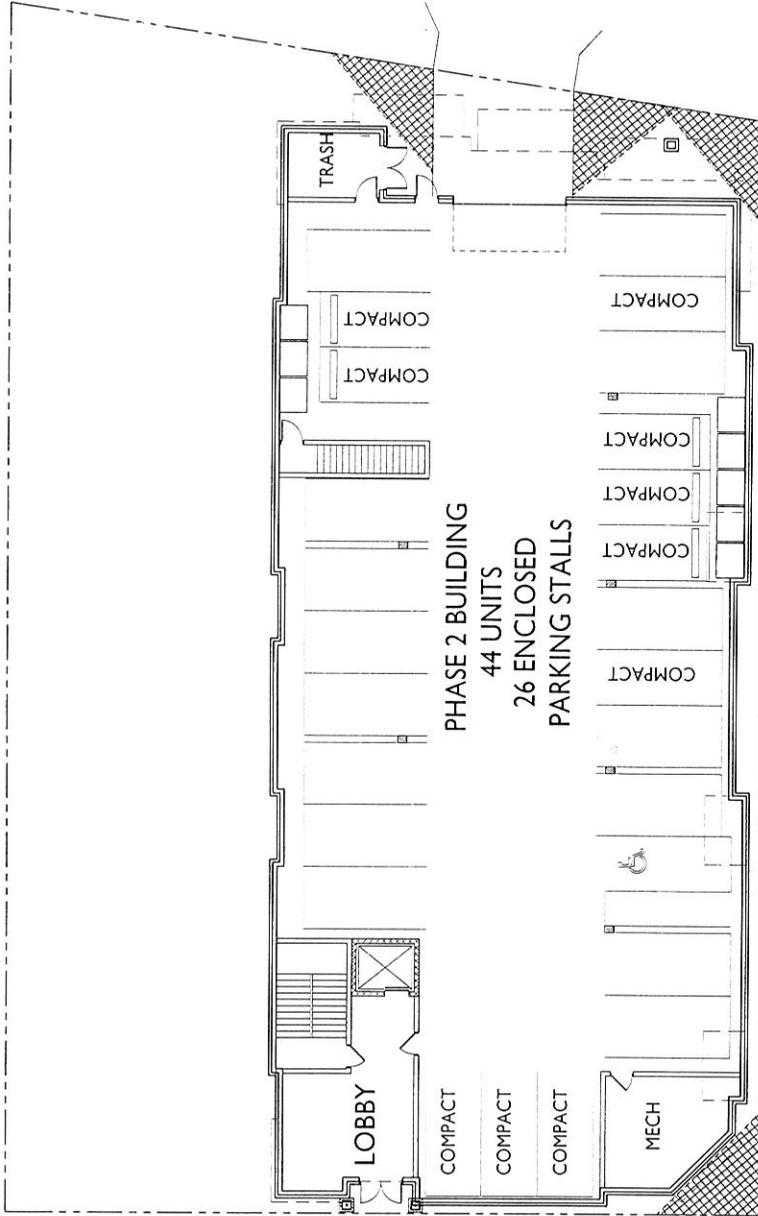
Project File  
5th Avenue Lofts  
Phase II - Building 3

Wells Site  
44 Unit Building - Honolulu, HI  
Drawing Title  
Second - Fifth  
Floor Plans  
Project No.  
1227  
Drawing No.  
A-128

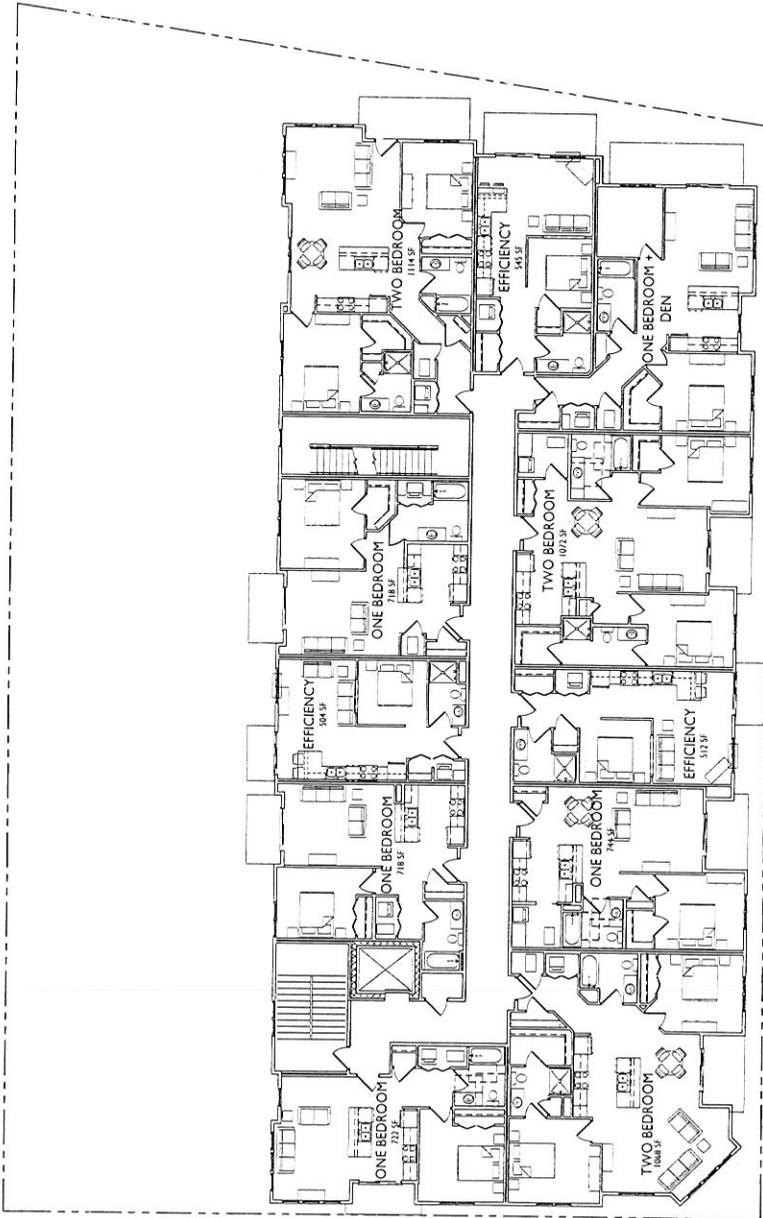


**1 SITE PLAN - OPTION 2**  
 C-1.1 1" = 30'-0"

**NEW PLAN - 9-24-15**







THIRD FLOOR PLAN  
 (FOURTH & FIFTH SIM.)  
 1/8" = 1'-0"

**ORDINANCE NO.** \_\_\_\_\_

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

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

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

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

**B. All vehicles shall stop before entering the intersections of:**

3<sup>rd</sup> Avenue and 56<sup>th</sup> Street.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

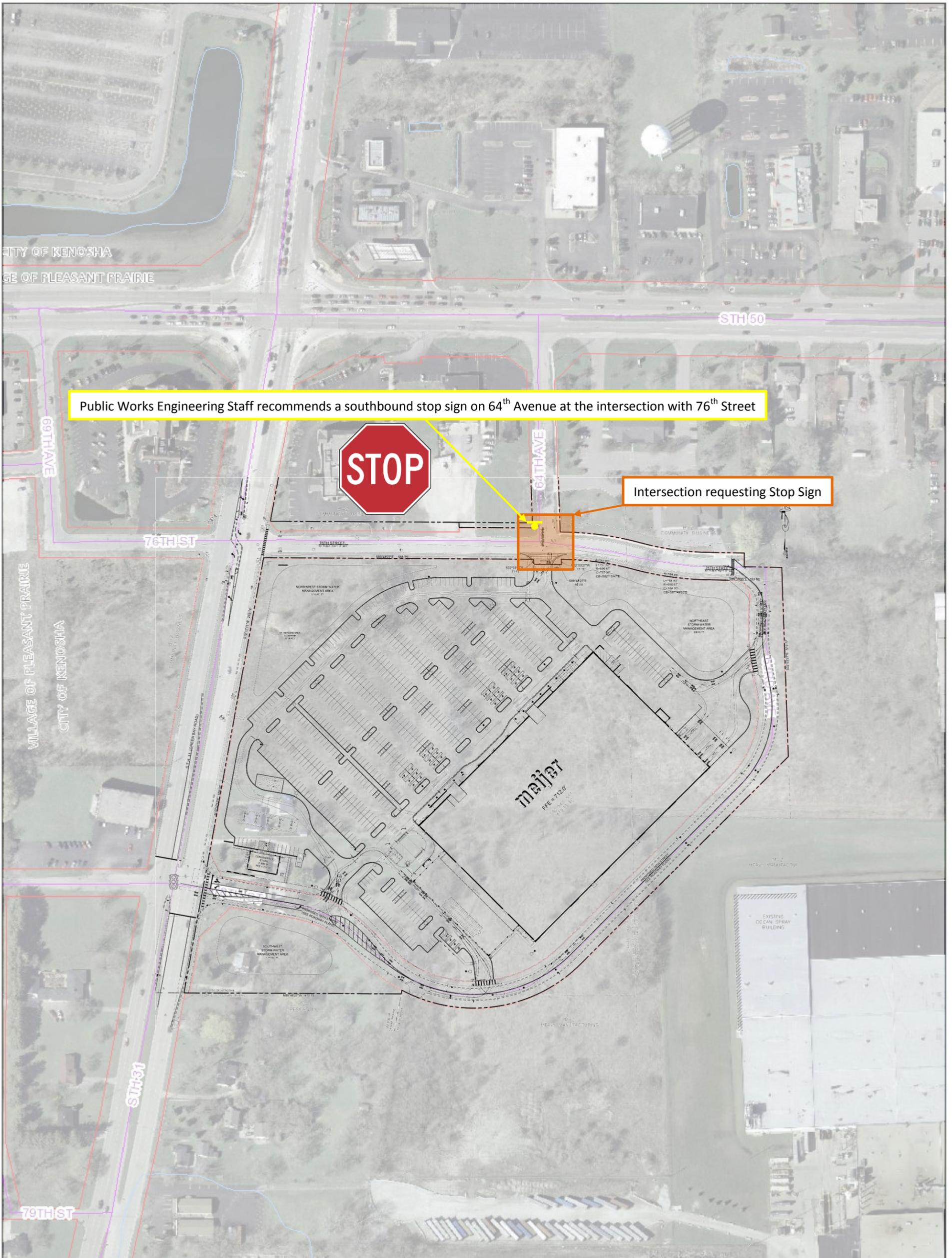


# STOP SIGN REQUEST

## At the intersection of 64<sup>th</sup> Avenue and 76<sup>th</sup> Street



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



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

ORDINANCE NO. \_\_\_\_\_

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

**10.074 OPEN CONTAINER ENTERTAINMENT EVENT**

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

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

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

**C. Application.**

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

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

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

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

**E. Applicant's Responsibility.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor      Date: \_\_\_\_\_

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

**6.05 PERMITS**

**A. Definitions.**

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

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

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

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

**B. Permits**

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

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

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

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

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

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

**D. Permit Fees.**

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

2. **Waiver.**

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

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

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

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

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

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

**F. Permitting Authority.**

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

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

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

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

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

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

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

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

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

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

**8.** Other considerations:

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

**6.05 PERMITS**

**A. Definitions.**

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

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

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

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

**BA. Permits**

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

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

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

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

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

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

**CD. Permit Fees.**

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

2. **Waiver.**

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

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

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

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

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

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

**EF. Permitting Authority.**

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

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

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

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

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

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

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

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

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

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

**8.** Other considerations:

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

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

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

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**RESOLUTION \_\_\_\_\_**

**SPONSOR: ALDERPERSON SCOTT GORDON**

**TO CREATE A SEGREGATED FUND FOR THE PURPOSE OF RECEIVING MONEY FOR THE MAINTENANCE AND CAPITAL IMPROVEMENT OF THE DREAM PLAYGROUND**

**WHEREAS**, the Kenosha Dream Playground Project that resulted in the development of a fully-accessible playground at the City's Petzke Park, where children of all abilities may play together, was a partnership between the City government and the community; and

**WHEREAS**, funds raised by the community through personal and corporate donations were received and held on behalf of the Kenosha Dream Playground Project by the Kenosha Achievement Center, Inc.; and

**WHEREAS**, the official opening of the Dream Playground with a fully-accessible play area design is scheduled for an official opening on Saturday, October 10, 2015; and

**WHEREAS**, it is anticipated that funds held on behalf of the Kenosha Dream Playground Project by the Kenosha Achievement Center, Inc. after the official opening of the Dream Playground, will remain unspent; and

**WHEREAS**, it is anticipated that future donations will be made and charitable funds will be raised for the benefit of the Kenosha Dream Playground Project after the official opening of the Dream Playground; and

**WHEREAS**, the City of Kenosha will continue to maintain the Dream Playground after its official opening; and

**WHEREAS**, the Kenosha Achievement Center, Inc. has indicated a desire to transfer funds to the City for the future maintenance of the Dream Playground.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Kenosha, Wisconsin that a segregated account be established for the exclusive purposes of maintenance and capital enhancement of the Dream Playground, and that the Director of Finance is authorized to disburse funds from the segregated account for those purposes.

