

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Council Chambers - Room 200 - Kenosha Municipal Building**  
**Monday, October 7, 2013**  
**7:00 P.M.**

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

Approval of the minutes of the meeting held September 16, 2013.  
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. Ordinance by the Mayor - To Amend Subsection 1.056 paragraph 4 (of the Code of General Ordinances) regarding Eligibility for Appointment to City Boards, Commissions, Authorities and Committees.
- A.2. Ordinance by the Mayor - To Amend Subsection 30.10 A. Regarding Filing of Complaints and to Repeal and Recreate Subsection 30.15 (of the Code of General Ordinances) Regarding Liability of Complainant for Costs and Expenses. (Also referred to Finance, Public Works, Stormwater Utility, Public Safety & Welfare, and Licensing/Permit Committees and Ethics Board)
- A.3. Resolution by the Mayor - Awarding Sale of Taxable General Obligation Promissory Notes, Series 2013A.

TO THE PUBLIC WORKS COMMITTEE

- A.4. Ordinance by Alderperson Chris Schwartz - To Repeal and Recreate Subsection 7.05 c. (of the Code of General Ordinances) Regarding Parking Limits. (Also referred to Public Safety & Welfare Committee)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.5. Conditional Use Permit for a 12,941 s.f. multi-tenant building to be located at 3203-80th Street. (Festival Foods Outlot) (District #14)
- A.6. Conditional Use Permit for a tattoo parlor to be located at 715-57th Street. (Talulah Tattoo) (District #2)
- A.7. Petition to Rezone property at 1821-65th Street from B-2 Community Business District to RG-1 General Residential District in conformance with Section 10.02 (of the Zoning Ordinance). (Marks) (District #8)
- A.8. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 z. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Estes) (District #1)
- A.9. Petition to Rezone properties at 3803 and 3809 Seventh Avenue from IP Institutional Park to RG-1 General Residential in conformance with Section 10.02 (of the Zoning Ordinance). (Estes) (District #1)
- A.10. Zoning Ordinance by Alderperson Jesse Downing - To Create Subsection 3.17 A.15 D. (of the Zoning Ordinance for the City of Kenosha) regarding Miscellaneous Retail and Services Uses.

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

- B.1. Special Exception Request from the Eight Hundred forty (840) Square Foot Size Limitation and Sixteen-foot Height Restriction in Order to Construct an Eight Hundred Seventy-five (875) Square-foot, Twenty-four-and-one-half-foot (24 ½') High Accessory Structure at 6323-7th Avenue. (Property Owner/Petitioner: Michael Herrmann; Zoning Designation RG-2) (District #2) (PSW - Ayes 3, Noes 0) **PUBLIC HEARING** **Pages 1-23**
- B.2. Fence Code (Section 16 of the Zoning Ordinance) Special Exception Request to Retain a Five-foot Privacy Fence Installed in the Front Yard; Petitioner: Jon & Jeanne Casadont; Location: 10834-61st Street. (District #17). **PUBLIC HEARING** **Pages 24-41**
- B.3. Approval of the following applications per list on file in the Office of the City Clerk:
- a. \_\_\_\_\_ Operator's (Bartender's) license(s).
  - b. \_\_\_\_\_ Transfer of Agent Status of Beer and/or Liquor license(s).
  - c. \_\_\_\_\_ Special Class "B" Beer and/or Special "Class B" Wine license(s).
  - d. \_\_\_\_\_ Taxi Driver license(s). **Pages 42-43**

**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. Applications for new Operator's (Bartender's) licenses, with a recommendation from the City Attorney to grant, subject to:
- 20 demerit points:
    - a. Jorge Delgado Gonzalez
    - b. Gianni Mantuano
    - c. Jasmin Pollock
  - 40 demerit points:
    - d. Ashok Patel
  - 60 demerit points:
    - e. Hussein Asad
- (L/P - recommendation pending) **HEARING** **Pages 44-48**
- C.2. Application of Javier Salinas for a new Operator's (Bartender's) license, with a recommendation from the City Attorney to defer. (L/P - recommendation pending) **HEARING** **Pages 49-51**
- C.3. Application of Ketan Patel for a new Operator's (Bartender's) license, with a recommendation from the City Attorney to defer. (L/P - recommendation pending) **HEARING** **Pages 52-54**

- C.4. Applications for new Operator's (Bartender's) licenses, with a recommendation from the City Attorney to deny, based on material police record:  
a. Phillip Palmer  
b. Antonio Peoples  
c. Ryan Street  
d. Carlos D. Mendoza  
(L/P - recommendation pending) **HEARING** [Pages 55-66](#)
- C.5. Application of Joseph Conforti for a new Operator's (Bartender's) license, with a recommendation from the City Attorney to deny, based on material police record. (L/P - recommendation pending) **HEARING** [Pages 67-69](#)
- C.6. Application of Jessica Lambin for a new Operator's (Bartender's) license, with a recommendation from the City Attorney to deny, based on material police record. (L/P - recommendation pending) **HEARING** [Pages 70-74](#)
- C.7. Applications for new Taxi Driver's Licenses, with a recommendation from the City Attorney to approve, subject to:  
- 60 demerit points:  
a. Thomas Rocklaw  
- 70 demerit points:  
b. Mickela Henry  
(L/P - recommendation pending) **HEARING** [Pages 75-76](#)
- C.8. Application of Scott Poskus for a new Taxi Driver's License, with a recommendation from the City Attorney to defer. Applicant needs to provide additional documentation. (L/P - recommendation pending) **HEARING** [Pages 77-87](#)
- C.9. Application of Los Taquitos, Inc., Adrian Viveros, Agent, for a Class "B" Beer/"Class B" Liquor License located at 2105-22nd Avenue (Los Taquitos) to be effective October 8, 2013, with no adverse recommendations. (District #5) (L/P - recommendation pending) **HEARING** [Pages 88-92](#)
- C.10. Application of Sam's Corporation, Sameer Zahran, Agent, for a Class "A" Retail Beer Only License located at 5439-22nd Avenue (Sam's Grocery Store) to be effective November 1, 2013, with no adverse recommendations. (District #7) (L/P - recommendation pending) **HEARING** [Pages 93-97](#)
- C.11. Application of Skybox of Kenosha, LLC, Mark Gerber, Agent, for a Class "B" Beer/"Class B" Liquor License located at 2901-60th Street (Skybox Bar & Grill) to be effective October 8, 2013, upon surrender of a similar license from Cento Anni, LLC, with no adverse recommendations. (District #3) (L/P - recommendation pending) **HEARING** [Pages 98-104](#)

- C.12. Application of Skybox of Kenosha, LLC (Skybox Bar & Grill, 2901-60th Street) for Outdoor Extension of the Class "B" Beer/"Class B" Liquor License, with a request to change the closing hours to midnight, with no adverse recommendations. (District #3) (L/P - recommendation pending) **HEARING Pages 105-110**
- C.13. Applications for Temporary Outdoor Extensions on October 12, 2013, with no adverse recommendations:  
a. Traci Peterson (Hattrix, 2425-60th Street) (District #3)  
b. Dishes to Die For, Inc. (TG's Restaurant & Pub, 4120-7th Avenue) (District #1)  
(L/P - recommendation pending) **HEARING Pages 111-118**
- C.14. Application of Dishes to Die For, Inc. (Theresa Revis, Agent) for an Outdoor Area Waiver of Cabaret and/or Amplified Music License located at 4120-7th Avenue (TG's Restaurant & Pub) on October 12, 2013, with no adverse recommendations. (District #1) (L/P - recommendation pending) **HEARING Page 119**
- C.15. Application of Skybox of Kenosha, LLC (Skybox Bar & Grill, 2901-60th Street) for a Yearly Cabaret License (2013-2014 Term), with no adverse recommendations. (District #3) (L/P - recommendation pending) **HEARING Pages 120-121**
- C.16. Application of Holly Cadirci for an Amusement and Recreation Enterprise Supervisor License, with a recommendation from the City Attorney to defer two weeks. (District #2) (L/P - recommendation pending) **HEARING Pages 122-123**
- C.17. Application of Armando De La Rosa for a Peddler Stand License, located at the southwest corner of 54th Street and 6th Avenue, to be effective for the term of October 1, 2013 through September 30, 2014, with no adverse recommendations. (District #2) (L/P & PW - recommendations pending) **HEARING Page 124**

#### **D. ORDINANCES 1<sup>st</sup> READING**

- D.1. By the Mayor - To Amend Subsection 17.02 B. (of the Code of General Ordinances) entitled "Specific Words and Phrases", To Repeal and Recreate Subsection 17.12 C. entitled "Building Permits", To Renumber Subsections 17.12 D. and E. as 17.12 E. and F. respectively and To Create Subsection 17.12 D. entitled "Temporary Certificate of Occupancy". (CP - Ayes 9, Noes 0; PW - recommendation pending) **Pages 125-128**

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

## **F. ORDINANCES 2<sup>nd</sup> READING**

- F.1. By Committee on Public Safety and Welfare - To amend Section 7.125 (of the Code of General Ordinances) Entitled "Streets Controlled by Yield Signs" by Rescinding Therefrom the Yield Sign on 15th Avenue at its Intersection with 79th Street; and, To Amend Section 7.12 c (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding Stop Signs on 15th Avenue and 16th Avenue Before Entering the Intersection with 79th Street. (PSW-Ayes 4, Noes 0) (District #12) **PUBLIC HEARING** [Pages 129-136](#)

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

- G.1. By the Mayor - To Repeal and Recreate Subparagraph 8.03 C.1. regarding elevation determination, Paragraph 8.03 D. regarding post foundation survey, and Subparagraph 8.04 A.3 regarding Certificate of Occupancy (of the Zoning Ordinance for the City of Kenosha). (CP - Ayes 7, Noes 0; PSW - Ayes 5, Noes 0) **PUBLIC HEARING** [Pages 137-139](#)

## **H. RESOLUTIONS**

- H.1. Resolution by the Committee on Finance - To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$5,048.72 for Trash and Debris Removal. (Fin. - recommendation pending) **HEARING** [Pages 140-143](#)
- H.2. Resolutions by the Committee on Finance - To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
- a. Boarding and Securing - \$268.12
  - b. Grass and Weed Cutting - \$10,909.91
  - c. Property Maintenance Reinspection Fees - \$6,530.00
  - d. Trash and Debris Removal - \$295.00
  - e. Unpaid Permit Fees - \$340.00
  - f. Zoning/Building Reinspection Fees - \$792.00
- (Fin. - recommendation pending) **HEARING** [Pages 144-166](#)
- H.3. Resolution by the Committee on Finance - To Amend the City of Kenosha Capital Improvement Program for 2013 By Creating SW-13-009 "Recreational Water Quality Improvements" in the Amount of \$150,000 With Outside Funding from a Great Lakes Restoration Initiative Grant in the Amount of \$150,000 for a Net Change of \$0. (SWU & Fin. - recommendations pending) [Page 167](#)

- H.4. Resolution by Alderperson David F. Bogdala – To Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104th Avenue. (Fin. & PW - recommendations pending) (Deferred 09/16/13) **Pages 168-172**
- H.5. Resolution by Alderperson Michael J. Orth – To Subname 39th Avenue from 60th Street to 67th Street as “Veterans Way”. (PW - recommendation pending) **Pages 173-175**
- H.6. Resolution by Alderperson Kevin E. Mathewson - To Amend the City (of Kenosha) Capital Improvement Program for 2013 by Decreasing PK-03-001 “Park Renovations” in the Amount of \$15,000 and to Create Capital Improvement Line Item PK-03-002 “Roosevelt Park Playground Equipment” in the Amount of \$15,000 for a Net Change of \$0. (Park-As Amended - Ayes 3, Noes 0) (Fin. - recommendation pending) **Pages 176-179**
- H.7. Resolution by Alderperson G. John Ruffolo - To Urge the Mayor to Include within the 2014 Budget a Sum Sufficient to Implement Locating a Med Unit at Fire Station 6. (PSW - Ayes 3, Noes 0) **Pages 180-181**
- H.8. Resolution by the Mayor - To Approve the Route of the Streetcar System Expansion and to Commence Project Design and Engineering. (Deferred 09/16/13) (PW – Ayes 3, Noes 1; Transit Comm. - Ayes 5, Noes 1) **Pages 182-184**
- H.9. Resolution by the Mayor; Co-Sponsor: Alderperson Michael J. Orth – To Urge the Board of Park Commissioners to Suspend Construction of a Dog Park in Southport Park. (Park Comm.-As Amended - Ayes 2, Noes 1) **Page 185**
- H.10. Initial Resolution by the Mayor - Authorizing the Borrowing of Not To Exceed \$18,200,000 to Finance Projects in Tax Incremental District No. 16; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Fin. - recommendation pending) **Page 186**
- H.11. Resolution by the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of 38th Street and 120th Avenue. (KTR WIS III, LLC/Project Onyx) (District #16) (CP – Ayes 9, Noes 0; PW – recommendation pending) **Pages 187-194**
- H.12. Resolution by the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of Green Bay Road and Washington Road. (Kenosha Pointe) (District #5) (CP - Ayes 9, Noes 0; PW – recommendation pending) **Pages 195-201**

- H.13. Resolution by the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #8, (City of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes). (District #16) (CP - Ayes 7; Noes 0; Fin. - recommendation pending) **Pages 202-229**
- H.14. Resolution by the Mayor - To Assign New Ward Polling Places and Combine Ward Polling Places For Voting Purposes. (Fin. - recommendation pending) **Pages 230-236**

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

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. Agreement by and between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City of Kenosha for Beach Restoration for Simmons Island and Eichelman Beaches. (Park Comm. - Ayes 3, Noes 0; SWU & Fin. - recommendations pending) **Pages 237-246**
- K.2. Approval of Grant Agreement Between the State of Wisconsin Department of Natural Resources and the City (of Kenosha) for the Kenosha Harbor Feasibility Study. (Park Comm.- Ayes 3, Noes 0; Fin. - recommendation pending) **Pages 247-255**
- K.3. Access and Indemnification Agreement between the City of Kenosha and Old Carco Liquidation Trust regarding the repair of a section of the wastewater treatment system at the former Chrysler Engine Plant at 5555-30<sup>th</sup> Avenue. (Fin. - recommendation pending) **Pages 256-258**
- K.4. Approval of Lease Agreement by the City of Kenosha, the Board of Parks Commissioners, and Kenosha County for a Proposed Public Safety Communication Tower in Nash Park. (District 11) (Park and Fin. - recommendations pending) **Pages 259-278**
- K.5. Development Grant Agreement between the City of Kenosha, KTR WIS III, LLC, and Amazon.com.dedc, LLC (Tax Incremental District No. 16). (Fin. - recommendation pending) **Pages 279-310**

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

- L.1. Disbursement Record #17 - \$12,559,266.89. (Fin. - recommendation pending) **Pages 311-339**

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

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

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

- O.1. Conditional Use Permit for a 1,017,879 s.f. distribution center to be located at the northeast corner of 38th Street and 120th Avenue (KTR WIS III, LLC/Project Onyx). (District #16) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pages 340-398**
- O.2. Conditional Use Permit for a 10,498 s.f. multi-tenant building to be located at the northeast corner of Green Bay Road and Washington Road (Kenosha Pointe). (District #5) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pages 399-422**
- O.3. Request to Amend the Conditional Use Permit for Festival Foods at 3207-80<sup>th</sup> Street to add a drive-thru service lane (Festival Foods). (District #14) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pages 423-435**
- O.4. Conditional Use Permit for three new self-storage facilities to be located at 4217 Green Bay Road (Barth Storage). (District #16) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pages 436-449**
- O.5. Request to Amend the Conditional Use Permit for a 5,177 s.f. restaurant with a drive-thru to be located at 12214-75th Street (McDonald's). (District #16) (CP - Ayes 9, Noes 0) **PUBLIC HEARING Pages 450-464**

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

- P.1 Claim of Stuart Sabath. (Fin. - recommendation pending) CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session. **In Packet (Mailbox)**
- P.2 Claim of Mark McCray v. City of Kenosha. (Fin. - recommendation pending) CLOSED SESSION: The Common Council may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding the claim. The Common Council will reconvene into open session. **In Packet (Mailbox)**

P.3. Claim of Michael Gayan & Jamie Holmes. (Fin. - recommendation pending)  
CLOSED SESSION: The Common Council may go into Closed Session,  
pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel  
regarding the claim. The Common Council will reconvene into open session.  
**In Packet (Mailbox)**

- 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  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
Monday, September 16, 2013**

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

The meeting was called to order at 7:00 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Schwartz, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Mathewson, Rosenberg, Gordon, Bostrom, Wilson, Prozanski, Orth, Downing and Bogdala. Alderperson Kennedy arrived during Citizens Comments. Alderperson Haugaard arrived during discussion of item F1.

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

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

It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to approve the minutes of the meeting held September 4, 2013.

Motion carried unanimously.

**MATTERS REFERRED TO THE COMMITTEES BY THE MAYOR**

TO THE FINANCE COMMITTEE AND PARK COMMISSION - PROPOSED RESOLUTION - SPONSOR: ALDERPERSON KEVIN E. MATHEWSON - TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013

BY DECREASING PK-03-001 "PARK RENOVATIONS" IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 "ROOSEVELT PARK PLAYGROUND EQUIPMENT" IN THE AMOUNT OF \$15,000 FOR A NET CHANGE OF \$0

TO THE PUBLIC SAFETY & WELFARE COMMITTEE – RESOLUTION - SPONSOR: ALDERPERSON G. JOHN RUFFOLO - TO URGE THE MAYOR TO INCLUDE WITHIN THE 2012 BUDGET A SUM SUFFICIENT TO IMPLEMENT LOCATING A MED UNIT AT FIRE STATION 6.

TO THE PARK COMMISSION – RESOLUTION BY MAYOR AND ALDERPERSON ORTH – TO URGE THE BOARD OF PARK COMMISSIONERS TO SUSPEND CONSTRUCTION OF A DOG PARK IN SOUTHPORT PARK.

Diana Kanecki, John Doyle, Joan Wilk, Virginia Hoekstra, Violet Ricker, Mike Bobula, Bill Jordan, Terry Scheve, Paul McDonough, Kurt Wicklund, Margaret Heller, and Louis Rugani spoke during Citizens Comments.

**A. REFERRALS**

**TO THE COMMITTEE ON FINANCE**

A.1. Resolution by the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes. (District #16) (Also referred to Finance)

**TO THE PUBLIC WORKS COMMITTEE**

A.2. Resolution by the Mayor - To approve a Three-Lot Certified Survey Map for property at the northeast corner of 38th Street and 120th Avenue. (Project Onyx) (District #16) (Also referred to City Plan Commission)

A.3. Resolution by the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of Green Bay Road and Washington Road. (Kenosha Pointe) (District #5) (Also referred to City Plan Commission)

A.4. Ordinance by the Mayor - To Amend Subsection 17.02 B. (of the Code of General Ordinances) entitled "Specific Words and Phrases", To Repeal and Recreate Subsection 17.12 C. entitled "Building Permits", To Renumber Subsections 17.12 D. and E. as 17.12 E. and F. respectively and to Create Subsection 17.12 D. entitled Temporary Certificate of Occupancy. (Also referred to City Plan Commission)

A.5. Resolution by Alderperson Michael J. Orth - To Subname 39th Avenue from 60th Street to 68th Street as "Veterans Way". (District #15)

**TO THE CITY PLAN COMMISSION**

A.6. Ordinance by the Mayor - To Create Subsection 18.02 y. (of the Zoning Ordinance) to Amend the Land Use Plan

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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Map for the City of Kenosha: 2035. (KTR Capital Partners) (District #16)

A.7. Ordinance by the Mayor - Petition to Rezone a portion of the property at the northeast corner of 38th Street and 120th Avenue from C-2 Lowland Resource Conservancy District to M-2 Heavy Manufacturing in conformance with Section 10.02 (of the Zoning Ordinance). (KTR Capital Partners) (District #16)

A.8. Conditional Use Permit for a 1,017,879 s.f. distribution center to be located at the northeast corner of 38th Street and 120th Avenue. (Project Onyx) (District #16)

A.9. Conditional Use Permit for a 10,498 s.f. multi-tenant building to be located at the northeast corner of Green Bay Road and Washington Road. (Kenosha Pointe) (District #5)

A.10. Request to Amend the Conditional Use Permit for Festival Foods at 3207 80th Street to add a drive-thru service lane. (Festival Foods) (District #14)

A.11. Conditional Use Permit for three new self-storage facilities to be located at 4217 Green Bay Road. (Barth Storage) (District #16)

A.12. Request to Amend the Conditional Use Permit for a 5,177 s.f. restaurant with a drive-thru to be located at 12214 75th Street. (McDonald's) (District#16)

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

B.1. It was moved by Alderperson Kennedy, seconded by Alderperson Downing, to approve:

a. 26 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

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

c. There were no application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve request of Armando DeLaRosa (DeLaRosa's Food Truck) to retain the location of his peddler stand at the southwest corner of 54th Street and 6th Avenue for the period of September 22, 2013 to September 30, 2013 (additional 8 days). (Original application approved effective April 22, 2013; additional 30 days approved effective May 22, 2013, June 22, 2013, July 22, 2013 and August 22, 2013). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

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

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

- 20 demerit points:

a. Valarie Kraitz

- 40 demerit points:

b. Arielle Romano

c. Kylie Chamblee

- 80 demerit points:

d. Nidal Hammad

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

C.2. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve application of Steven Varnado for a new Operator's (Bartender) license, subject to 95 demerit points. A hearing was held. The applicant was present and spoke. On roll call vote, motion carried (12-4) with Alderpersons Bostrom, Bogdala, Ruffolo and Mathewson voting nay (Alderperson Haugaard not present for vote).

C.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to deny the following applications for new Taxi Driver's License, based on: material police record:

a. Portia Prince-Pickens

b. Damian Pavlovich

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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c. Steven Varnado

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

C.4. It was moved by Alderperson Ohnstad, seconded by Alderperson Wilson, to approve application of Walgreen Company, Heidi Hurt-Stix, Agent, for a Class "A" Retail Beer Only License located at 3820 - 52nd Street, (Walgreens #03153), to be effective September 17, 2013, with no adverse recommendations. A hearing was held. Heidi Hurt-Stix and Robert Hilber representing Walgreens were present and spoke. On roll call vote, motion carried (10-6) with Alderpersons Kennedy, Bostrom, Downing, Schwartz, Michalski and Juliana voting nay (Alderperson Haugaard not present for vote).

C.5. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve application of Walgreen Company, Rebecca Heroux, Agent, for a Class "A" Beer/"Class A" Liquor License located at 7525 Sheridan Road, (Walgreens #12413), to be effective September 17, 2013, with no adverse recommendations. A hearing was held. Rebecca Heroux and Robert Hilber were present and spoke. On a voice vote, motion carried.

C.6. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to Approve application of Public Craft Brewing Co., LLC, for a Public Entertainment License located at 716 - 58<sup>th</sup> Street, Public Craft Brewing Co., with no adverse recommendations. The applicant was present and spoke. On a voice vote, motion carried.

C.7. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve application of TNT's Paddy O' Pub, LLC (Heather Bobst, Agent) for a Daily Cabaret License located at 5022 - 7th Ave. (Paddy O' Pub) on September 20, 2013, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.8. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve application of TNT's Paddy O' Pub, LLC (Heather Bobst, Agent) for an Outdoor Area Waiver of Cabaret and/or Amplified Music located at 5022 - 7th Ave. (Paddy O' Pub) on September 20, 2013, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.9. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve application of Bridget Pucci (Finney's Lounge, 2208 - 60th Street) for an Amusement and Recreation Enterprise Supervisor License, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

**D. ORDINANCES 1ST READING**

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

D.1. By Committee on Public Safety and Welfare - To amend Section 7.125 (of the Code of General Ordinances) Entitled "Streets Controlled by Yield Signs" by Rescinding Therefrom the Yield Sign on 15th Avenue at its Intersection with 79th Street; and, To Amend Section 7.12 c (of the Code of General Ordinances) Entitled, "Stop Streets" by Adding Stop Signs on 15th Avenue and 16th Avenue Before Entering the Intersection with 79th Street.

On a voice vote, motion carried.

**E. ZONING ORDINANCES 1ST READING**

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to send the following ordinance on its way:

E.1. By the Mayor - To Repeal and Recreate Subparagraph 8.03 C.1. regarding elevation determination, Paragraph 8.03 D. regarding post foundation survey, and Subparagraph 8.04 A.3 regarding Certificate of Occupancy (of the Zoning Ordinance for the City of Kenosha.)

On a voice vote, motion carried.

**F. ORDINANCES 2ND READING**

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

F.1. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to adopt (as recommended by the Licensing/Permit Committee-option #2) the proposed ordinance by Alderperson Jesse Downing – To Repeal, Recreate and Renumber Various Subsections of 10.03 and 10.063 (of the Code of General Ordinances for the City of Kenosha) Regarding Demerit Points. A public hearing was held. No one spoke for or against said ordinance.

F.1.1. It was then moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia to defer until the second meeting in October. On a voice vote, motion carried.

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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F.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to adopt Ordinance 38-13 - by Alderperson Michael J. Orth – To Repeal and Recreate Section 13.035.B.2 (of the Code of General Ordinances for the City of Kenosha) Regarding Peddler's Stands Operation. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted.

F.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Downing to adopt Ordinance 39-13 - by the Mayor - To Amend Subsection 9.07 A. to Establish a Retaining Wall Application Fee, To Amend Subsection 9.07 B. and to Require Payment for Permit Fees at the time of Application, and Repeal and Recreate Section 9.26 (of the Code of General Ordinances) regarding the Application for a Retaining Wall Permit. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted.

**G. ZONING ORDINANCES 2ND READING**

G.1. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia to adopt Ordinance 40-13 - by the Mayor - To Rezone Property Located at the Northeast Corner of 120th Avenue and 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District (in Conformance with Section 10.02 of the Zoning Ordinance) (Next Partners I, LLC) A public hearing was held. One (1) person spoke in favor of said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted (Alderperson Mathewson not present for vote).

**H. RESOLUTIONS**

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

H.1. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia to adopt Resolution 126-13 - Resolution by the Finance Committee – to Correct Resolution 96-13 (Corrected Resolution #56-13 for Hazardous Sidewalk and/or Driveway Approaches). (Project 12-1208 Sidewalk & Curb/Gutter Program) On roll call vote, motion carried unanimously (Alderperson Mathewson not present for vote).

H.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy to adopt Resolutions by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:

a. 127-13 - Boarding and Securing in the Total Amount of \$2,566.81

b. 128-13 - Grass and Weed Cutting in the Total Amount of \$20,046.62

c. 129-13 - Property Maintenance Reinspection Fees in the Total Amount of \$4,652.00

A hearing was held. No one spoke. On roll call vote motion to approve Resolutions 127-13, 128-13 and 129-13 carried unanimously (Alderperson Mathewson not present for vote).

H.3. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to adopt Resolution 130-13 - Resolution by The Mayor – to Approve a New Labor Agreement for 2012-2014 Between the City of Kenosha and ATU, Local #998. On roll call vote, motion carried unanimously (Alderperson Mathewson not present for vote).

H.4. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad to adopt Resolution 131-13 - Resolution by the Mayor - To Create Tax Incremental District #16, City of Kenosha, Wisconsin, Under Section 66.1105(4)(gm), Wisconsin Statutes.

H.4.1. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson to take a 5 minute recess. On roll call vote, motion failed (8-9) with Alderpersons Haugaard, Bostrom, Bogdala, Schwartz, Michalski, Ruffolo, Mathewson and Rosenberg voting yes.

On roll call vote, motion to approve Resolution 131-13 carried unanimously.

H.5. It was moved by Alderperson Downing, seconded by Alderperson Juliana to adopt Resolution 132-13 - Resolution by the Mayor - To Adopt a Project Plan for Tax Incremental District #16, City of Kenosha, Wisconsin, Under Section 66.1105 (4)(g), Wisconsin Statutes. On roll call vote, motion carried (16-1) with Alderperson Juliana voting nay.

H.6. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to defer the proposed Resolution - by the Mayor - To Approve the Route of the Streetcar System Expansion and to Commence Project Design and Engineering for three (3) weeks. On a voice vote, motion carried.

H.7. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson, to approve the proposed resolution by Alderperson David F. Bogdala – to Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104th Avenue.

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

H.7.1. It was then moved by Alderperson Prozanski, seconded by Alderperson to Ohnstad to defer for three (3) weeks. On roll call vote, motion carried (10-7) with Alderpersons Kennedy, Bostrom, Downing, Bogdala, Ruffolo, LaMacchia and Mathewson voting nay.

H.8. It was moved by Alderperson Kennedy, seconded by Alderperson Lamacchia, to approve Resolution 133-13 - by Alderperson Scott N. Gordon, Co-Sponsors: Alderpersons Rocco J. LaMacchia, Sr., Jesse Downing, Curt Wilson, Daniel Prozanski, Jr., Jan Michalski, Patrick A. Juliana, Chris Schwartz, Anthony Kennedy, Michael J. Orth, Keith W. Rosenberg and Tod Ohnstad - To Urge The Governor To Approve The Casino Proposed For The City Of Kenosha, as amended by the Finance Committee and on the Alderpersons desks this evening: *BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of this resolution to Governor Scott Walker, State Senator Robert Wirch, Representatives Peter Barca, Tod Ohnstad, Samantha Kerkman, Cory Mason, all members of the Kenosha County Board, Congressman Paul Ryan, Senator Tammy Baldwin, Racine County Executive Jim Ladwig, Village of Pleasant Prairie President John Steinbrink, Somers Town Board Chairperson Ben Harbach, Mt. Pleasant Village Board of Trustees, and Kenosha County Executive Jim Kreuser.*

On roll call vote motion to approve Resolution 133-13 carried (16-1) with Alderperson Bogdala voting nay.

H.9. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve Resolution 134-13 - by Alderperson Steve Bostrom, Co-Sponsor: Alderperson Rocco LaMacchia, Sr. - To Become A Partner In The Food For Learning Project And Authorize And Instruct The City Administrator Or His Designee To Establish Guidelines And Offers Of Contribution From The City Of Kenosha To The Food For Learning Project as amended by the Finance Committee – by striking “use of City owned trailers and other equipment” from the last paragraph.

H.9.1. It was then moved by Alderperson Bostrom, seconded by Alderperson LaMacchia to hold a public hearing. On a voice vote, motion carried. Two (2) people spoke in favor.

On roll call vote, motion to approve Resolution 134-13, as amended, carried unanimously.

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

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

I.1. Appointment of Peter Shaw Johnson, (7316-22nd Avenue, Kenosha), to the Historic Preservation Commission for a term which will expire June 1, 2015.

I.2. Reappointment of Alderman Eric Haugaard, (3818-5th Avenue), Kenosha, to the Transit Commission for a term which will expire June 7, 2016.

On roll call vote, motion carried unanimously.

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve Award of Contracts for Projects:

a. Award of Contract for Project 13-1013 CDBG Resurfacing (CDBG Portion - 13th Court – 43rd Street to 42nd Street, 41st Street - 22nd Avenue to 21st Avenue) (Alternate II Portion - 70th Street - 39th Avenue to 40th Avenue, Lincoln Road Intersections) to Stark Asphalt (Milwaukee, Wisconsin) in the amount of \$904,000.

b. Award of Contract for Project 13-1213 Waste Division Roof Repair (1001 50th Street) to Carlson Racine Roofing (Racine, Wisconsin) in the amount of \$60,000.

c. Award of Contract for Project 13-2002 Overpass Painting Phase III (1200 block Washington Road, 1300 block 50th Street and 1300 65th Street) to Mill Coatings, Inc. (Suamico, Wisconsin) in the amount of \$130,000.

d. Award of Contract for Project 13-1025 56th Street Resurfacing (56th Street – Sheridan Road to 13th Avenue) to Cicchini Asphalt, LLC (Kenosha, Wisconsin) in the amount of \$562,000.

On roll call vote, motion carried unanimously.

**K. OTHER CONTRACTS AND AGREEMENTS**

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

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

L.1. Change Order for Project 13-1208 Sidewalk & Curb/Gutter Program (Citywide Locations).

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, September 16, 2013**

**Keith G. Bosman, Mayor**

**Debra L. Salas, City Clerk**

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L.2. Change Order for Project 13-1025 56th Street Resurfacing (56<sup>th</sup> Street - 13<sup>th</sup> Avenue to Sheridan Road).

L.3. Disbursement Record #16 - \$22,486,985.02.

On roll call vote, motion carried unanimously.

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

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

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

O.1. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve Proposed Historical Artifact Listing - Matthew O'Neil Celtic Cross at 6604 7th Avenue. A public hearing was held. No one spoke. On roll call vote, motion carried unanimously.

O.2. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve Conditional Use Permit for a 70-unit apartment complex to be located at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) A public hearing was held. One person spoke in favor. On roll call vote, motion carried unanimously.

O.3. It was moved by Alderperson Mathewson seconded by Alderperson LaMacchia, to approve request to Amend the Conditional Use Permit for a new public safety communication tower at 6210 60th Street. (Kenosha County/Nash Park) A public hearing was held. One person spoke against. On roll call vote, motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved and seconded by adjourn at 9:37 pm  
On a voice vote, motion carried.

Approved:

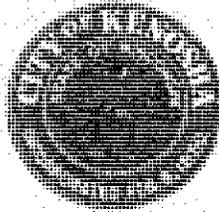
**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK/TREASURER**

Planning & Zoning  
Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections  
Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

TO: Members of the City of Kenosha Public Safety and Welfare Committee  
Members of the City of Kenosha Common Council

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

SUBJECT: Special Exception from the Eight Hundred Forty (840) Square Foot Size Limitation and Sixteen-foot Height Restriction in Order to Construct an Eight Hundred Seventy-five (875) Square-foot, Twenty-four-and-one-half-foot (24 1/2') High Accessory Structure at 6323 Seventh Avenue; Zoning Ordinance: 3.08 F; Property Owner/Petitioner: Michael Herrmann; Zoning Designation: RG-2 (District 2)

DATE: September 26, 2013

The property owner is requesting a Special Exception to Section 3.03 D.4.d of the Zoning Ordinance which requires the total square footage of all accessory buildings on one and two-family residential properties does not exceed 840 square feet or fifteen percent (15%) of the lot size (whichever is less). In this case, the 840 square foot requirement is more restrictive. The property owner is requesting to build an 875 square-foot detached garage that would exceed the 840 square-foot size limitation.

The property owner is also requesting a Special Exception to Section 3.09 E of the Zoning Ordinance which requires the maximum height of all accessory structures be no greater than sixteen feet (16'). The property owner is requesting a height of twenty-four and one-half feet (24.5')

Section 3.03 F of the Zoning Ordinance allows the property owner to request a Special Exception from the Common Council upon review and recommendation of the Public Safety and Welfare Committee (PSW). The Common Council may grant a Special Exception for an accessory building up to 1,000 square feet in size. The standards for the Special Exception are as follows:

- a. The architectural appearance of the proposed structure shall be harmonious with the existing existing structure. (The applicant will use brick and composite shingles to match the house)
- b. Relief cannot be contrary to covenants associated with the subject property. (There are no covenant restrictions associated with the property.)
- c. A maximum of two (2) accessory buildings and/or structures are allowed. (Construction of the proposed structure shall comply with the requirement, as there will only be one (1) accessory structure installed on the property.
- d. Accessory structures shall not exceed the height of the principal dwelling, or twenty-five feet (25') in height in residential districts. (The proposed twenty-four-and-one-half-foot (24 1/2') height will comply with exception criteria. The house is thirty-four feet (34') in height)

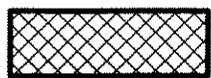
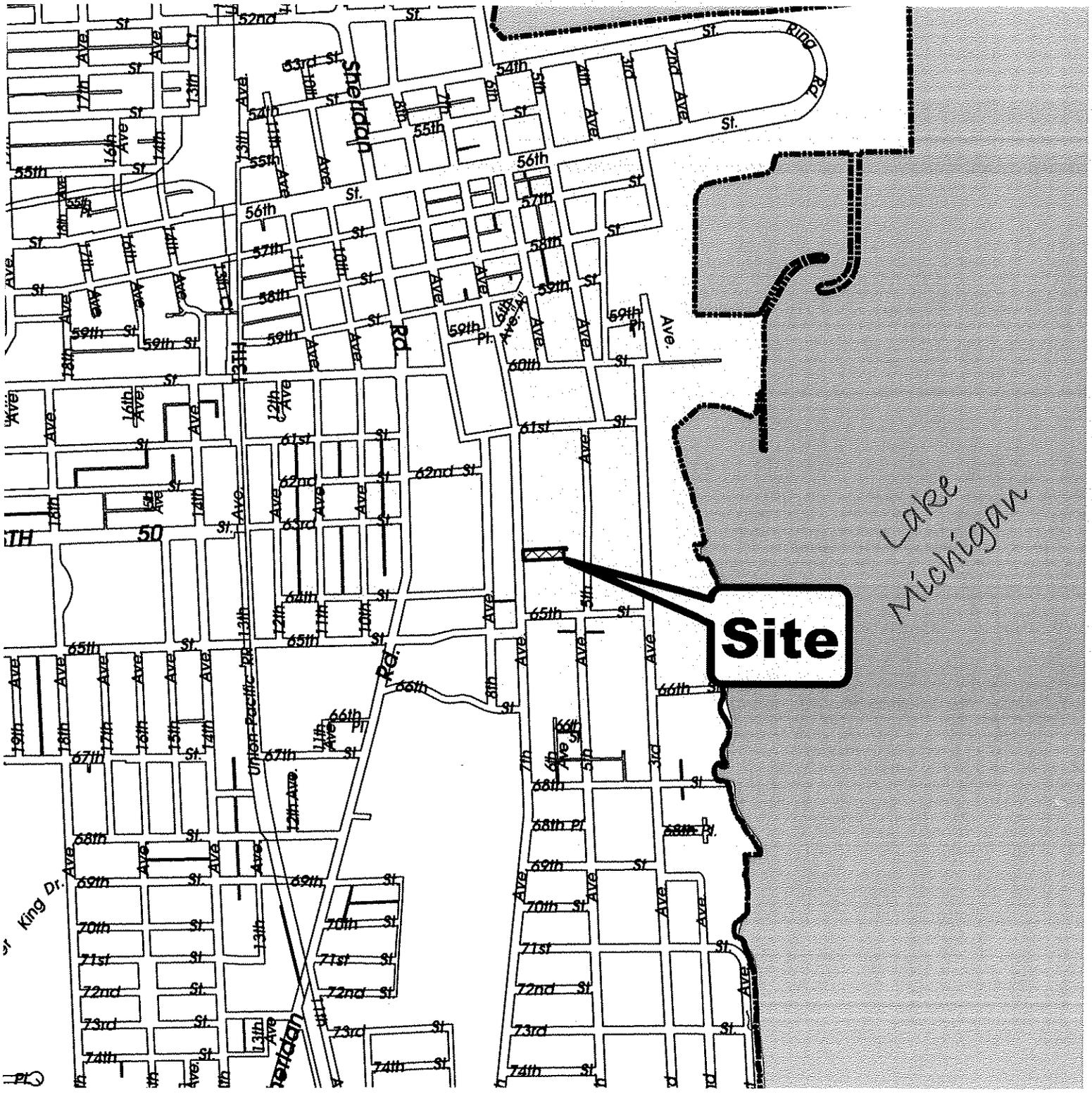
- e. The Zoning Ordinance allows the construction of residential accessory structures up to 840 square feet on the subject parcel. (The petitioner is proposing to construct an 875 square-foot accessory building. The structure will not exceed the 80% threshold of the principal structure, which is 1,368 square feet.)
- f. The doors shall not exceed the maximum height of nine feet (9'). (The doors will be eight feet (8') in height, which complies with this requirement.)
- g. The applicant will ensure that the drainage and/or stormwater runoff conforms with local and state standards.
- h. The owners of property within 100' are to be notified of the application. (Notices were sent to the owners, as required.)

Recommendation:

Staff recommends approval of the Special Exception.

# City of Kenosha

## Vicinity Map Special Exception to Accessory Building Size Limit



Subject Property:  
6323 7th Avenue



0 200 400 600 800 1,000  
Feet





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

Office Use Only:

## APPLICATION FOR ACCESSORY BUILDING PERMIT

**Permit Fees:**

New Construction: \$180.00 (\$60.00 Building Permit Fee, \$60.00 Building Plan Review Fee, and \$60.00 Zoning Plan Review Fee)  
 Repair to Existing: \$60.00

You will be notified when your permit is ready; please do not submit payment with permit application.

Project Address 6323 7th Ave

Property Owner Michael Herrmann

\*Contractor N/A

Mailing Address 6323 7th Ave

Mailing Address \_\_\_\_\_

City Kenosha State WI Zip 53143

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( 262 ) 764-1932

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

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

\*Note to Contractor: Please see attached "State Licensing Requirements."

Estimated Cost \$ 30,000

Project Name (if commercial or multi-family property): \_\_\_\_\_

Corner Lot: Yes \_\_\_\_\_ No X

Square Footage of Accessory Building 850

Accessory Building Size: 25' by 35' Height 24.5'

Setbacks in feet  
 from property lines: Front 129.7' Rear 126.3' Left 2' Right 46.7'

CHECK ONE:  One-family  Two-family  Multi-family  Commercial

Indicate type of accessory building:  Garage  Shed  Gazebo  Greenhouse  Pavilion  
 Other \_\_\_\_\_  Tent - (Specify dates for tent: From \_\_\_\_\_ To \_\_\_\_\_)

Is an existing garage or shed being torn down?  Yes  No (If garage or shed is 500 sq. ft. or greater, a raze permit application must be completed and submitted with this permit application)

**Office Use Only:** Zoning \_\_\_\_\_ Zoning Review/Approval \_\_\_\_\_

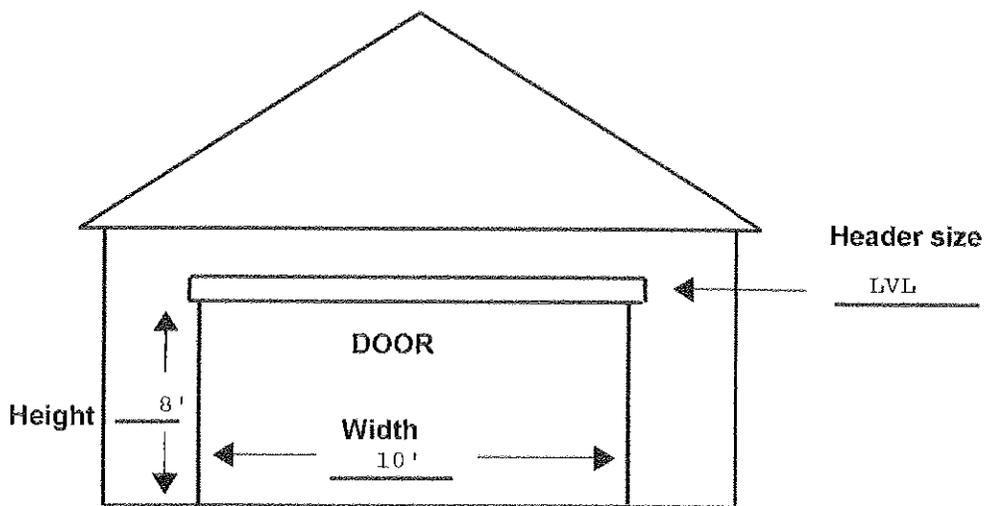
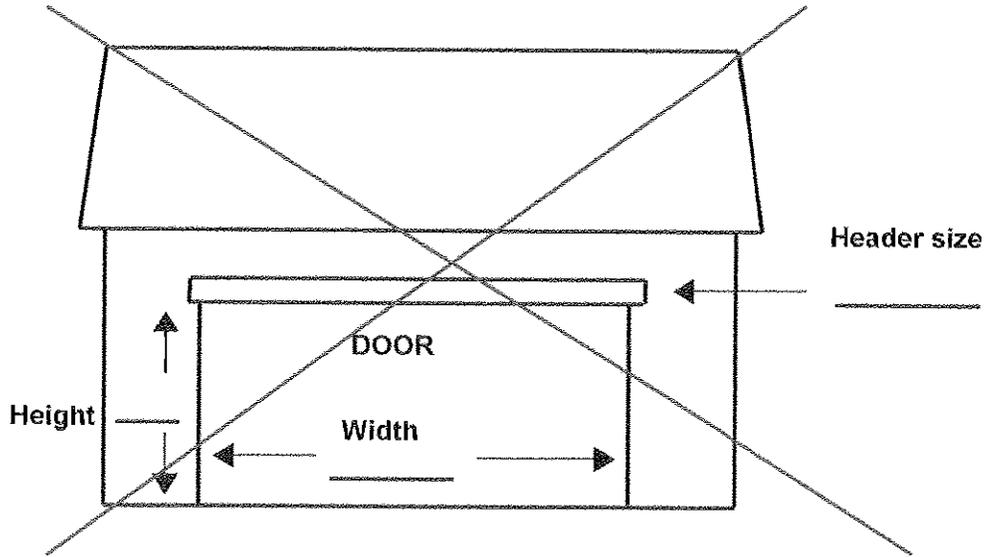
*I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all of the permit information herein is accurate. 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: 9-6-13

City of Kenosha

APPLICATION FOR  
ACCESSORY PERMIT

Page Four

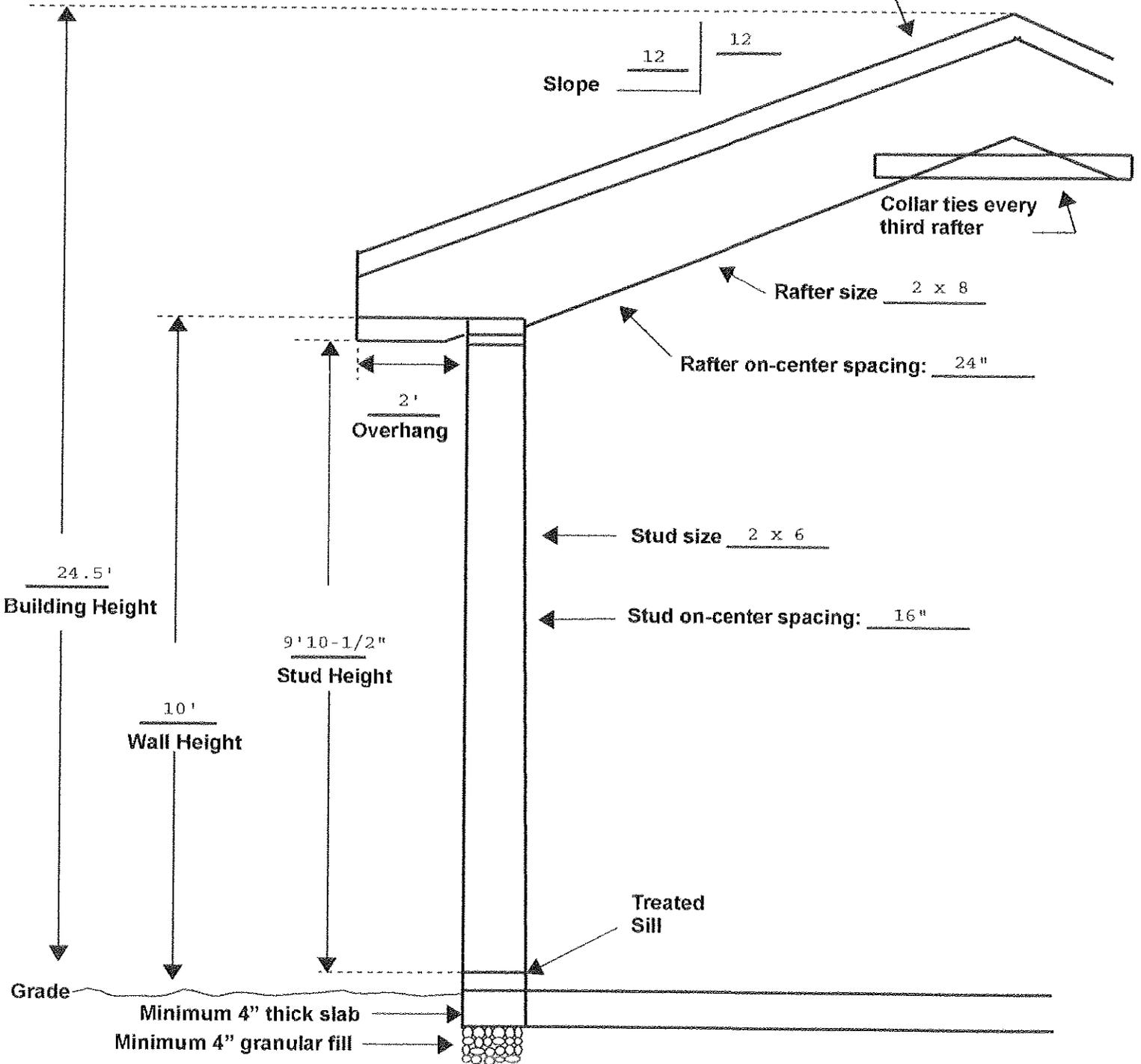


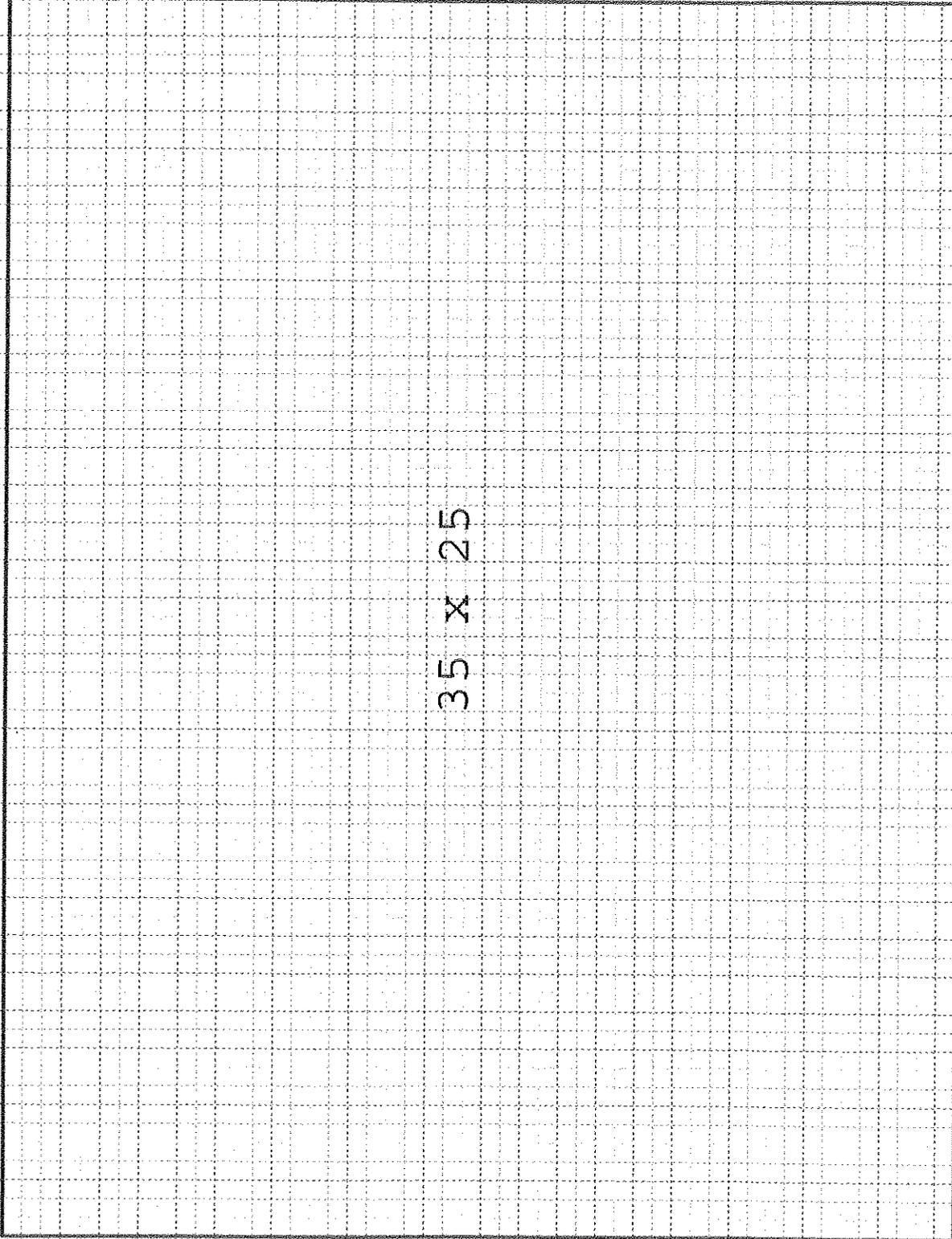
Note: There will be two garage doors of this dimension.

City of Kenosha  
APPLICATION FOR  
ACCESSORY PERMIT  
Page Three

Check One:

- Trusses
- Rafters





35 x 25

Mike Herrmann

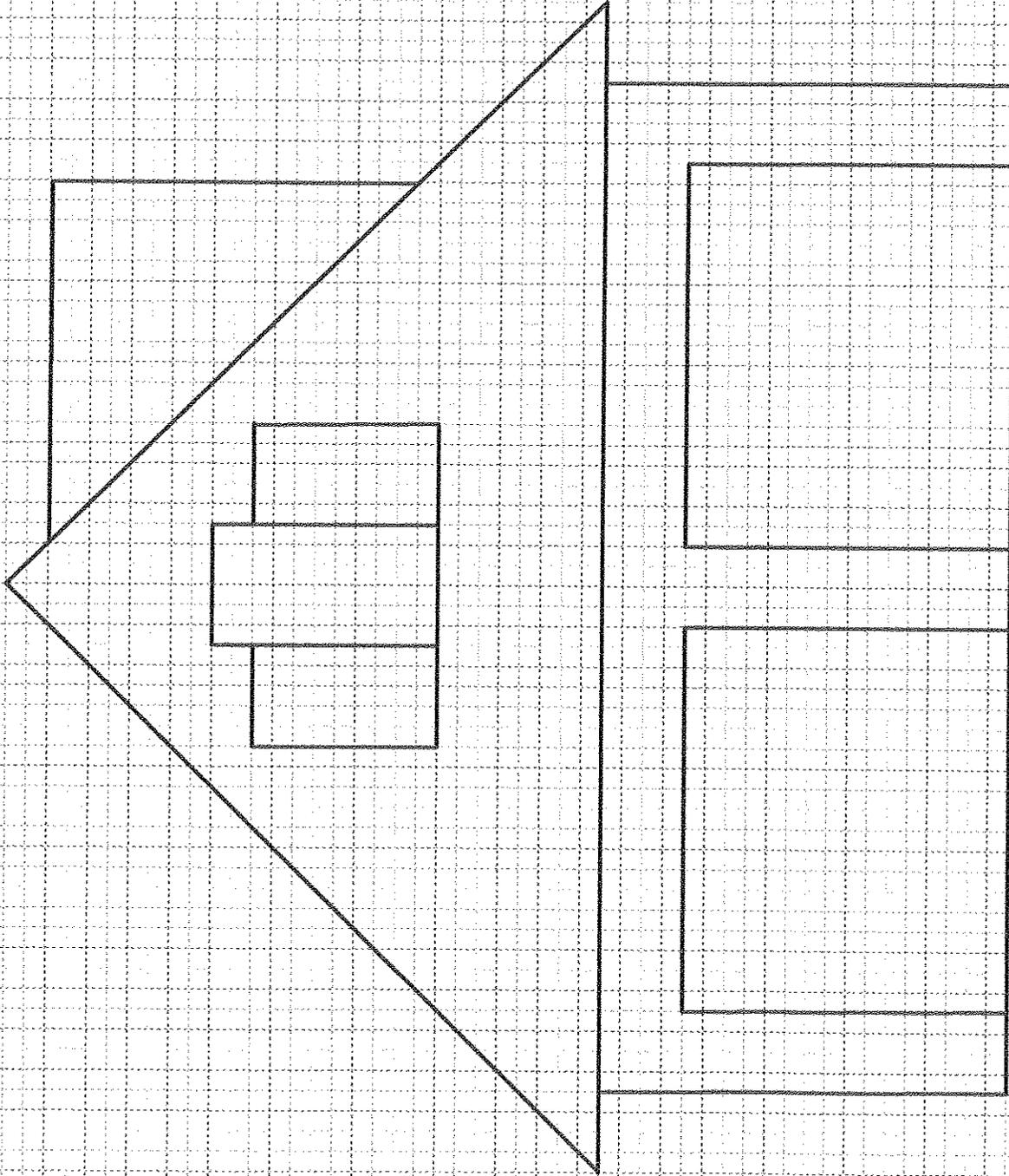
"Garage - Plan View"

6323 7<sup>th</sup> Ave

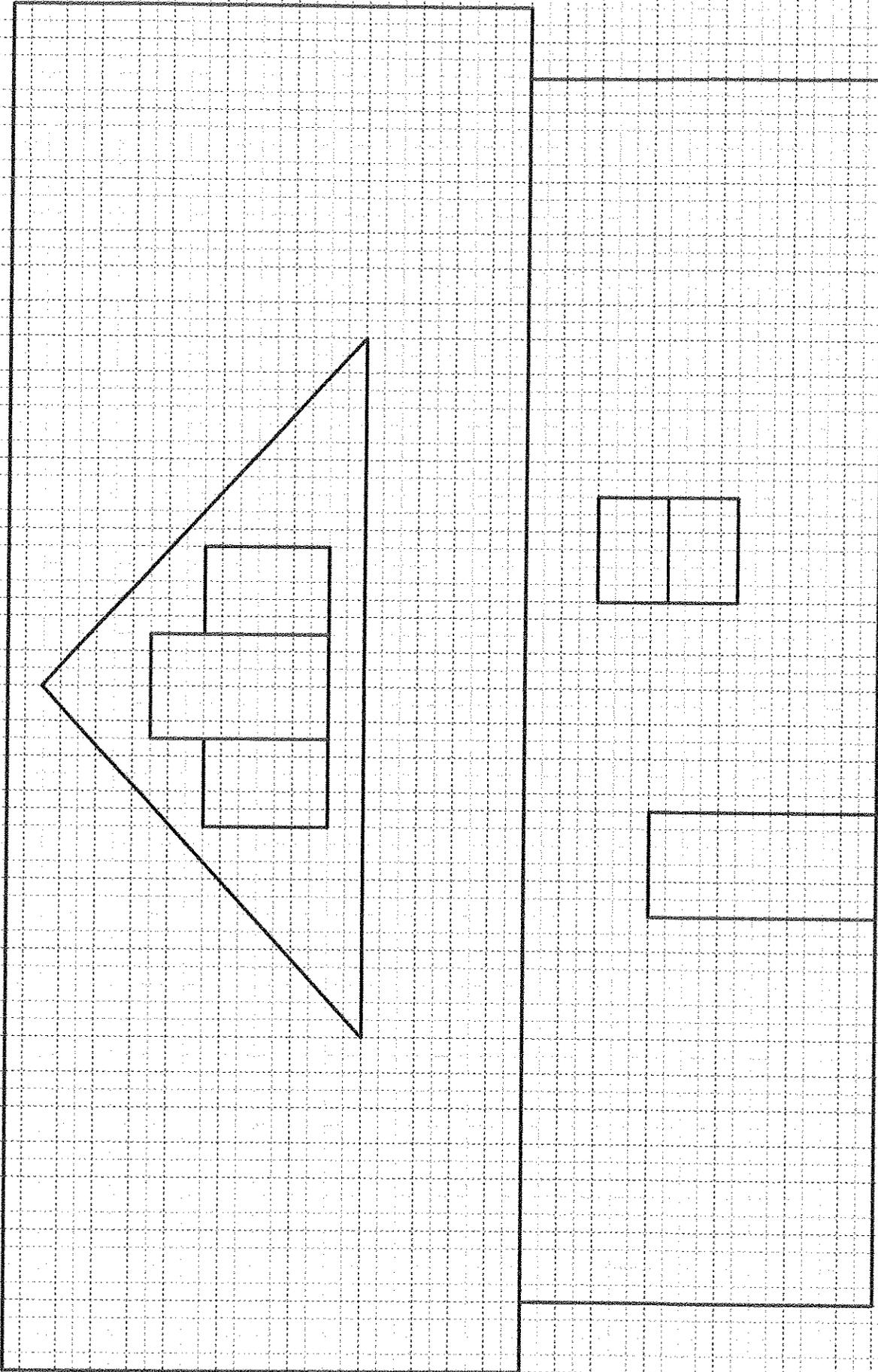
Kenosha, WI 53143

Date: Sep 6, 2013

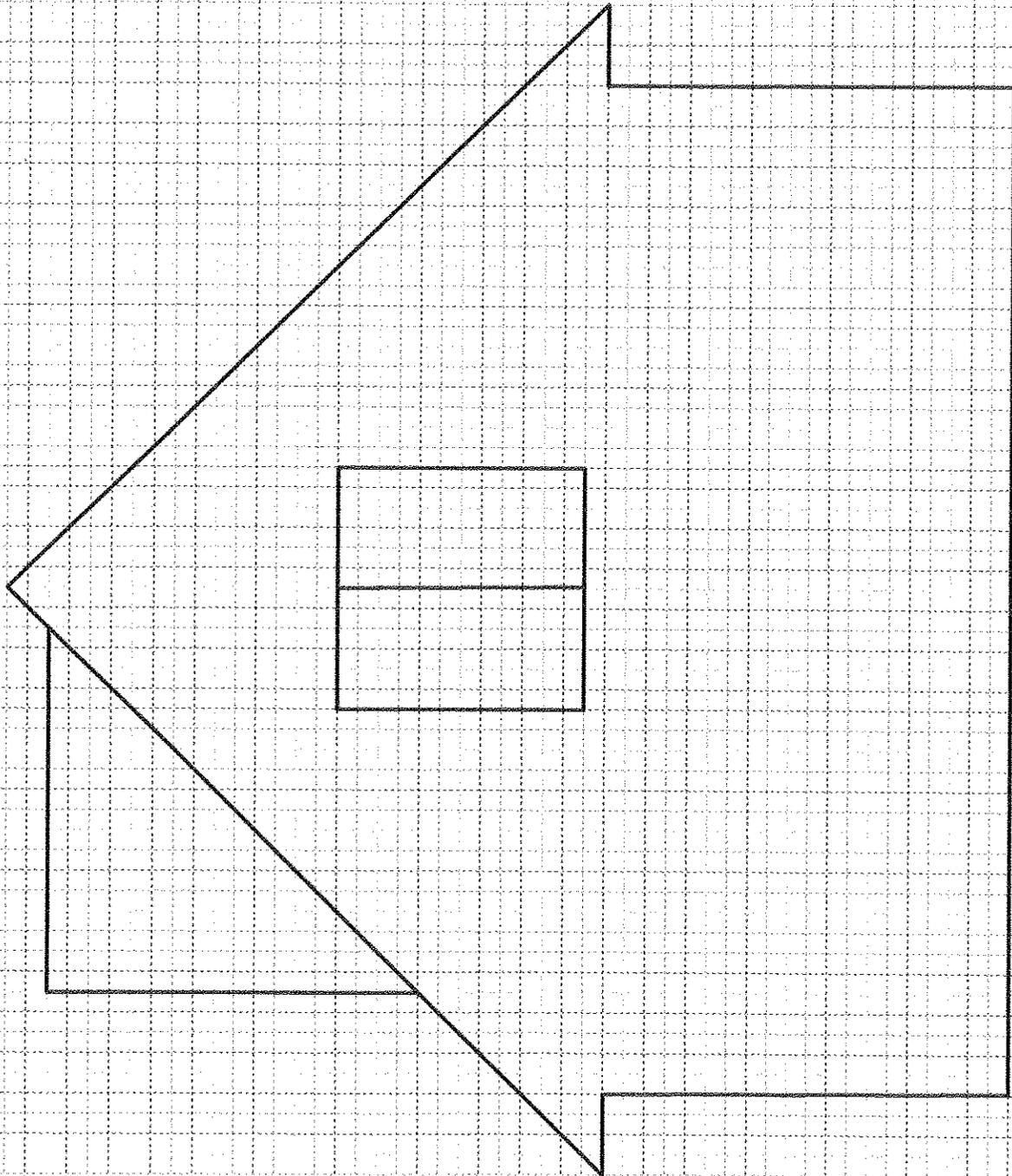
Scale: 1/4 inch = 1ft



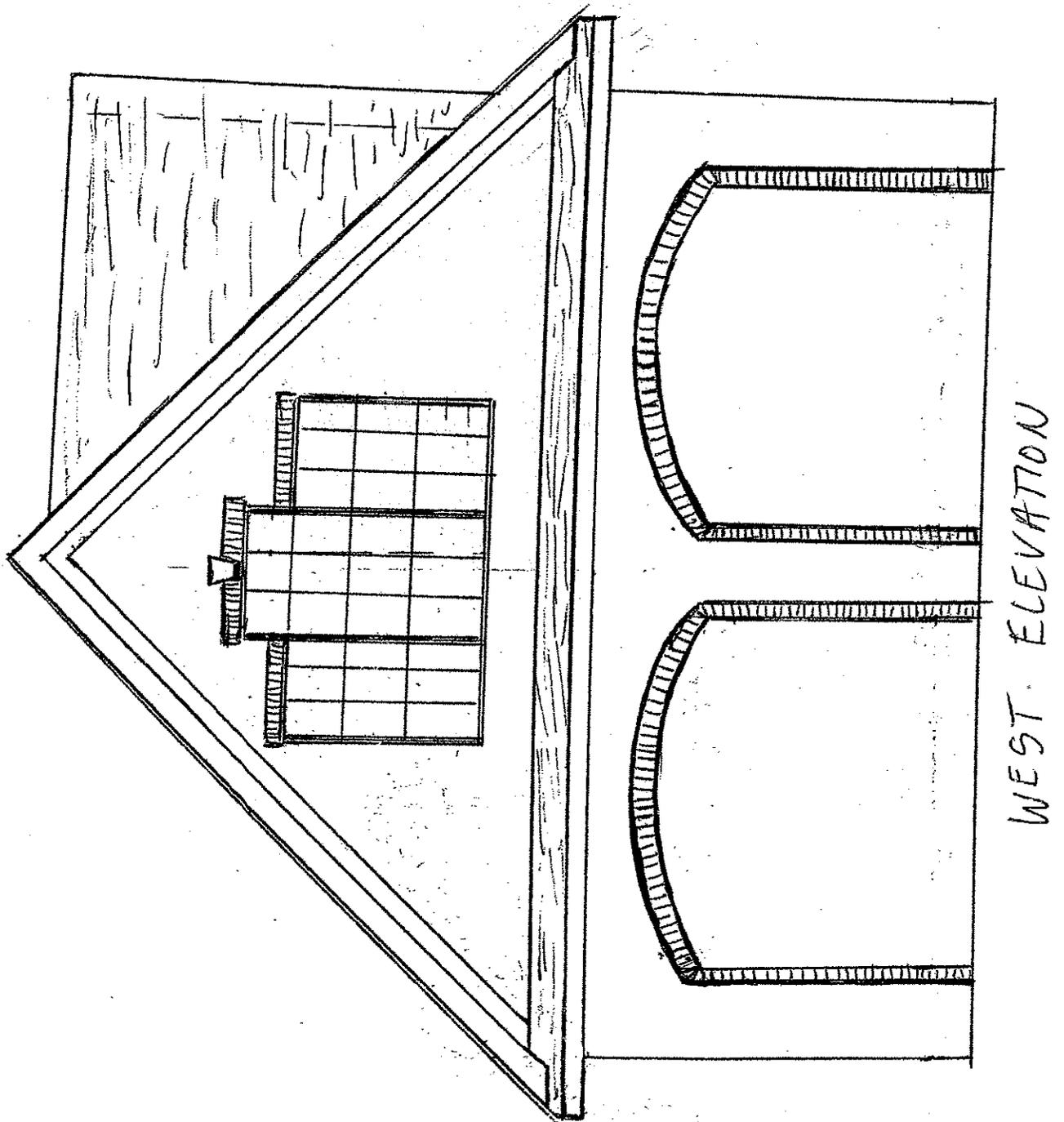
Mike Herrmann  
"Garage – Front – West Wall"  
6323 7<sup>th</sup> Ave  
Kenosha, WI 53143  
Date: Sep 6, 2013      Scale: 1/4 inch = 1 ft