**BE IT FURTHER RESOLVED**, that the City of Kenosha will accept the funds held by the Kenosha Achievement Center, Inc. for the Dream Playground and other donations and funds raised for the Dream Playground, which collectively will be placed into the segregated account.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:

EDWARD R. ANTARAMIAN  
City Attorney

**RESOLUTION \_\_\_\_\_**

**SPONSOR: ALDERPERSON SCOTT GORDON**  
**CO-SPONSORS: ALDERPERSON BOB JOHNSON**  
**ALDERPERSON KURT WICKLUND**  
**ALDERPERSON PATRICK A. JULIANA**  
**ALDERPERSON CURT WILSON**  
**ALDERPERSON JAN MICHALSKI**  
**ALDERPERSON KEITH W. ROSENBERG**  
**ALDERPERSON JACK ROSE**

**TO PROCLAIM THE SECOND SATURDAY OF EACH OCTOBER THE INCLUDABLE AND ACCESSIBLE PLAY DAY IN THE CITY OF KENOSHA**

**WHEREAS**, the City of Kenosha in partnership with the Kenosha Achievement Center, recently completed a community-build that was spearheaded by Tammy Conforti and the Kenosha Dream Playground Project team, of a playground with a fully-accessible play area design at Petzke Park, called the Dream Playground; and

**WHEREAS**, the official opening of the Dream Playground with a fully-accessible play area design is Saturday, October 10, 2015; and

**WHEREAS**, the opportunity for children of all abilities to play together at the playground with a fully-accessible play area design is worthy to be recognized.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Kenosha, Wisconsin that October 10, 2015, and the second Saturday of every October thereafter shall be designated "The Includable and Accessible Play Day" in Kenosha.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**PRINCIPAL SPONSOR: ALDERMAN DAVID F. BOGDALA**

**TO REAFFIRM THE MONTH OF OCTOBER AS THE NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH IN THE CITY OF KENOSHA AND TO RECOGNIZE THE CONTRIBUTIONS OF WOMEN'S AND CHILDREN'S HORIZONS FOR THEIR ADVOCACY ON BEHALF OF VICTIMS OF DOMESTIC AND SEXUAL VIOLENCE**

**WHEREAS**, Domestic Violence Awareness Month evolved from the first Day of Unity observed in October, 1981 by the National Coalition Against Domestic Violence (NCADV). The intent was to connect battered women's advocates across the nations who were working to end violence against women and their children. The Day of Unity soon became a special week when a range of activities were conducted at the local, state, and national levels; and,

**WHEREAS**, these activities were as varied and diverse as the program sponsors but had common themes: mourning those who have died because of domestic violence, celebrating those who have survived, and connecting those who work to end violence; and,

**WHEREAS**, in October 1987, the first Domestic Violence Awareness Month was observed, and that same year the first national toll-free hotline was begun; and,

**WHEREAS**, in 1989 the first Domestic Violence Awareness Month Commemorative Legislation was passed by the U.S. Congress and where such legislation has passed every year since with NCADV providing key leadership in this effort; and,

**WHEREAS**, the Day of Unity is celebrated the first Monday in October, and NCADV hopes that events in communities and regions across the fifty states will culminate in a powerful statement celebrating the strength of battered women and their children.

**WHEREAS**, Women and Children's Horizons was established in 1976 and is the oldest incorporated shelter in Wisconsin and,

**WHEREAS**, the foundation for Women and Children's was set in April, 1976 when a Kenosha Vista supervisor became disturbed by statistics which showed the undeniable seriousness of domestic violence against women and,

**WHEREAS**, together with twenty two other women and men, the group set up WCH's first 24 hour crisis line and now today, has broadened its mission and extended services well beyond the 24 hour crisis line and,

**WHEREAS**, Women's and Children's Horizons offers programs and services ranging from issues with domestic violence, children's services, legal advocacy, emergency shelter, transitional living, and sexual assault, and

**WHEREAS**, Women and Children's Horizons has been redesigning services to provide trauma-informed care and addressing emerging issues such as human trafficking and,

**WHEREAS**, Women and Children's Horizons provided advocacy services for 2479 victims/survivors in 2013, totaling 38,986 hours of service with 42,904 client contacts in 2013,

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of Kenosha does hereby reaffirm its commitment to the month of October as Domestic Violence Awareness Month and encourages citizens to work against domestic violence and support the efforts of others to help victims and prevent abuse, and

**BE IT FURTHER RESOLVED** that the City of Kenosha does recognize and support the contribution of Women's and Children's Horizons for victims of domestic and sexual abuse and encourages all citizens of Kenosha to participate and/or support events such as their annual Awareness Walk to support victims and their families who have been affected by domestic abuse.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_ City Clerk  
Michael Higgins

APPROVED: \_\_\_\_\_ Mayor Date: \_\_\_\_\_  
Keith Bosman

Drafted By:  
DAVID F. BOGDALA  
17<sup>TH</sup> DISTRICT ALDERMAN  
CITY OF KENOSHA, STATE OF WISCONSIN

NOTE: The author of this resolution gives credit for much of the verbiage contained herein to the National Coalition Against Domestic Violence, the author of the webpage, and Women and Children's Horizons of Kenosha, WI.  
<http://www.ncadv.org/takeaction/DomesticViolenceAwarenessMonth.php>.

**RESOLUTION \_\_\_\_\_**

**SPONSOR: ALDERPERSON BOB JOHNSON**  
**COSPONSOR: ALDERPERSON ROCCO J. LAMACCHIA, SR**  
**ALDERPERSON KURT WICKLUND**  
**ALDERPERSON JACK ROSE**  
**ALDERPERSON SCOTT N. GORDON**  
**ALDERPERSON KEITH W. ROSENBERG**  
**ALDERPERSON CURT WILSON**

**TO DECLARE OCTOBER 2015 AS BULLYING PREVENTION AWARENESS MONTH IN THE CITY OF KENOSHA AND TO URGE THE CITIZENS OF KENOSHA TO SUPPORT AND ATTEND COMMUNITY EVENTS AIMED AT RAISING AWARENESS ABOUT BULLYING AND ITS IMPACT IN OUR SCHOOLS, WORKPLACES AND COMMUNITY DURING OCTOBER OF 2015.**

**WHEREAS**, bullying is unwanted and aggressive physical, verbal, or sexual behavior intended to intimidate or harm a person or group of persons and can occur anywhere, including schools, neighborhoods, playgrounds, workplaces and online; and

**WHEREAS**, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents each year; and

**WHEREAS**, there are significant, lasting negative affects for both children who are bullied and those who bully others, including serious violent behaviors; insecurity; fear; an increased risk of teenage suicide; and possible physical, emotional and learning problems; and

**WHEREAS**, bullying is not limited to children, but can also occur in adults, creating emotional and psychological impacts such as reduced job performance and depression; and

**WHEREAS**, Wisconsin-based Generations Against Bullying, Inc., striving to make the world a better place by ending bullying, has partnered with the Boys and Girls Club of Kenosha to raise awareness, educate families and potential victims, and facilitate the creation of safe and comfortable environments for all; and

**WHEREAS**, in 2015 Kenosha Unified School District’s Board of Education adopted Positive Behavioral Interventions and Supports as their framework to reduce bullying; and

**WHEREAS**, for a full week beginning October 18, 2015, the Kenosha Unified School District will present daily activities with an emphasis on cyber bullying; and

**WHEREAS**, on October 20, 2015, Generations Against Bullying, Inc., in partnership

with the Kenosha Unified School District will host a community movie night at Journey Church in their 1700 person auditorium featuring guest speaker and former NFL Green Bay Packer William Henderson and Miss High School Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Kenosha that October 2015 is declared to be Bullying Prevention Awareness Month in the City of Kenosha.

**BE IT FURTHER RESOLVED** that the Common Council urges the citizens of the City of Kenosha to support and attend community events aimed at raising awareness about bullying and its impact in our schools, workplaces and community, especially during October of 2015.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

## RESOLUTION \_\_\_\_\_

**SPONSOR: ALDERPERSON PATRICK JULIANA**  
**CO-SPONSOR: ALDERPERSON KURT WICKLUND**

### **A RESOLUTION CONCERNING THE NONTHERAPEUTIC USE OF ANTIBIOTIC MEDICINE IN LIVESTOCK PRODUCTION; SUPPORTING A STATEWIDE AND NATIONAL BAN ON NONTHERAPEUTIC USES OF ANTIBIOTICS IN LIVESTOCK**

**WHEREAS**, in 2011, the United States Food and Drug Administration reported that eighty percent of the antibiotics sold in the United States were used in livestock production, and the Centers for Disease Control and Prevention has reported that most of those antibiotics are used irresponsibly; and

**WHEREAS**, in food animals, FDA has approved the use of antibiotics for:

- Disease treatment for animals that are sick;
- Disease control for a group of animals when some of the animals are sick;
- Disease prevention for a group of healthy animals that are at risk of becoming sick; and
- Growth promotion or increased feed efficiency in a herd or flock of animals to promote weight gain; and

**WHEREAS**, therapeutic doses of antimicrobials are given to livestock that are sick, but low doses of antimicrobials are routinely fed to livestock for disease control, disease prevention, or growth promotion, which practices are known as “nontherapeutic uses”; and

**WHEREAS**, “nontherapeutic use” creates ideal conditions for the development of antimicrobial resistant microorganisms, by providing sustained periods of low dose exposure enabling antimicrobial-resistant strains of microorganisms to be selectively survive and reproduce; and

**WHEREAS**, antibiotic resistant bacteria on livestock operations are known to spread to retail meat, farmers and farm workers, and rural environments; and

**WHEREAS**, antibiotic resistance in pathogens due to nontherapeutic use of antimicrobial in livestock production has been a public health concern since the 1960s; and

**WHEREAS**, the FDA promulgated Guidance for Industry #152 entitled “Evaluating the Safety of Antimicrobial New Animal Drugs with Regard to Their Microbiological Effects on Bacteria of Human Health Concern”, in 2003, which is still in effect in 2015, in which the FDA noted two adverse effects for humans as a result of antimicrobials used in livestock production:

“Antimicrobial drug residues present in food from food-producing animals may cause adverse effects on the ecology of the intestinal microflora of consumers.”  
and

“The FDA believes that human exposure through the ingestion of antimicrobial resistant bacteria from animal-derived foods represents the most significant pathway

for human exposure to bacteria that have emerged or been selected as a consequence of antimicrobial drug use in animals.”

**WHEREAS**, in lieu of enforceable regulations, the FDA currently largely relies on voluntary compliance with its Guidance for Industry promulgations, such as Guidance for Industry #152, to attempt to reduce overuse of antimicrobial in livestock production, despite regular acknowledgments that nontherapeutic use and the development of antibiotic resistant bacteria poses a significant public health threat; and

**WHEREAS**, antibiotic resistant bacteria have been the cause of several food borne illness outbreaks, including a 2011 outbreak of antibiotic resistant Salmonella in ground turkey that sickened 136 people, hospitalized 37, and killed one and lead to the third largest meat recall in the USDA’s records and a 2013 outbreak of antibiotic resistant Salmonella in chicken that sickened 416 people and hospitalized 162;

**WHEREAS**, the Centers for Disease Control and Prevention reports that “each year in the United States, at least 2 million people become infected with bacteria that are resistant to antibiotics and at least 23,000 people die . . . as a direct result of these infections”; and

**WHEREAS**, there is pending before the United States Congress the Preservation of Antibiotics for Medical Treatment Act of 2015 and the Preventing Antibiotic Resistance Act of 2015, which seek to ban the nontherapeutic use of antibiotics in livestock agriculture.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Kenosha, Wisconsin, that the City supports a statewide and national ban on nontherapeutic uses of antimicrobial in livestock production.

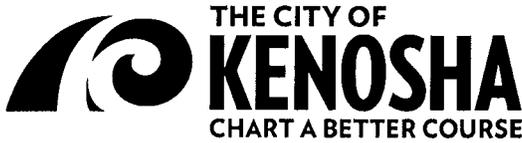
**BE IT FURTHER RESOLVED** that Common Council urges the United States Congress to enact the Preservation of Antibiotics for Medical Treatment Act of 2015 and the Preventing Antibiotic Resistance Act of 2015.

**BE IT FURTHER RESOLVED** that City Clerk/Treasurer is directed to send a copy of this Resolution to United States Senators Ron Johnson and Tammy Baldwin, and United States Representative Paul Ryan.

ATTEST: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney



SHELLY BILLINGSLEY, MBA, PE  
Acting Director of Public Works  
City Engineer

September 10, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee  
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Acting Director of Public Works / City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal  
Project #15-1417 Phase II**

**BACKGROUND INFORMATION**

The City of Kenosha Public Works – Park Division has received two proposals for the Phase II Parkway Tree Removal Contract for 2015. Staff has reviewed the proposals and has chosen Asplundh Tree Expert Company, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Asplundh Tree Expert Co., Schofield, WI	\$72,544.50
Lakeside Tree Care, Kenosha, WI	\$97,018.00

The 2015 tree removal list contract includes removing approximately 196 trees.

**RECOMMENDATION**

Approve the Agreement between the City of Kenosha and Asplundh Tree Expert Company (Schofield, Wisconsin) for \$75,000.00 to include their quote of \$72,544.50 with \$2,455.50 of contingency. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

SAB/kjb

**2015 CONTRACT TO REMOVE TREES**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation  
[Through Its Department of Public Works]**

**And**

**ASPLUNDH TREE EXPERT COMPANY  
a Pennsylvania Corporation**

**TOTAL CONTRACT AWARD NOT TO EXCEED \$75,000.00**

**CONTRACT AMOUNT: \$72,544.50**

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:  
NOT TO EXCEED \$2,455.50**

**THIS AGREEMENT**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **ASPLUNDH TREE EXPERT COMPANY, a Pennsylvania Corporation**, located at 5907 Municipal Street, Schofield, Wisconsin, 54476, hereinafter referred to as the “**CONTRACTOR**”.