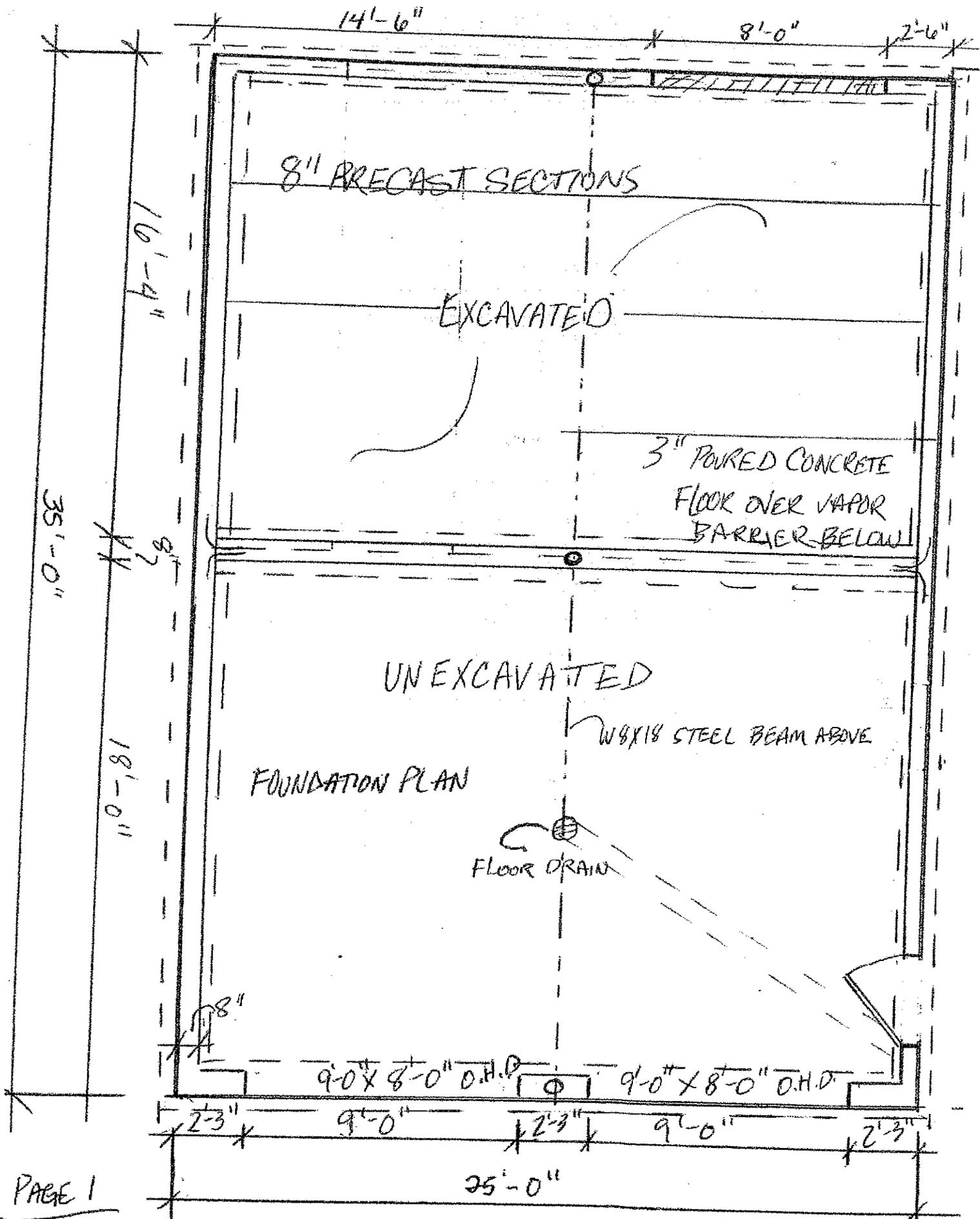


Mike Herrmann  
"Garage – Side – South Wall"  
6323 7<sup>th</sup> Ave  
Kenosha, WI 53143  
Date: Sep 6, 2013      Scale: 1/4 inch = 1ft



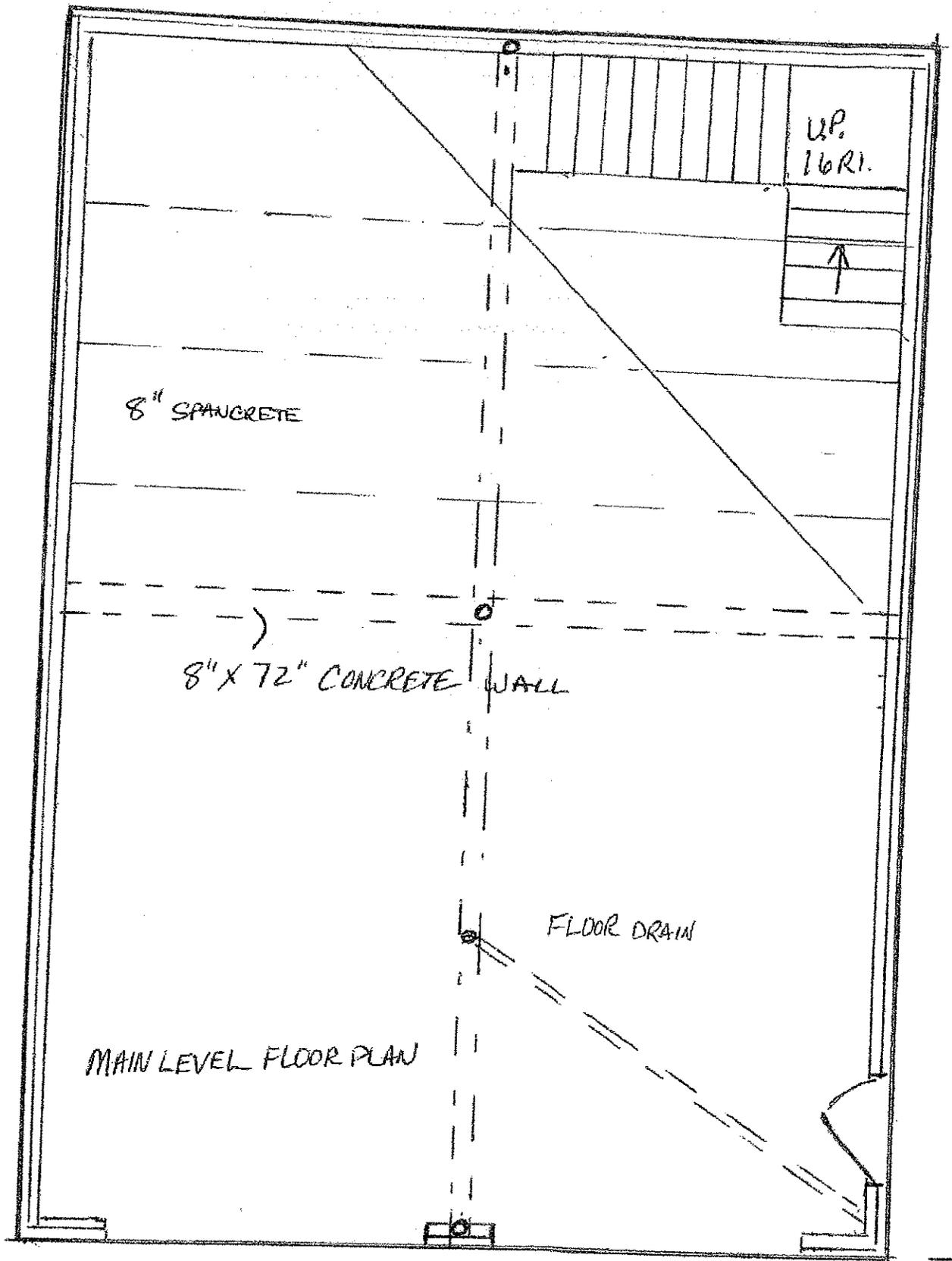
Mike Herrmann  
"Garage - Back - East Wall"  
6323 7<sup>th</sup> Ave  
Kenosha, WI 53143  
Date: Sep 6, 2013      Scale: 1/4 inch = 1 ft.





PAGE 1

6323 7<sup>th</sup> Ave. Kenosha WI



35'-0"

8" SPANCRETE

UP  
16RI.



8" x 72" CONCRETE WALL

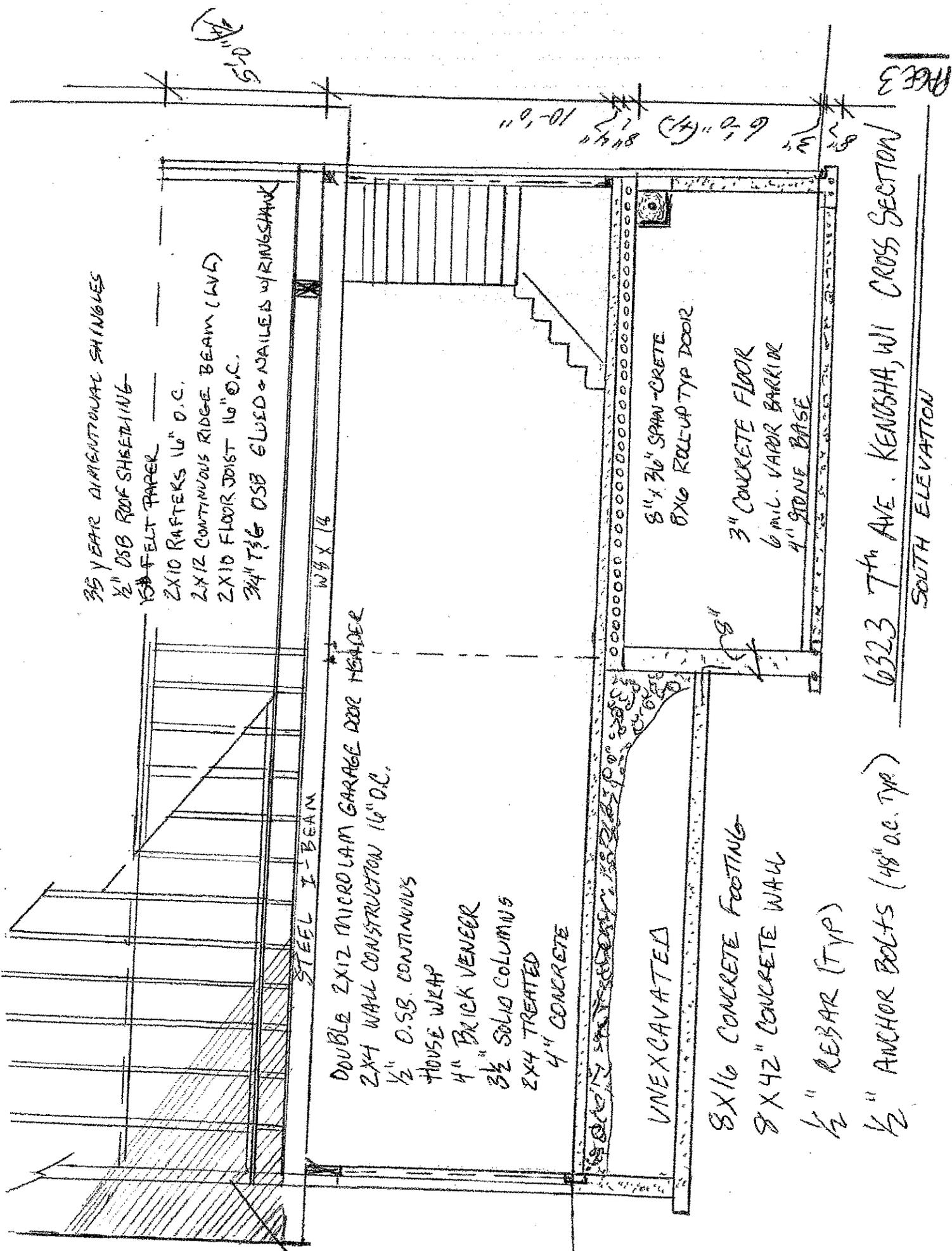
FLOOR DRAIN

MAIN LEVEL FLOOR PLAN

PAGE 2

35'-0"

6323 7<sup>th</sup> Ave. Kenosha, WI



35 YEAR ARCHITECTURAL SHINGLES  
 1/2" OSB ROOF SHEETING  
 15# FELT PAPER  
 2X10 RAFTERS 16" O.C.  
 2X12 CONTINUOUS RIDGE BEAM (LWD)  
 2X10 FLOOR JOIST 16" O.C.  
 3/4" T&G OSB GLUED & NAILED w/ RINGS/SHANK

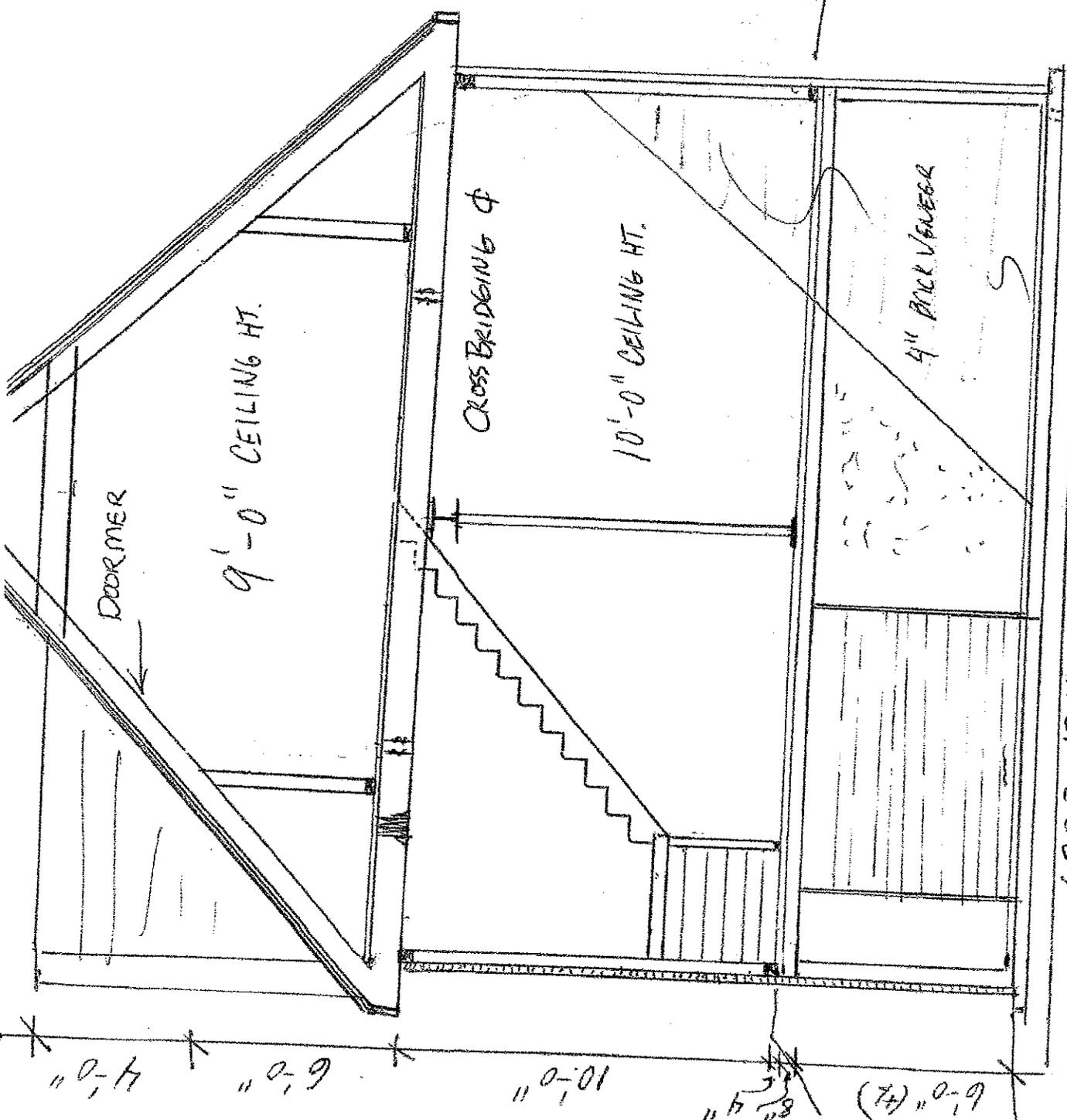
STEEL I-BEAM  
 W 8 X 14  
 DOUBLE 2X12 MICRO LAM GARAGE DOOR HEADER  
 2X4 WALL CONSTRUCTION 16" O.C.  
 1/2" O.S.B. CONTINUOUS  
 HOUSE WRAP  
 4" BRICK VENEER  
 3 1/2" SOLID COLUMNS  
 2X4 TREATED  
 4" CONCRETE

UNEXCAVATED  
 8X16 CONCRETE FOOTING  
 8X42" CONCRETE WALL  
 1/2" REBAR (TYP)  
 1/2" ANCHOR BOLTS (48" O.C. TYP)

8" X 3/4" SPAN-CRETE  
 8X16 ROLL-UP TYP DOOR  
 3" CONCRETE FLOOR  
 6 MIL. VAPOR BARRIER  
 4" STONE BASE

6323 7th AVE. KENOSHA, WI CROSS SECTION  
 SOUTH ELEVATION

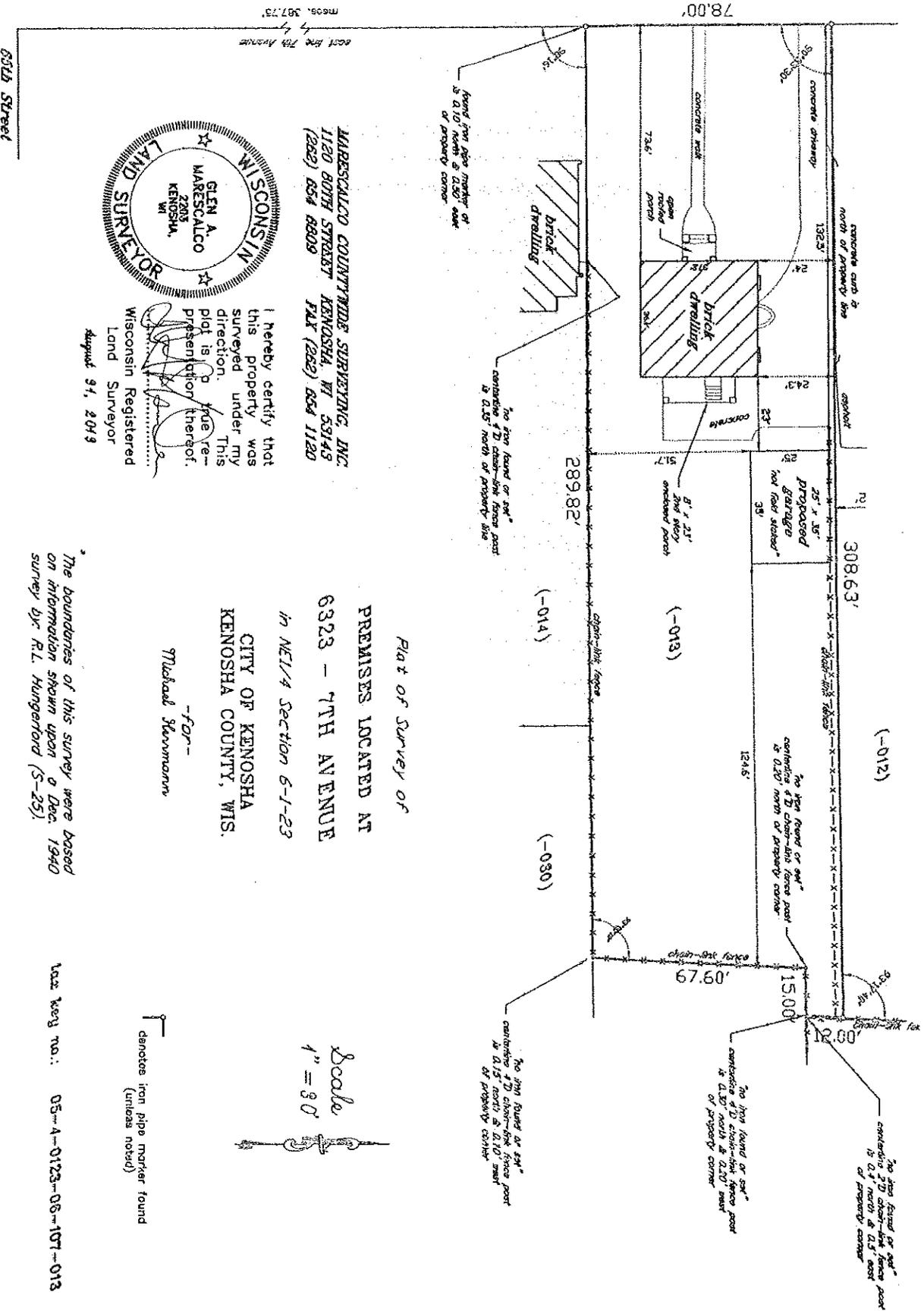
PRE 3



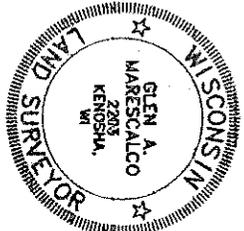
- 35 YR. DIM. SHINGLES
- 15lb FLET PAPER
- 1/2" OSB ROOF SHEATHING
- 2 X 10 - 16" O.C. RAFTERS
- 3/4" T&G, O.S.B. GLUED
- 2 X 10 - 16" O.C. FLOOR JOIST
- 4" BRICK VENEER
- HOUSEWRAP
- 1/2" O.S.B. SHEATHING
- 2 X 4 WALL CONST. 16" O.C.
- 2 X 4 - PLATE (ACQ TREATED)
- 8" F-BEAM
- 3 1/2" SOLID COLUMN
- 4" POURED CONC. FLOOR
- 8" SPAN-CRETE x 25'
- 8" CONC. WALL
- 8" x 8" CONC. FOOTING

6323 7<sup>TH</sup> AVE. KENOSHA, WI  
 REAR (EAST) ELEVATION

7th Avenue



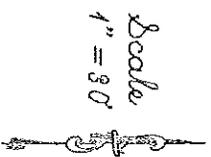
MARSCALCO COUNTYWIDE SURVEYING, INC.  
 1120 80TH STREET KENOSHA, WI 53143  
 (262) 654 6809 FAX (262) 654 1120



I hereby certify that this property was surveyed under my direction. This plat is a true and correct representation thereof.  
 Glen A. Marscalco  
 Land Surveyor  
 Wisconsin Registered  
 August 94, 2013

The boundaries of this survey were based on information shown upon a Dec. 1940 survey by R.L. Hungerford (S-25).

Plat of Survey of  
 PREMISES LOCATED AT  
 6323 - 7TH AVENUE  
 in NE1/4 Section 6-1-23  
 CITY OF KENOSHA  
 KENOSHA COUNTY, WIS.  
 -for-  
 Michael Skamonn



┌ denotes iron pipe marker found (unless noted)

tax key no.: 05-A-0123-06-107-013

# Michael Herrmann

6323 7<sup>th</sup> Ave  
Kenosha, WI 53143  
Phone: (262) 764-1932

September 6, 2013

City of Kenosha  
Department of Community Development

Re: Special Exception – Accessory Building  
Garage – 6323 7<sup>th</sup> Ave

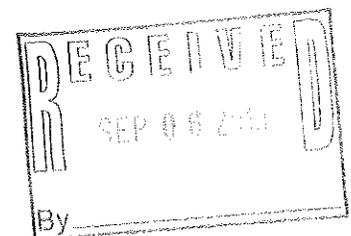
I am proposing to construct a detached 25 x 35 ft garage (875 sqft) garage. The height of the garage is proposed at 24.5 feet. The height of the house is 34 feet. The garage will be 23 feet from the house and will be made of like construction to include brick and same composite shingles as is on the house. Eaves will be in same proportion as the house. Windows and doors will be of same manufacture or like kind.

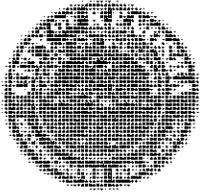
Let me know if additional information is needed for this special exception.

Sincerely,



Mike Herrmann





## INFORMATIONAL PACKET

### SPECIAL EXCEPTION FROM 840 SQ. FT. LIMITATION AND/OR BUILDING OR STRUCTURE HEIGHT FOR RESIDENTIAL ACCESSORY BUILDING OR STRUCTURES

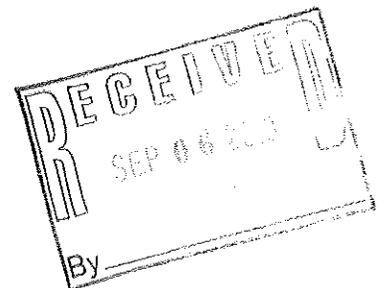
To the Applicant:

To assist you in completing your Special Exception request, an application, affidavit forms, and explanatory materials are attached for your use. Please follow the instructions carefully, as the application cannot be processed until all required materials are submitted to the Zoning Administrator or designee.

Once a fully-completed application packet is received by the Zoning Administrator, the request will be evaluated and a staff report with a recommendation prepared. The report will be forwarded to the appropriate review body (Public Safety & Welfare, Common Council) for the required public hearings.

If you have any questions pertaining to the application process or zoning requirements, please contact Brian Wilke at 262.653.4049 or [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

City of Kenosha  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, WI 53140



SPECIAL EXCEPTION  
FROM 840 SQ. FT. LIMITATION  
AND/OR BUILDING OR STRUCTURE HEIGHT  
FOR  
RESIDENTIAL ACCESSORY BUILDING OR STRUCTURES

**INSTRUCTIONS**

All applicants are required to complete an application form and affidavit. Other documents and information may be required by the Zoning Administrator based on the nature of the application. Your application will be scheduled for hearing when all of the following are submitted to the Zoning Office.

**Submittal Checklist**

- X  Completed application form
- X  \$500.00 filing fee *- Receipt # 001949*
- X  One (1) plat of survey prepared by a Professional Land Surveyor, licensed by the State of Wisconsin. The survey must show all existing buildings, proposed accessory building, setbacks from property lines, distances from all accessory structures, proposed drainage patterns, and proposed changes to existing yard grade
- X  Accessory Building Permit Application
  - One (1) additional set of plans, with survey in pdf format; forward to [bwilke@kenosha.org](mailto:bwilke@kenosha.org)
- X  A narrative which includes a description of your request and its compliance with relevant ordinance requirements.

City of Kenosha  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, WI 53140

APPLICATION  
SPECIAL EXCEPTION  
FROM 840 SQ. FT. LIMITATION  
AND/OR BUILDING OR STRUCTURE HEIGHT  
FOR  
RESIDENTIAL ACCESSORY BUILDING OR STRUCTURES

6323 7th Ave

Location of Special Exception Request

I/We Michael Herrmann of 6323 7th Ave  
(Property Owner / Applicant) (Address / parcel # of subject property)

hereby apply for a Special Exception pursuant to Section 3.03F of the City of Kenosha  
Zoning Ordinance to allow Garage to be 24.5' high & 850 sq ft in foot print.  
(describe request)

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

Applicant's signature: 

*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.*

OWNER/APPLICANT Michael Herrmann ADDRESS 6323 7th Ave

PHONE 262-764-1832 E-MAIL michael.herrmann@globalrisk  
consultants.com

FOR OFFICE USE ONLY

Proposal filed: \_\_\_\_\_ Received by: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

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

**CRITERIA CHECKLIST  
SPECIAL EXCEPTION  
FROM 840 SQ. FT. LIMITATION  
AND/OR BUILDING OR STRUCTURE HEIGHT  
FOR  
RESIDENTIAL ACCESSORY BUILDING OR STRUCTURES**

6323 7th Ave

Location of Special Exception Request

Adherence to the following criteria shall be required to process the Special Exception request. A  signifies that your project complies with the criteria, as indicated. If you cannot adhere to the following criteria, DO NOT PROCEED - please contact the Zoning Administrator to discuss this issue.

- The special exception request will not conflict with or be contrary to covenants associated with subject property.
- The architectural appearance and functional design of the building or structure and site shall not be so dissimilar to the existing principal buildings and area so as to cause impairment of property values or a blighting influence. All sides of the principal and accessory buildings or structures are to have essentially the same, or coordinated, harmonious exterior-finish materials and treatment.
- No more than two accessory buildings, structures, or combination building and structure shall be constructed.
- No accessory building or structure shall exceed the height of the principal building, or exceed twenty-five feet (25') in height, whichever is less. *House Height ~ 34'*
- The maximum square footage of all accessory buildings or structures cannot exceed one thousand square feet (1,000 sq. ft.). ~~2700 sq ft~~ ~~3000 sq ft~~ *1080*
- The total square footage of all detached covered accessory buildings and/or structures shall not have a footprint larger than 80% of the footprint of the principal building's first floor livable space. *House Foot print = 1368' x 80% = 1095'*
- Doors shall not exceed nine feet (9') in height.
- No negative impacts on stormwater runoff shall be created. A grading plan may be required.

City of Kenosha  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, WI 53140

## SUPPLEMENTAL CONDITIONS

THE CITY MAY IMPOSE ADDITIONAL CONDITIONS, WHICH INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- Require the use of trim, lighting or other additional architectural detail to soften the impact of the bulk and height of the proposed structure(s) or building(s).
- Require the visibility of the accessory building(s) or structure(s) be minimized as viewed from adjacent lots and rights-of-way through the use of topography, increased setbacks, fencing, or existing or proposed vegetative landscaping.
- Require garage door openings are placed so as to reduce their visibility from adjacent lots and rights-of-way.
- Require the accessory building(s) or structure(s) be reasonably compatible with the architectural detail of the principal structure. The applicant holds the burden of proving the proposed building(s) or structure(s) are reasonably compatible with the architectural detail of the principal structure.
- Require the use of the same or similar window and exterior door proportion and type, as the principal building, to soften the impact of the bulk and height of the proposed structure(s).
- Require general compatibility with adjacent and other properties in the district.