**W I T N E S S E T H:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

**WHEREAS**, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

**WHEREAS**, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

**a. “CONTRACT”** means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean **ASPLUNDH TREE EXPERT COMPANY** and any subcontractors approved by the **CITY**.
- c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
- d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
- e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, wood shavings, stump grinding debris, basal sprouts, brush, vines, weeds, and debris removal within five feet (5') from outside of the trunk.
- f. **“RESTORATION”** means repair of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seed, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.
- g. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
- h. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
- i. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

- 2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Seventy Two Thousand five hundred forty four dollars and fifty cents (\$72,544.50), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Two Thousand four hundred fifty five dollars and fifty cents (\$2,455.50). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
- 3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated.

The **CONTRACTOR** shall complete the Removal Process and with respect to each tree within five (5) working days of the start of the Removal Process, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete stump grinding of those stumps designated by the Park Division within ten (10) calendar days of tree removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete Restoration of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seeding, within five (5) calendar days of stump removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
  - a. Respecting the Work, until completion and acceptance, or April 22, 2016, whichever is earlier.
  - b. Respecting the Warranty, until expiration of the warranty term.
  - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with

the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

- 22. UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
- 23. CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, wood shavings, stump grinding debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process and Stumping of a specified tree, the **CONTRACTOR** shall remove all rubbish, debris, wood shavings, stump grinding debris, surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

**29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. In the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree within the time specified and in the manner provided in the Specifications and Special Conditions attached as Exhibit B and this Contract, no payment with respect to any such tree shall be made by the **CITY**. In addition, in the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree as provided in this paragraph, the **CITY** may cause such Work to be performed and deduct the cost of such Work and all administrative costs associated with performing such Work from any payment due the **CONTRACTOR** under this Contract. The provisions of this paragraph shall be in addition to all other remedies available to the **CITY** under this Contract.

c. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

**30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

**31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR**

will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

- 32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
- 33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

**Commercial General Liability:**

- \$1,000,000 Each occurrence
- \$2,000,000 General Aggregate

**Automobile Liability: (owned, non-owned, leased)**

- \$1,000,000 Bodily Injury (per person)
  - \$1,000,000 Bodily Injury (per accident)
  - \$200,000 Property Damage (per accident)
- OR**
- \$1,000,000 Combined Single Limit (each accident)

**Umbrella Liability:**

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

**Workers Compensation:**

- Statutory Limits
- \$100,000 Employer Liability, Each Accident
- \$100,000 Employer Liability, Disease, Each Employee
- \$500,000 Employer Liability, Disease, Policy Limit

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

The **CITY** shall be named as an additional insured with respect the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect the insurance coverages listed above.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52<sup>d</sup> Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.  
Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

ASPLUNDH TREE EXPERT COMPANY  
5907 MUNICIPAL STREET, SCHOFIELD, WI 54476

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.



**ASPLUNDH TREE EXPERT COMPANY  
A Pennsylvania Corporation**

BY: \_\_\_\_\_  
Joseph B Schneider, Vice President

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **Joseph B. Schneider, Vice President**, of **ASPLUNDH TREE EXPERT CO., a Pennsylvania Corporation**, to me known to be such Vice President of said company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ City, \_\_\_\_\_ State.

My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 17

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursement for the period from 09/01/15 through 09/15/15 and have approved the disbursement as follows:

1. Checks numbered from 151796 through 152144 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>2,587,375.38</u>

**SUBTOTAL** 2,587,375.38

PLUS:

2. City of Kenosha Payroll Wire Transfers  
from the same period: 1,233,025.93

**TOTAL DISBURSEMENTS APPROVED** 3,820,401.31

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Anthony Kennedy

\_\_\_\_\_  
Dave Paff

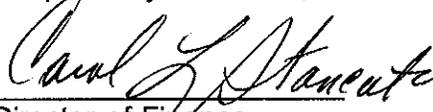
\_\_\_\_\_  
Rocco LaMacchia Sr.

\_\_\_\_\_  
Bob Johnson

\_\_\_\_\_  
Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,

  
\_\_\_\_\_  
Director of Finance

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee  
**ITEM:** Disbursement Record #17

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 09/24/15

**Prepared By:** 

**Reviewed By:** 

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151796	9/02	A & B/ARO LOCK	110-01-51801-389-000	08/15 MB-SUPL/SERV	30.50
151797	9/02	YAMAHA MOTOR CORP.	524-05-50101-282-000	09/15-GOLF CARTS	2,386.53
151798	9/02	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	08/15 4904 16TH AVE	336.24
			110-09-56501-259-569	08/15 4706 75TH ST	176.00
				..... CHECK TOTAL	512.24
151799	9/02	RNOW, INC.	630-09-50101-393-000	08/15-SE#2745 PARTS/	718.15
			630-09-50101-393-000	08/15-SE#3090 PARTS/	535.81
			630-09-50101-393-000	08/15-SE#2920 PARTS/	175.47
				..... CHECK TOTAL	1,429.43
151800	9/02	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	08/15-ST ELECTRICAL	278.60
			110-05-55109-248-000	08/15-PA ELECTRICAL	241.06
			110-03-53109-375-000	08/15-ST ELECTRICAL	230.50
			110-03-53109-375-000	08/15-ST ELECTRICAL	87.51
			110-03-53109-375-000	08/15-ST ELECTRICAL	15.92
			110-03-53109-375-000	08/15-ST RETURN ELEC	29.17CR
				..... CHECK TOTAL	824.42
151801	9/02	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	09/15 HEALTH SERVIC	50,210.17
151802	9/02	BREEZY HILL NURSERY	110-05-55109-354-000	RED GRANITE	428.18
			110-05-55103-353-000	RED GRANITE	199.08
			110-05-55103-353-000	RED GRANITE	197.50
			110-05-55103-353-000	RED GRANITE	197.50
				..... CHECK TOTAL	1,022.26
151803	9/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	08/16-31/15 CONTRIB	74,728.54
			110-00-21599-000-000	08/16-31/15 CONTRIB	9,148.49
			110-00-21524-000-000	08/16-31/15 CONTRIB	710.00
				..... CHECK TOTAL	84,587.03
151804	9/02	KRANZ, INC.	630-09-50101-393-000	08/15-SE PRODUCTS	3,066.10
			630-09-50101-393-000	08/15-SE PRODUCTS/MA	48.80
				..... CHECK TOTAL	3,114.90
151805	9/02	KENOSHA JOINT SERVICES	110-02-52111-251-000	09/15 JOINT SERVICE	224,412.75
			110-02-52202-251-000	09/15 JOINT SERVICE	56,103.25
				..... CHECK TOTAL	280,516.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151806	9/02	KENOSHA NEWS	110-01-50101-321-000	7/16/15 CC MINUTES	386.92
			110-01-50101-321-000	07/20/15 CC MINUTES	241.53
			110-01-50101-321-000	08/15 2ND READ ORDS	35.84
			110-00-21104-000-000	08/15 125TH AVE HTL	23.54
			110-00-21104-000-000	08/15 KWIK TRIP LIC	21.93
			110-01-50101-321-000	08/15 1ST READ ORDS	12.39
				..... CHECK TOTAL	722.15
151807	9/02	AMERICAN PLANNING ASSOC	110-01-51601-322-000	12 MONTHLY ISSUES	95.00
151808	9/02	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	07/15-TD TIRE SERVIC	199.23
151809	9/02	SHOPKO STORES	110-02-52203-382-000	08/15-FD#7 MERCHANDI	160.35
			520-09-50106-311-000	08/15-TD MERCHANDISE	119.76
			206-02-52205-318-000	08/15-FD MERCHANDISE	7.47
				..... CHECK TOTAL	287.58
151810	9/02	KENOSHA COUNTY	110-02-52105-283-000	09/15 MONTLY RENT	11,440.25
151811	9/02	WILLKOMM INC., JERRY	630-09-50101-391-000	08/15-CE UNLEADED GA	16,712.23
151812	9/02	WE ENERGIES	110-03-53109-221-000	#33 07/20-08/18	1,894.77
			110-02-52203-221-000	#33 07/15-08/13	1,644.67
			110-03-53109-221-000	#33 07/19-08/17	749.98
			110-05-55109-221-000	#33 07/14-08/12	739.36
			110-03-53109-221-000	#33 07/15-08/13	685.25
			110-05-55102-221-000	#33 07/16-08/16	499.09
			110-05-55109-221-000	#33 07/20-08/18	369.60
			110-03-53109-221-000	#33 07/13-08/11	264.47
			110-03-53109-221-000	#33 06/22-07/22	253.97
			110-03-53103-221-000	#33 07/14-08/12	225.79
			110-03-53109-221-000	#33 06/17-08/18	184.19
			110-05-55102-221-000	#33 07/17-08/17	152.34
			110-05-55109-221-000	#33 07/19-08/17	140.89
			110-03-53109-221-000	#33 07/14-08/12	131.32
			110-05-55109-221-000	#33 07/16-08/16	130.68
			110-05-55109-221-000	#33 07/15-08/13	82.36
			110-02-52203-222-000	#33 07/14-08/12	80.16
			110-05-55109-221-000	#33 07/17-08/17	53.28
			110-05-55109-221-000	#33 07/13-08/11	45.56
			110-02-52203-222-000	#33 07/15-08/13	42.18
			110-03-53109-221-000	#33 07/21-08/19	36.71
			632-09-50101-221-000	#33 07/20-08/18	32.86
			110-05-55109-221-000	#33 07/21-08/19	29.89
			519-09-50106-221-000	#33 07/14-08/12	29.23
			110-05-55109-222-000	#33 07/14-08/12	9.57
				..... CHECK TOTAL	8,508.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151813	9/02	LEITCH PRINTING CORP.	632-09-50101-311-000	08/15-SE INDEX	242.00
151814	9/02	KENOSHA WATER UTILITY	227-09-50101-219-000	7/9-8/10 GW O & M	83.41
151815	9/02	WISCONSIN FUEL & HEATING	630-09-50101-393-000 630-09-50101-393-000	08/5-CE LUBRICANTS/O 08/15-CE LUBRICANTS/ ..... CHECK TOTAL	491.90 142.00 633.90
151816	9/02	INLAND DETROIT DIESEL	630-09-50101-393-000	08/15-SE MATERIALS/S	423.15
151817	9/02	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000 110-02-52203-344-000	06/15-FD IDENTIFIERS 08/15-FD#E44 IDENTIF ..... CHECK TOTAL	156.41 71.84 228.25
151818	9/02	JOE'S CARPET SERVICE	110-02-52203-246-000	CARPET CLEANING	2,252.56
151819	9/02	OFFICEMAX	110-01-51601-311-000 110-01-51601-311-000 110-01-51301-311-000 110-02-52201-311-000 110-02-52201-311-000	08/15 CD #3238 OFFC 08/15 CD #3236 OFFC 08/15 AD #3239 OFFC 08/15 FD #3225 OFFC 08/15 FD #3240 OFFC ..... CHECK TOTAL	124.54 64.14 53.90 49.23 8.32 300.13
151820	9/02	CHEMSEARCH	501-09-50105-353-000	TRAILBLAZER MAXX	1,387.50
151821	9/02	LINCOLN CONTRACTORS SUPPLY	110-03-53110-361-000	08/15-ST TOOLS/SUPPL	41.99
151822	9/02	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/15-CE#2595 HYDRAU 08/15-CE#2920 HYDRAU 08/15-CE HYDRAULIC F ..... CHECK TOTAL	152.28 101.53 31.94 285.75
151823	9/02	MILLHOUSE AUTO BODY INC	110-02-52103-711-000	REAPIR SQUAD 2918	2,646.66
151824	9/02	CONCRETE SPECIALTIES CO.	403-11-51102-588-000 403-11-51102-588-000	08/15 STRUCTURE/MTL 08/15 STRUCTURE/MTL ..... CHECK TOTAL	3,600.00 282.00 3,882.00
151825	9/02	VERMEER SALES & SERVICE	630-09-50101-393-000	08/15-SE#3009 PARTS/	122.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151826	9/02	HALQUIST STONE CO	110-03-53103-354-000 110-03-53103-354-000	08/15-ST LIMESTONE C 08/15-LIMESTONE CHIP ..... CHECK TOTAL	287.88 261.20 549.08
151827	9/02	JAMES IMAGING SYSTEMS, INC.	110-01-50301-232-000	07/15 LE-OVERAGE	52.59
151828	9/02	UNISOURCE WORLDWIDE	630-09-50101-393-000	08/15-SE PAPER PRODU	2,243.19
151829	9/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000 632-09-50101-243-000	08/15-MB JANITORIAL 08/15-SE CLEANING SE ..... CHECK TOTAL	3,847.00 226.60 4,073.60
151830	9/02	PAUL CONWAY SHIELDS	110-02-52102-365-000 110-02-52102-365-000 110-02-52102-365-000 110-02-52206-367-000 110-02-52102-365-000 110-02-52102-365-000	HELMET BOOTS LIGHTS 03/15-FD TURNOUT GEA GLOVES BOOTS ..... CHECK TOTAL	340.00 230.00 230.00 126.50 20.00 10.00 956.50
151831	9/02	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 110-03-53117-253-417 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-416 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-416 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-416 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-417 501-09-50104-253-000	08/15 1182.74 TONS 08/15 WDNR TONNAGE 08/15 89.95 TONS 08/15 11 CMPC PULLS 08/15 73.23 TONS 08/15 FUEL SURCHARGE 08/15 WDNR TONNAGE 08/15 WDNR TONNAGE 08/15 ENVIRO SURCHG 08/15 FUEL SURCHARGE 08/15 FUEL SURCHARGE 08/15 ENVIRO SURCHG 08/15 ENVIRO SURCHG ..... CHECK TOTAL	29,485.71 15,375.62 2,242.45 1,969.11 1,825.62 1,524.12 1,169.35 951.99 288.00 219.69 94.50 66.00 48.00 55,260.16
151832	9/02	KENOSHA COUNTY TREASURER	110-00-21801-000-000	08/14 WIRE SHORTAGE	10.00
151833	9/02	DB INNOVATIONS	110-02-52103-235-000 110-02-52103-235-000	RADAR CERTIFICATION, RADAR CERTIFICATION, ..... CHECK TOTAL	350.00 100.00 450.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151834	9/02	STAPLES	110-02-52103-311-000	08/15 PD-MISC OFFICE	83.76
			110-02-52103-311-000	08/15 PD-MISC OFFICE	54.64
			110-02-52103-311-000	08/15 PD-MISC OFFICE	8.97
				..... CHECK TOTAL	147.37
151835	9/02	MENARDS (KENOSHA)	110-02-52204-344-000	08/15-FD MERCHANDISE	447.00
			110-02-52204-344-000	08/15-FD MERCHANDISE	447.00
			520-09-50401-249-000	08/15-TD MERCHANDISE	178.41
			110-05-55109-344-000	08/15-PA MERCHANDISE	103.46
			110-01-51601-311-000	08/15-CD MERCHANDISE	88.71
			110-05-55109-386-000	07/15-SUNRISE PK MER	88.50
			110-03-53110-389-000	08/15-ST MERCHANDISE	68.28
			110-05-55111-235-000	07/15-PA MERCHANDISE	66.98
			110-05-55109-344-000	08/15-PA MERCHANDISE	56.97
			110-05-55109-353-000	08/15-PA MERCHANDISE	54.99
			521-09-50101-375-000	08/15-AR MERCHANDISE	54.57
			110-02-52203-344-000	07/15-FD#3 MERCHANDI	47.45
			110-05-55109-244-000	08/15-PA MERCHANDISE	45.76
			110-02-52203-382-000	08/15-FD#4 MERCHANDI	41.04
			110-02-52204-344-000	08/15-FD MERCHANDISE	22.97
			521-09-50101-344-000	08/15-AR MERCHANDISE	10.99
			110-05-55109-357-000	08/15-PA MERCHANDISE	10.72
			110-03-53110-389-000	08/15-ST MERCHANDISE	8.97
			110-05-55109-344-000	08/15-PA MERCHANDISE	2.98
				..... CHECK TOTAL	1,845.75
151836	9/02	PIONEER ATHLETICS	110-05-55102-369-000	SPRAYER PARTS	918.22
151837	9/02	RED WING SHOE CO	632-09-50101-367-000	08/15-SE SAFETY BOOT	100.00
151838	9/02	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	08/15 DEDUCTIONS	1,898.43
151839	9/02	TIME WARNER CABLE	110-01-51102-233-000	8/19-9/18-SE -RR	139.95
151840	9/02	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	07/15-PD SEARCHES/LO	50.00
151841	9/02	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	08/15 MEDICAL SUPPL	2,430.00
			206-02-52205-318-000	08/15 MEDICAL SUPPL	1,340.45
			206-02-52205-318-000	08/15 MEDICAL SUPPL	333.99
				..... CHECK TOTAL	4,104.44