Planning & Zoning

Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections

Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

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

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

**SUBJECT:** Fence Code (Section 16 of the Zoning Ordinance) Special Exception Request to Retain a Five-foot Privacy Fence Installed in the Front Yard; Petitioner: Jon & Jeanne Casadont; Location: 10834 61<sup>st</sup> Street (District #17)

**DATE:** October 2, 2013

The applicants, Jon and Jeanne Casadont, are proposing to retain a five-foot (5') privacy fence that the City has ordered them to remove in the front yard of a vacant lot at subject property which is adjacent to their residence.

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

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

### Analysis:

The applicant resides in a home located at 6053 109<sup>th</sup> Avenue. This home is two (2) properties away from the corner of 61<sup>st</sup> Street and 109<sup>th</sup> Avenue. In 2009, the applicant purchased the vacant property behind his home that fronts on 61<sup>st</sup> Street (10834 61<sup>st</sup> Street). This still-vacant parcel remains under his ownership, but is a separate property from the home.

On August 22, 2011, the applicant submitted a fence permit application to the City for the property at 6053 109<sup>th</sup> Avenue (where the home is located). The vacant property at 10834 61<sup>st</sup> Street was not listed on the permit application. The fence permit was issued by the City for 6053 109<sup>th</sup> Avenue on the same day the application was made.

Upon inspection by Staff, it was discovered that a fence was installed not only on the 6053 109<sup>th</sup> Avenue parcel, but also the vacant parcel at 10834 61<sup>st</sup> Street. The biggest concern about the fencing on the vacant parcel, in addition to the fact that it was not specifically permitted by the City, was the construction of the fence in conflict with

the City Zoning Ordinance. The Zoning Ordinance requires fences in residential front yards, defined as any side lot line between the front property line and the front setback or building line [in this case, twenty-five feet (25')], to be a maximum of four feet (4') in height and a minimum of fifty percent (50%) open. The fencing in the front yard must also be of decorative material consisting of wrought-iron, split-rail or picket design. The wood fence that was constructed in the front yard is set back only fifteen feet (15'), is five feet (5') tall, and is not decorative or fifty percent (50%) open.

Staff has sent the applicant multiple letters ordering that the fence be removed or reconstructed to comply with the Zoning Ordinance. To date, reinspection fees have accrued on the site in the total amount of \$2,202, of which \$1,500 remains unpaid.

The applicant makes the argument that corner lots are allowed to (and many do) have six-foot tall site-obscuring fences up to the sidewalk. This is true, and these fences are allowed for corner lots only. If the City was to impose a restriction that corner lots had to follow both streets' setback lines, that would impose a substantial hardship for the use and enjoyment of corner properties. The applicant's property is not on the corner and is therefore not subject to such restriction.

Applicant Response:

The applicant submitted the attached letter requesting the special exception. In the letter, he makes multiple references to a former employee of this Department and agreements that were made before the permit was applied for, as well as a site plan that was drawn by said employee, indicating that the fence that ultimately was constructed was in compliance with the City Zoning Ordinance. It is worth noting that that same employee also issued orders to remove or reconstruct the fence in October of 2012. No documentation of the claims is provided. There also is no proof as to who drew the site plan map. It could have been the contractor.

In the letter, the applicant also indicates that this is simply a disagreement over one foot of fence height. As noted above, not only is the fence too tall, it is also too close to the property line and not fifty percent (50%) open as required.

The site plan map that was submitted with the permit application indicated that the fence would match the front line of the neighboring house to the east. However, the setback of fifteen feet (15') is inaccurate on the site plan. It should have been twenty-five feet (25').

In the City's multiple letters to the applicant, options were given to bring the fence into compliance with the City's Zoning Ordinance, none of which, in our estimation, were costly or did not afford the applicant substantial enjoyment of his property.

Options included:

- 1) Remove the top one foot (1') of fencing to make the fence four feet (4') in height and remove every other picket to make the fence fifty percent (50%) open
- 2) Remove the first ten feet (10') of the fence closest to the right-of-way and reconstruct it at the twenty-five-foot (25') setback line.

Special Exception (Fence)

10834 61<sup>st</sup> Street

Page 3

The intent of the Zoning Ordinance and setback requirements is to create a uniform building line along City streets. The neighboring home to this property is set back at twenty-five feet (25'); and, other homes on the north side of 61<sup>st</sup> Street are at or behind the twenty-five foot setback. This fence should follow the same twenty-five-foot (25') setback requirements.

Recommendation:

While Staff understands this is a unique circumstance given the lot configurations, there does not appear to be any hardship or unfair burden imposed by the Zoning Ordinance; and, given the applicant's lack of response to the City's orders for a full year, Staff recommends denial of the Special Exception request.

BRW:saz

Attachments

CITY OF KENOSHA  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS

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

625 52<sup>nd</sup> Street, Room 100      Kenosha, WI 53140      Telephone: 262.653.4263

OWNER Jon M. Casadont      PHONE NUMBER 262-455-0316

ADDRESS 6053 109th Ave

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 Same      PHONE NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS OF SPECIAL EXCEPTION REQUEST 10834 61st Street  
(If the property is undeveloped, a parcel number is required)

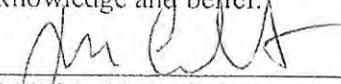
SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED See attached.

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

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.

      9-20-2013  
SIGNATURE (Owner or Agent for Owner)      DATE

FOR OFFICIAL USE ONLY

Date Filed \_\_\_\_\_ Receipt Number \_\_\_\_\_

Special Exception Application  
Jon M. Casadont  
09/20/2013

Applicant requests that the Council issue a Special Exception with respect to the fence facing 61<sup>st</sup> Street at the address of 10834 61<sup>st</sup> Street. The Department of Community Development & Inspections has issued a violation for this property based upon the fact that the fence at issue is 5 feet in height at a distance of 15 feet from the sidewalk. It is the Department's position that the fence should be 4 feet in height instead. Those twelve inches represent the sum total and extent of the dispute. It should also be noted that the fence was built to specifications approved of by the Department in 2011.

Said fence was installed in 2011 at substantial cost to me, in a style consistent with existing neighborhood aesthetics. In the permit application submitted, the height of the fence is clearly noted as 5 feet. I was even informed by an employee of the Department that she personally drove out to view the area before issuing the permit because she wanted to include a more clear drawing. This is evident from the fact that the drawing attached to the original permit application filed on August 22, 2011, was drawn by said employee (note that my house is described as "Your House"). The original permit application and drawing the Department employee is attached. The fence was then installed pursuant to those specifications. It is therefore extremely disappointing, disconcerting and unfair for the Department to now decide that I need to make costly and disruptive changes to the fence. Obviously a 4 foot fence affords significantly less privacy and safety than a fence of 5 feet and, again, was specifically contemplated and approved by the Department in the first place.

There is no issue as to the propriety of said fence except for the twelve inches in height that the Department complains of. Mr. Brian Wilke of said department has acknowledged that there is no safety issue in conjunction with the current fence height. Indeed, the adjacent property to the south (6059 109<sup>th</sup> Ave) would be within its rights to build a 6 foot fence abutting the sidewalk if they so chose. That, of course, would be a full foot taller and 15 feet closer to the sidewalk, thus illustrating the absurdity of the current kerfuffle over the allegedly non-compliant 12 inches with a portion of my fence located 15 feet from the sidewalk.

To the extent that Council believes that the Department's position regarding the permitted fence height is accurate (despite the explicit 2011 approval from the same Department), Applicant believes that the current deviation from such is *de minimus* at most. Applicant previously provided numerous examples of fences in the same neighborhood that are often six feet in height that directly abut sidewalk. While Applicant concedes that such vision-obstructing fences are only corner lots, their mere presence provides strong evidence that such structures are not inherently objectionable, an eyesore, or otherwise disruptive to the community and

its well-being. Indeed, it is extremely difficult to envision any rational complaint that, at its core, is based upon an extra 12 inches of otherwise unremarkable fence.

It is on these grounds, therefore, that I seek a Special Exception from the Council. The fence at issue is in good condition, consistent with others in the community, provides a modest level of security and privacy, and does not infringe on the rights of any other property owners. The fence was built in good faith and consistent with height limits approved by the very Department that now complains of the same. Modification would be costly and would have a negative impact on safety and privacy. The unintentional offense, if any, consists of a mere 12 inches. Finally, the fence was built in good faith pursuant to permitted specifications, in close conjunction with advice from the Department.

For these reasons, and in the interest of fairness to landowners and tax payers, I respectfully request that the Council grant this Special Exception for 10834 61<sup>st</sup> Street.



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

**APPLICATION FOR  
 FENCE PERMIT**  
 Permit Fee: \$60.00

Date 8/22/11  
 Permit # 149186  
 Status Approval \_\_\_\_\_  
 Fee'd ✓ bmm 8/22/11

Please **print** all information, with the exception of signatures.  
 This document must be legible or will be returned.

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

Project Address 6053 109th Ave

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

Owner Jon Casadont

Contractor Meier's Outdoor World

Mailing Address 6053 109th Ave

Mailing Address 155 S. Sayre Rd

City Kenosha State WI Zip 53142

City Fox Lake State IL Zip 60020

Phone (312) 543-8975

Phone (847) 587-7711

Property Owner e-mail: casadont@gmail.com

Contractor e-mail: jma fence man@yahoo.com

Estimated Cost of Project \$ 4500 Project Name (if commercial property) \_\_\_\_\_

Front Yard Fence Height 5' Fence Type:  Split Rail  Wrought Iron  Vinyl  Picket  
 Note: Front yard fences shall be 50% open decorative fencing - Chain link and stockade fencing not permitted in front yards)

Rear Yard Fence Height 5' Side Yard Fence Height 5'

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

- 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 home?  Yes  No  
(If yes, a review by the Zoning Coordinator is required prior to issuance of permit)
- Will the fence encroach within an easement area or area subject to other use restrictions?  Yes  No

**Note: All fences shall be installed with the finished side facing the adjacent property or public right-of-way.**

**Fence height information is required on the reverse side of this application.**

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

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 the above information 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 [Signature]

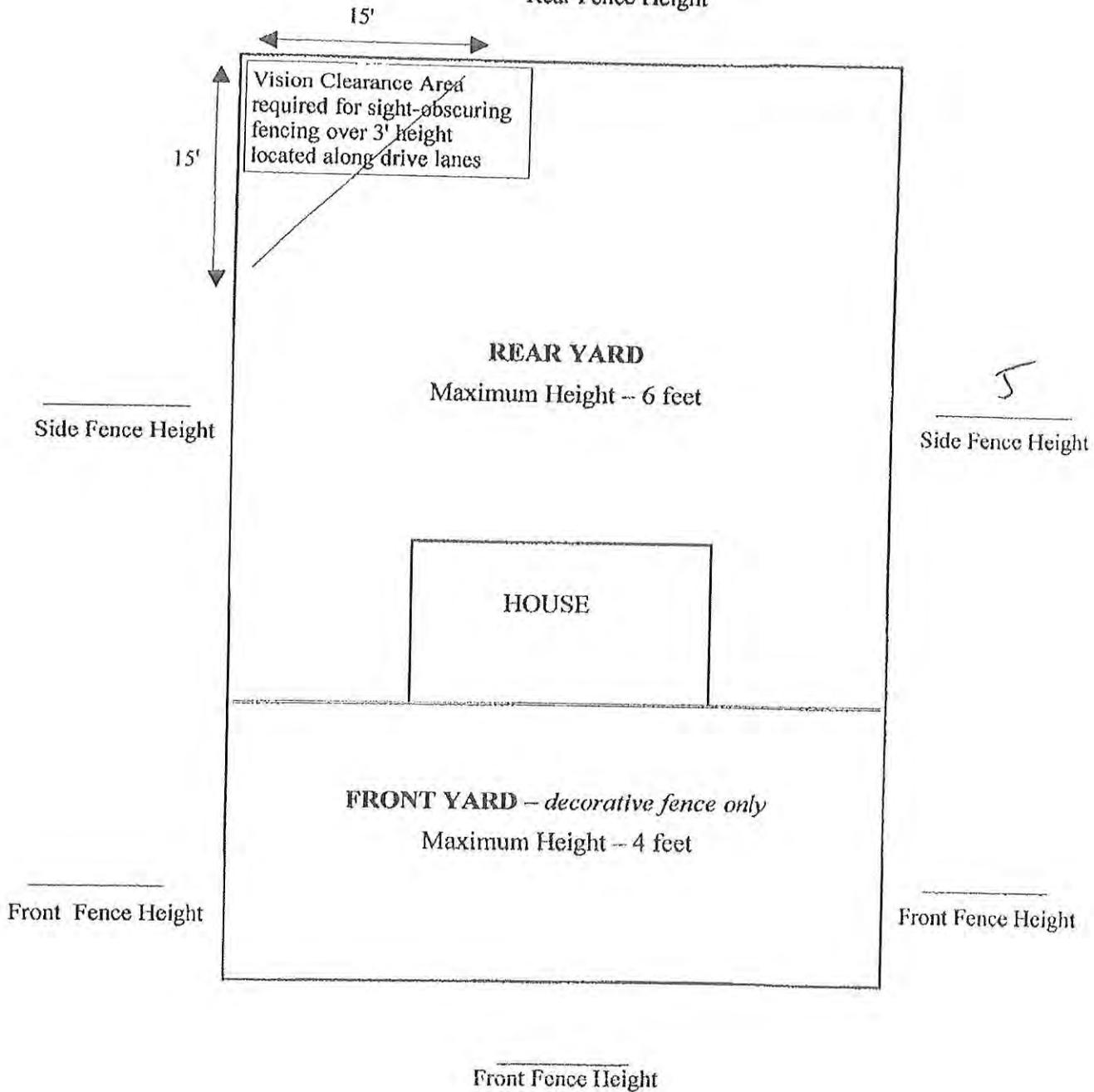
Date 8-22-11  
 AUG 22 2011  
 [Stamp]

APPLICATION FOR FENCE PERMIT - Page Two

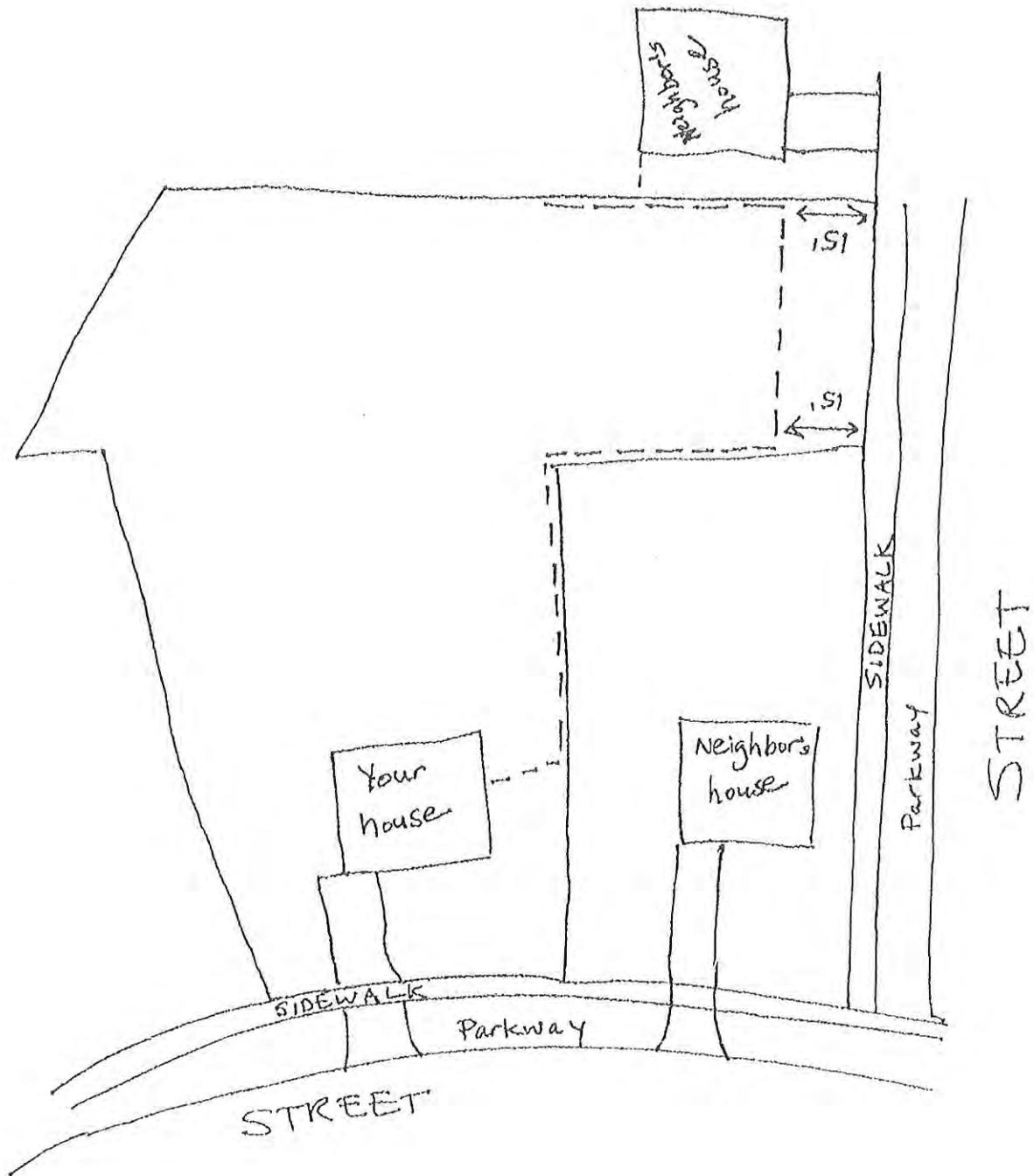
List fence height at proposed locations of fence installation: Example:

6'  
Fence Height

5  
Rear Fence Height



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



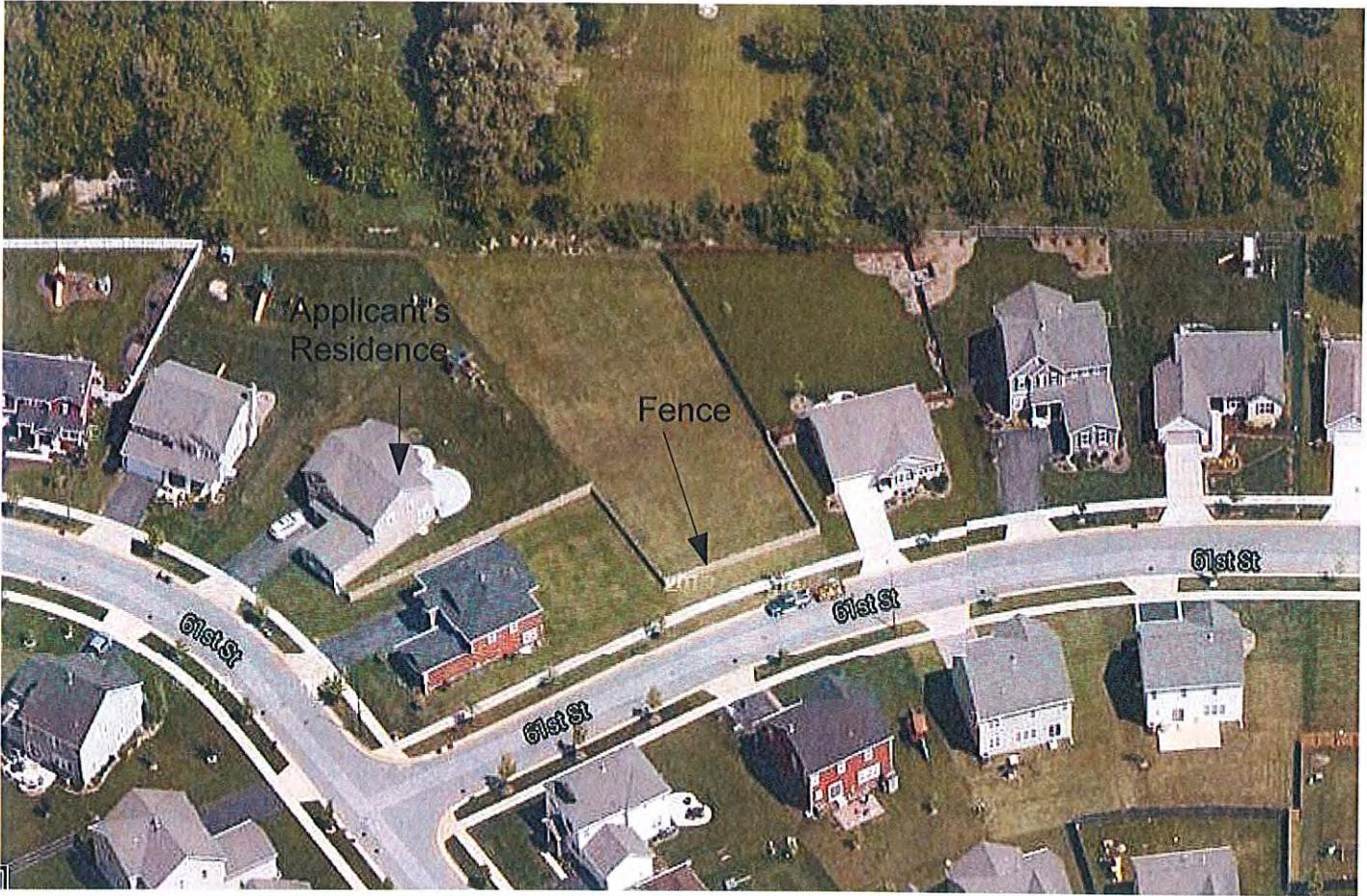
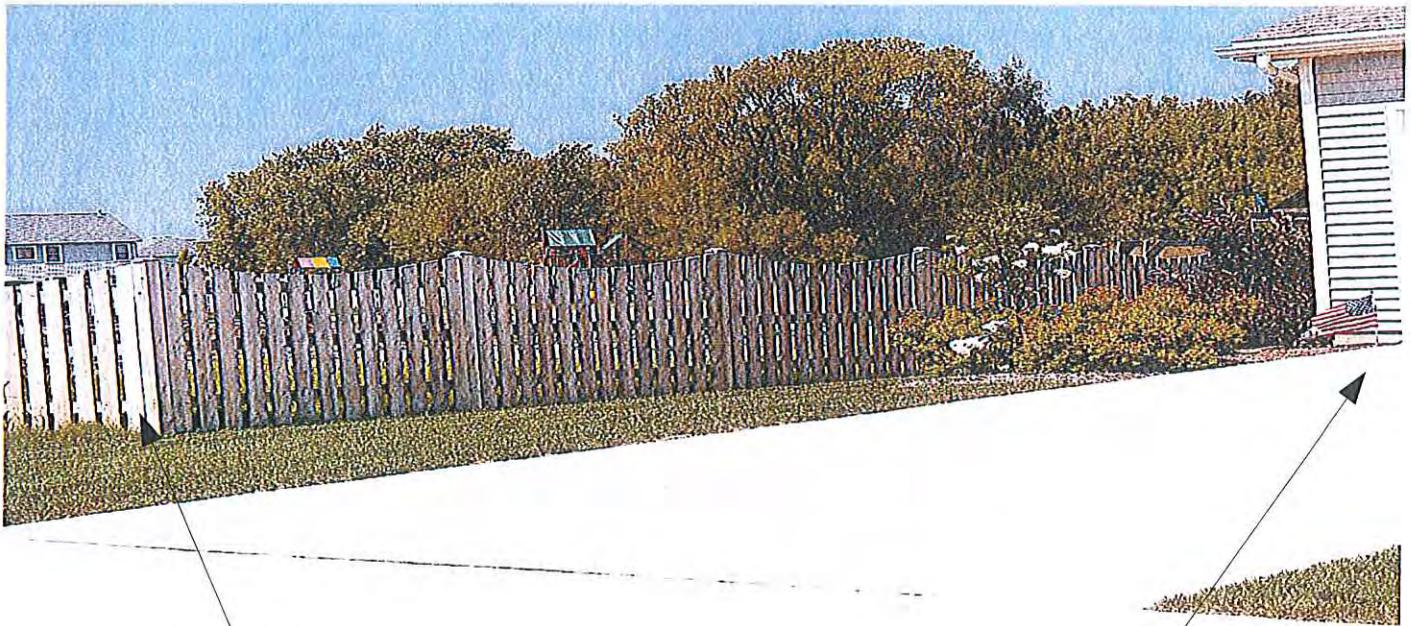


Image courtesy of Google Maps



Subject fence at 10834  
61<sup>st</sup> Street

Neighboring House to East

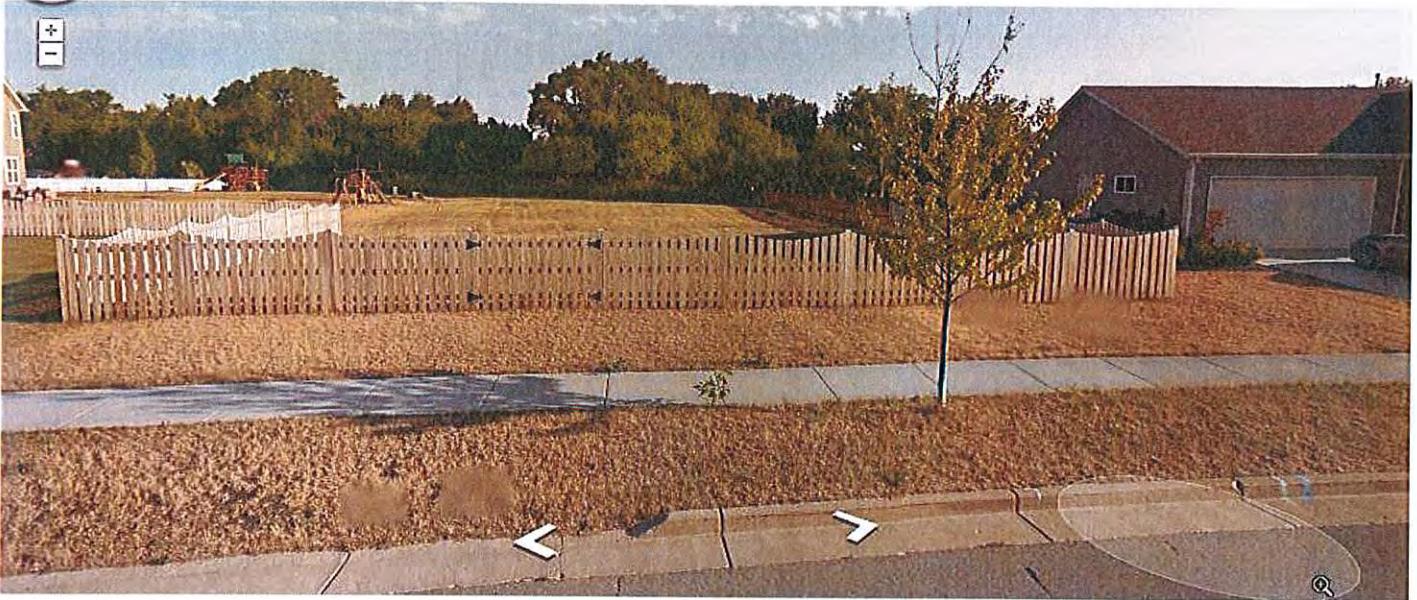


Image courtesy of Google Streets

View from 61<sup>st</sup> Street. Applicant's residence is to the left. Neighboring house to the right.



Image courtesy of Google Streets

Another view from 61<sup>st</sup> Street showing how the fence protrudes forward of the front building line.

·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

October 4, 2012

Jon & Jeanne Casadont  
6053 109th Avenue  
Kenosha, WI 53142

Dear Property Owner:

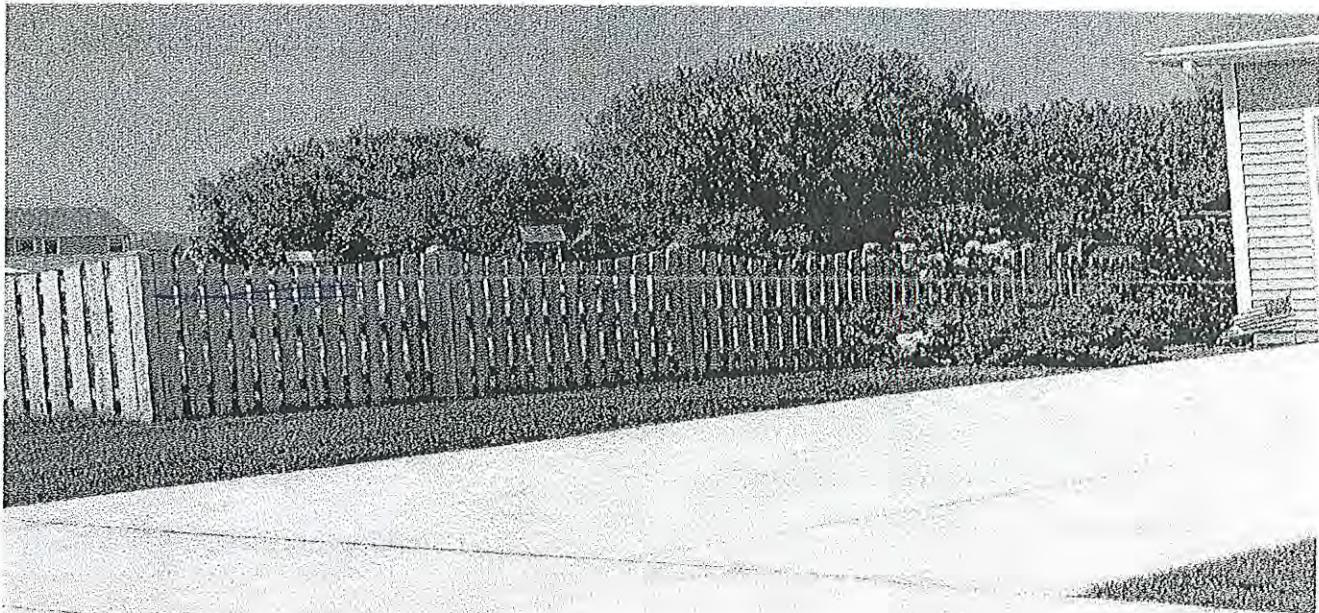
**SUBJECT: 10834 61st Street: Non-compliant Fence Construction - Case Z120152**

As a follow-up to our previous telephone conversation, please be advised that the fence, located on the vacant parcel at 10834 61st Street, is not installed in accordance with the following City of Kenosha fence ordinance standards.

Section 16.03(D)(1)(4): "In residentially zoned areas on corner, interior, through and reverse frontage lots, fences, not exceeding four (4') feet in height, shall be allowed within a residentially required front yard setback area. The front yard setback consists of any side lot line between the front property line and the front setback line or building line, whichever is closest to the front property line. No Fence over four (4') feet in height shall be permitted within residentially required front yard setback areas. Fences over three (3') feet in height shall not encroach within vision clearance areas."

"Residential front yard Fences shall be fifty (50%) percent open (see-through) and be of split rail, wrought iron or picket design."

The fence, illustrated in the following photo, projects beyond the front yard setback/building line, does not conform to the maximum 4' height provision, is not 50% open, and is not of split rail, wrought iron or picket design.



In addition to the above, the fence permit associated with the 6053 109th Avenue property, indicated that the fence installation was to be confined within the boundaries associated with the 6053 109th Avenue parcel, and was not to protrude beyond the building line of adjacent residential dwellings. The information provided in the application was false, and the fence installed on the 10834 61st Street parcel is not sanctioned. I have attached a copy of the original application for your review.

In order to bring the property into compliance, one of the following options shall be performed no later than **November 1, 2012**:

1. The fence shall be removed, in its entirety on the property located at 10834 61st Street; or
2. A fence permit shall be obtained in order to remove and relocate the fence in order to maintain the required front yard/building line setback; or
3. A fence permit shall be filed to remove the front yard fencing , in order to reinstall 4' high fencing that conforms with the aforementioned ordinance.

Failure to comply will result in the assessment of re-inspection fees to the property owner, which escalated from \$72 to \$360 per re-inspection, resulting in noncompliance (*Zoning Ordinance 11.01(P) / 11.04*). Unpaid charges and administrative fees are charged to the real estate tax bill as a special assessment.

If you have any questions, please contact me at 262.653.4263, or [pblise@kenosha.org](mailto:pblise@kenosha.org).