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151842	9/02	HAPPENINGS MAGAZINE	222-09-50101-259-000	08/15 P B & J AD	363.00
151843	9/02	IAFF/NATIONWIDE	110-00-21574-000-000	08/16-31/15 CONTRIB	20,694.39
151844	9/02	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000 611-09-50101-155-505	09/15 DEDUCTS 2ND QTR COBRA FEES ..... CHECK TOTAL	1,449.56 1,431.10 2,880.66
151845	9/02	AVI SYSTEMS, INC	760-09-50101-362-000	DVD/BLU RAY DUPLCTR	936.80
151846	9/02	SUTPHEN TOWERS, INC	110-02-52203-344-000	REPLACE REEL POWER	2,517.91
151847	9/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	08/16-31/15 CONTRIB 08/16-31/15 CONTRIB ..... CHECK TOTAL	7,819.33 705.00 8,524.33
151848	9/04	ACE HARDWARE	110-05-55109-344-000 110-03-53103-389-000 110-01-51801-389-000 110-03-53113-389-000 501-09-50105-361-000 501-09-50105-353-000 110-02-52203-382-000 110-05-55111-246-000 110-05-55109-361-000 632-09-50101-389-000 501-09-50105-344-000 110-03-53109-375-000 630-09-50101-393-000 110-03-53110-389-000	07/15 PA-MERCHANDISE 07/15 ST-MERCHANDISE 07/15 MB-MERCHANDISE 07/15 ST-MERCHANDISE 07/15 SW-MERCHANDISE 07/15 SW-MERCHANDISE 07/15 FD-MERCHANDISE 07/15 PA-MERCHANDISE 07/15 PA-MERCHANDISE 07/15 SE-MERCHANDISE 07/15 SW-MERCHANDISE 07/15 ST-MERCHANDISE 07/15 CE-MERCHANDISE 07/15 ST-MERCHANDISE ..... CHECK TOTAL	196.11 64.44 62.42 55.98 51.98 32.99 32.08 29.97 18.55 7.78 6.99 5.98 5.50 3.99 574.76
151849	9/04	NEW FLYER	520-09-50201-347-000	08/15-BUS PARTS	197.36
151850	9/04	VIKING ELECTRIC SUPPLY	110-03-53109-375-000 110-05-55109-344-000	08/15-ST ELECTRICAL 07/15-PA ELECTRICAL ..... CHECK TOTAL	45.38 42.09 87.47
151851	9/04	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	08/15-ST ELECTRICAL	19.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151852	9/04	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/04/15 CITY HRLY	8,980.75
			110-00-21562-000-000	09/04/15 WATER HRLY	3,065.62
			110-00-21562-000-000	09/04/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	12,061.37
151853	9/04	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	08/15 LAB 15-114740	99.20
			110-02-52101-219-000	08/15 LAB 15-115089	99.20
			110-02-52101-219-000	07/15 LAB 15-099207	99.20
			110-02-52101-219-000	07/15 LAB 15-110486	99.20
			110-02-52101-219-000	07/15 LAB 15-107150	49.60
			110-02-52101-219-000	08/15 LAB 15-118622	49.60
				..... CHECK TOTAL	496.00
151854	9/04	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/6-13/15 W/C	794.73
151855	9/04	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	07/15 DRUGS	1,146.80
151856	9/04	KENOSHA NEWS	222-09-50101-291-000	AD FESTIVL FIREWRKS	253.00
151857	9/04	WILLKOMM INC., JERRY	521-09-50101-341-000	08/15 AR DIESEL FUEL	1,185.94
151858	9/04	OAKES & SON, INC., A. W.	403-11-51217-589-000	FINAL-EICHELMAN BEAC	8,999.33
151859	9/04	PFEIFFER TRANSMISSION	630-09-50101-393-000	08/15-SE#2000 TRANS.	1,201.20
			630-09-50101-393-000	08/15-SE#2278 TRANS.	493.54
				..... CHECK TOTAL	1,694.74
151860	9/04	AMERICAN BOTTLING CO.	524-05-50101-397-000	08/15 SOFT DRINKS	144.96
151861	9/04	KENOSHA WATER UTILITY	205-03-53119-224-000	COMPOST SITE	167.72
			501-09-50105-224-000	METER- SAW CUTTING	105.00
			110-03-53103-224-000	METER- SAW CUTTING	105.00
				..... CHECK TOTAL	377.72
151862	9/04	STREICHER'S POLICE EQUIPMENT	110-02-52103-367-000	VEST ALTERATION	12.00
151863	9/04	WEST GROUP	110-01-50301-322-000	07/15-LE SUBSCRIPTIO	272.44
151864	9/04	WISCONSIN FUEL & HEATING	630-09-50101-393-000	08/15-CE LUBRICANTS/	742.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151865	9/04	DON'S AUTO PARTS	110-05-55109-344-000	08/15 PA PARTS & MAT	161.75
			110-02-52203-341-000	08/15 FD #4 PARTS &	113.98
				..... CHECK TOTAL	275.73
151866	9/04	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	MANAGEMENT-ANDERSON	3,439.00
			110-05-55111-219-000	MANAGEMENT-ANDERSON	3,439.00
			110-05-55111-219-000	MANAGEMENT-ANDERSON	3,439.00
			110-05-55111-219-000	MANAGEMENT-ANDERSON	3,439.00
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,646.00
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,646.00
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,646.00
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,646.00
			110-05-55111-219-000	SHIPPING CHEMICALS	250.00
			110-05-55111-219-000	MANAGEMENT-SPLASHPAD	176.75
			110-05-55111-219-000	MANAGEMENT-SPLASHPAD	176.75
			110-05-55111-219-000	MANAGEMENT-SPLASHPAD	176.75
			110-05-55111-219-000	MANAGEMENT-SPLASHPAD	176.75
				..... CHECK TOTAL	25,297.00
151867	9/04	LARK UNIFORM, INC.	110-02-52103-367-000	08/15-PD#502 UNIFORM	329.80
			110-02-52103-367-000	08/15-PD#618 UNIFORM	267.80
			110-02-52103-367-000	08/15-PD#378 UNIFORM	207.80
			110-02-52103-367-000	08/15-PD#585 UNIFORM	113.94
				..... CHECK TOTAL	919.34
151868	9/04	CHASE BANK KENOSHA	110-00-21513-000-000	09/04/15 HRLY DEDCT	20,502.71
			110-00-21511-000-000	09/04/15 HRLY DEDCT	11,374.41
			110-00-21612-000-000	09/04/15 HRLY DEDCT	11,374.22
			110-00-21614-000-000	09/04/15 HRLY DEDCT	3,094.00
			110-00-21514-000-000	09/04/15 HRLY DEDCT	3,093.77
				..... CHECK TOTAL	49,439.11
151869	9/04	ZILSKE LAW FIRM S C	520-09-50101-161-000	3/27-4/13/15 W/C	36.50
151870	9/04	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	08/15-SE PHILLIPS LA	837.60
151871	9/04	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	08/15 TD #2408 AIR C	1,068.29
151872	9/04	PAT'S SERVICES, INC.	110-05-55108-282-000	7/9-8/5 VETS PARK PO	1,344.00
			524-05-50101-282-000	7/20-8/16 GOLF CRSE	252.00
			110-05-55108-282-000	7/16-8/12 SO PIER PO	140.00
			110-05-55108-282-000	7/16-8/12 SO PIER PO	140.00
			110-05-55108-282-000	7/8-8/4 SOUTHPORT	140.00
			205-03-53119-282-000	7/14-8/10 PORTABLE T	112.00
				..... CHECK TOTAL	2,128.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151873	9/04	TOP CHOICE RENTALS	110-05-55108-219-000	PIKE RIVER	124.55
151874	9/04	CARMICHAEL COMMUNICATIONS	222-09-50101-259-000	PRTL-PB&J 201 SPNSR	5,500.00
151875	9/04	WISCONSIN WOMEN'S BUSINESS	237-06-50402-259-000	#5842280- SUBGR AGMT	146.83
151876	9/04	ACCURATE PRINTING CO., INC.	520-09-50106-311-000	08/15 TD-#10 ENVLP	59.00
151877	9/04	SOUTHPORT HEATING & COOLING	633-09-50101-241-000 633-09-50101-241-000	REPLACE CONDENS.UNIT LOW AMBIENT MOD. ..... CHECK TOTAL	2,970.00 1,900.00 4,870.00
151878	9/04	AECOM TECHNICAL SERVICES INC	420-11-51210-589-846 497-11-50102-219-846 420-11-51310-589-000 420-11-51310-589-000	7/11-8/10 GW TREAT 7/11-8/10 GW TREAT 7/11-8/7 ENVIR SUPT 7/11-8/7 R4R SUPPT ..... CHECK TOTAL	20,213.18 4,446.90 2,001.87 304.17 26,966.12
151879	9/04	MANDLIK & RHODES	501-09-50102-219-000	08/15 YW COUPON PRG	96.81
151880	9/04	VILLAGE OF PLEASANT PRAIRIE	110-00-21132-000-000	CITATION-MULLINS	25.00
151881	9/04	DOOLEY & ASSOCIATES	411-11-51502-219-000	CITY BRAND 7/1-8/12	568.74
151882	9/04	PACE ANALYTICAL	420-11-51210-589-846 420-11-51210-589-846 420-11-51210-589-846 497-11-50102-219-846 497-11-50102-219-846 497-11-50102-219-846	8/14 LAB SERVICE 8/12 LAB SERVICE 8/6 LAB SERVICE 8/14 LAB SERVICE 8/12 LAB SERVICE 8/6 LAB SERVICE ..... CHECK TOTAL	946.73 860.66 688.53 208.27 189.34 151.47 3,045.00
151883	9/04	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-246-000 110-05-55109-344-000	08/15-PA PARTS/SUPPL 08/15-PA PARTS/SUPPL ..... CHECK TOTAL	88.88 57.38 146.26
151884	9/04	CLASSIC AUTO BODY	110-02-52103-711-000	REPAIR SQUAD 3189	3,598.55
151885	9/04	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	07/15-PA LOCKS/KEYS	57.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151886	9/04	UW-ENGINEERING REGISTRATION	631-09-50101-264-000	T STUPAR 10/6-7	895.00
151887	9/04	UW-ENGINEERING REGISTRATION	631-09-50101-264-000	T STUPAR 9/14-15	1,195.00
151888	9/04	US CELLULAR	501-09-50103-226-000	08/15 SW-CELL AIRTM	18.90
			501-09-50106-226-000	08/15 SW-CELL AIRTM	2.15
				..... CHECK TOTAL	21.05
151889	9/04	CUMMINS NPOWER, LLC	520-09-50201-347-000	08/15 TD ENGINE PART	540.36
			520-09-50201-347-000	08/15 TD ENGINE PART	134.61
			520-09-50201-347-000	08/15 TD ENGINE PART	22.94
			520-09-50201-347-000	08/15 TD ENGINE PART	14.08
				..... CHECK TOTAL	711.99
151890	9/04	EMERGING COMMUNITIES CORP	420-11-51310-589-000	9/15 CONSULTING SERV	2,500.00
151891	9/04	CONSERV FS, INC.	524-05-50101-249-000	08/15 PA ATHLETIC MA	249.60
151892	9/04	HENRY SCHEIN	206-02-52205-318-000	08/15-FD MED SUPPLIE	201.44
			206-02-52205-318-000	08/15-FD MED SUPPLIE	120.95
			206-02-52205-318-000	08/15-FD MED SUPPLIE	39.21
				..... CHECK TOTAL	361.60
151893	9/04	GFOA	110-01-51101-322-000	NEWSLETTER 9/15-8/16	50.00
151894	9/04	MALSACK, J	110-09-56501-259-570	8/15 6815 14 AV-GRS	501.53
			110-09-56501-259-570	8/15 1541 25 AV-GRS	307.80
			110-09-56501-259-570	8/15 1214 61 ST-GRS	275.93
			110-09-56501-259-570	8/15 5024 47 AV-GRS	272.41
			110-09-56501-259-570	8/15 921 44 ST-GRAS	271.97
			110-09-56501-259-570	8/15 2019 61 ST-GRS	209.00
			463-11-51302-219-000	1515 52ND ST TREE	187.50
			110-09-56501-259-570	8/15 6623 20 AV-GRS	145.62
			110-09-56501-259-570	8/15 7611 28 AV-GRS	142.50
			110-09-56501-259-570	8/15 1891 15 AV-GRS	139.03
			110-09-56501-259-570	8/15 1808 85 ST-GRS	97.69
			110-09-56501-259-570	8/15 912 47 ST-GRAS	75.60
			110-09-56501-259-570	8/15 1919 38 ST-GRS	74.75
			110-09-56501-259-570	8/15 434 43 ST-GRAS	61.56
			110-09-56501-259-570	8/15 4605 8 AV-GRAS	56.05
			110-09-56501-259-570	8/15 1342 57 ST-GRS	48.29
			110-09-56501-259-570	8/15 5525 8 AV-GRAS	27.44
			110-09-56501-259-570	8/15 2103 56 ST-GRS	10.81
				..... CHECK TOTAL	2,905.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151895	9/04	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	08/15-SE PARTS/LABOR	275.98
			630-09-50101-393-000	08/15-SE PARTS/LABOR	208.41
				..... CHECK TOTAL	484.39
151896	9/04	KINDRED KITTIES	110-00-21905-000-000	BEACH HOUSE-8/23/15	300.00
151897	9/04	PROFESSIONAL AMBULANCE	110-02-52201-264-000	J POLTROCK-'15 STAR	250.00
151898	9/04	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	P.M. PROGRAM-3 OF 4	1,404.00
			520-09-50401-246-000	PM PROGRAM-3 OF 4	292.00
				..... CHECK TOTAL	1,696.00
151899	9/04	KENOSHA COUNTY TREASURER	110-00-21106-000-000	2014 TAX-3220 56 AV	2,594.87
			110-00-21106-000-000	2014 TAX-1543 24 AV	2,193.82
			110-00-21106-000-000	2014 TAX-8818 33 AV	1,928.20
			110-00-21106-000-000	2014 TAX-1020 62 ST	1,500.00
			110-00-21106-000-000	2014 TAX-5600 43 AV	900.00
				..... CHECK TOTAL	9,116.89
151900	9/04	KENOSHA COUNTY TREASURER	110-00-41125-000-000	2014 TAX-4134 25 ST	59.07
151901	9/04	JOHNSON BANK	110-00-21532-000-000	09/04/15 CITY HRLY	1,122.38
			110-00-21532-000-000	09/04/15 WATER HRLY	439.62
				..... CHECK TOTAL	1,562.00
151902	9/04	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	7/16-31/15 W/C	1,510.60
			110-09-56405-212-000	7/9-31/15 W/C	450.00
			110-09-56405-212-000	1/10-2/28/15 W/C	343.15
				..... CHECK TOTAL	2,303.75
151903	9/04	REPUBLIC SERVICES	496-11-50101-219-000	8/3-8/13 CONT SOIL	172,417.70
			496-11-50101-219-000	7/27-31 DAILY COVER	27,952.76
			496-11-50101-219-000	7/27-31 CONT SOIL	19,982.17
			496-11-50101-219-000	8/7-13 CONSTR DEBRIS	408.60
			496-11-50101-219-000	8/7-13 GW FEE	354.12
			496-11-50101-219-000	7/31 CONSTR DEBRIS	256.95
			496-11-50101-219-000	7/31 GW FEE	222.69
				..... CHECK TOTAL	221,594.99
151904	9/04	MCI SERVICE PARTS INC.	520-09-50201-347-000	08/15-TD GMC COACH P	434.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151905	9/04	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	08/15-BUS PARTS	293.47
151906	9/04	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/04/15 DEDUCTION	104.00
			110-00-21581-000-000	09/04/15 DEDUCTION	87.00
			110-00-21581-000-000	09/04/15 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
151907	9/04	APPRAISAL INSTITUTE	110-01-50901-322-000	APRS AUTO DEALERSHP	59.00
151908	9/04	UTTECH AUTO REPAIR	110-02-52203-344-000	08/15-FD VEHICLE REP	60.00
			110-02-52204-344-000	06/15-FD VEHICLE REP	15.00
				..... CHECK TOTAL	75.00
151909	9/04	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	07/15 PE LEGAL SERVI	374.00
151910	9/04	MENARDS (KENOSHA)	110-05-55109-244-000	08/15-PA MERCHANDISE	298.85
			110-05-55109-244-000	08/15-PA MERCHANDISE	61.91
			206-02-52205-344-000	08/15-FD MERCHANDISE	53.94
				..... CHECK TOTAL	414.70
151911	9/04	EHLKE, GARTZKE, BERO-LEHMANN	110-09-56405-212-000	9/1/15 W/C	670.56
151912	9/04	ZOLL MEDICAL CORPORATION	206-02-52205-318-000	INTRATHORACIC DEVICE	6,631.88
151913	9/04	KASDORF, LEWIS & SWIETLIK	520-09-50101-161-000	5/21-8/14/15 W/C	605.27
151914	9/04	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	08/15 FD #4 EXTINGUI	71.30
			110-02-52203-389-000	07/15 FD #3 EXTINGUI	58.10
				..... CHECK TOTAL	129.40
151915	9/04	WIS SCTF	110-00-21581-000-000	09/04/15 HRLY DEDCT	1,317.61
151916	9/04	CEDAR CREST	524-05-50101-397-000	08/15-GO CONCESSION	76.23
151917	9/04	QUALIFICATION TARGETS	110-02-52103-365-000	TARGETS	150.38
151918	9/04	GATEWAY TECH COLLEGE	110-02-52107-264-000	5 REG-FIELD TRNG	2,082.65
151919	9/04	SAFETY-KLEEN INC	520-09-50201-389-000	08/15-TD SOLVENT	173.38

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151920	9/04	HAPPENINGS MAGAZINE	222-09-50101-291-000	PB&J/JULY 4TH ADS	645.00
151921	9/04	CLEANCO	633-09-50101-243-000	08/15 LI JANITORIAL	970.25
151922	9/04	GILLIG CORPORATION	520-09-50201-347-000	08/15-BUS PARTS	1,761.78
			520-09-50201-347-000	08/15-BUS PARTS	1,643.95
			520-09-50201-347-000	08/15-BUS PARTS	988.48
				..... CHECK TOTAL	4,394.21
151923	9/04	RIMKUS, JASON	761-09-50101-155-000	8/15 WPS HEALTH	423.37
151924	9/04	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	08/15-TD COACH PARTS	456.92
151925	9/04	RED THE UNIFORM TAILOR	110-02-52106-367-000	08/15 PD-UNIFORMS	703.49
			110-02-52103-367-000	08/15 PD-UNIFORMS	230.94
			110-02-52206-367-000	07/15 FD-UNIFORMS	160.70
			110-02-52106-367-000	07/15 PD-UNIFORMS	121.88
			110-02-52103-367-000	08/15 PD-UNIFORMS	97.94
			110-02-52206-367-000	08/15 FD-UNIFORMS	91.74
			110-02-52206-367-000	08/15 FD-UNIFORMS	84.74
			110-02-52103-367-000	08/15 PD-UNIFORMS	83.00
			110-02-52103-367-000	08/15 PD-UNIFORMS	82.99
			110-02-52103-367-000	08/15 PD-UNIFORMS	32.99
				..... CHECK TOTAL	1,690.41
151926	9/04	BLADE SHOP	110-02-52203-344-000	08/15 FD #4 REPLACE/	400.75
151927	9/04	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	1/29/14 W/C	1,361.88
151928	9/04	SLANA, V STEPHEN, M.D.	110-09-56405-161-000	7/17/15 W/C	99.00
151929	9/04	IOD INCORPORATED	110-09-56405-161-000	8/19/15 W/C	9.26
151930	9/04	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/2/15 W/C	543.00
151931	9/04	UNITED OCC MEDICINE	110-09-56405-161-000	7/13/15 W/C	257.40
			110-00-15202-000-000	7/6/15 W/C	195.00
				..... CHECK TOTAL	452.40
151932	9/04	AURORA HEALTH CARE	110-09-56405-161-000	7/13/15 W/C	518.16
			110-09-56405-161-000	7/13/15 W/C	439.45
			110-09-56405-161-000	7/13/15 W/C	266.90
			110-09-56405-161-000	7/6/15 W/C	82.45
				..... CHECK TOTAL	1,306.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151933	9/04	GENEX SERVICES INC	110-09-56405-161-000	7/31-8/25/15 W/C	216.20
151934	9/04	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/7/15 W/C	796.94
151935	9/04	ABSOLUTE SOLUTIONS	110-09-56405-161-000	7/9/15 W/C	1,298.33
151936	9/04	KELLY, JILL LLC	110-09-56405-161-000	7/30-8/28/15 W/C	67.50
151937	9/04	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	08/15 MEDICAL DIRECT	5,912.67
151938	9/04	KARASTI, GARY	110-09-56405-161-000 110-09-56405-161-000	9/1/15 INTEREST PAID 9/1/15 MILEAGE	1,820.99 323.27
				..... CHECK TOTAL	2,144.26
151939	9/04	GUZMAN, BRIAN	110-00-21111-000-000 110-00-45103-000-000 110-00-21901-000-000	COURT PYMT S563304 FINE PYMT S563304 FINE PYMT S563304	114.00 3.97 1.03
				..... CHECK TOTAL	119.00
151940	9/04	SCARDINO, ALEXANDRIA	110-00-46581-000-000 110-00-21905-000-000	BEACHHOUSE 8/21/15 BEACHHOUSE 8/21/15	300.00 100.00
				..... CHECK TOTAL	400.00
151941	9/04	ZUELKE, DOMINIQUE	110-00-21111-000-000	COURT PYMT T535381	1.20
151942	9/04	HAUBRICH, GARY	110-00-46394-000-000	APPLIANCE STICKER	15.00
151943	9/04	BUCK, WAYDE B	521-09-50101-261-000 521-09-50101-261-000	07/15 232 MILES 08/15 148 MILES	133.40 85.10
				..... CHECK TOTAL	218.50
151944	9/04	WITT, JERALD	110-02-52103-263-000 110-02-52103-263-000 110-02-52103-263-000	8/24/15 WINNEBAGO 8/22/15 WINNEBAGO 8/14/15 WINNEBAGO	12.00 12.00 12.00
				..... CHECK TOTAL	36.00
151945	9/04	BRAGUE, DALE	110-02-52203-341-000 110-02-52203-263-000 110-02-52203-261-000	8/14/15 SUTPHEN 8/14/15 SUTPHEN 8/14/15 SUTPHEN	126.02 25.00 8.95
				..... CHECK TOTAL	159.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151946	9/04	THOMSEN, JOHN	110-02-52201-263-000	FOOD-FIRE-8/14/15	50.00
151947	9/04	KRUEGER, SCOTT	110-01-51303-144-000	TUITION-SUMMER 2015	453.60
151948	9/04	ELM, MATTHEW G.	110-02-52103-263-000	08/21/15 WINNEBAGO	12.00
151949	9/04	HAMILTON, WILLIE	110-02-52103-263-000	8/24/15 WINNEBAGO	12.00
			110-02-52103-263-000	8/23/15 WINNEBAGO	12.00
			110-02-52103-263-000	8/21/15 WINNEBAGO	12.00
				..... CHECK TOTAL	36.00
151950	9/04	HILL, RYAN	110-02-52103-263-000	8/16/15 WINNEBAGO	12.00
151951	9/04	PIE, BRANDIE	110-02-52103-263-000	8/11/15 WINNEBAGO	12.00
151952	9/04	MARSHALL, CHRISTOPHER	110-02-52103-263-000	08/22/15 WINNEBAGO	12.00
151953	9/04	GRABOT, TERRANCE	110-02-52103-263-000	08/15/15 WINNEBAGO	12.00
151954	9/04	GRIFFEY, BERNARD W	110-02-52103-263-000	08/14/15 WINNEBAGO	12.00
151955	9/04	VALERI, ANDREW J	110-02-52103-263-000	08/11/15 WINNEBAGO	12.00
151956	9/04	SORENSEN, DANIEL	110-02-52103-263-000	08/16/15 WINNEBAGO	12.00
151957	9/04	HOWARD, MARTIN	110-02-52103-263-000	8/24/15 WINNEBAGO	12.00
151958	9/04	SHESEY, RUSTEN	110-02-52103-263-000	08/21/15 WINNEBAGO	12.00
151959	9/09	WE ENERGIES	110-03-53109-221-000	08/15 STREET LIGHTS	62,539.08
			110-05-55109-221-000	08/15 STREET LIGHTS	304.95
				..... CHECK TOTAL	62,844.03
151960	9/09	RNOW, INC.	630-09-50101-393-000	07/15 PARTS/MATERLS	2,579.04
			630-09-50101-393-000	08/15 PARTS/MATERLS	1,111.57
			630-09-50101-393-000	08/15 PARTS/MATERLS	678.00
			630-09-50101-393-000	08/15 #3182 PARTS	512.60
			630-09-50101-393-000	08/15 PARTS/MATERLS	495.00
			630-09-50101-393-000	08/15 PARTS/MATERLS	145.52
			630-09-50101-393-000	07/15 PARTS/MATERLS	120.35
			630-09-50101-393-000	08/15 PARTS/MATERLS	93.14
				..... CHECK TOTAL	5,735.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151961	9/09	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	08/15 ST-ELECTRICAL	54.35
			110-03-53109-375-000	08/15 ST-ELECTRICAL	49.49
			110-03-53109-375-000	08/15 ST-ELECTRICAL	44.40
			110-03-53109-375-000	08/15 ST-ELECTRICAL	34.90
			110-03-53109-375-000	08/15 ST-ELECTRICAL	25.18
			110-03-53109-375-000	08/15 ST-ELECTRICAL	5.79
				..... CHECK TOTAL	214.11
151962	9/09	BREEZY HILL NURSERY	110-05-55108-219-000	STRAW BALES-RENDEZ	42.00
151963	9/09	GENERAL FIRE EQUIPMENT CO	422-11-51505-561-000	SQUAD EQUIPMENT	4,226.80
151964	9/09	KENOSHA WATER UTILITY	227-09-50101-223-000	5/31-7/31/15 SWU	14,950.38
151965	9/09	PAYNE & DOLAN INC.	501-09-50105-354-000	08/15 AGGREGATE MTL	7,214.10
			110-03-53103-355-000	08/15 ASPHALT MATLS	1,614.88
			110-03-53103-354-000	08/15 AGGREGATE MTL	1,451.77
			501-09-50105-354-000	08/15 AGGREGATE MTL	391.14
				..... CHECK TOTAL	10,671.89
151966	9/09	AT&T	110-02-52203-225-000	8/22-9/21 REPEATER	413.26
151967	9/09	FEDEX	110-01-51306-312-000	08/11/15 PW-WIS DOT	28.10
151968	9/09	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	08/15 FD#6 PLUMBING	505.00
151969	9/09	BELLE COFFEE SERVICE	524-05-50101-397-000	08/15 COFFEE/SUPPLIE	37.00
151970	9/09	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000	08/15 FD-JANITORIAL	700.00
151971	9/09	WASTE MANAGEMENT OF WI	110-03-53117-253-417	08/15 COMPACTR LEAS	739.96
151972	9/09	VERIZON WIRELESS	110-03-53103-226-000	08/15 PHONE SERV/AIR	1,286.85
			110-02-52101-226-000	08/15 CELL SERVICE	183.94
			110-05-55101-226-000	08/15 PHONE SERVICE	118.45
			110-01-50301-226-000	08/15 CELL SERVICE	116.82
			110-01-51301-226-000	08/15 CELL SERVICE	115.71
			631-09-50101-226-000	08/15 PHONE SERVICE	115.46
			110-03-53107-226-000	08/15 UNLMTD DATA	107.90
			501-09-50103-226-000	08/15 UNLMTD DATA	107.89
			110-01-51201-226-000	08/15 CELL SERVICE	62.72
			110-02-52201-226-000	08/15 CELL SERVICE	61.53
			110-01-50901-226-000	08/15 CELL SERVICE	60.90
			110-02-52103-226-000	08/15 CELL SERVICE	58.98
			520-09-50301-226-000	08/15 CELL SERVICE	58.41
			110-01-51601-226-000	08/15 CELL SERVICE	58.41
			110-01-51101-226-000	08/15 CELL SERVICE	58.41
			501-09-50103-226-000	08/15 PHONE SERVICE	57.78
			501-09-50101-226-000	08/15 PHONE SERVICE	57.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			521-09-50101-226-000	08/15 CELL SERVICE	57.73
			206-02-52205-226-000	08/15 CELL SERVICE	57.73
			110-01-51303-226-000	08/15 CELL SERVICE	57.73
			110-01-51102-226-000	08/15 CELL SERVICE	57.73
			110-00-15202-000-000	08/15 CELL SERVICE	57.73
			110-05-55101-226-000	08/15 PHONE SERVICE	57.73
			110-03-53116-226-000	08/15 PHONE SERVICE	57.73
			110-03-53101-226-000	08/15 PHONE SERV AIR	57.73
			110-01-51801-226-000	08/15 PHONE SERVICE	57.73
			110-02-52102-226-000	08/15 CELL SERVICE	52.36
			632-09-50101-226-000	08/15 PHONE SERVICE	49.00
			110-02-52103-226-000	08/15 CELL AIR CHGS	43.35
			205-03-53118-226-000	08/15 PHONE SERVICE	34.75
			631-09-50101-226-000	08/15 UNLMTD DATA	21.58
			501-09-50106-226-000	08/15 UNLMTD DATA	21.58
			206-02-52205-226-000	08/15 DATA PLAN 5GB	21.58