Sincerely,

*P. Blise*



Paula A. Blise, MBA, CCEA  
Zoning Coordinator

Attachment (fence application 6053 109th Avenue)

:pab

c. David F. Bogdala, 17th District Alderman

Planning & Zoning  
Community Development  
262.653.4030  
262.653.4045 FAX  
Room 308



Building Inspections  
Property Maintenance  
262.653.4263  
262.653.4254 FAX  
Room 100

**DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS**

Municipal Building · 625 52nd Street · Kenosha, WI 53140  
[www.kenosha.org](http://www.kenosha.org)

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

June 21, 2013

Jon and Jeanne Casadont  
6053 109<sup>th</sup> Avenue  
Kenosha, WI 53142

Dear Mr. & Ms. Casadont:

**SUBJECT:** 10834 61<sup>st</sup> Street; Non-compliant Fence Construction; Case #Z120152

This letter is in response to our meeting held on June 7, 2013, in which you asked the City to look at allowing your fence to remain on the site as constructed. The City has reviewed your request; and, based on a review of the information on file with this office, your request to maintain the fence as constructed cannot be approved.

Upon our investigation, it was determined that the application was false in the following areas:

- a) The application was submitted for the property at 6053 109<sup>th</sup> Avenue; however, fencing was also constructed on your property at 10834 61<sup>st</sup> Street
- b) The site plan submitted for 10834 61<sup>st</sup> Street indicated a fifteen-foot (15') setback from the 61<sup>st</sup> Street right-of-way to match the front yard setback of the house to the east (10828 61<sup>st</sup> Street). According to the survey at that address, the front yard setback is twenty-five feet (25').

The fence that you have constructed does not comply with the following code standards:

Section 16.03 D(1)(4): "In residentially zoned areas on corner, interior, through and reverse frontage lots, fences not exceeding four feet (4') in height shall be allowed within a residentially required front yard setback area. The front yard setback consists of any side lot line between the front property line and the front setback line or building line, whichever is closest to the front property line. No Fence over four feet (4') in height shall be permitted within residentially required front yard setback areas. Fences over three feet (3') in height shall not encroach within vision clearance areas."

“Residential front yard Fences shall be fifty percent (50%) open (see-through) and be of split rail, wrought iron or picket design.”

The fence that you constructed projects beyond the front yard setback/building line, does not conform to the maximum four-foot (4') height provision, is not fifty-percent (50%) open, and is not of split rail, wrought iron, or picket design.

In order to bring the property into compliance, one (1) of the following options shall be performed no later than July 5, 2013:

1. The fence shall be removed in its entirety on the property located at 10834 61<sup>st</sup> Street
2. A fence permit shall be obtained in order to remove and relocate the fence in order to maintain the required front yard/building line setback
3. A fence permit shall be filed to remove the front yard fencing and reinstall four-foot (4') high fencing that conforms with the aforementioned ordinance.

Failure to comply as specified above will result in the assessment of reinspection fees to the property owner. The amount of the reinspection fees have escalated to \$360.00 for any reinspection resulting in noncompliance (per Zoning Ordinance 11.01 P/11.04). These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of \$100.00. No further notice and order shall be necessary for any “recurring violation” committed by a person within any one (1) year period.

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

Sincerely,

DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INSPECTIONS



Brian R. Wilke  
Development Coordinator

BRW:saz

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

**A. General Requirements.** No Fence shall be installed, except in strict compliance with this Ordinance, site specific permit conditions, and the following requirements:

1. Structural and support components of a Fence shall face away from adjacent properties.
2. 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, except when the style of Fence commonly described as a "Good Neighbor Fence" is installed.
3. Fences shall be installed plumb and the top finish of the Fence shall be uniform. Fences shall follow the contour of the ground to the extent practical. Adjustments for grade shall occur at the bottom of the Fence.
4. The height of the Fence shall be controlled by the applicable provisions of the City Zoning Ordinance for the district in which the Fence will be located. Fence height shall be measured from the surface of the ground immediately below the Fence. Berms, retaining walls or other methods to raise the elevation of the site shall require approval by the Department prior to installation.
5. The project site shall be marked by *Diggers Hotline* before digging holes for Fence installation.
6. No Fence in the Vision Clearance Area shall exceed three (3') feet in height above the mean street grade.
7. The height of walls and Fences shall be measured vertically from the finished grade on the exterior side of the Fence. Raising the finished grade by placing fill solely for the purpose of adding additional height to a Fence is prohibited. If a Fence is placed on a berm, the berm shall be included in the height of the fence and the height shall be measured vertically from the base of the berm, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review, or an exception is granted by the Common Council.
8. All Fences shall be no closer than six (6") inches to the public sidewalk.

**B. Obstruction of Ingress/Egress Area of a Dwelling.** No Fence shall be installed in any yard that will shield any window or opening in a habitable space of a dwelling. A minimum distance of three (3') feet shall be maintained between any solid Fence and any such window or opening in a dwelling.

**C. Modifications.** All modifications to an existing Fence shall comply with this Ordinance.

**D. Fences in Front Yards.** Fences installed in a front yard shall comply with the following requirements:

1. In residentially zoned areas on corner, interior, through and reverse frontage lots, Fences, not exceeding four (4') feet in height, shall be allowed within a residentially required front yard setback area. The front yard setback consists of any side lot line between the front property line and the front setback line or building line, whichever is closest to the front property line. No Fence over four (4') feet in height shall be permitted within residentially required front yard setback areas. Fences over three (3') feet in height shall not encroach within vision clearance areas.
2. Fences on residentially zoned lots, including interior and corner double-frontage lots, fronting a street, shall be installed in accordance with front yard setback requirements.
3. No Fence shall be installed in any B-1, B-2, B-3, IP, M-1 or M-2 zoned district, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review. A Fence shall not exceed the height established unless approved in conjunction with a Conditional Use Permit/Site Plan Review.

**E. Fences in Rear/Side Yard.** Fences in rear and side yards shall meet the following requirements:

1. No Fence or wall shall exceed six (6') feet in height in any side or rear yard. Fences not greater than six (6') feet in height are permitted in side or rear yards and shall not extend beyond the front of the principal structure or the required building setback, whichever is furthest from the road right-of-way.
2. A wall or solid Fence not more than six (6') feet in height, as measured from the highest adjacent grade, may be maintained along the interior side or rear lot lines provided such a wall or solid Fence does not extend into a required front yard.

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

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3. Fences which exceed three (3') feet in height in side or rear yards shall not encroach within vision clearance areas.

4. No Fence shall be installed in any B-1, B-2, B-3, IP, M-1 or M-2 zoned district, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review. A Fence shall not exceed the height established unless approved in conjunction with a Conditional Use Permit/Site Plan Review.

**F. Fences On Corner Lots.** No Fence over three (3') feet in height shall be permitted within a vision clearance area of any portion of the lot.

**G. Fences On A Lot-Double Frontage.** Fences shall be installed in accordance with the required front yard setback on both streets, except where otherwise approved in conjunction with a Conditional Use Permit, Site Plan Review, or variance from the Zoning Board of Appeals.

**H. Approved Fence Materials.** All Fences shall meet the following material requirements:

1. Fences to be situated in side and/or rear yards shall be constructed using materials suitable for residential-style fencing, including, but not limited to, brick, fieldstone, wrought iron, vinyl, chainlink (with a minimum thickness of nine (9) gauge and a required top rail support), stockade or board-on-board wood.

2. No Fence shall be constructed of used or discarded materials in disrepair, including, but not limited to, pallets, tree trunks, trash, tires, junk, or other similar items. Materials not specifically manufactured for fencing, such as railroad ties, wooden doors, landscape timbers or utility poles shall not be used for, or in the construction of a Fence.

3. Agricultural/Farm Fences shall only be permitted in agriculturally zoned or used districts and shall not exceed six (6') feet in height.

4. Residential front yard Fences shall be fifty (50%) percent open (see-through) and be of split rail, wrought iron or picket design. Four (4') feet high chainlink fencing is not permitted in residential front yards.

### 16.04 MAINTENANCE OF FENCES

Fences shall be maintained in a manner as to prevent rust, corrosion and deterioration, so as not to become a public or private nuisance, and so as not to be dilapidated or a danger to adjoining property owners or the public. Fences shall not create an appearance of patchwork, which is indicative of a state of disrepair. Every Fence installed shall be maintained by the owner in such a way that it will remain plumb and in good repair.

### 16.05 EXISTING FENCES

Any Fence existing upon the effective date of this Ordinance shall not be enlarged, extended or replaced, except in strict compliance with all of the requirements of this Ordinance.

### 16.06 PROHIBITIONS

**A. Prohibited Fences.** No Person shall install:

1. An electric or razor wire Fence.
2. Any wire or chainlink-type Fence with the cut or salvage end of the Fence exposed at the top.
3. A Fence which creates a hazard to users of the street, sidewalk or to nearby property.
4. A Fence composed solely of Fence posts.
5. An incomplete Fence, consisting only of posts and supporting members.

**B. Barbed Wire Fences Restricted.** No Person shall construct, use or maintain any barbed wire Fence on residential, business or institutionally zoned property.

Barbed wire Fences may be installed in M-1 or M-2 Zoning Districts under circumstances whereby no

<b>B.3.</b>	<b>October 7, 2013</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>
1	Raymond	Azzolin	630 Spring Hill Dr – Roselle, IL	Sunnyside Club
2	Jared	Baergen	4824 Pinetree Circle – Caledonia, WI	CVS
3	Robin	Bethke	8817 Cooper Rd – Pleasant Prairie, WI	Walgreens
4	Tina	Bingham	1003 38 <sup>th</sup> St	Oriental Inn
5	James	Brackney	6405 11 <sup>th</sup> Ave	Mobil
6	Stephanie	Bruneo	2408 Lincoln Rd	
7	Tirsha	Colbert	925 73 <sup>rd</sup> St	
8	Marquis	Daniel	3120 85 <sup>th</sup> St #6	Speedway
9	Brittany	Daniels	3623 15 <sup>th</sup> St #2D	Walgreens
10	James	Davidson	7713 29 <sup>th</sup> Ave	Gerb's Tap & Boathouse
11	JoAnn	Fish	1103 87th Ave Apt.12	
12	Brenda	Fredrickson	826 Riverbrook Dr – Racine, WI	Walgreens
13	Bianco	Greco	610 42 <sup>nd</sup> St	The Breakwater
14	Mary	Grieger	6637 19 <sup>th</sup> Ave	George Club Highview
15	Brittany	Hagopian	4717 46 <sup>th</sup> Ave	Walgreens
16	Michael	Hargrove	3305 55 <sup>th</sup> Ct #104	CVS
17	Jermaine	Ivey	2040 Thurston Ave – Racine, WI	Speedway
18	Lisa	Jessen	409 75 <sup>th</sup> St	
19	Cassandra	Juga	3338 99 <sup>th</sup> St – Pleasant Prairie, WI	Sullivan's Place
20	Linda	Karnes	7029 Pershing Blvd	Walgreens
21	Debra	Landers	3707 77 <sup>th</sup> St	Walgreens
22	Susan	Leker	6623 54 <sup>th</sup> Ave	Walgreens
23	Aisha	Lyons	6320 5 <sup>th</sup> Ave	Pazzo
24	Jaclyn	Mack	7312 98 <sup>th</sup> Ave Unit J	Circa on 7 <sup>th</sup>
25	Joseph	Nero	6017 12 <sup>th</sup> Ave	Champions
26	Danielle	Ortiz	6821 26 <sup>th</sup> Ave	Walgreens
27	Alpa	Patel	366 Fairfax Lane – Grays Lake, IL	Shree Om Enterprises
28	Daniel	Petrelli	9156 24 <sup>th</sup> Ave	Walgreens
29	Joshua	Pevore	2916 24 <sup>th</sup> Ave	Mobil
30	Laurie	Ralph	5209 106 <sup>th</sup> St	Walgreens
31	Sonia	Rodas	714 Washington St. - Waukegan, IL	Kenosha Gas Stop
32	Maritza	Rojas	4013 11 <sup>th</sup> Ave	El Sarape
33	Amber	Sima	7321 10 <sup>th</sup> Ave	
34	Heather	Stepler	3655 99 <sup>th</sup> St	VFW
35	John	Swanson	7016 22 <sup>nd</sup> Ave	Shenanigan's
36	Jessica	Tjerina	702 Sheridan Rd #103	
37	Rachel	Vogt	9103 Old Green Bay Rd	Chutes and Ladders
38	John	Walther	7832 7 <sup>th</sup> Ave	Walgreens
39	Danielle	Weis	12526 257 <sup>th</sup> Ave – Trevor, WI	Rivals
	<b>TOTAL =</b>	<b>39</b>		
<b>b.</b>	<b>TRANSFER OF AGENT</b>			
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
1				
	<b>TOTAL =</b>	<b>0</b>		
<b>c.</b>	<b>SPECIAL CLASS “B”/ “Class B”</b>			
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>

1	10/12/13	Kenosha Art Association	Parking Lot between 5814 & 5824 on 6 <sup>th</sup> Ave (tent)	Second Saturday Pop Up Gallery
2	10/12/13	Lakeside Players, Inc.	514 56 <sup>th</sup> Street	Nat'l Big Read Presentation
	<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>
1	Terrance	Fogleman	4116 Washington Rd #101	My Way Cabs
	<b>TOTAL =</b>	<b>1</b>		







**Police Record Report**

**APPLICANT INFORMATION**

<b>Date of Application</b> 9/24/2013	<b>Name of Applicant</b> Ashok Patel	<b>Applicant's Date of Birth</b> [REDACTED]	<b>Driver's License Status</b> Valid Illinois DL
<b>License Number</b> 140764	<b>Address of Applicant</b> 366 Fairfax Ln, Grayslake, IL	<b>Business (where license is to be used)</b> Shree OM Enterprises	<b>Business Address</b>

<b>DATE OF CHARGE</b>	<b>OFFENSE</b>	<b>CASE STATUS</b>	<b>OFFENSE LISTED ON APPLICATION</b>	<b>POINTS</b>
9/23/2013	LIQUOR, SELL TO MINOR	DISPO PENDING		20
9/23/2013	LIQUOR, LICENSE VIOLATION	DISPO PENDING		20

**CITY ATTORNEY'S RECOMMENDATION**

<b>Offense Demerit Points</b>	40
<b>Were all offenses listed on the application?</b>	
<b>TOTAL DEMERIT POINTS</b>	40

**CITY ATTORNEY'S COMMENTS**


**FINAL RECOMMENDATION**

**GRANT**, Subject to  Demerit Points

**DENY**, based on material police record (substantially related to the license activity)

**DEFER or GRANT** subject to Non-Renewal Revocation due to False Application

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/12/2013	Husseln Asad		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140741	9709-85th Street	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/24/2009	LIQUOR LICENSE VIOLATION 09042666	DISMISSED BY PLED		
7/9/2009	LIQUOR, SELL TO MINOR 09103042	DISMISSED BY PLED		
7/9/2009	LIQUOR, LICENSE VIOLATION 09103042	DISMISSED BY PLED		
2/24/2011	LIQUOR, LICENSE VIOLATION 11025619	DISMISSED BY PLED		
2/24/2011	LIQUOR, SELL TO MINOR 11025619	DISMISSED BY PLED		
2/2/2012	JUV/TOBACCO VIOLATION N1254659	GUILTY	Y	20
2/2/2012	CITY CODE VIOLATION N1344827	GUILTY	Y	20
2/2/2012	CITY CODE VIOLATION N1344828	GUILTY	Y	20
2/26/2012	LIQUOR, LICENSE VIOLATION N1344619 12026111	DISMISSED BY PLED		
2/26/2012	LIQUOR, SELL TO MINOR N1344627	DISMISSED BY PLED		

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	60	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>60</b>	

CITY ATTORNEY'S COMMENTS
PREVIOUSLY HELD BEER LICENSE, TRANSFERRED 06/12

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

**NEW BARTENDER License**

**Police Record Report**

**APPLICANT INFORMATION**

<b>Date of Application</b> 9/4/2013	<b>Name of Applicant</b> Javier Salinas	<b>Applicant's Date of Birth</b> [REDACTED]	<b>Driver's License Status</b> Valid Illinois DL
<b>License Number</b> N140718	<b>Address of Applicant</b> 3408 Wembley Dr., Zion 60099	<b>Business (where license is to be used)</b> Texas Roadhouse	<b>Business Address</b>

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
<b>*APPLICANT NOTED ON HIS APPLICATION THAT IN 2006 HE WENT TO PRISON FOR CONTROLLED SUBSTANCE FOR 1 1/2 YEARS &amp; IN 2004 HE SERVED 6 MONTHS FOR CONTROLLED SUBSTANCE.</b>				

**CITY ATTORNEY'S RECOMMENDATION**

<b>Offense Demerit Points</b>	
<b>Were all offenses listed on the application?</b>	
<b>TOTAL DEMERIT POINTS</b>	

**CITY ATTORNEY'S COMMENTS**

~~DEFER PENDING RECEIPT OF CRIMINAL DISPOSITION RECORDS~~

**FINAL RECOMMENDATION**

**GRANT**, subject to  Demerit Points

**DENY**, based on material police record (substantially related to the licensee activity)

**DEFER or GRANT** subject to Non-Renewal Revocation due to False Application

Adverse C2



# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	9/3
INITIALS	add.
ADVERSE/NO ADV	
LP	<input checked="" type="checkbox"/>
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # 140718

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, \_\_\_\_\_. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

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

Date of Birth \_\_\_\_\_ Gender M Phone # 224.944.7627

Home Address 3408 Wembley Dr.

City/State/Zip Zion, FL. 160099

Email javislns@gmail.com

Driver's License or State ID Number \_\_\_\_\_ STATE \_\_\_\_\_ NUMBER \_\_\_\_\_

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

### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result  
See attached

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

in 2006 went to prison for controlled substance for 1 1/2 yrs.  
in 2004 did 6 months for controlled substance

-OVER-

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

Yes  No. If yes, explain:

In Illinois My license was suspended for unpaid speeding tickets.

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

If yes, state: charge, year, result

No seatbelt 3/18/2012 Speeding and license suspended 6/20/2010  
Speeding 8/21/2009

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

If yes, state: charge, year, result

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

Lake Forest Presbyterian Homes, Texas Roadhouse

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

~~Bl... ..~~ 50 N. McAree Apt. 3

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: Javier Salinas

Date: 9/4/2013

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant.

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/24/2013	Ketan Patel		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140781	3726 Canada Goose Crossing, Racine	Ayra's Liquor	

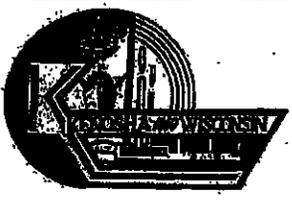
DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
<b>*ACTIVE WARRANT: RACINE POLICE DEPT. CONTEMPT OF COURT 06-06-2013 - BOND \$177 OR 4 DAYS AT RCJ / FAILURE TO ABATE LEAD-BEARING PAINT</b>				
12/13/2008	LIQUOR, LICENSE VIOLATION (5 YRS 12/13)	GUILTY	Y	20
2/24/2011	LIQUOR, SELL TO MINOR 11026659	DISMISSED	Y	—
4/5/2011	JUV/TOBACCO VIOLATION	GUILTY	Y	20
4/21/2011	LIQUOR, SELL TO MINOR 11052955	DISMISSED	Y	—
2/3/2012	AMUSEMENT LICENSE VIOLATION	GUILTY	Y	20
4/16/2012	AMUSEMENT LICENSE VIOLATION 12054444	DISMISSED	Y	N/A

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	60
Were all offenses listed on the application?	
<b>TOTAL DEMERIT POINTS</b>	<b>60</b>

CITY ATTORNEY'S COMMENTS
<b>DEFER - ACTIVE WARRANT</b>

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

*Adverse*



# OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>9/24/13</u>
INITIALS	<u>mm</u>
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 HOLD for Beverage Course

License # 140761

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name PATEL First Name KETAN MI M  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender M Phone # (262) 930-9778

Home Address 3722 Canada Goose Way

City/State/Zip Kenosha, WI 53140

Email Ketan 3722 @ Gmail. com OK

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

Name of Business Where License will be used AYRAS 6900  
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

- Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
 If yes, state: charge, year, result  
12/13/2008 liquor, licensed violation guilty (A)  
12/24/2011: liquor sell to minor DISMISSED  
4/5/2011 JUV/ toms violation guilty (4) 1 PARD PARD  
4/13/11 licensed violation liquor sell to minor, DISMISSED  
2/10/12 licensed violation guilty PARD PARD, 4/11/12 licensed violation DISMISSED
- Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State?  Yes  No If yes, explain:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

-OVER-

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

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

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

SPENDING TICKETS IN WISCONSIN I GOT FINED FOR IT  
MORE THAN FIVE YEARS AGO

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

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

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

BP EXPRESS 2216 22<sup>ND</sup> AVE, KENOSHA, WI 53140  
GIANTS GARDEN 1118 15<sup>TH</sup> AVE, UNION GROVE, WI 53182

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

3726 Canada Court Hwy  
Racine, WI 53409

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: Heck Date: 9/24/13

**APPLICANTS PLEASE READ**

NOTICE: If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant.

**Police Record Report**

**APPLICANT INFORMATION**

<b>Date of Application</b>	<b>Name of Applicant</b>	<b>Applicant's Date of Birth</b>	<b>Driver's License Status</b>
9/13/2013	Phillip Palmer		Valid
<b>License Number</b>	<b>Address of Applicant</b>	<b>Business (where license is to be used)</b>	<b>Business Address</b>
N140743	7203-60th Ave, #G4	Uncle Mike's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/23/2012	INTOXICANT IN VEHICLE-OPERATOR	GUILTY	N	20
4/25/2012	OPERATING W/O DL	GUILTY	N	20
7/12/2012	THEFT/SHOPLIFTING \$1-49 JUDGMENT OF CONVICTION 03/01/13		Y	20
7/12/2012	CONTEMPT, BAIL JUMPING-FELONY 03/01/13 CT. 03/14		Y	100

**CITY ATTORNEY'S RECOMMENDATION**

<b>Offense Demerit Points</b>	160
<b>Were all offenses listed on the application?</b>	
<b>TOTAL DEMERIT POINTS</b>	160

**CITY ATTORNEY'S COMMENTS**

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

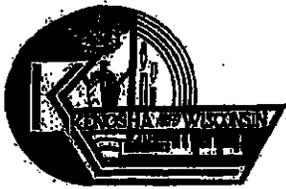
**FINAL RECOMMENDATION**

GRANT, Subject to  Demerit Points

DENY, based on material police record (substantially related to the license activity)

DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Adverse



### OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>9-13-13</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 HOLD for Beverage Course

License # 146743

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name Palmer First Name Phillip MI D  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender Male Phone # 262-676-3956

Home Address 7203 60th Ave Apt. G4

City/State/Zip Kenosha WI, 53142

Email orenegadev@hotmail.com

Driver's License or State ID Number \_\_\_\_\_  
STATE NUMBER

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

#### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result  
Burglary, 2013, 3 months in jail and 2 years probation

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

3 months for the above stated charge

-OVER-

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

I have had my license suspended for multiple speeding tickets.

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

If yes, state: charge, year, result  
Speeding, 2012, paid fine.

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

If yes, state: charge, year, result

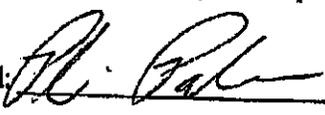
6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Uline, The Boatouse pub & eatery, Marian, Landscaping, The Coffee pot.

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

7203 60th Ave Apt 61

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: 

Date: 9-13-2013

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant.

**NEW BARTENDER License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/20/2013	Antonio Peoples		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140759	1012-45th Street, Lower	Harborside Mobil	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/13/2009	LICENSE NOT ON PERSON	GUILTY	Y	20
3/24/2011	OPERATING W/O LICENSE	GUILTY	Y	20
11/2/2011	LICENSE NOT ON PERSON	GUILTY	Y	20
11/2/2011	FALSE INFORMATION, GIVE 2011CM1786	GUILTY	N	40
3/19/2012	DRUG/PWID HARD DRUGS -COCAINE-FELONY 2012CF333	GUILTY	Y	100
8/28/2004	POSSESSION OF THC-2ND OFFENSE-FELONY 2004CF932	GUILTY	N	100
4/17/2002	DELIVER COCAINE-FELONY 2002CF423	GUILTY	N	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	400	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	400	

CITY ATTORNEY'S COMMENTS

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

Adverse



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	9-23
INITIALS	LM
ADVERSE/NO ADV	
LP	
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # N140759

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name Peoples First Name Antonio MI L  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender M Phone # 262-948-9856

Home Address 1012 45<sup>th</sup> St LWR

City/State/Zip Kenosha WI, 53140

Email \_\_\_\_\_

Driver's License or State ID Number WI \_\_\_\_\_  
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result  
Delivery drugs 3-19-12 probation

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

2 mths jail

-OVER-

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?  
 Yes  No. If yes, explain:  
 OWI ~~in~~ 1999-2000
- 
4. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending?  Yes  No  
 If yes, state: charge, year, result  
 All of these I've gotten tickets (2011)  
 Left of center line (2012) - OAS (2011) - Operate without insurance  
 Operate without insurance (2012) - No valid DL (2011)  
 Imprudent sp (2011) - OAR (2009) - OAR (2008) - speeding (2008)
- 
5. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination?  Yes  No  
 If yes, state: charge, year, result.
- 
6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:  
 Worked for myself as a barber
- 
7. List all addresses at which you have lived in the past five (5) years:  
 1012 45th Lwr Kenosha - 1616 55th St Kenosha  
 4818 22nd Ave Upper Kenosha - 4030 35th Ave Kenosha  
 6010 25th Ave Lwr Kenosha - 1716 51st Lwr Kenosha
- 
8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: Antony Peoples Date: Sep 20, 2013

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant.

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/15/2013	Ryan Street		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140723	1428 Rosalind Ave, Racine	Kwik Trip	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/2/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11/15/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
12/7/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
2/25/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/4/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/17/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/27/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
5/15/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
8/7/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
7/21/2011	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/10/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/23/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	20
3/23/2013	BLOOD ALCOHOL CONTENT	GUILTY	Y	

CITY ATTORNEY'S RECOMMENDATION

Offense Demerit Points	220
Were all offenses listed on the application?	Y
<b>TOTAL DEMERIT POINTS</b>	<b>220</b>

CITY ATTORNEY'S COMMENTS

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

FINAL RECOMMENDATION

GRANT, subject to  Demerit Points

DENY, based on material police record (substantially related to the license activity)

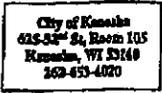
DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Address 44c

FOR OFFICE USE ONLY:

License # 140723 Issue Date \_\_\_\_\_

Beverage Course OK  HOLD for Beverage Course Initials RS



APPLICATION  
CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE  
(\$125.17, Wisconsin Statutes, §10.02 C. of the  
City of Kenosha Code of General Ordinances)  
FEE: \$75.00 (Type 217)

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Street First Name RYAN MI M  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Sex M Day Phone # 262-880-7376

Home Address 1426 Rosalind Ave.

City/State/Zip Racine / WI / 53403

Email Address Street340@gmail.com

Driver's License or State ID Number \_\_\_\_\_  
(Must indicate the state if this is not a Wisconsin DL or ID)

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) KWIK TRIP

Address of Business Where License is to be Used \_\_\_\_\_

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time?  Yes  No If Yes, state charge, year offense committed or alleged to be committed, and disposition: 2005, misdemeanor possession of THC. All paid off and probation completed  
2013, OUI first offense
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state?  Yes  No If yes, please explain: 1 night of jail in 2005 for misdemeanor possession of the charge and one year of probation.
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: A few times in the past, most recent in 2013 for my OUI first offense.
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition: OUI in Wisconsin, Driving without license in Wisconsin more than 1 time in the past 5 years, no suspension, Driving without proof of insurance in Wisconsin, Driving unregistered vehicle in Wisconsin, Running a red light in Wisconsin, Speeding in Wisconsin, parking ticket in Wisconsin.

5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination?  Yes  No - If yes, state charge, year offense committed or alleged to be committed, and disposition: \_\_\_\_\_

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)  
Guaranty Bank 8751 W Blue mound Rd Milwaukee, WI  
US Bank 1444 W Wisconsin Ave Milwaukee, WI  
AT Wright Racine, WI. Pig-N-OUT Racine, WI

7. List all addresses at which you have lived in the past five years: 2012 St Claire St Racine WI,  
1832 N Oakland Ave #2 Milwaukee, WI 53201  
1426 Rosalind Ave Racine, WI 53403.

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: \_\_\_\_\_  
APPLICANT'S SIGNATURE

Date: 08-15-13

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

**A. Prohibition** - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

**B. Penalty:** 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license of permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permits years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Please file this application and pay the appropriate fee in person.

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/24/2013	Carlos D. Mendoza		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140785	5526-64th Ave	Buffalo Wild Wings	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
<b>ACTIVE WARRANT: CALUMET COUNTY SHERIFF - 02-14-2012 NON FELONY STATE LAW - LARCENY FROM BUILDING / BOND \$1000.00</b>				
<b>ACTIVE WARRANT: APPLETON POLICE DEPARTMENT - 05-21-12 NON-FELONY STATE LAW- OMOVWI CONTEMPT OF COURT -BODY ONLY</b>				
1/26/2011	OPERATING WHILE INTOXICATED	GUILTY	Y	20
1/28/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
3/23/2011	OPERATING WHILE SUSPENDED	GUILTY	N	20
3/23/2011	BLOOD ALCOHOL CONTENT 2 <sup>nd</sup> Offense	GUILTY	N	80
3/23/2011	OPERATING WHILE INTOXICATED	GUILTY	N	
4/14/2012	OPERATING W/O A LICENSE	GUILTY	N	20
1/6/2012	THEFT-MOVABLE PROPERTY <=\$2500	PENDING	N	20

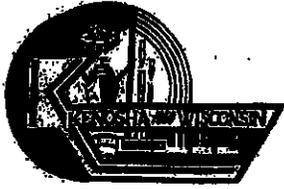
CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	
Were all offenses listed on the application?	
<b>TOTAL DEMERIT POINTS</b>	

CITY ATTORNEY'S COMMENTS
ACTIVE WARRANTS

FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, has too many points plus Warrants
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

C4d

Adverse



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	9-24-13
INITIALS	CS
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed  
 HOLD for Beverage Course

License # ~~5321-0487-10~~ 140765

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name Mendoza First Name Carlos MI D  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender Male Phone # (262) 764-4171

Home Address 5326 64th Ave

City/State/Zip Kenosha WI 53144

Email king.carlos1987.cm@gmail.com

Driver's License or State ID Number \_\_\_\_\_

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
DWI II Appleton WI 2010  
3 months in jail

2. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State?  Yes  No If yes, explain:  
3rd Dwi 8 months in jail

-OVER-

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

3rd DWI

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

If yes, state: charge, year, result

3rd DWI

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

If yes, state: charge, year, result

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

Buffalo wild wings Kenosha  
Buffalo wild wings Chicago

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

2119 W cloudyview Dr Appleton WI  
2309 W 23rd street Chicago IL

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed:

Date:

9/24/2013

**APPLICANTS PLEASE READ**

NOTICE: If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant."

**NEW BARTENDER License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
Not Listed	Joseph Conforti		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140525	3916 Washington Rd, #215	Antonio's Pizza	2410-52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/16/2009	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/30/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
5/25/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	20
9/16/2012	BATTERY/SIMPLE ASSAULT - MISDEMEANOR	DISPO PENDING	Y	20
9/16/2012	THREATS/INTIMIDATION - MISDEMEANOR	DISPO PENDING	Y	20
9/16/2012	FALSE IMPRISONMENT - 2012CF1033	DISPO PENDING	Y	100
9/16/2012	DISORDERLY CONDUCT	DISPO PENDING	Y	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	220
Were all offenses listed on the application?	Y
<b>TOTAL DEMERIT POINTS</b>	<b>220</b>

CITY ATTORNEY'S COMMENTS

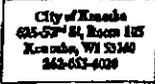
FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due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

Address

FOR OFFICE USE ONLY:

New License # 140525 Issue Date \_\_\_\_\_

M Beverage Course OK  HOLD for Beverage Course Initials RS



APPLICATION CITY OF KENOSHA OPERATOR'S (BARTENDER) LICENSE (\$125.17, Wisconsin Statutes, §10.02 C. of the City of Kenosha Code of General Ordinances) FEE: \$75.00 (Type 217)

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30th day of June, 2015. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

THE FOLLOWING QUESTIONS MUST BE ANSWERED (PLEASE READ)

Last Name Corfanti First Name Joseph MI A

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

Date of Birth \_\_\_\_\_ Sex M Day Phone # 262-960-5490

Home Address 3916 Washington RD #215

City/State/Zip Kenosha, WI, 53144

Email Address JPL44@mail.com

Driver's License or State ID Number \_\_\_\_\_ (Must indicate the state if this is not a Wisconsin DL or ID)

Name of Business Where License is to be Used (If Unknown At This Time, Leave Blank. NOTE: license may only be utilized in the City of Kenosha) Antonios Pizza

Address of Business Where License is to be Used 2410-52 St. Kenosha, WI

- 1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: 12/07 @ Courts of Battery & Disorderly Conduct 9/12 Pending Charges
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: 12/07 Served 30 Days
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: stu was suspended for unpaid tickets
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year/offense committed or alleged to be committed, and disposition: 5/10 - Driving while suspended - no Reg 1/10 - Driving while suspended - no Reg

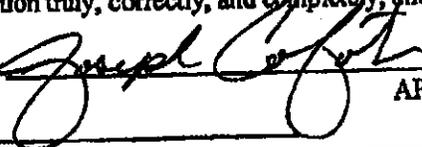
5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition: \_\_\_\_\_

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)

Matt's Deli - 2302-52 St Kenosha, WI  
Antonio's Pizzeria - 2410 52 St. Kenosha, WI

7. List all addresses at which you have lived in the past five years: 8546-21 AVE Kenosha, WI  
2916- Washington RD Kenosha WI

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed:   
APPLICANT'S SIGNATURE

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

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

**A. Prohibition** - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

**B. Penalty 1)** Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. **2)** The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permits years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Please file this application and pay the appropriate fee in person.