			110-03-53107-226-000	08/15 UNLMTD DATA	21.58
				..... CHECK TOTAL	3,473.26
151973	9/09	VERIZON WIRELESS	227-09-50101-219-000	7/19-8/18 KEP LINE	39.52
151974	9/09	MALSACK, J	461-11-51501-581-000	08/15 CUTTING-C	1,753.96
			463-11-51402-219-000	08/15 CUTTING-B	1,022.67
			463-11-51402-219-000	08/15 CUTTING-D	916.33
			110-09-56501-259-570	8/15 6704 21 AV-GRS	386.76
			110-09-56501-259-570	8/15 4904 16 AV-GRS	369.11
			110-09-56501-259-570	8/15 4513 17 AV-GRS	278.81
			110-09-56501-259-570	8/15 6629 24 AV-GRS	265.33
			110-09-56501-259-570	8/15 915 47 ST-GRAS	254.88
			110-09-56501-259-570	8/15 4610 17 AV-GRS	231.80
			217-06-51610-259-000	#5844272 MULCH	125.00
			110-09-56501-259-570	8/15 6626 22 AV-GRS	117.28
			110-09-56501-259-570	8/15 4813 16 AV-GRS	58.22
			217-06-51613-259-000	08/15 #5844809 MNT	40.00
			217-06-51611-259-000	08/15 #5844809 MNTC	40.00
			758-09-51608-259-000	08/15 5810 19 AVE	38.00
			758-09-51607-259-000	08/15 6105 25 AVE	38.00
			110-09-56501-259-570	8/15 5506 19 AV-GRS	26.12
			217-06-51615-259-000	08/15 #5844809 MNTC	20.00
			110-09-56501-259-570	8/15 4814 SHER-GRAS	17.10
				..... CHECK TOTAL	5,999.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151975	9/09	JENSEN TOWING	110-02-52103-219-000	08/15 15-126464 TOW	45.00
			110-02-52103-219-000	08/15 15-123911 TOW	45.00
			110-02-52103-219-000	08/15 15-122738 TOW	45.00
				..... CHECK TOTAL	135.00
151976	9/09	WRIGHT EXPRESS FSC	110-03-53109-341-000	08/15 CNG	226.50
			110-03-53103-341-000	08/15 CNG	56.62
				..... CHECK TOTAL	283.12
151977	9/09	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	08/15 TD-SHOP SUPPL	458.28
			520-09-50201-347-000	08/15 TD-SHOP SUPPL	206.60
				..... CHECK TOTAL	664.88
151978	9/09	MENARDS (KENOSHA)	110-05-55108-368-000	08/15 PA-SNOW FENCE	443.88
			110-05-55109-361-000	08/15 DREAM PLAYGRD	424.89
			110-05-55109-344-000	08/15 PA-MERCHANDISE	215.72
			110-02-52203-246-000	08/15 FD#2 MERCHNDS	153.41
			110-05-55109-244-000	08/15 PA-MERCHANDISE	82.12
			501-09-50105-344-000	08/15 ST-MERCHANDISE	42.74
			110-02-52103-235-000	08/12 PD-MERCHANDISE	34.98
			501-09-50105-344-000	08/15 ST-MERCHANDISE	24.98
			110-05-55111-235-000	08/15 PA-MERCHANDISE	5.99
	..... CHECK TOTAL	1,428.71			
151979	9/09	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	08/15 BEER/SOFT DRK	49.35
151980	9/09	KENOSHA HEATING & COOLING	217-06-51611-259-000	#5844157 DUCT CLN	375.00
151981	9/09	WHOLESALE DIRECT INC	110-02-52203-344-000	08/15 FD-PARTS/MTRL	316.04
			206-02-52205-344-000	08/15 FD-PARTS/MTRL	299.07
				..... CHECK TOTAL	615.11
151982	9/09	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/15 CONSUMABL SPL	788.85
			110-02-52203-382-000	08/15 CONSUMABL SPL	72.00
				..... CHECK TOTAL	860.85
151983	9/09	RIMKUS, JASON	761-09-50101-111-000	5-8/15 PERFORM AWD	500.00
			761-00-21514-000-000	5-8/15 PERFORM AWD	7.25CR
			761-00-21512-000-000	5-8/15 PERFORM AWD	10.00CR
			761-00-21513-000-000	5-8/15 PERFORM AWD	25.00CR
			761-00-21511-000-000	5-8/15 PERFORM AWD	31.00CR
				..... CHECK TOTAL	426.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151984	9/09	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21511-000-000	5-8/15 PERFORM AWD 5-8/15 PERFORM AWD 5-8/15 PERFORM AWD ..... CHECK TOTAL	250.00 3.63CR 15.50CR 230.87
151985	9/09	SORENSEN, DANIEL	110-02-52103-263-000	08/16/15 WINNEBAGO	12.00
151986	9/11	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-01-51802-246-000 110-09-56501-259-569 110-09-56501-259-569	08/15 2106 60 ST BOA 2210 52ND ST 08/15 915 47 ST BOAR 08/15 1511 74 ST BOA ..... CHECK TOTAL	80.00 72.12 72.12 72.12 296.36
151987	9/11	BLONER, JOHN JR	761-09-50101-316-000 761-09-50101-311-000	RNWL AVG SECURITY 1M POSTCARDS-INVITE ..... CHECK TOTAL	168.99 123.77 292.76
151988	9/11	NEW FLYER	520-09-50201-347-000 520-09-50201-347-000	08/15-BUS PARTS 08/15-BUS PARTS ..... CHECK TOTAL	101.92 23.20 125.12
151989	9/11	BREEZY HILL NURSERY	420-11-51402-583-000	SOD MAINT MOB	278.75
151990	9/11	HWY C SERVICE	520-09-50201-347-000 501-09-50106-344-000 524-05-50101-344-000 110-05-55109-344-000 524-05-50101-344-000 630-09-50101-393-000	08/15-TD PARTS/SERVI 08/15-PA SERVICE/PAR 08/15-GO SERVICE/PAR 08/15-PA SERVICE/PAR 08/15-GO SERVICE/PAR 08/15-SE SERVICE/PAR ..... CHECK TOTAL	586.35 221.92 142.69 42.61 40.82 9.41 1,043.80
151991	9/11	INTERSTATE ELECTRIC SUPPLY	633-09-50101-246-000 633-09-50101-246-000	08/15-LI ELECTRICAL 08/15-LI ELECTRICAL ..... CHECK TOTAL	40.60 24.64 65.24
151992	9/11	KENOSHA ANIMAL HOSPITAL	110-02-52106-365-000	SKUNK OFF SHAMPOO	108.24
151993	9/11	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	09/11/15 CITY HRLY 09/11/15 WATER HRLY 09/11/15 MUSEUM HRLY ..... CHECK TOTAL	8,884.00 3,065.62 15.00 11,964.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
151994	9/11	KENOSHA NEWS	110-01-50301-219-000	07/15 PRO TAN SALON	23.10
			110-01-50301-219-000	07/15 MIDWEST ALGNT	23.10
			110-01-50301-219-000	07/15 KELVIN JENKINS	23.10
			110-01-50301-219-000	07/15 PLATINUM SALN	23.10
			110-01-50301-219-000	07/15 KENOSHA TAN	22.43
				..... CHECK TOTAL	114.83
151995	9/11	LEAGUE OF WISCONSIN	110-01-50901-264-000	M HIGGINS 10/29/15	105.00
151996	9/11	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	10/15 PREMIUM	13,015.39
			110-09-56304-156-000	10/15 PREMIUM	6,565.65
			110-00-15601-000-000	10/15 PREMIUM	1,574.43
			110-00-15201-000-000	10/15 PREMIUM	908.72
			520-09-50101-156-000	10/15 PREMIUM	415.16
			110-00-15202-000-000	10/15 PREMIUM	357.91
			631-09-50101-156-000	10/15 PREMIUM	175.81
			110-00-14401-000-000	10/15 PREMIUM	116.28
			521-09-50101-156-000	10/15 PREMIUM	106.11
			520-09-50105-156-000	10/15 PREMIUM	98.93
			632-09-50101-156-000	10/15 PREMIUM	91.89
			520-09-50201-156-000	10/15 PREMIUM	47.52
			630-09-50101-156-000	10/15 PREMIUM	32.21
			501-09-50101-156-000	10/15 PREMIUM	31.02
			520-09-50301-156-000	10/15 PREMIUM	30.21
			520-09-50401-156-000	10/15 PREMIUM	28.22
			520-09-50403-156-000	10/15 PREMIUM	26.68
			501-09-50103-156-000	10/15 PREMIUM	7.40
				..... CHECK TOTAL	23,629.54
151997	9/11	BADGER TRUCK CENTER	630-09-50101-393-000	08/15 SE #2235 PARTS	36.96
151998	9/11	WILLKOMM INC., JERRY	630-09-50101-392-000	08/15-CE DIESEL FUEL	14,757.95
151999	9/11	WIS DEPT OF REVENUE	110-00-21512-000-000	08/16-31/15 DEDUCTS	109,393.25
152000	9/11	WE ENERGIES	110-05-55111-221-000	#34 07/27-08/25	3,905.63
			633-09-50101-221-000	#34 06/30-07/30	3,467.43
			110-03-53109-221-000	#34 07/27-08/25	2,481.01
			110-02-52203-221-000	#34 07/29-08/27	1,566.74
			110-03-53109-221-000	#34 07/28-08/26	1,517.95
			632-09-50101-221-000	#34 06/30-07/30	1,242.34
			110-03-53109-221-000	#34 07/28-08/24	1,087.21
			110-03-53103-221-000	#34 06/30-07/30	1,019.17
			522-05-50102-221-000	#34 07/22-08/20	932.39
			110-05-55109-221-000	#34 07/27-08/25	904.89
			110-03-53109-221-000	#34 07/23-08/23	834.55
			110-03-53116-221-000	#34 07/23-08/23	697.59
			110-03-53109-221-000	#34 07/22-08/20	581.00
			110-05-55109-221-000	#34 07/22-08/20	492.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#34 07/23-08/23	391.54
			110-05-55109-221-000	#34 07/23-08/21	377.75
			110-02-52203-221-000	#34 07/01-07/31	265.68
			110-03-53103-221-000	#34 07/28-08/28	177.02
			110-03-53109-221-000	#34 06/29-07/29	143.68
			519-09-50103-221-000	#34 07/28-08/28	81.41
			110-05-55109-222-000	#34 06/29-07/29	39.93
			110-03-53117-221-000	#34 07/23-08/23	33.94
			110-05-55109-221-000	#34 07/28-08/24	29.29
			110-05-55106-222-000	#34 07/26-08/24	25.63
			110-05-55109-221-000	#34 07/28-08/26	16.70
			522-05-50102-222-000	#34 07/22-08/20	13.04
			110-05-55109-222-000	#34 07/28-08/26	12.15
			110-05-55111-222-000	#34 07/26-08/24	9.57
			110-05-55109-222-000	#34 07/22-08/20	9.57
				..... CHECK TOTAL	22,357.08
152001	9/11	LEITCH PRINTING CORP.	110-09-56402-219-000	WILSON BRIEFS	296.14
152002	9/11	OAKES & SON, INC., A. W.	420-11-51210-589-846	EST 2 THRU 8/28/15	179,479.29
			497-11-50102-219-846	EST 2 THRU 8/28/15	36,661.46
				..... CHECK TOTAL	216,140.75
152003	9/11	AMERICAN BOTTLING CO.	524-05-50101-397-000	08/15-GO SOFT DRINKS	110.40
			524-05-50101-397-000	08/15-GO SODA	96.00
				..... CHECK TOTAL	206.40
152004	9/11	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	08/15 SE FUEL PUMP R	569.32
152005	9/11	BROOKS TRACTOR, INC.	630-09-50101-393-000	08/15 SE #2592 PARTS	1,232.75
			630-09-50101-393-000	08/15 SE #2215 PARTS	1,169.34
			630-09-50101-393-000	08/15 SE #2592 PARTS	113.16
			630-09-50101-393-000	08/15 SE #2592 PARTS	42.12
			630-09-50101-393-000	08/15 SE CREDIT PART	10.00CR
				..... CHECK TOTAL	2,547.37
152006	9/11	INLAND DETROIT DIESEL	630-09-50101-393-000	08/15-SE MATERIALS/S	423.15
152007	9/11	A & R DOOR SERVICE	501-09-50105-246-000	08/15 ST DOOR REPAIR	42.63
			110-03-53103-246-000	08/15 ST DOOR REPAIR	42.62
				..... CHECK TOTAL	85.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152008	9/11	BATTERIES PLUS LLC	630-09-50101-393-000	08/15 SE BATTERIES &	252.72
152009	9/11	CHASE BANK KENOSHA	110-00-21513-000-000	09/11/15 HRLY DEDCT	19,997.11
			110-00-21612-000-000	09/11/15 HRLY DEDCT	12,027.97
			110-00-21511-000-000	09/11/15 HRLY DEDCT	12,027.94
			110-00-21614-000-000	09/11/15 HRLY DEDCT	3,077.04
			110-00-21514-000-000	09/11/15 HRLY DEDCT	3,076.88
				..... CHECK TOTAL	50,206.94
152010	9/11	TDS	110-01-51801-227-000	09/15 PHONE SERVICE	6,173.63
			110-00-15202-000-000	09/15 PHONE SERVICE	2,143.31
			520-09-50301-227-000	09/15 PHONE SERVICE	773.61
			110-03-53103-227-000	09/15 PHONE SERVICE	544.14
			110-00-14401-000-000	09/15 PHONE SERVICE	449.95
			632-09-50101-227-000	09/15 PHONE SERVICE	394.72
			110-05-55109-227-000	09/15 PHONE SERVICE	344.60
			521-09-50101-227-000	09/15 PHONE SERVICE	344.54
			501-09-50101-227-000	09/15 PHONE SERVICE	225.94
			110-03-53116-227-000	09/15 PHONE SERVICE	204.46
			520-09-50401-227-000	09/15 PHONE SERVICE	142.35
			110-02-52108-225-000	09/15 PHONE SERVICE	132.42
			110-02-52110-227-000	09/15 PHONE SERVICE	102.87
			524-05-50101-227-000	09/15 PHONE SERVICE	95.91
			520-09-50202-227-000	09/15 PHONE SERVICE	70.79
			110-02-52203-227-000	09/15 PHONE SERVICE	68.94
			206-02-52205-227-000	09/15 PHONE SERVICE	67.60
			110-02-52108-225-000	09/15 PHONE CALLS	63.02
			110-05-55111-227-000	09/15 PHONE SERVICE	45.96
			110-02-52110-225-000	09/15 PHONE CALLS	37.35
			110-01-51801-225-000	09/15 PHONE CALLS	25.72
			110-05-55111-225-000	09/15 PHONE CALLS	6.86
			520-09-50301-225-000	09/15 PHONE CALLS	4.30
			110-03-53103-225-000	09/15 PHONE CALLS	1.58
			524-05-50101-225-000	09/15 PHONE SERVICE	.77
			632-09-50101-225-000	09/15 PHONE CALLS	.69
			501-09-50101-225-000	09/15 PHONE CALLS	.58
			110-03-53116-225-000	09/15 PHONE CALLS	.49
				..... CHECK TOTAL	12,467.10
152011	9/11	WIS DEPT OF REVENUE	110-00-21581-000-000	08/15 DEDUCTION	582.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152012	9/11	LINCOLN CONTRACTORS SUPPLY	110-03-53110-361-000	08/15 ST TOOLS AND S	39.38
152013	9/11	RASCH CONST. & ENGINEERING	405-11-51417-589-831 405-11-51317-589-830 405-11-51417-589-831	EST 4 THRU 8/3/15 EST 2 THRU 8/3/15 EST 5 THRU 8/25/15 ..... CHECK TOTAL	140,066.48 76,124.14 37,282.42 253,473.04
152014	9/11	TOP CHOICE RENTALS	405-11-51517-589-831	GENERATOR DREAM PLY	974.50
152015	9/11	AMAZING BUDABI BROTHERS	222-09-50101-259-000	8/1-2 PIKE RIVER	700.00
152016	9/11	CONCRETE SPECIALTIES CO.	403-11-51102-588-000 403-11-51102-588-000 403-11-51102-588-000	08/15 ST STRUCTURES/ 08/15 ST STRUCTURES/ 08/15 ST STRUCTURES/ ..... CHECK TOTAL	341.00 282.00 94.00 717.00
152017	9/11	DOCUMENT SALES & DIST.	110-01-51601-322-000	MANUALS-INSPECTORS	63.33
152018	9/11	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	08/15 YW PROG ADMIN 08/15 YW COUPON PRG ..... CHECK TOTAL	350.00 62.04 412.04
152019	9/11	GUTTORMSEN, HARTLEY,	110-01-50301-219-000 110-01-50301-219-000	07/15 E BISCIGLIA 07/15 R ANDERSON ..... CHECK TOTAL	180.06 112.50 292.56
152020	9/11	CICCHINI ASPHALT LLC	237-06-50407-259-000 403-11-51202-588-000 402-11-51504-586-000 501-00-21128-000-000	EST 2 THRU 7/31/15 EST 2 THRU 7/31/15 EST 2 THRU 7/31/15 ESCROW 6015 52ND ST ..... CHECK TOTAL	120,466.39 59,921.01 7,601.65 5,000.00 192,989.05
152021	9/11	FIRST ADVANTAGE	110-01-51303-219-000 520-09-50101-219-000 110-01-51303-219-000 110-01-51303-219-000	6/15-BACKGROUND CKS 5/15-BACKGROUND CKS 5/15-BACKGROUND CKS 7/15-BACKGROUND CKS ..... CHECK TOTAL	267.95 85.00 77.40 65.25 495.60
152022	9/11	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	08/26/15 MED CLAIMS 08/25/15 MED CLAIMS 07/15 SUBROGATN FEE 07/15 PRIOR YR STOP 08/28/15 MED CLAIMS 07/15 ESCHEATS 07/15 VOIDS 07/15 FINCL RECOVERY 07/15 PHARMACY ..... CHECK TOTAL	19,166.20 2,154.27 990.00 917.44 105.00 1.80CR 20.00CR 5,905.48CR 7,190.00CR 10,215.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152023	9/11	CUMMINS NPOWER, LLC	520-09-50201-347-000	08/15 TD ENGINE PART	334.10
			110-02-52203-344-000	07/15 FD PARTS/SERVI	100.00
			630-09-50101-393-000	08/15 SE #2283 PARTS	20.96
				..... CHECK TOTAL	455.06
152024	9/11	MID-STATE EQUIPMENT	521-09-50101-344-000	06/15-AR SERVICE/PAR	407.43
152025	9/11	HENRY SCHEIN	206-02-52205-318-000	08/15-FD MED SUPPLIE	1,066.01
			206-02-52205-318-000	08/15-FD MED SUPPLIE	328.41
			206-02-52205-318-000	08/15-FD MED SUPPLIE	151.71
			206-02-52205-318-000	08/15-FD MED SUPPLIE	137.43
			206-02-52205-382-000	08/15-FD MED SUPPLIE	64.17
			206-02-52205-318-000	08/15-FD MED SUPPLIE	49.92
				..... CHECK TOTAL	1,797.65
152026	9/11	B & L OFFICE FURNITURE	110-03-53101-362-000	OFFICE CHAIR	95.00
152027	9/11	JENSEN TOWING	110-02-52103-219-000	07/15-PD#3238 TOWING	15.00
152028	9/11	NATIONAL COCOA SHELL	110-05-55103-353-000	COCOA SHELL MULCH	3,613.60
			110-05-55103-353-000	PALLET CHARGE	212.40
				..... CHECK TOTAL	3,826.00
152029	9/11	INSTY-PRINTS	524-05-50101-311-000	08/15-GO CART RENT P	252.91
152030	9/11	KENOSHA COUNTY TREASURER	110-00-21106-000-000	STRAW CRK REPLACE	7,707.02
152031	9/11	KENOSHA COUNTY TREASURER	110-00-21106-000-000	2014 RE TAX-ERROR	4,000.23
152032	9/11	JOHNSON BANK	110-00-21532-000-000	09/11/15 CITY HRLY	1,122.38
			110-00-21532-000-000	09/11/15 WATER HRLY	489.62
				..... CHECK TOTAL	1,612.00
152033	9/11	CARQUEST AUTO PARTS	520-09-50201-347-000	08/15 TD PARTS & MAT	739.44
			520-09-50201-344-000	08/15 TD PARTS & MAT	703.96
			520-09-50401-347-000	08/15 TD #4609 PARTS	507.28
			520-09-50201-347-000	08/15 TD PARTS & MAT	458.04
			520-09-50201-347-000	08/15 TD PARTS & MAT	369.72
			520-09-50201-347-000	08/15 TD PARTS & MAT	259.99
			520-09-50201-347-000	08/15 TD PARTS & MAT	189.98
			630-09-50101-393-000	07/15 SE #3210 PARTS	3.68
			520-09-50201-347-000	07/15 TD PARTS & MAT	3.49
			520-09-50201-347-000	07/15 TD CREDIT PART	20.00CR
				..... CHECK TOTAL	3,215.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152046	9/11	HALLMAN LINDSAY	110-05-55109-244-000	08/15-PA PAINT/PRODU	84.31
			110-05-55109-244-000	08/15-PA PAINT/PRODU	71.33
				..... CHECK TOTAL	155.64
152047	9/11	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	08/15 SE RADIATOR RE	1,282.50
			630-09-50101-393-000	08/15 SE RADIATOR RE	382.50
				..... CHECK TOTAL	1,665.00
152048	9/11	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	10/15 PREMIUM	50,794.48
			611-09-50101-155-525	09/15 ADJUSTMENT	257.84
				..... CHECK TOTAL	51,052.32
152049	9/11	GRAINGER	521-09-50101-344-000	08/15-AR PARTS/MATER	421.35
			521-09-50101-344-000	08/15-AR PARTS/MATER	49.37
			521-09-50101-382-000	08/15-AR PARTS/MATER	26.20
				..... CHECK TOTAL	496.92
152050	9/11	TIME WARNER CABLE	520-09-50301-233-000	09/15 TRANSIT-ROADRU	139.95
			524-05-50101-219-000	09/15 GOLF CRSE MONT	34.50
				..... CHECK TOTAL	174.45
152051	9/11	INTERNATIONAL PUBLIC	110-01-51303-219-000	POLICE TEST BOOKLET	171.00
152052	9/11	CMRS/PITNEY BOWES	110-01-51306-312-000	08/26/15 POSTAGE	10,000.00
152053	9/11	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/15 FD #3 CONSUMAB	553.50
152054	9/11	STEINER ELECTRIC	110-03-53109-374-000	LUMINAIRE HALOPHANE	2,107.52
152055	9/11	RIMKUS, JASON	761-09-50101-111-000	09/01-15/15 SERVICE	1,971.70
			761-00-21514-000-000	09/01-15/15 SERVICE	28.59CR
			761-00-21599-000-000	09/01-15/15 SERVICE	98.56CR
			761-00-21512-000-000	09/01-15/15 SERVICE	98.60CR
			761-00-21511-000-000	09/01-15/15 SERVICE	122.25CR
			761-00-21513-000-000	09/01-15/15 SERVICE	227.00CR
				..... CHECK TOTAL	1,396.70
152056	9/11	PIRO, RALPH	761-09-50101-111-000	09/01-15/15 SERVICE	934.78
			761-00-21514-000-000	09/01-15/15 SERVICE	13.56CR
			761-00-21599-000-000	09/01-15/15 SERVICE	25.00CR
			761-00-21512-000-000	09/01-15/15 SERVICE	31.50CR
			761-00-21511-000-000	09/01-15/15 SERVICE	57.96CR
			761-00-21513-000-000	09/01-15/15 SERVICE	78.00CR
				..... CHECK TOTAL	728.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152057	9/11	RED THE UNIFORM TAILOR	110-02-52103-367-000	08/15 PD-UNIFORMS	333.78