**Police Record Report**

<b>APPLICANT INFORMATION</b>			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/27/2013	Jessica Lumblin		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140897	4828 Hansche Road	Noodles & Company	7201-120th Ave

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/6/2011	LIQUOR, POSSESS BY UNDERAGE	GUILTY	Y	20
6/6/2011	DRUG/POSSESS MARIJUANA - AMENDED TO D.C.	GUILTY	Y	20
11/4/2009	D.C. (17)		Y	20
5/19/2010	OBSTRUCTING (17)		Y	40

<b>CITY ATTORNEY'S RECOMMENDATION</b>	
Offense Demerit Points	100
Were all offenses listed on the application?	Y
<b>TOTAL DEMERIT POINTS</b>	<b>100</b>

<b>CITY ATTORNEY'S COMMENTS</b>

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

Dianna Figueroa  
7224 120<sup>th</sup> Ave  
Kenosha, WI, 53142  
(262)857-3168  
Kenosha@noodles.com

9/14/13

To whom it may concern:

I am writing as a witness to the growth and maturity of Jessica Lambin. I have known her for two and a half years, and I can testify to her advancement. She was a part of my team as just an employee. Then a year and a half ago she started coming in with a new attitude and preformed every duty assigned to her with the highest quality. She was promoted by both me and our General Manager (Jennifer Miller) to a Journey Leader. She has been promoted again, for going on two months, and is now a part of my management team.

Jessica has shown her maturity and dedication to our company through her long and hard journey to management, and now that she has made it to this level it is a necessity for her to have a liquor license. I understand that mistakes have been made, however; Jessica has come a long way since then. I believe that she is a hard working individual, and I would hate for her to lose out on this opportunity because of a poor choice made years ago when she was less then she is now.

I want to attest to the fact that Jessica is a more responsible, trustworthy, and sharpened person. She is a great asset to my management team and deserving of a second chance. If you need to contact me please feel free to do so.

Respectfully yours,

Dianna Figueroa

***Johansen and Fleming Psychological Services, S.C.***

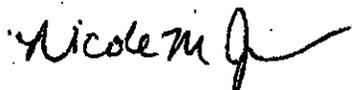
6121 Green Bay Road, Ste. 230 • Kenosha, WI 53142 • Phone (262) 654-8366 • Fax (262) 842-0444

September 11, 2013

To Whom It May Concern:

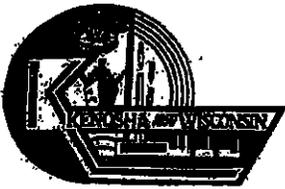
Jessica Lambin had asked if I would write a letter of recommendation for her regarding how she has changed over time. I have known Jessica since February 2006 at which time her parents brought her to see me for psychotherapy as a young teenager. She was brought in initially with issues of depression and poor self-esteem. In 2007 after completing a psychological evaluation, she was diagnosed with Bipolar Disorder. During early treatment and through the next several years, Jessica struggled with impulsive behaviors and poor choices when the Bipolar was not stabilized. After many different trials of medication, continued therapy, and maturity, Jessica's behavior and emotions have stabilized over the last couple years. Jessica has worked on maintaining stable employment, furthering her education, and continuing to be compliant with on-going treatment. She continues to set goals for herself such as gaining valuable management experience that would help her with future employment, as well as obtaining her degree. I did not hesitate to write this letter of recommendation for Jessica as I have observed many changes over the years of knowing her. Thank you for your time and attention to this letter.

Respectfully Submitted,



Nicole M. Johnson, MS, LPC, LMFT  
Licensed Marriage and Family Therapist

Adverse



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>8-27B</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	

- Beverage Course Completed
- HOLD for Beverage Course

License # 140697

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, \_\_\_\_\_. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name Lambin First Name Jessica MI C  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth \_\_\_\_\_ Gender F Phone # 262-598-8147

Home Address 4828 Harsche Rd.

City/State/Zip Racine, WI 53403

Email j.lambin@yahoo.com

Driver's License or State ID Number WI \_\_\_\_\_  
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result  
Liq. possession by underage 06/06/2011 found guilty  
drug/possess marijuana 06/08/2011 found guilty thru shoplet  
1-29 11/04/2009 guilty - amended charge, juv/cuffew violation  
5/19/2010 found guilty, false information give 5/19/2010 found guilty

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

-OVER-

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

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

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

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

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

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

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

Noodles and Company, 7201 120<sup>th</sup> Ave, Jerry Smith's Pumpkin Farm 7150 18<sup>th</sup> Street, Dairy Queen, 4612 75<sup>th</sup> Street.

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

4828 Harsche Rd Racine, WI

8. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.

Signed: Genia Lemlein

Date: 8/27/2013

**APPLICANTS PLEASE READ**

**NOTICE:** If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it will be denied.

Per §1.225 of the Code of General Ordinances, "The first Twenty-Five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant.

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/8/2013	Thomas Rocklaw		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N148038	6027-25th Ave	Keno Cab	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/22/2011	DISORDERLY CONDUCT 2011CF1218 (MISDEMEANOR)	GUILTY	Y	20
12/22/2011	RESISTING/OBSTRUCTING (MISDEMEANOR)	GUILTY	Y	20
12/22/2011	ENDANGER SAFETY/USE DANG. WEAPON (MISDEMEANOR)	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	60	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>60</b>	

CITY ATTORNEY'S COMMENTS

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



**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
7/3/2013	Scott Poskus		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N140027	1118-62nd Street	My Way Cab	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/18/2009	DC PERSON	GUILTY	N	
6/5/2011	ESCAPE FROM JUSTICE	CUSTODY ONLY	N	

**SEX OFFENDER REGISTRANT - UNSURE OF CHARGES**

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/8/2011	EXTRADITED 2011CF540			

**CITY ATTORNEY'S RECOMMENDATION**

Offense Demerit Points \_\_\_\_\_  
 Were all offenses listed on the application? \_\_\_\_\_  
 TOTAL DEMERIT POINTS \_\_\_\_\_

**CITY ATTORNEY'S COMMENTS**

**DEFER - NEEDS TO PROVIDE ADDITIONAL DOCUMENTATION**

**FINAL RECOMMENDATION**

- GRANT, Subject to  Demerit Points
- DENY, based on material police record (substantially related to the license activity)
- DEFER or GRANT subject to Non-Renewal Revocation due to False Application

FOR OFFICE USE ONLY:

*Advised*

License Number N140027

Date Granted \_\_\_\_\_

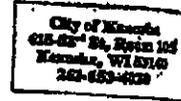
Date Issued \_\_\_\_\_

**CITY OF KENOSHA, WISCONSIN  
APPLICATION FOR TAXI DRIVER'S LICENSE**

Fee: \$30.00 New/\$30.00 Renewal

Expires: April 30th

Type: 144



The undersigned requests that a license be granted in accordance with Chapter XIII, Section 13.07 G. of the Code of General Ordinances of the City of Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

POSKUS

SCOTT

M

Last Name

First Name

Middle Initial

1118 62nd St

KENOSHA WI

53143

262

Address

City

State

Zip

Phone Number

716-4233

Date of Birth

State of Wisconsin Driver's License Number and Expiration Date (Required)

MY WAY

CAB

Name of Business & Address of Business Where License is to be Used (If Unknown At This Time, Leave Blank)

1. Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time?  Yes  No If Yes, state charge, year offense committed or alleged to be committed, and disposition: \_\_\_\_\_
2. Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state?  Yes  No If yes, please explain: \_\_\_\_\_
3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state?  Yes  No If yes, please explain: \_\_\_\_\_
4. Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition: \_\_\_\_\_
5. Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination?  Yes  No If yes, state charge, year offense committed or alleged to be committed, and disposition: \_\_\_\_\_

-OVER-

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)

IM ON SST

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

319 59th St Kenosha WI  
4707 7th Av Kenosha WI

8. I have read and understand the "Applicants Please Read" section of this application. I certify that I am the applicant named in the foregoing application, and that I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so. I also certify that:

- I am able to read and write the English language, and I am not addicted to the use of intoxicating liquors or drugs.
- I am at least 18 years of age and that I have a valid Wisconsin Driver's License.
- I have never been arrested, except as listed above.

Scott M. Kosko  
SIGNATURE

July 03 2013  
DATE

**APPLICANTS PLEASE READ**

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

A. **Prohibition** - It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

B. **Penalty** 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

**After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Building at 1000-55th Street, to have your picture and fingerprints taken. You must do this Monday through Friday between the hours of 1:00 and 3:00 p.m. ONLY.**

my name is Scott Postus  
I'm 41 years old  
I have a a a Really Bad  
child hood I WAS ABUSE  
FROM A AEOIC father  
who beat me at six with  
A BASE BALL BAT Left me  
to Die a six years old I  
WAS PUT AWAY IN MENTAL  
hospital 6 to 21 years old  
Because no half way would  
take me Because I WAS hyper  
and suffer with night marse

I had to become a adult  
at 7 years old I never had  
a child hood my life  
has chance as I'm get  
older and I'm tired  
of getting TURN DOWN  
FOR JOBS I WANT TO HAVE  
A JOB and a life and not  
a life on SS£ All my life  
I have to kids and I don't  
be there FOR them Pinching  
and I want to BUT SSI IS  
NOT THE ANSWER

and I'm trying to  
 make things right in  
 my life

I hope this letter will  
~~be~~ open up a new  
 begin in my life

I'm not a bad person  
 I never did drugs or  
 drink I have a excellent  
 driving record so please  
 have it in your hearts

to give me a chance

to do something right in my  
 life

ON 02/20/2003  
IN MCHUGA COUNTY  
I Plead Guilt TO A SEX  
CRIME THAT IT DIDNT  
DO I WAS SETUP THEY DID  
FINE ME FIF FOR TRIAL DO  
TO A SIE AFALWATION I WAS  
NEVER ON PROBATION OR SUPERVISOR  
AND NEVER CHANGE WITH A FELON —  
JUST A MISONMNER ON  
GONE TO BE OFF ON FEB 20  
2014

5/18/2009

I WAS charged w/ Disorderly conduct  
for ~~the~~ yelling & swearing  
ON the phone at a family ~~member~~  
member at the court house

I Plead Guilty to LOW

The fine FROM 800.00  
TO 150.00 AND IS WAS  
PAID EM ON SSI and

COUNTY PAY 800.00 SO I

Plead Guilty to Less Payment

ON

6/8/2011

I had A WARRANT IN  
PARA I, FOR FAILURE TO  
PAY COURT FINES  
FOR ~~DISSENT~~ FOR BAD CHECK  
WRIGHT I did escape  
I miss one payment and  
I DON'T have ANY more  
payments IT'S DONE  
and over

## To Whom it May Concern:

Scott has asked me to write a letter to you indicating what I know about him.

I have known Scott for ~~years~~ <sup>a long time</sup>, and been in a personal relationship with him as his girlfriend for about 9 months.

Scott is an amazing person who never stops thriving for improvement. Anyone who knows him is aware that he is a very caring individual who tends to put others needs before his own. As his girlfriend I know that this is a part of him that makes him happy. He is genuinely happy + most productive when he is doing for others.

Our neighbors love him for all his efforts to make our neighborhood safer, cleaner and overall more desirable. He maintains lawns for some of the senior citizens for free + ~~often~~ often does repairs on lawns + cars just to help out. The kids in the neighborhood call him Mr. Scott, and are always hanging out in our yard. Many of the kids are without any adult supervision

Recently at our garage Sale one of the young boys was caught stealing something from our sale. Instead of telling the kid to go home, Scott gave the kid some projects to do, one of which was picking up garbage in the alley. The boy thought it was a punishment at first, but when he was done Scott gave him the item he stole. The kid wanted more projects to do + said he'd do it free. Instead, Scott found things for him to do for our neighbor, and paid the boy out of his own pocket.

This is just a small example of what kind of a person Scott is. I think it speaks volumes to his character, and many people should learn from his compassion + willingness to make the most of every situation.

If you have any questions, feel free to ask me. I am glad to assist you in making the positive conclusion that Scott should have his Taxi License. His perfect driving record, and great social skills will make him a great asset to the CAB Co.   
 Sincerely,  
 [Signature]

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Oct. 8, 20 2013 ending June 30, 20 2014

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

County of Kenosha Aldermanic Dist. No. 5 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 75.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ 375.00
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46.00
TOTAL FEE	\$ 496.00

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President Adrian Viveros</u>	<u>2700 - 22nd Ave</u>	<u>53140</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Adrian Viveros</u>		
Directors/Managers			

3. Trade Name Los Taguitos Business Phone Number 262-605-9605

4. Address of Premises 2105 - 22nd Ave Post Office & Zip Code 53140

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
- 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
- 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
- 8. (a) Corporate/limited liability company applicants only: Insert state the WI and date 2-14-2013 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) MAIN DINNING ROOM OFFICE IN BASEMENT

10. Legal description (omit if street address is given above):

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.6) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 266-2776].  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17 day of September, 20 13

[Signature]  
(Clerk/Notary Public)

Adrian Viveros  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires 4-11-2017

### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>9/17/13</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

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

1. Applicant Name ADRIAN VIVEROS Business Name LOS TAQUITOS INC.

2. Property Information: Address 2105 22 ave Owner Michael Spallato

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 3600 Assessed value of property 526,800.00 \*

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 20,000.00 \*

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 5 Number of Part Time Employees 10

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

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

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

BEER \$7,000 PER MONTH (20% of MONTHLY GROSS)

LIQUOR \$3,500 PER MONTH (10% of MONTHLY GROSS)

FOOD \$35,000 PER MONTH (CURRENT MONTHLY GROSS)

OTHER (specify) N/A

TOTAL GROSS MONTHLY REVENUE \$45,500

(OVER)

\* C9

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Adrian Viveros Business Name LOS TAQUITOS INC.

Property Information: Address 2105 22ND AVE Owner MICHAEL SPALONGO

8. Explain how the issuance of this license will benefit the City: Los Taquitos has served Kenosha for almost ten years. We have worked diligently to ensure our business is up to code. This license would help us provide an even richer, authentic Mexican dining experience.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: Because the business is located on a plaza, all the surrounding properties will benefit from our increased business. As we benefit from our neighbors, attracting more business will also provide more exposure to the other businesses in the plaza.

10. Explain why the business have a significant, positive influence on the City economy: If Los Taquitos secures this license, we will spur greater competition among Mexican restaurants in Kenosha. We have consistently placed as second or first among Mexican restaurants for five years, and further competition would help us stimulate the economy.

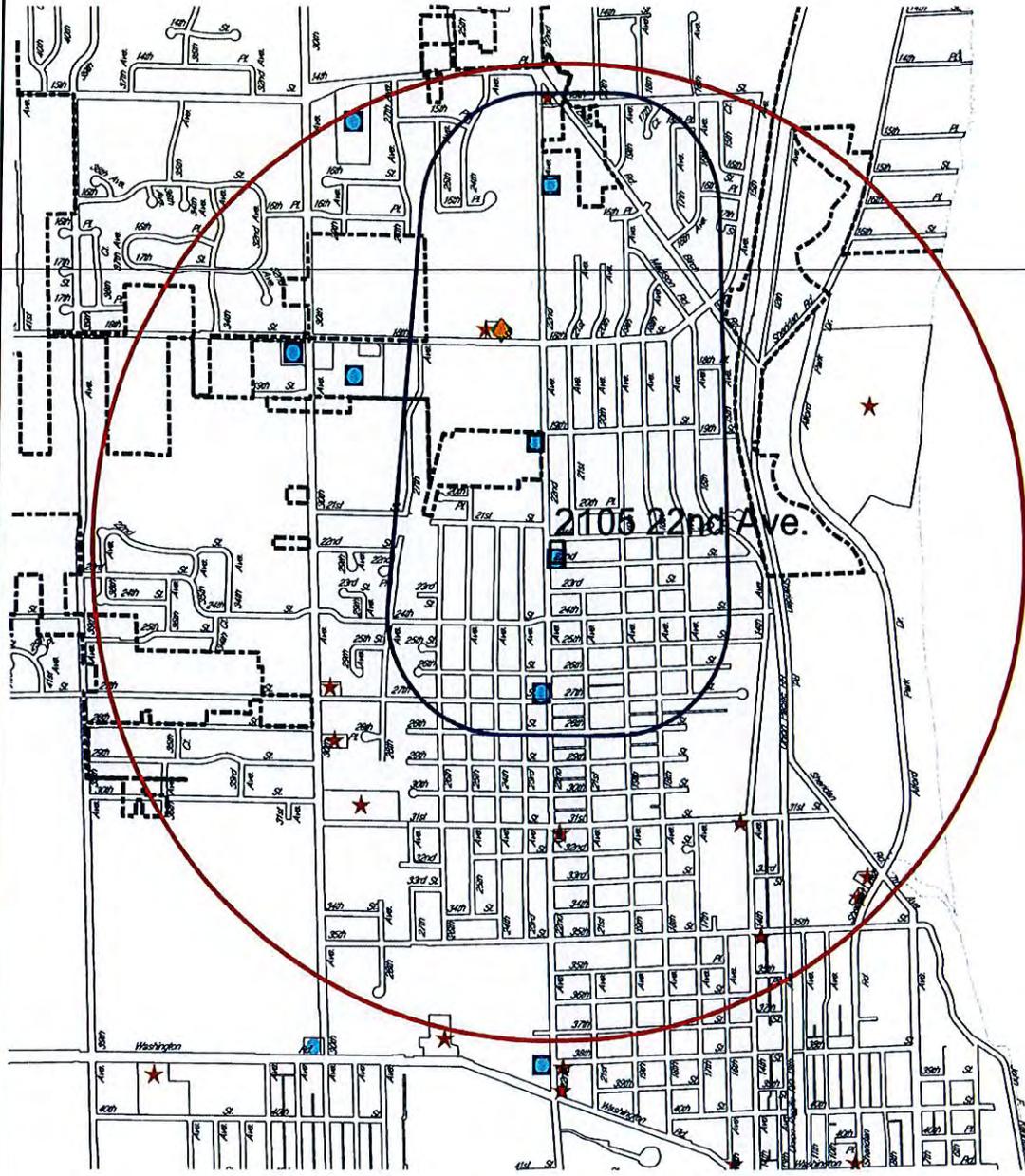
11. Has the applicant contacted the alderperson of the district where this business is located? Yes

12. List other factors the Common Council should consider: We are a family owned and operated business. The owners have lived in Kenosha for over ten years, and we have contributed to the city any way we have been able to. Our business has grown gradually over the years and we have consistently outperformed our competitors to earn rave reviews on Yelp and Trip Advisor. However, many of our customers have expressed that they believe their experience would improve if we could offer alcoholic beverages. We always seek to keep our customers happy, while being mindful of the city's codes. This license would allow us to grow to the next step.

Applicant's Signature Adrian Viveros

City of Kenosha

"Class B" Liquor/Class "B" Beer Combination Application  
2105 22nd Avenue



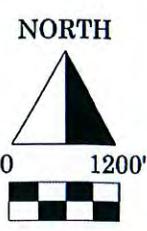
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	7	7	1	10	1
Other Districts	0	0	0	2	0

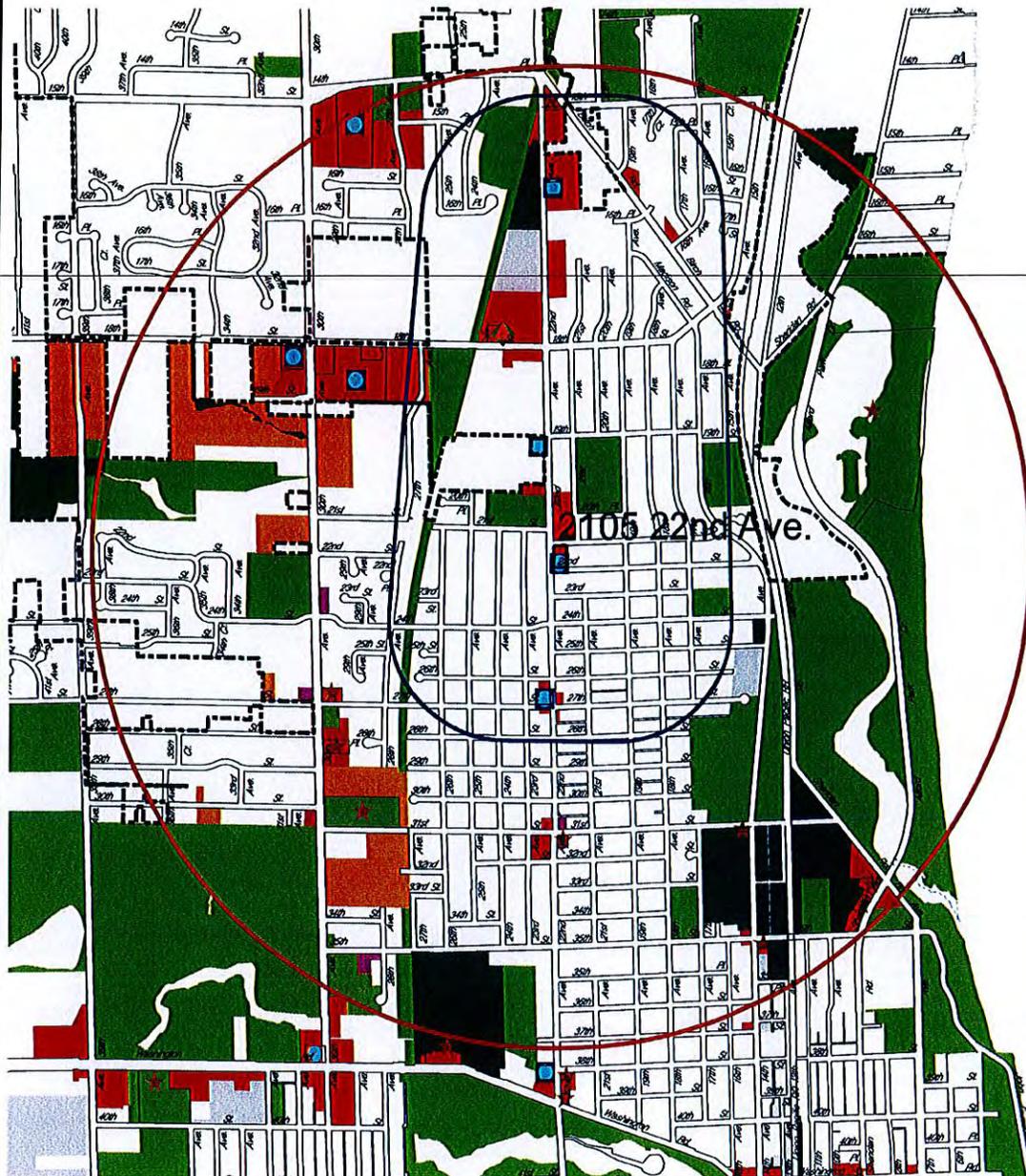
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	4	4	1	2	1
Other Districts	0	0	0	0	0



----- Municipal Boundary

City of Kenosha

"Class B" Liquor/Class "B" Beer Combination Application  
2105 22nd Avenue



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

Note: Residential Districts are not colored.

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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Liquor Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	7	7	1	10	1
Other Districts	0	0	0	2	0

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

----- Municipal Boundary

NORTH



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning November 1 2013; ending June 30 2014

TO THE GOVERNING BODY of the: [ ] Town of [ ] Village of [x] City of Kenosha

County of Kenosha Aldermanic Dist. No. 1 (if required by ordinance)

Table with columns: TYPE, FEE. Includes Class A beer (\$333), Class B beer, Class C wine, Class A liquor, Class B liquor, Reserve Class B liquor, Publication fee (\$46), TOTAL FEE (\$379).

- 1. The named [ ] INDIVIDUAL [ ] PARTNERSHIP [ ] LIMITED LIABILITY COMPANY [x] CORPORATION/NONPROFIT ORGANIZATION

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

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

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

President/Member: Jameer Zahran, Home Address: 3760 S. 15th St. Milwaukee, WI 53221
Vice President/Member: SAAD S. Mohammed
Secretary/Member:
Treasurer/Member:
Agent: Jameer Zahran
Directors/Managers:

3. Trade Name: Sams Grocery Store Business Phone Number: 414-759-7600
4. Address of Premises: 5439 22nd Ave. Post Office & Zip Code: 53140

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? [x] Yes [ ] No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? [x] Yes [ ] No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? [ ] Yes [x] No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9/17/10 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? [ ] Yes [x] No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? [x] Yes [ ] No

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Cooler & back stockroom S.2

- 10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? [ ] Yes [x] No
(b) If yes, under what name was license issued?
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.6) before beginning business? [x] Yes [ ] No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [x] Yes [ ] No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? [x] Yes [ ] No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME

this 18 day of September, 2013

Signature of Notary Public

My commission expires 4-11-17

Signature of Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual
Signature of Officer of Corporation/Member/Manager of Limited Liability Company/Partner
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Table with columns: Date received and filed with municipal clerk, Date reported to council/board, Date provisional license issued, Signature of Clerk / Deputy Clerk, Date license granted, Date license issued, License number issued.

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

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

1. Applicant Name Sami's Corporation Business Name Sami's Grocery Store

2. Property Information: Address 3760 S. 15th St. Owner Sameer Zahran \*

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 1400 square ft. Assessed value of property 108,300

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 12000.00

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 2 Number of Part Time Employees 2

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

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

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

BEER \$3,000

LIQUOR                     

FOOD \$4,000

OTHER (specify) \$1,000 clothes, accessories, and detergents / cleaning supplies

TOTAL GROSS MONTHLY REVENUE \$10,000

(OVER)

## CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT PAGE TWO

Applicant Name: Sumitran, A. L. Business Name: Sumitran, A. L.Address/Information: 5134 Lind Ave. Kenosha, WI

8. Explain how the issuance of this license will benefit the City: The most important thing is to make the building look professional, neat/clean, and a safe environment for the neighborhood which will bring home values around the store to increase.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: It will improve value of properties and provide a nice environment for local residence in order to obtain food.

10. Explain why the business have a significant, positive influence on the City economy: I am from Milwaukee, moving to Kenosha, in hopes of opening a small business which will improve the economy of the surrounding area.

11. Has the applicant contacted the alderperson of the district where this business is located? yes.

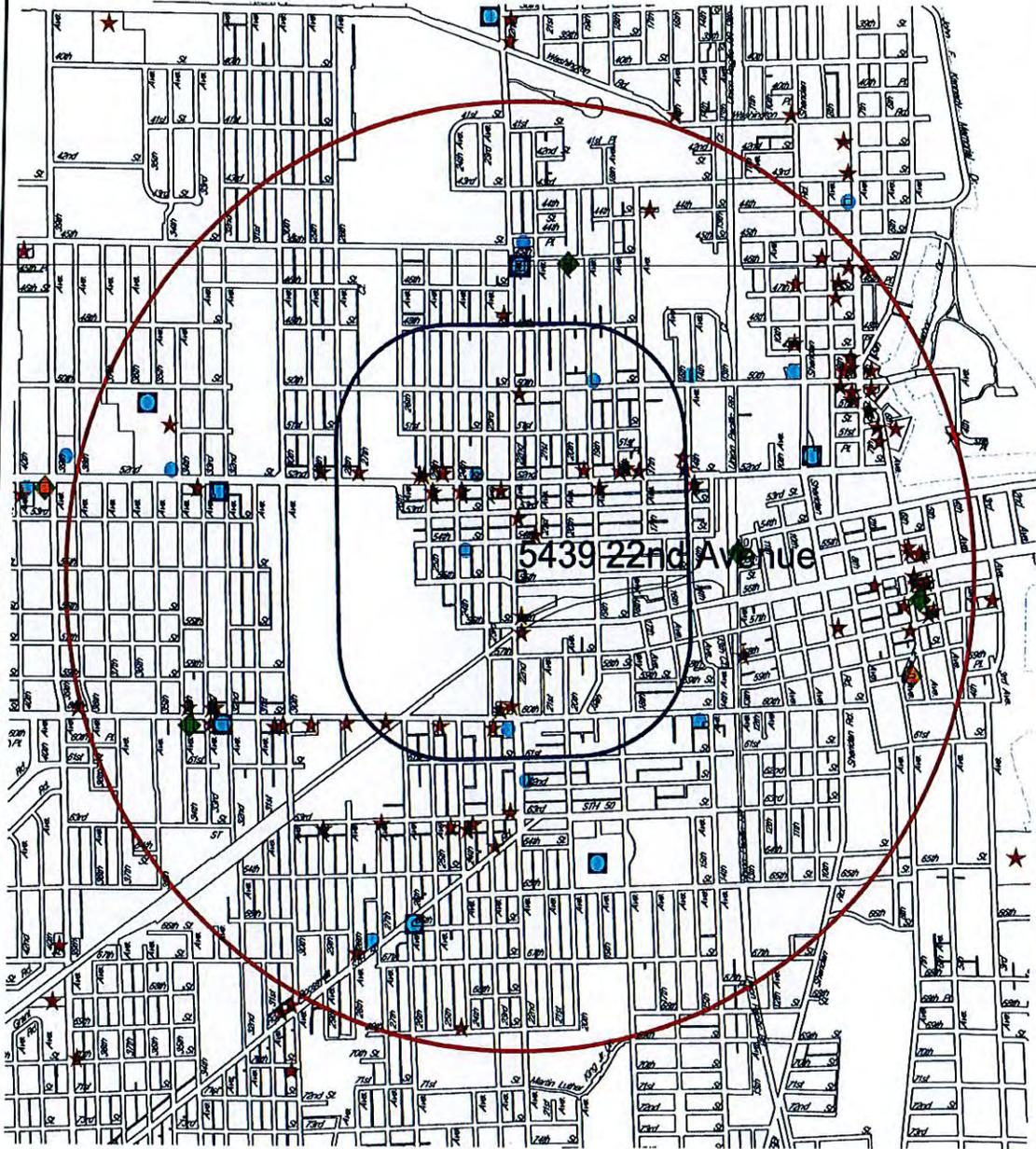
12. List other factors the Common Council should consider: Not only will I be fixing up the area of the store but I will be fixing up the outside cement and bring a warm setting to the area.

Applicant's Signature



# City of Kenosha

## Class "A" Beer Application 5439 22nd Avenue



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	18	7	5	78	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	1	0
Business Districts	4	0	0	23	0
Other Districts	0	0	0	0	0

NORTH

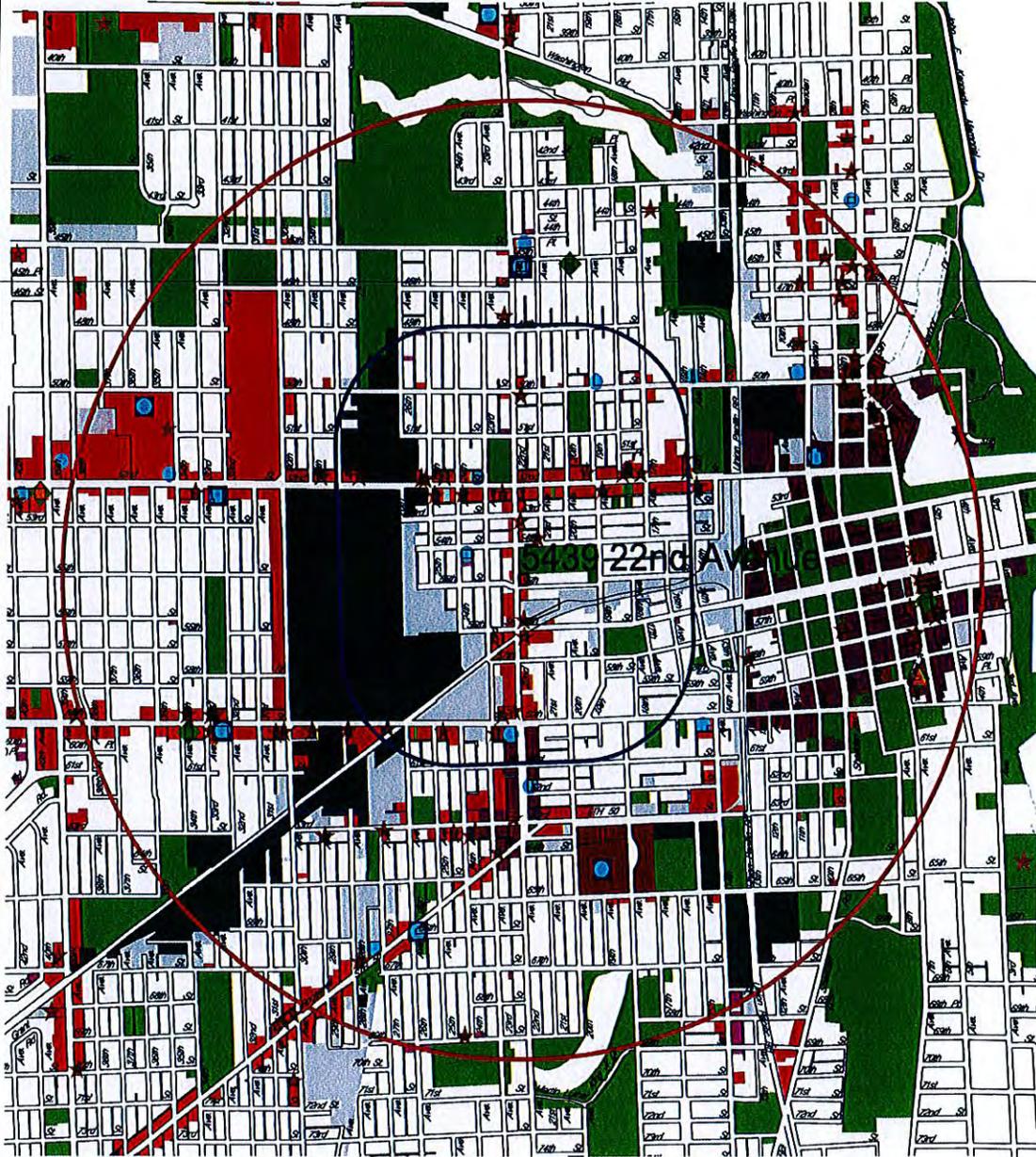


----- Municipal Boundary

DCD ~ City Clerk-Treasurer ~ DS ~ MN ~ September 23, 2013 ~ mc

# City of Kenosha

## Class "A" Beer Application 5439 22nd Avenue



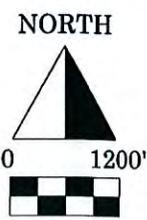
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.  
 Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant      — 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	18	7	5	78	1
Other Districts	0	0	0	0	0

6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	4	0	0	23	0
Other Districts	0	0	0	0	0



----- Municipal Boundary

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning OCTOBER 20 13 ;  
ending JUNE 20 14

TO THE GOVERNING BODY of the:  Town of } KENOSHA  
 Village of }  
 City of }  
County of KENOSHA Aldermanic Dist. No. JAN. M. 3 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN): <u>46-368-6599</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>225-</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$ <u>225-</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>46-</u>
<b>TOTAL FEE</b>	<b>\$ <u>496-</u></b>

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ MARK T. GERBER  
SKY BOX OF KENOSHA LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MEMBER</u>	<u>MARK T. GERBER</u>	<u>6510-93RD AVENUE KENOSHA, WI 53142</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>MARK T. GERBER</u>	<u>6510-93RD AVENUE KENOSHA, WI</u>	<u>53142</u>
Directors/Managers			

3. Trade Name ▶ SKY BOX BAR & GRILL Business Phone Number 262-914-8541  
4. Address of Premises ▶ 2901-60TH STREET Post Office & Zip Code ▶ KENOSHA, WI 53142

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
- 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
- 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
- 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9-15-13 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sale, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor - 2nd Floor w/ BASEMENT STORAGE, OUT BAR BAR AVAILABLE

- 10. Legal description (omit if street address is given above):
- 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? CENTO RANNE LLC
- 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.6) before beginning business? [phone 1-800-837-8884]  Yes  No
- 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 288-2778]  Yes  No
- 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

SUBSCRIBED AND SWORN TO BEFORE ME  
this 18 day of September, 20 13  
Michael J. Nelson  
(Clerk/Notary Public)

Mark T. Gerber MEMBER  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Mark T. Gerber  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
Mark T. Gerber  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires 4-11-17

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>9/18/13</u>			<u>Michael J. Nelson</u>
Date license granted	Date license issued	License number issued	

# 8 - ~~8~~ = GRABY LLC - GERB'S TRF  
 GERB'S PUB OF KENOSHA LLC / CHAMPIONS SPORTS BAR  
 GERB'S TRF OF KENOSHA INC. - GERB'S TRF

---

8-C - GRABY LLC GERB'S TRF  
 GERB'S TRF OF KENOSHA LLC GERB'S TRF  
 GERB'S PUB OF KENOSHA INC CHAMPIONS SPORTS BAR

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

CLASS "A" BEER  
(GROCERY STORE, LIQUOR STORE, GAS STATION)

CLASS "B" BEER (RESTAURANT, BAR)

"CLASS A" LIQUOR  
(GROCERY STORE, LIQUOR STORE, GAS STATION)

"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name Mark T. Gerber Business Name Sky Box Bar and Grill

2. Property Information: Address 2901- 60th Street Owner John Arguare

If applicant is not owner, does applicant have a lease agreement with the owner (Yes) or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building App. 1300 sq ft Assessed value of property 185 K

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 8000.00

5. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)  
Number of Full Time Employees 2 Number of Part Time Employees 3

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

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

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

BEER \$ 1500.00 Appx

LIQUOR \$ 2000.00 Appx

FOOD \$ 1600.00 Appx

OTHER \$ 1000.00 Appx Juke, Box, Pool Table, Dart Board

TOTAL GROSS MONTHLY REVENUE Appx \$6100.00 / Month

(OVER)



8. Explain how the issuance of this license will benefit the City: Put app. to MORE PEAS TO WORK

ALLOWS ME TO KEEP AN AFTER MON JOB. SPONSOR LOCAL STATE

for SPORTS IN KEWSHA.

9. Explain why the business will have a substantial positive impact upon the surrounding properties: \_\_\_\_\_

RECENTLY RENOVATED BUILDING - UPDATED INTERIOR & EXTERIOR

10. Explain why the business have a significant, positive influence on the City economy: SPORTS TEAMS, KEEP

THE DOLLAR FLOWING IN DOWN AND NOT TO FACING A WASTEFUL

11. Has the applicant contacted the alderperson of the district where this business is located? YES.

12. List other factors the Common Council should consider: I HAVE HAD NO VIOLATIONS AT

THE LAST 5 BARS & HAVE MANAGED OR OWNED.

- WE RUN A CLEAN ESTABLISHMENT

- WELL KNOWN IN THE COMMUNITY

Applicant's Signature

LICENSE SURRENDER

STATE OF WISCONSIN  
KENOSHA COUNTY } SS

Cento Anni, LLC  
(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 140126 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

Skybox of Kenosha LLC

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 140126, to the City Clerk

prior to the time a license is issued to Cento Anni, LLC

and provide further that a license is granted to Skybox of Kenosha, LLC the person herein designated.

[Signature]  
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 18 day of September, 2013

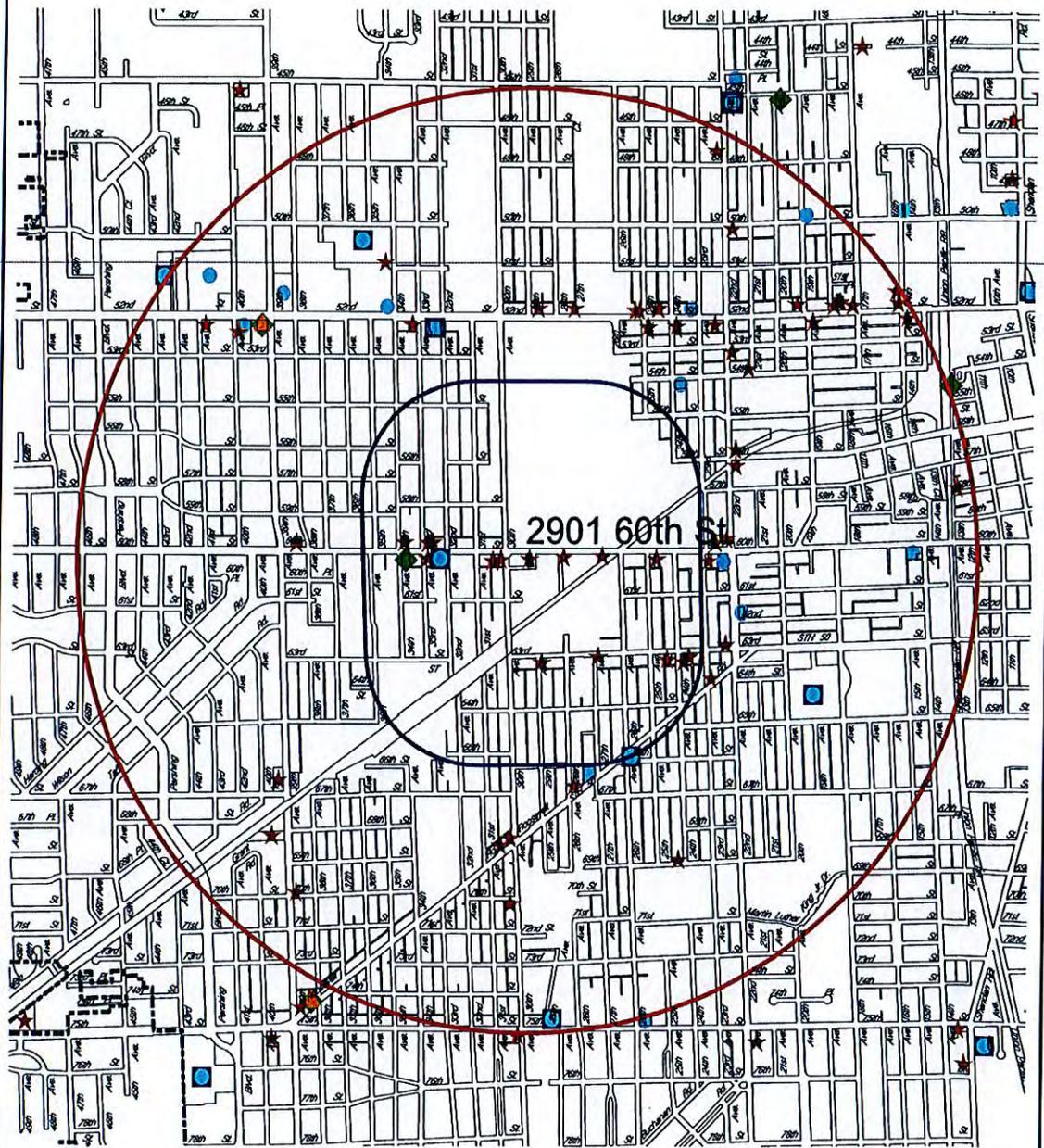
[Signature]  
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 4-11-17

# City of Kenosha

## Class "B" Beer/"Class B" Liquor Combination Application 2901 60th Street



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	19	7	3	55	1
Other Districts	0	0	0	0	0

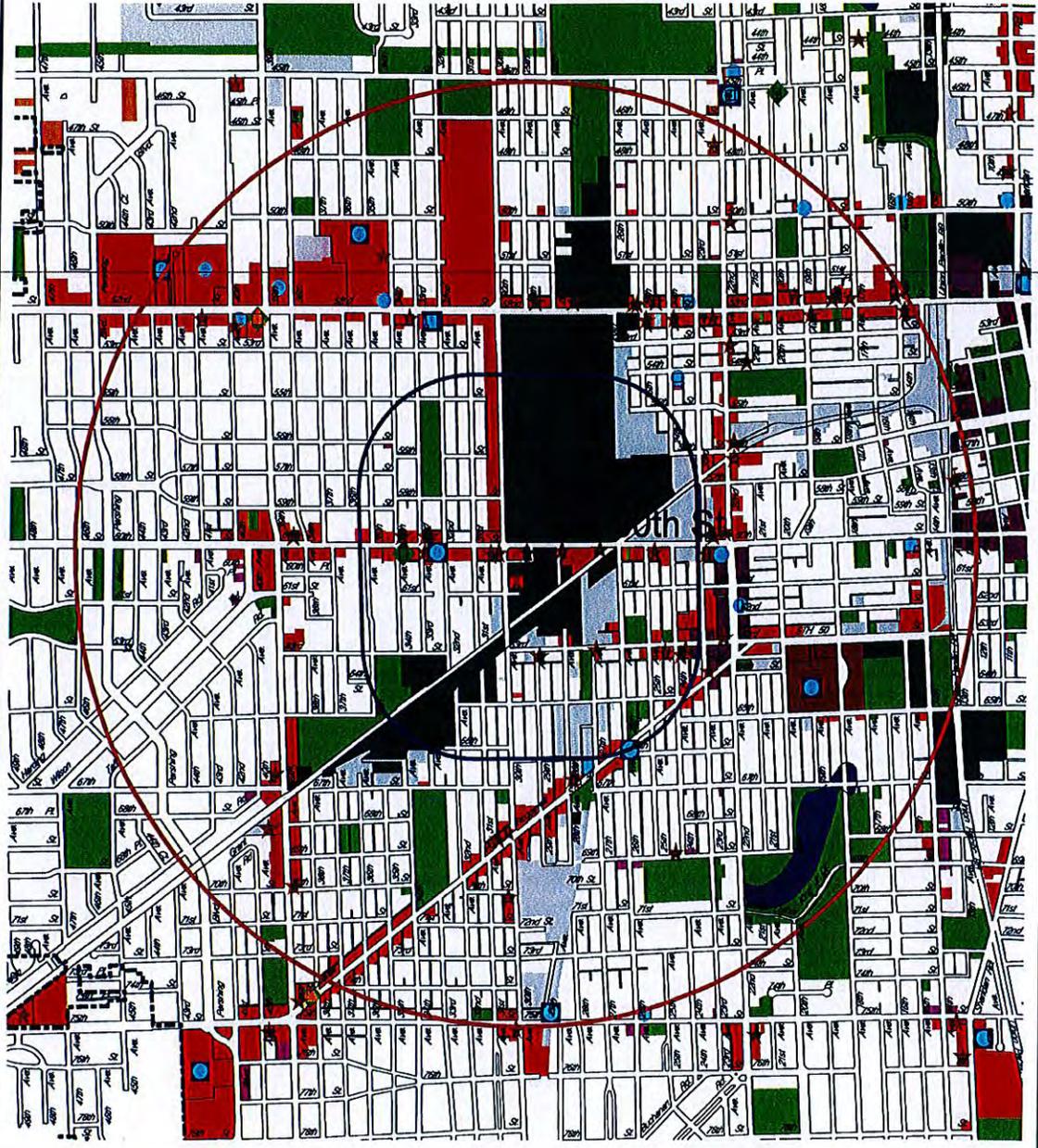
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	1	15	0
Other Districts	0	0	0	0	0



--- Municipal Boundary

# City of Kenosha

## Class "B" Beer/"Class B" Liquor Combination Application 2901 60th Street



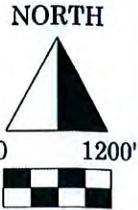
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential Districts are not colored.  
 Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant      — 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	19	7	3	55	1
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	2	2	1	15	0
Other Districts	0	0	0	0	0



----- Municipal Boundary

Type 210  
Fee: \$150.00

E-MAILED SEP 20 REC'D

DA  
L 10/1/13

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine  
and/or Class "B" Beer License(s) City Ordinance 10.075

Complete Sections 1 -8, sign on page 2.

Clerk: Submit to The Community Development & Inspections Department  
(Room 100) for Preliminary Review

SEP 26 2013

CITY CLERK

District # 3

1. Name of Applicant: Skybox of Kenosha, LLC
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 2901 - 60<sup>th</sup> St.
3. Business Name: Skybox Bar & Grill
4. Home Phone: 262-941-8311 Business Phone: 262-650-7111 E-mail: mgerber67@yahoo.com
5. What type of activity is planned for the outdoor area? Smoking, beverages, eating area
6. A detailed map describing the outdoor area is required.  Check here if map is attached.
7. Will a fence not less than four (4') feet high and no greater than six (6') feet high surround the outdoor area sought to be within the description of the Class "B", "Class B" and/or "Class C" licensed premises?  Yes  No NOTE: The Common Council may waive this requirement. Submit #9a Fence Waiver listed below "Waiver Criteria"  
a. If a fence will surround the outdoor area sought to be within the licensed premises, complete the enclosed "Outdoor Extension Fence Permit Application".  Check here if application is attached N/A Fence already erected.
8. a. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m.  Check here if a request to change the closing hours to this application is attached.  
b. Music shall be permitted from 10:00 A.M. TO 9:00 P.M. (cabaret license required) Where the outdoor area does not have boundaries within three hundred feet (300') of any residentially zoned property from 10:00 A.M. To 10:00 P.M. (cabaret license required)

For Office Use Only: To be completed by The Community Development & Inspections Department staff:

- a. Zoning Classification: B-2 (If zoned single-family residential, waiver required-choose #9c or #9d)
- b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling\*  Yes  No (If no, waiver required-choose waiver #9b, #9c or #9d)  
*\*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*
- c. The outdoor area has boundaries within three hundred feet (300') of any residentially zoned property.  
 Yes  No (If no, music is permitted from 10:00 A.M. TO 10:00 P.M., cabaret license required)  
Distance from nearest single-family dwelling: ~310' Preliminary approval granted  Yes  No  
Waiver Required?  Yes  No If yes, which waiver is required  9b  9c  9d  
By: [Signature] Zoning Coordinator Inspection Date: 25 Sept. '13

Planning Technician

E-MAILED SEP 20 REC'D

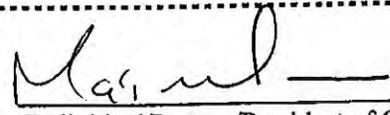
**OUTDOOR EXTENSION  
CITY ORDINANCE §10.075**

**REQUEST TO CHANGE CLOSING HOURS  
TO 12:00 MIDNIGHT TO 8:00 AM**

Licensee Name Skybox of Kenosha LLC  
Trade Name Skybox Bar & Grill  
Trade Address 2901-60<sup>th</sup> St

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

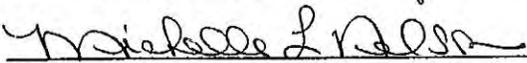
In making this application, I understand that amplified music or sound otherwise permitted under Section 10.75 E.2. shall not be allowed after 10:00.

.....  
  
(Individual/Partner/President of Corporation)

\_\_\_\_\_  
(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

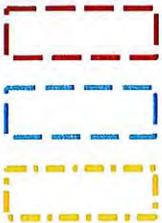
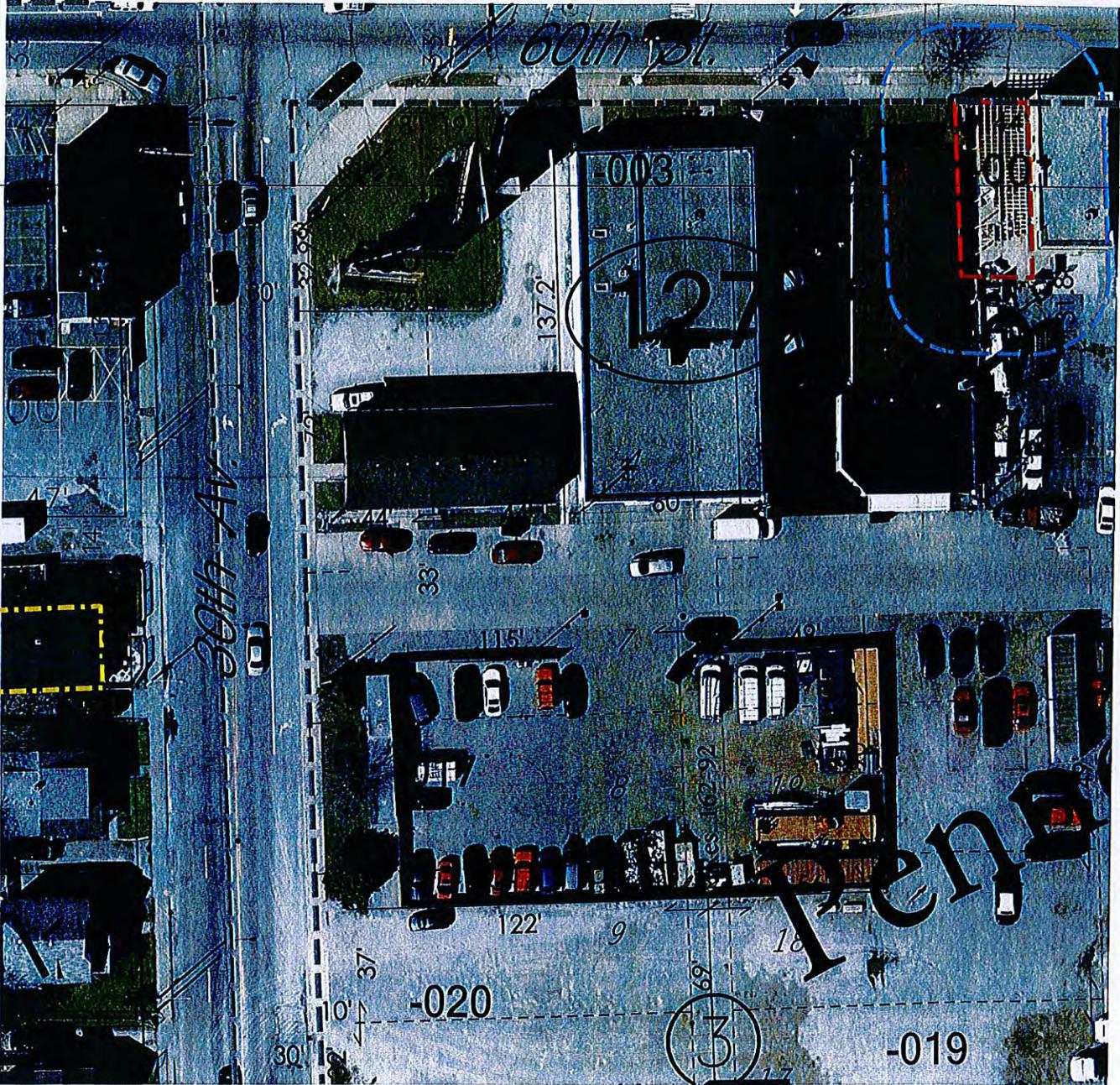
THIS 18 OF September, 2013.

  
Notary Public

My commission expires 4-11-17

# City of Kenosha

## General Location Map



Outdoor Area

25' Boundary

Nearest single-family dwelling

NORTH



•Planning & Zoning

•Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



•Building Inspections

•Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## **DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS**

Municipal Building • 625 52nd Street • Kenosha, WI 53140  
[www.kenosha.org](http://www.kenosha.org)

Jeffrey B. Labahn, Interim Director

Richard Schroeder, Interim Deputy Director

### **OUTDOOR EXTENSION**

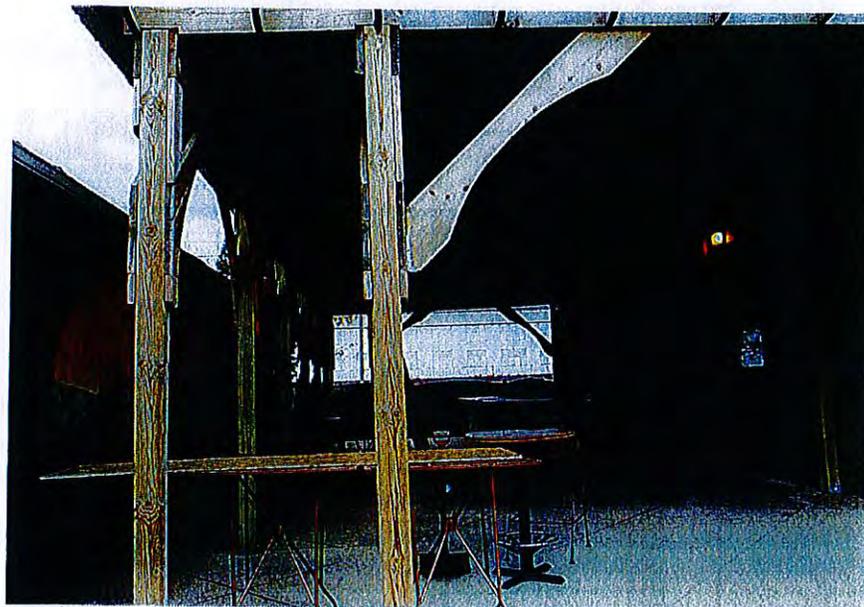
#### **Zoning Review**

**PASQUALI'S**

**2901 - 60th Street**

**District: 3**

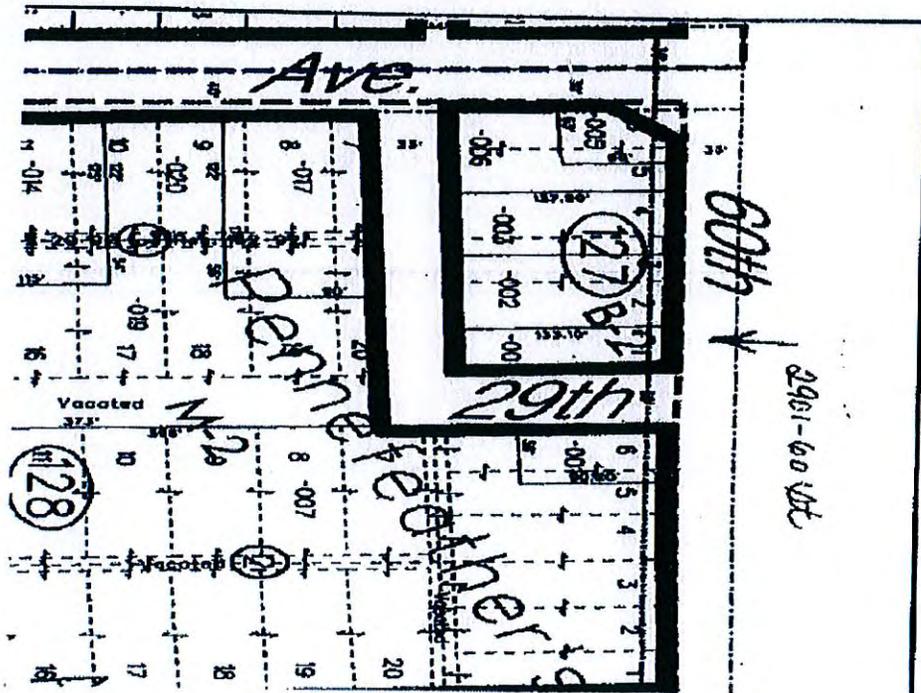
1. The subject property is not located within a residential district, and is not within 25' of a single-family dwelling. The property is zoned B-2 (Community Business District).
2. The outdoor extension area, as depicted in the photos below, is located along the west side of the property.



2901 60th Street - Outdoor Extension Review



Zoning Map



REVIEW CONDUCTED BY: Paula Blise

Paula Blise, Zoning Coordinator

← 57'4" →

LEE DECORATING

Dumpster

GATE

(OUT DOOR AREA)

GATE

GATE

BAR

↑  
6  
6  
w

↓  
60' 51

29' QUE

### Application for a Temporary Outdoor Extension

of Retail "Class B" Liquor, "Class C" Wine  
and/or Class "B" Beer License(s)  
City Ordinance 10.075  
Fee: \$50.00 (Type 211)

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Does the outdoor area obstruct the public-right-of-way?  Yes  No
2. List date or dates (not to exceed three (3) days): October 12<sup>th</sup>, 2013
3. Name of Applicant: Trev Peterson District # 3
4. Address of Retail "Class B", "Class C" and/or Class "B" premises 2425 60<sup>th</sup> St Kenosha
5. Business Name: Hattrix
6. Home Phone: 262 496 5306 / 494-9180 Business Phone: 262 631 8749
7. What type of activity is planned for the outdoor area? Temporary beer garden for bicycle Pub. crawl
8. A detailed map describing the outdoor area is required.  Check here if map is attached.

**For Office Use Only: To be completed by Community Development & Inspections staff:**

- a. Zoning Classification: B-2 (If zoned single-family residential, waiver required-choose #9b)
- b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling\*  Yes  No (If no, waiver required-choose waiver #9a, or #9b)  
*\*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*  
 Distance from nearest single-family dwelling: ~112' Preliminary approval granted  Yes  No  
 Waiver Required?  Yes  No If yes, which waiver is required  9a or  9b  
 By: [Signature] Planning Technician  
 Zoning Coordinator Inspection Date: 30 Sept. '13

**9. Waiver Criteria:**

A waiver from the single-family zoning and dwelling distance requirement may be waived by the Common Council upon submittal of appropriate waiver:

- Waiver 9a.  Premise is located wholly within an area zoned Institutional Park (IP).
- Waiver 9b.  The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.*

Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meeting are held the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month.