			110-02-52103-367-000	08/15 PD-UNIFORMS	145.90
			110-02-52103-367-000	07/15 PD-UNIFORMS	107.80
			110-02-52206-367-000	07/15 FD-UNIFORMS	80.30
			110-02-52206-367-000	08/15 FD-UNIFORMS	41.70
			110-02-52206-367-000	07/15 FD-UNIFORMS	41.70
				..... CHECK TOTAL	751.18
152058	9/11	CARTHAGE COLLEGE	724-00-21933-000-000	HYLLBERG-SCHOLARSH	1,500.00
152059	9/11	MAGILL CONSTRUCTION CO., INC.	405-11-51317-589-823	EST 5 THRU 8/24/15	39,665.01
152060	9/11	AURORA HEALTH CARE	110-01-51303-216-000	08/15 SCREENS	546.00
			520-09-50101-216-000	08/15 SCREENS	314.00
				..... CHECK TOTAL	860.00
152061	9/11	GENEX SERVICES INC	110-09-56405-161-000	5/30-6/3/15 W/C	992.00
152062	9/11	EXAM WORKS INC	110-09-56405-161-000	9/2/15 W/C	1,675.00
152063	9/11	KELLY, JILL LLC	110-09-56405-161-000	8/13-28/15 W/C	342.67
152064	9/11	LGIP MUSEUM	110-00-21805-000-000	9/1 LEVY ALLOC	139,000.00
152065	9/11	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/11/15 DEDUCTION	23.05
152066	9/11	LIGHT OF CHRIST CHURCH	110-00-21905-000-000	BEACH HOUSE-8/29/15	300.00
152067	9/11	ST MATTHEWS EPISCOPAL CHURCH	110-00-44109-000-000	BLOCK PARTY 9/19/15	45.00
152068	9/11	CIESIELSKI, DAWN	110-00-21905-000-000	WOLFENBUTTEL 8/28/15	50.00
152069	9/11	MORROW, LUCY	110-00-21905-000-000	BENCHES 8/29/15	50.00
152070	9/11	AMBROWIAK, DANIEL	110-00-21905-000-000	BEACHHOUSE 8/30/15	300.00
152071	9/11	MEIJER	501-00-21128-000-000	ESCROW 7701 GREEN BY	5,000.00
152072	9/11	RECONSTRUCTION & REMODELING	501-00-21128-000-000	ESCROW 4416 27 ST	2,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152073	9/11	ROCKFORD CONSTRUCTION	110-00-21119-000-000	ESCROW 7701 GREEN BY	22,000.00
152074	9/11	HECKER, AMALIA D	110-00-21111-000-000	COURT PYMT V922873	10.00
152075	9/11	FRANK, MARNA	110-00-21106-000-000	2014 TAX REFUND	8.10
152076	9/11	HAMDIA, LTD	110-00-21106-000-000	2014 TAX REFUND	100.00
152077	9/11	PASSARELLI, JOSEPH	110-00-21106-000-000	2014 TAX REFUND	2.00
152078	9/11	WUOLO, DONAVAN & MARY	110-00-21106-000-000	2014 TAX REFUND	3.00
152079	9/11	SLOBODNIK, MAGDALEN AND	110-00-21106-000-000	2014 TAX REFUND	30.00
152080	9/11	WARNER, DERRICK & CATHERINE	110-00-21106-000-000	2014 TAX REFUND	265.15
152081	9/11	GORDON, FREDDA	110-00-21112-000-000	SPC ASMT REFUND	12.74
152082	9/11	HOOD, JANE OR SAMUEL	110-00-21112-000-000	SPC ASMT REFUND	6.16
152083	9/11	GREEN, GARY & KATHLEEN	110-00-21106-000-000	2014 TAX REFUND	28.00
152084	9/11	LILL, KATHY	110-00-21106-000-000	2014 TAX REFUND	1.91
152085	9/11	SPALLATO, ANTHONY	110-00-21106-000-000	2014 TAX REFUND	38.86
152086	9/11	SIMONS, RICHARD	110-00-21106-000-000	2014 TAX REFUND	5.17
152087	9/11	SWIFT, LYNDA & ALLEN	110-00-21106-000-000	2014 TAX REFUND	10.02
152088	9/11	HOWARD, KAREN	110-00-21106-000-000	2014 TAX REFUND	5.00
152089	9/11	SONTAG, JUSTINA	110-00-21106-000-000	2014 TAX REFUND	665.06
152090	9/11	GAFFEY, LUCY	110-00-21106-000-000	2014 TAX REFUND	2.52
152091	9/11	LANDMARK TITLE CORP	110-00-21106-000-000	2014 TAX REFUND	3.11
152092	9/11	WILLIAMS, ROBERT	110-00-21106-000-000	2014 TAX REFUND	663.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152093	9/11	HINSMAN REALTY INC	110-00-21112-000-000	SPC ASMT REFUND	7.17
152094	9/11	KREWSON, SHARON	110-01-51601-261-000	08/15 324 MILES	186.30
152095	9/11	LARSEN, ERIC T.	110-02-52102-219-000	INFORMANT FUND	1,000.00
152096	9/11	POLTROCK, JAMES T.	206-02-52205-344-000	FLOOR LINER	187.90
152097	9/11	ALFREDSON, DAVID G.	110-02-52107-263-000	8/19/15-WNOA GR BAY	75.00
152098	9/11	SOBBE, STACEY	110-02-52107-263-000	08/21/15 GREEN BAY	75.00
152099	9/11	DEN HARTOG, WARREN J.	110-02-52102-263-000	08/13/15 12-125766	13.00
152100	9/11	SWARTZ, MARTHA E.	110-01-51601-261-000	08/15 375 MILES	215.63
152101	9/11	DESCHLER, STEVEN H.	110-02-52107-263-000	08/21/15 GREEN BAY	75.00
152102	9/11	HECKEL, EUGENE W.	110-02-52107-263-000 245-09-50101-264-000	8/19-21 WNOA CONF(2) 2 REG FEES-9/24/15 ..... CHECK TOTAL	499.24 150.50 649.74
152103	9/11	MIKOLAS, KEVIN	110-01-51601-261-000	08/15 516 MILES	296.70
152104	9/11	WILKE, BRIAN	110-01-51601-261-000	08/15 44 MILES	25.30
152105	9/11	DEATES, PETER J	110-02-52102-263-000	8/13/15 12-125766	13.00
152106	9/11	CORREA, VICENTE	110-02-52107-263-000	08/26/15 MILWAUKEE	16.00
152107	9/11	REED, COREY	521-09-50101-263-000	OFFICE SUPPLIES	37.96
152108	9/11	CHIAPPETTA, LOUIS	110-01-51601-261-000	08/15 267 MILES	153.53
152109	9/11	BRAGUE, DALE	110-02-52203-341-000 110-02-52203-263-000 110-02-52203-261-000	8/28-SUTPHEN ENG#6 8/28-SUTPHEN ENG#6 8/28-SUTPHEN ENG#6 ..... CHECK TOTAL	30.41 25.00 8.95 64.36
152110	9/11	ALBRECHT, TREVOR	110-02-52107-263-000	08/26/15 MILWAUKEE	16.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152111	9/11	SCHAPER, KATE K.	110-02-52103-263-000	8/27/15-WINNEBAGO	12.00
152112	9/11	ZURCHER, KURT W.	110-02-52103-263-000	8/25/15-WINNEBAGO	12.00
			110-02-52103-263-000	8/24/15-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
152113	9/11	ELM, MATTHEW G.	110-02-52103-263-000	8/28/15-WINNEBAGO	12.00
152114	9/11	HAMILTON, WILLIE	110-02-52103-263-000	8/28/15-WINNEBAGO	12.00
152115	9/11	SANDERSON, AARON	110-02-52103-263-000	8/24/15-WINNEBAGO	12.00
152116	9/11	SANCHEZ, MARGARITO	110-01-51601-261-000	08/15 376 MILES	216.20
152117	9/11	KREIN, JAMES J	110-02-52103-263-000	8/23/15-WINNEBAGO	12.00
152118	9/11	GRABOT, TERRANCE	110-02-52103-263-000	8/27/15-WINNEBAGO	12.00
152119	9/11	ELDER, KATIE	631-09-50101-261-000	07-08/15 117 MILES	67.28
152120	9/11	GRIFFEY, BERNARD W	110-02-52103-263-000	8/22/15-WINNEBAGO	12.00
152121	9/11	MOORE, MICHAEL	110-01-51601-261-000	08/15 594 MILES	341.55
152122	9/11	KUFFEL, CHASE	631-09-50101-263-000	8/29-9/2 PHOENIX	71.16
			631-09-50101-263-000	8/29-9/2 PHOENIX	50.48
				..... CHECK TOTAL	121.64
152123	9/11	BISCIGLIA, PETER	110-02-52103-263-000	8/21/15-WINNEBAGO	12.00
152124	9/11	SINGH, MOHIT	110-01-51303-144-000	SUMMER 2015 TUITION	935.00
152125	9/11	NEWHOUSE, ROBERT	110-01-51601-261-000	08/15 255 MILES	146.63
152126	9/11	BAKER, ELIZABETH	110-01-50901-261-000	08/15 209 MILES	120.18
152127	9/11	PAGOULATOS, KOSTAS	110-01-51601-261-000	08/15 484 MILES	278.30
152128	9/11	RUHA, BRIAN	110-02-52103-263-000	8/22/15-WINNEBAGO	12.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152129	9/11	KROENING, DOUG	110-01-51601-261-000	08/15 228 MILES	131.10
152130	9/11	GONZALES, MARIO	110-01-51601-261-000	08/15 380 MILES	218.50
152131	9/11	KETTERHAGEN, STEVEN	110-01-51601-261-000	08/15 734 MILES	422.05
152132	9/11	DECKER, JUSTINE	501-09-50103-261-000	08/15 116 MILES	49.45
			631-09-50101-261-000	08/15 116 MILES	17.25
				..... CHECK TOTAL	66.70
152133	9/11	ARNOLDUSSEN, ANDREW	631-09-50101-261-000	08/15 219 MILES	79.35
			501-09-50103-261-000	08/15 219 MILES	46.58
				..... CHECK TOTAL	125.93
152134	9/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/15/15 CITY SAL	33,722.36
			110-00-21562-000-000	09/15/15 WATER SAL	6,611.00
			110-00-21562-000-000	9/15/15 LIBRARY SAL	4,648.50
				..... CHECK TOTAL	44,981.86
152135	9/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	9/15/15 CITY SAL	659.00
			110-00-21541-000-000	09/15/15 LIBRARY SAL	173.00
			110-00-21541-000-000	9/15/15 WATER SAL	143.92
				..... CHECK TOTAL	975.92
152136	9/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	09/15/15 CITY SAL	85,917.00
			110-00-21563-000-000	09/15/15 WATER SAL	40.00
				..... CHECK TOTAL	85,957.00
152137	9/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	09/15/15 H TOLBERT	235.16
152138	9/15	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	09/15/15 SAL DEDUCT	4,190.00
152139	9/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	09/15/15 SAL DEDUCT	960.00
152140	9/15	JOHNSON BANK	110-00-21532-000-000	09/15/15 CITY SAL	27,042.77
			110-00-21532-000-000	09/15/15 WATER SAL	3,340.25
			110-00-21532-000-000	09/15/15 LIBRARY SAL	1,125.00
				..... CHECK TOTAL	31,508.02
152141	9/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/15/15 DEDUCTION	743.00
			110-00-21581-000-000	09/15/15 DEDUCTION	400.00
				..... CHECK TOTAL	1,143.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152142	9/15	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	09/15/15 DEDUCTION	251.26
152143	9/15	WIS SCTF	110-00-21581-000-000	09/15/15 SAL DEDUCTS	10,508.29
152144	9/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	09/15/15 SAL DEDUCT	375.00
GRAND TOTAL FOR PERIOD *****					2,587,375.38