Waiver attached  Yes  No

10. Is there a fence surrounding the area? If not are you requesting the Common Council waive this requirement?  Yes  No

Temporary fence will be there for the event

Application for Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075

11. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application.  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

Maui Peterson  
(President/Partner/Individual) (Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 21 DAY OF September 2013

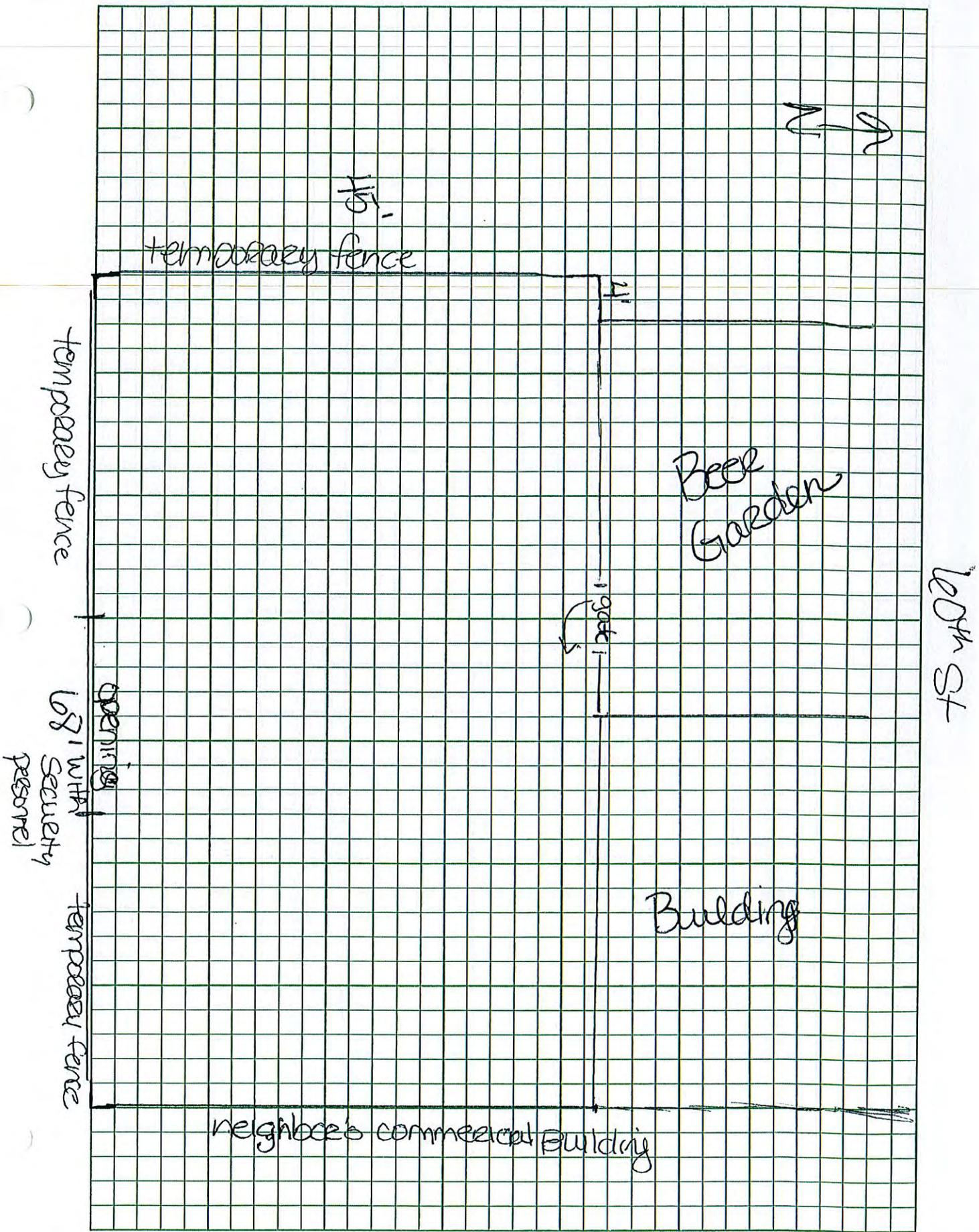
Michael L. Noble  
Notary Public, My commission expires 4-11-17

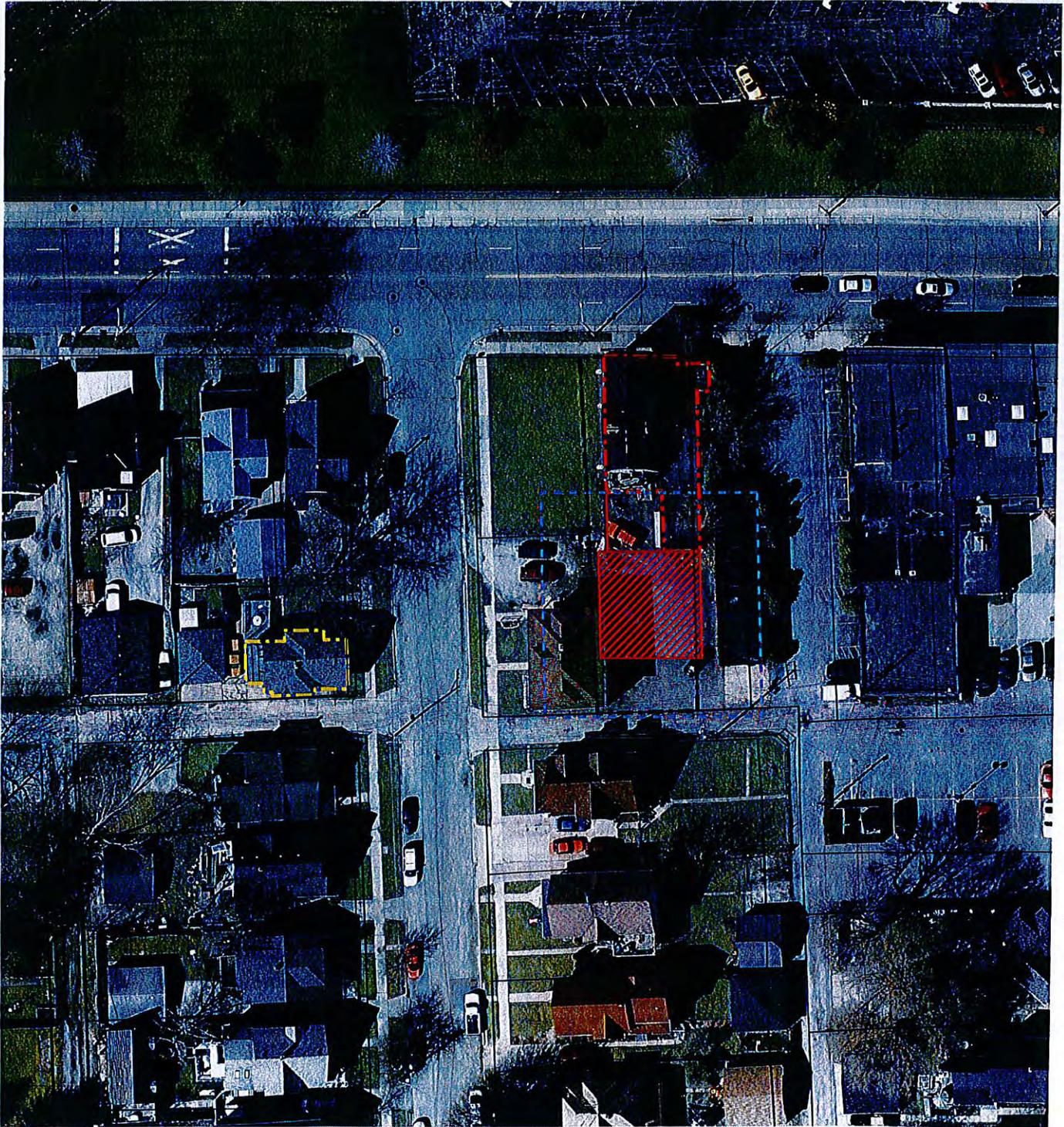
For Office Use Only - To be Completed by City Clerk Staff

Date Received 9/27/13 Does this application require Council to waive fence requirement (question 10)? no  
Council Date \_\_\_\_\_ Date Issued \_\_\_\_\_ Initials mm

#Demerit Points \_\_\_\_\_ \*

\*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.





Application for a Temporary Outdoor Extension of Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: \$50.00 (Type 211)

E-MAILED SEP 17 REC'D

- 1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Does the outdoor area obstruct the public-right-of-way? [ ] Yes [X] No
2. List date or dates (not to exceed three (3) days): 10-12-13
3. Name of Applicant: Dishes to Die For Inc. District # 1
4. Address of Retail "Class B", "Class C" and/or Class "B" premises: 4120-7 Ave
5. Business Name: tg's Restaurant + Pub
6. Home Phone: 262-412-3576 Business Phone: 262-658-8080
7. What type of activity is planned for the outdoor area? Handle Bars + Bars
8. A detailed map describing the outdoor area is required. [X] Check here if map is attached.

For Office Use Only: To be completed by Community Development & Inspections staff:
a. Zoning Classification: B-2 (If zoned single-family residential, waiver required-choose #9b)
b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling\* [X] Yes [ ] No (If no, waiver required-choose Waiver #9a, or #9b)
\*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others
Distance from nearest single-family dwelling: ~ 47' Preliminary approval granted [X] Yes [ ] No
Waiver Required? [ ] Yes [X] No If yes, which waiver is required [ ] 9a or [ ] 9b
By: [Signature] Planning Technician, Zoning Coordinator Inspection Date: 18 Sept. '13

2. Waiver Criteria:
A waiver from the single-family zoning and dwelling distance requirement may be waived by the Common Council upon submittal of appropriate waiver.
Waiver 9a. [ ] Premise is located wholly within an area zoned Institutional Park (IP).
Waiver 9b. [ ] The business is categorized as a restaurant as defined by Section 5.046 A.9. Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.
Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meeting are held the 1st and 3rd Mondays of each month.
[ ] Waiver attached [ ] Yes [ ] No

10. Is there a fence surrounding the area? If not are you requesting the Common Council waive this requirement? [X] Yes [ ] No
temp. snow fence

Application for Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075

11. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application.  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

*[Handwritten Signature]*

(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 17 DAY OF September, 2013

*[Handwritten Signature]*  
Notary Public, My commission expires 4-11-17

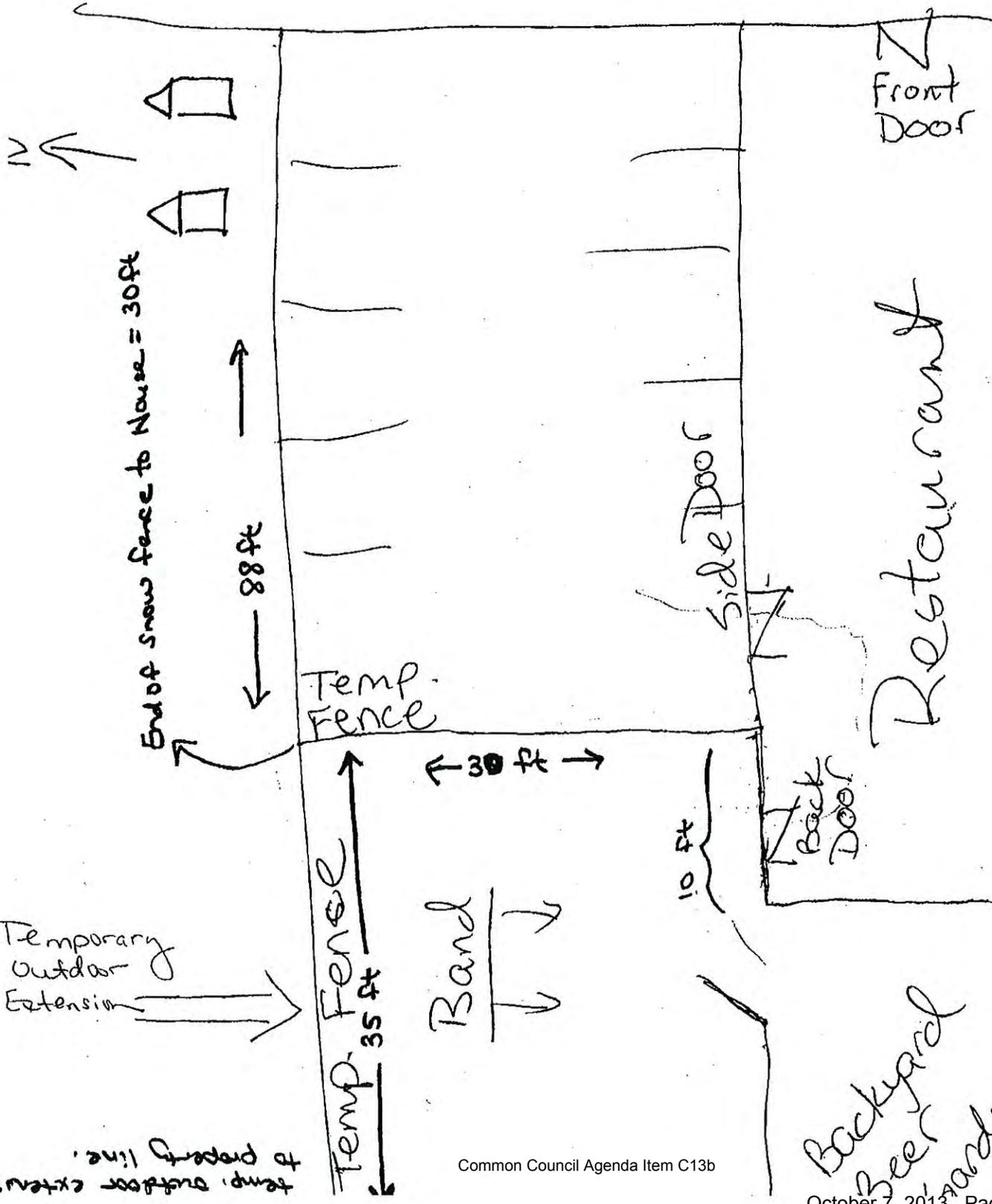
For Office Use Only - To be Completed by City Clerk Staff

Date Received 9/17/13 Does this application require Council to waive fence requirement (question 10)? no  
Council Date \_\_\_\_\_ Date Issued \_\_\_\_\_ Initials \_\_\_\_\_

#Demerit Points \_\_\_\_\_ \*

\*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.

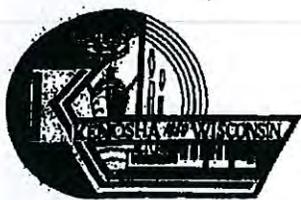
7th Ave



Backyard Beer Garden



Common Council Agenda Item C13b



### OUTDOOR AREA WAIVER OF CABARET and/or AMPLIFIED MUSIC

FILED 9-17-13  
INITIALS RS  
ADVERSE/NO ADV NO ADV  
LP 1017 CC 147

Type: 223 Fee: \$50.00/application (nonrefundable)  
Limit: 4 Days per license term (July 1 - June 30)

PLEASE NOTE: The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of such application. (In accordance to Chapter X, Section 10.075 of the Code of General Ordinances of the City of Kenosha.)  
Please see reverse side for additional instructions regarding speedy approval process.

1. Licensee Name: Dishes to Die For Inc District # 1  
(NOTE: must be same name as beer/liquor license)
2. Business Name & Address: K's Rest + Pub 4120-7 Ave Kenosha WI 53140
3. If license is in the name of a Corporation or LLC, Agent Name: Theresa K Revis
4. Contact: Theresa K Revis 658-8080 tksbar@gmail.com  
name phone email address

5. **REQUIRED:** Applicant must have or apply for one of the following:

- Permanent Outdoor Extension
- Temporary Outdoor Extension
- Temporary Class "B" / "Class B" License

5. **REQUIRED:** If having LIVE ENTERTAINMENT, the applicant must have or apply for one of the following:

- Yearly Cabaret license
- Daily Cabaret license
- N/A: applying for waiver of amplified music only (ex: speakers connected to Ipod or Jukebox)

7. Applicant is applying for the following (check all that apply):

- Extension of Operational Hours of Cabaret License (Live Music or Entertainment) to 10:00pm (Currently non-amplified permitted until 9:00pm) (Sect. 10.075, E.1.)
- Waiver of Amplified Music or Sound Restriction (Speakers with or without live entertainment) (Sect. 10.075, E.2.)

*Note: If licensed outdoor area is greater than 750' of any residentially zoned property, amplified music and/or cabaret licensed activity is already permitted and the waiver is not required.*

3. Date(s) waiver is sought: 10-12-13 9. Hours of operation: 12:00pm - 3pm

10. Purpose/Event: Handle Bars + Bars Zombie Ride

Applicant's Signature: [Signature] Date: 9-17-13  
(Licensee: Officer/Member/Partner/Individual)



# CABARET LICENSE YEARLY

Type: 212 Fee: \$300/year

Expires: June 30, 2014

FILED	9/18/13
INITIALS	mm
ADVERSE	<input checked="" type="checkbox"/> NO ADV
LP	1017

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

1. Licensee Name: Skybox of Kenosha, LLC District # 3  
 NOTE: must be same name as beer/liquor license)

2. Business Name & Address: Skybox Bar & Grill 2901-60<sup>th</sup> St

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

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

5. Address: 6510-93<sup>rd</sup> Ave Phone # 914-8211

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

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

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

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

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

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

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

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

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

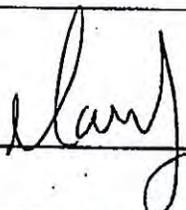
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Geno's Trk 2627-63RD Kenosha, WI 53142  
Champion Shra BAR 719-50th STREET Kenosha, WI 53142

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

6510-93rd Ave Kenosha WI 53142  
26271-2228-L. WOLN ROAD Kenosha WI 53142

Applicant's Signature:  Date: 9/18/13

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES  
A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.  
3. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.  
2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.  
Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.  
§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS  
The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

Holycad... C16



### AMUSEMENT & RECREATION ENTERPRISE SUPERVISOR LICENSE

Type: 123 Fee: \$25.00/year

Expires: May 31, 2014

FILED	9/24
INITIALS	CS
ADVERSE/NO ADV	
LP	10/7
CC	10/7

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

Check One:  Original Application  Renewal Application

Name: Holly Cadirci Date of Birth: 1-1-1  
(must be 18 year old)  
 Address: 1621 1/2 Chatham St Racine 53402 Phone Number: (262) 930-7671  
 Email Address: hollycadirci0212@gmail.com ok email  
 Business Name of Amusement Enterprise: Finneys Lounge  
(where this license will be used)

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

The undersigned, being first duly sworn on oath, disposes and says that (he/she is) (they are) the applicant(s) named in the foregoing application; that (he/she has) (they have) read each and every question and answered each and every questions truly, correctly and completely, under penalty of law for failure to do so. The execution of this application authorizes all inspections authorized by §12.01 of the Code of General Ordinances and routine inspections during hours of operation, as required, to secure ordinance compliance.

Holly Cadirci 9/24/13  
 Applicant's Signature Date

Subscribed and sworn to before me this 24 day of September, 2013.

Michael J. Moran  
Notary Public

My commission expires: 4-11-17

**AMUSEMENT & RECREATION License**

**Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/24/2013	Holly Cadirel		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1621 1/2 Chatham Street, Racine	Finney's Lounge	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
<b>*ACTIVE WARRANT; RACINE POLICE DEPARTMENT ENTERED 06-27-13 FOR CONTEMPT OF COURT \$88.80 OR 2 DAYS AT RCJ -NON-REGISTRATION</b>				

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	
Were all offenses listed on the application?	
<b>TOTAL DEMERIT POINTS</b>	

CITY ATTORNEY'S COMMENTS
<b>ACTIVE WARRANT - DEFER</b>

FINAL RECOMMENDATION
<input type="checkbox"/> <b>GRANT</b> , subject to <input type="checkbox"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record (substantially related to the license activity)
<input checked="" type="checkbox"/> <b>DEFER TO NEXT MEETING</b>

APPLICATION FOR PEDDLER STAND  
CITY OF KENOSHA

E-MAILED SEP 20 REC'D

TERM: October 1 through September 30\*

(the location shall be sent for renewal unless an amendment is filed to relocate)

ADV  
LD 10/7  
PW 10/7  
CC 10/7

13.035 PEDDLER'S STANDS AND OTHER STRUCTURES AS OBSTRUCTIONS

No person, firm, party or corporation shall place or maintain a stand or structure from which peddling, as defined in §13.03, Ordinances, is engaged in or which are used for any other purposes, upon any City property, including street rights-of-way, sidewalks and lawn park areas, without first having obtained permission of the Common Council.

Type: 129  
Fee: \$100.00/application

District 2  
(location of stand)

1. Applicant Name Armando DeLaRosa

2. Attach a copy of Driver's License or ID. \*Check here if attached

3. a. Residence Address (Address, City, State, Zip) 5147 13<sup>th</sup> AVE Kenosha WI 53148

b. Phone Number (Including Area Code) 262-744-2257

4. Business Name & Address DeLaRosa's Food Truck

5. Location of Stand SW corner 5<sup>th</sup> st and 6<sup>th</sup> ave parking lot also known as NW corner city lot  
*on public property*

5. Is stand located in City park?  Yes  No If answer is yes, attach approved park use agreement between applicant and the City of Kenosha Parks Department. Public Works 10/7/13

7. Date(s) stand will operate: April thru October weather permitting

8. Hours of operation (Peddling is permitted at a stand location between the hours of 9:00 a.m. and 8:00 p.m.):  
9am - 8pm

9. Describe the food, beverages, merchandise or services to be sold: Tacos Burritos, Nachos  
walkingtacos Fritopis drinks

10. Are you Selling Food?  Yes  No If selling food, a Copy of your Kenosha County Food permit must be attached to his application. \*Check here if attached

Term. An approved location shall be limited to thirty (30) consecutive days. Every thirty (30) days thereafter location will be reviewed by Licensing/Permit Committee until expiration. Each stand may be relocated subject to the filing of an amendment during the term of the permit and upon Common Council approval.

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served. I have read and understand the "Applicants Please Read" section of this application. I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature [Signature] Date: 9-20-13

RECEIVED  
AMENDMENT OF LOCATION ON REVERSE SIDE OF THIS FORM

to be completed by Clerk: SEP 20 2013 [Signature]

Date Received and Filed: SEP 20 2013 Reported to Council/Ordinance Number:          Initials:         

CITY OF KENOSHA

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 11
<b>By the Mayor - To Amend Subsection 17.02 B. of the Code of General Ordinances entitled "Specific Words and Phrases", To Repeal and Recreate Subsection 17.12 C. entitled "Building Permits", To Renumber Subsections 17.12 D. and E. as 17.12 E. and F. respectively and To Create Subsection 17.12 D. entitled Temporary Certificate of Occupancy PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

City-Wide

**NOTIFICATIONS/PROCEDURES:**

This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

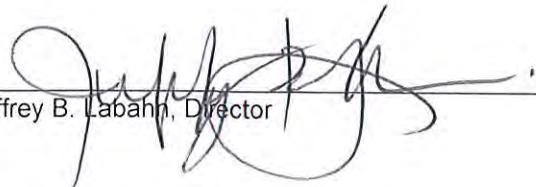
- This Ordinance is to clarify existing Ordinances and to allow commercial developments which are under a Developer's Agreement and Land Division to construct public improvements concurrent with building construction.
- The improvements would still need to be completed before building occupancy. In addition, all drainage basins would still need to be operational before building permits are issued.

**RECOMMENDATION:**

A recommendation is made to approve the attached Ordinance.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/11fact-genord1702B-permits.odt

DRAFT 09/06/13

SPONSOR: THE MAYOR

**TO AMEND SUBSECTION 17.02 B. OF THE CODE OF GENERAL ORDINANCES ENTITLED "SPECIFIC WORDS AND PHRASES", TO REPEAL AND RECREATE SUBSECTION 17.12 C. ENTITLED "BUILDING PERMITS", TO RENUMBER SUBSECTIONS 17.12 D. AND E. AS 17.12 E. AND F. RESPECTIVELY AND TO CREATE SUBSECTION 17.12 D. ENTITLED TEMPORARY CERTIFICATE OF OCCUPANCY**

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

**Section One:** Subsection 17.02 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled "Specific Words and Phrases" is hereby amended by removing numerical designations.

**Section Two:** Subsection 17.02 B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled "Specific Words and Phrases" is hereby amended by adding the following definitions:

**Commercial Construction.** The act of building any structure, or that part of any structure that is not designed or used exclusively for single-family and two-family residences.

**Commercial Real Estate Development.** A Land Division for Commercial Construction or making improvements to facilitate or allow Commercial Construction.

**Residential Construction.** The act of building any structure, or that part of any structure designed or used exclusively for single-family and two-family residences.

**Residential Real Estate Development.** A Land Division for Residential Construction or involving improvements to facilitate or allow Residential Construction.

**Section Three:** Subsection 17.12 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

~~C. **Building Permits.** No Building Permit shall be issued until the following conditions have all been met:~~

- ~~1. The site must be graded per the approved plan.~~
- ~~2. The Land Division and Development Agreement must be approved, signed and recorded by the County Register of Deeds.~~
- ~~3. All infrastructure, including sanitary and storm sewer and water, including all retention/detention ponds, must be installed and functional. The binder course of asphalt and curb and gutter must be installed.~~
- ~~4. The Subdivider shall provide copies of all of the improvements plans -- as built -- both in print and in a digital format satisfactory to the Department of Community Development and Inspections, the City Engineer, and~~

the General Manager of the Kenosha Water Utility.

**C. Building Permits.**

1. No Building Permit shall be issued for a Residential Real Estate Development until the following conditions have all been met:

a. The Land Division and Development Agreement have been approved, signed and recorded with the Kenosha County Register of Deeds.

b. All required public improvements, including all retention/detention basins and outlet structures, must be installed and functional.

c. The binder course of asphalt on streets and curb and gutter must be installed.

d. The Land Division must be graded in accordance with the approved grading plan.

e. As-built plans of all required improvements, including all retention/detention basins and outlet structures, in acceptable print and digital form must be submitted to the Department of Community Development and Inspections, the City Engineer, and the General Manager of the Kenosha Water Utility.

2. No Building Permit shall be issued for a Commercial Real Estate Development until the following conditions have all been met:

a. The Land Division and Development Agreement has been approved, signed and recorded with the Kenosha County Register of Deeds.

b. Access to the Land Division for all required inspections acceptable to the Department of Community Development and Inspections, the City Engineer and the General Manager of the Kenosha Water Utility must be provided.

c. All required storm water drainage facilities, including retention/detention basins and outlet structures must be installed and functional.

d. As-built plans of all required storm water drainage facilities, including retention/detention basins and outlet structures, in acceptable print and digital form must be submitted to the Department of Community Development and Inspections, the City Engineer, and the General Manager of the Kenosha Water Utility.

**Section Four:**

Subsection 17.12 D. and E. of the Code of General Ordinances are

hereby renumbered as 17.12 E. and 17.12 F. respectively.

**Section Five:**

Subsection 17.12 D. of the Code of General Ordinances is hereby created

as follows:

**D. Temporary Certificate of Occupancy.** No Temporary Certificate of Occupancy shall be issued for a Commercial Real Estate Development until the following conditions have all been met.

1. All required public improvements must be installed and functional.

2. The Land Division must be graded in accordance with the approved grading plan.

3. As-built plans of all required public improvements in acceptable print and digital form must be

submitted to the Department of Community Development and Inspections, the City Engineer, and the General Manager of the Kenosha Water Utility.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

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

BY: COMMITTEE ON PUBLIC  
SAFETY AND WELFARE

TO AMEND SECTION 7.125 OF THE CODE OF GENERAL ORDINANCES ENTITLED "STREETS CONTROLLED BY YIELD SIGNS" BY RESCINDING THEREFROM THE YIELD SIGN ON 15TH AVENUE AT ITS INTERSECTION WITH 79TH STREET; AND, TO AMEND SECTION 7.12 C OF THE CODE OF GENERAL ORDINANCES ENTITLED, "STOP STREETS" BY ADDING STOP SIGNS ON 15TH AVENUE AND 16TH AVENUE BEFORE ENTERING THE INTERSECTION WITH 79TH STREET

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

**Section One:** Section 7.125 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is amended by deleting therein "**15th Avenue**" in Column A and "**79th Street**" in Column B.

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

All vehicles traveling North/South on 15th Avenue shall stop before entering the intersection with 79<sup>th</sup> Street.

All vehicles traveling Southbound on 16th Avenue shall stop before entering the intersection with 79<sup>th</sup> Street.

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

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

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

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 · 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

August 22, 2013

To: Rocco J. LaMacchia, Sr., Chairman  
Public Safety and Welfare

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

Cc: Steve Bostrom  
District 12

Staff: Michael M. Lemens, Sean Von Bergen, and Clement Abongwa

Subject: ***Correction to Previous Trial to Replace Northbound and Southbound Yield Signs with Stop Signs at the following intersections:***  
a. ***79<sup>th</sup> Street and 15<sup>th</sup> Avenue***  
b. ***79<sup>th</sup> Street and 16<sup>th</sup> Avenue***

**BACKGROUND/ANALYSIS**

A correction needs to be made to the meeting on August 12<sup>th</sup> due to the subject being labeled incorrectly. The correction is being made to the recommendation of:

*"The following Ordinance Change is required"*

- *Revise Section 7.125 Street Controlled by Yield Signs:*  
*Remove from column "A" – 16<sup>th</sup> Avenue*  
*Remove from column "B" – 78<sup>th</sup> Street*

*Remove from Column "A" – 15<sup>th</sup> Avenue*  
*Remove from Column "B" – 78<sup>th</sup> Street*

The corrected version should be the following  
The following Ordinance Change is required:

- *Revise Section 7.125 Street Controlled by Yield Signs:*  
*Remove from Column "A" – 15<sup>th</sup> Avenue*  
*Remove from Column "B" – 79<sup>th</sup> Street*

The intersection of 16<sup>th</sup> Avenue and 78<sup>th</sup> Street shall not be removed.

**RECOMMENDATION**

Correct the Previous Trial to Not Remove the following from Section 7.125:

Column "A" – 16<sup>th</sup> Avenue

Column "B" – 78<sup>th</sup> Street

Column "A" – 15<sup>th</sup> Avenue

Column "B" – 78<sup>th</sup> Street

But to remove the following from Section 7.125:

Remove from Column "A" – 15<sup>th</sup> Avenue

Remove from Column "B" – 79<sup>th</sup> Street

and to keep the revision to Section 7.12C for All Vehicles travelling on the following streets shall stop before crossing the following streets to add the following:

All vehicles travelling on 16<sup>th</sup> Avenue shall stop before entering the intersection with 79<sup>th</sup> Street.

All vehicles travelling on 15<sup>th</sup> Avenue shall stop before entering the intersection with 79<sup>th</sup> Street.



**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

August 22, 2013

To: Rocco J. LaMacchia, Sr., Chairman  
Public Safety and Welfare

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

Cc: Steve Bostrom  
District 12

Staff: Michael M. Lemens, Sean Von Bergen, Clement Abongwa and Chief Morrissey

Subject: *Correction to Previous Trial to Replace Westbound and Eastbound Yield Signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection.*

**BACKGROUND/ANALYSIS**

A correction needs to be made to the meeting on November 26, 2012 due to the subject being labeled incorrectly. The correction is being made to the subject:

- Replace Westbound and Eastbound Yield signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection.

The correction should be the following

- Replace Northbound and Southbound Yield signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection.

**RECOMMENDATION**

Approve as corrected.



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-2

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: November 21, 2012

To: Rocco J. LaMacchia, Sr, Chairman  
Public Safety and Welfare

CC: Steve Bostrom  
District 12

From: Shelly Bilingsley, P.E.  
Director of Engineering

*Shelly Billingsley*  
*N-bound S-bound*

Subject: ***Aldermanic Request to replace westbound and eastbound Yield signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection.***

**BACKGROUND INFORMATION**

Alderman Bostrom is requesting for the replacement of the Yield signs with Stop signs at the following intersections:

- a) 79<sup>th</sup> Street and 15<sup>th</sup> Avenue - Northbound and southbound directions.
- b) 79<sup>th</sup> Street and 16<sup>th</sup> Avenue – Northbound and southbound directions.

Staff inspected the two intersections and observed that there are sight distance concerns at the two intersections. Monitoring the traffic pattern at the said intersections indicated that Stop signs would improve visibility of approaching traffic to the intersections. Layout of the Stop signs is attached.

**RECOMMENDATION**

Staff recommends a 90-day trial for the replacement of the Yield signs with Stop signs at the following intersections:

- a) 79<sup>th</sup> Street and 15<sup>th</sup> Avenue - Northbound and southbound directions.
- b) 79<sup>th</sup> Street and 16<sup>th</sup> Avenue – Northbound and southbound directions.

cc: Police Chief John Morrissey – w/a  
Michael Lemens, Director of Public Works – w/a  
Shelly Billingsley, Director of Engineering – w/a  
Clement Abongwa – w/a  
File – w/a

**PUBLIC SAFETY & WELFARE COMMITTEE**  
**Minutes of Meeting held Monday, November 26, 2012**

A meeting of the Public Safety & Welfare Committee was held on Monday, November 26, 2012 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 6:00 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Schwartz and Kennedy. Alderperson Orth and Alderperson Mathewson were excused. Staff members in attendance were Michael Lemens, Director of Public Works; Shelly Billingsley, Director of Engineering; Clement Abongwa, Assistant City Engineer; Alderperson Steve Bostrom, Alderperson Eric Haugaard, and Alderperson Tod Ohnstad.

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve the minutes from the meeting held on Monday, October 29, 2012. Motion carried unanimously.

C-1. Previous trial to Replace Westbound and Eastbound a Yield Signs with Stop Signs on 69<sup>th</sup> Street at 5<sup>th</sup> Avenue. (*District 3*) (*Staff recommends approval*)  
Staff/Alderperson: Clement Abongwa spoke.  
It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve. Motion carried unanimously.

C-2. Aldermanic Request Westbound and Eastbound Yield Signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue. (*District 12*) (*Staff recommends approval 90-day trial*)  
Staff/Alderperson: Clement Abongwa reported that consistent with Ordinance he issued the necessary work orders. Alderperson Bostrom spoke.  
It was moved by Alderperson Schwartz, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.

C-3. Aldermanic Request for the Installation of Additional School Zone Signs on 14<sup>th</sup> Avenue between 71<sup>st</sup> Street and 73<sup>rd</sup> Street. (*District 12*)  
Staff/Alderperson: Alderperson Bostrom spoke.  
Photos were handed out. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to receive and file. Motion carried unanimously.

**DISCUSSION ITEMS:**

1. Washington Road Railroad Bridge – Michael Lemens, Alderperson Haugaard and Alderperson Ohnstad spoke.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:26 pm.



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

C-2

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: November 21, 2012

To: Rocco J. LaMacchia, Sr, Chairman  
Public Safety and Welfare

CC: Steve Bostrom  
District 12

From: Shelly Bilingsley, P.E. *Shelly Billingsley*  
Director of Engineering

Subject: *Aldermanic Request to replace westbound and eastbound Yield signs with Stop Signs at 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection and 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection.*

**BACKGROUND INFORMATION**

Alderman Bostrom is requesting for the replacement of the Yield signs with Stop signs at the following intersections:

- a) 79<sup>th</sup> Street and 15<sup>th</sup> Avenue - Northbound and southbound directions.
- b) 79<sup>th</sup> Street and 16<sup>th</sup> Avenue – Northbound and southbound directions.

Staff inspected the two intersections and observed that there are sight distance concerns at the two intersections. Monitoring the traffic pattern at the said intersections indicated that Stop signs would improve visibility of approaching traffic to the intersections. Layout of the Stop signs is attached.

**RECOMMENDATION**

Staff recommends a 90-day trial for the replacement of the Yield signs with Stop signs at the following intersections:

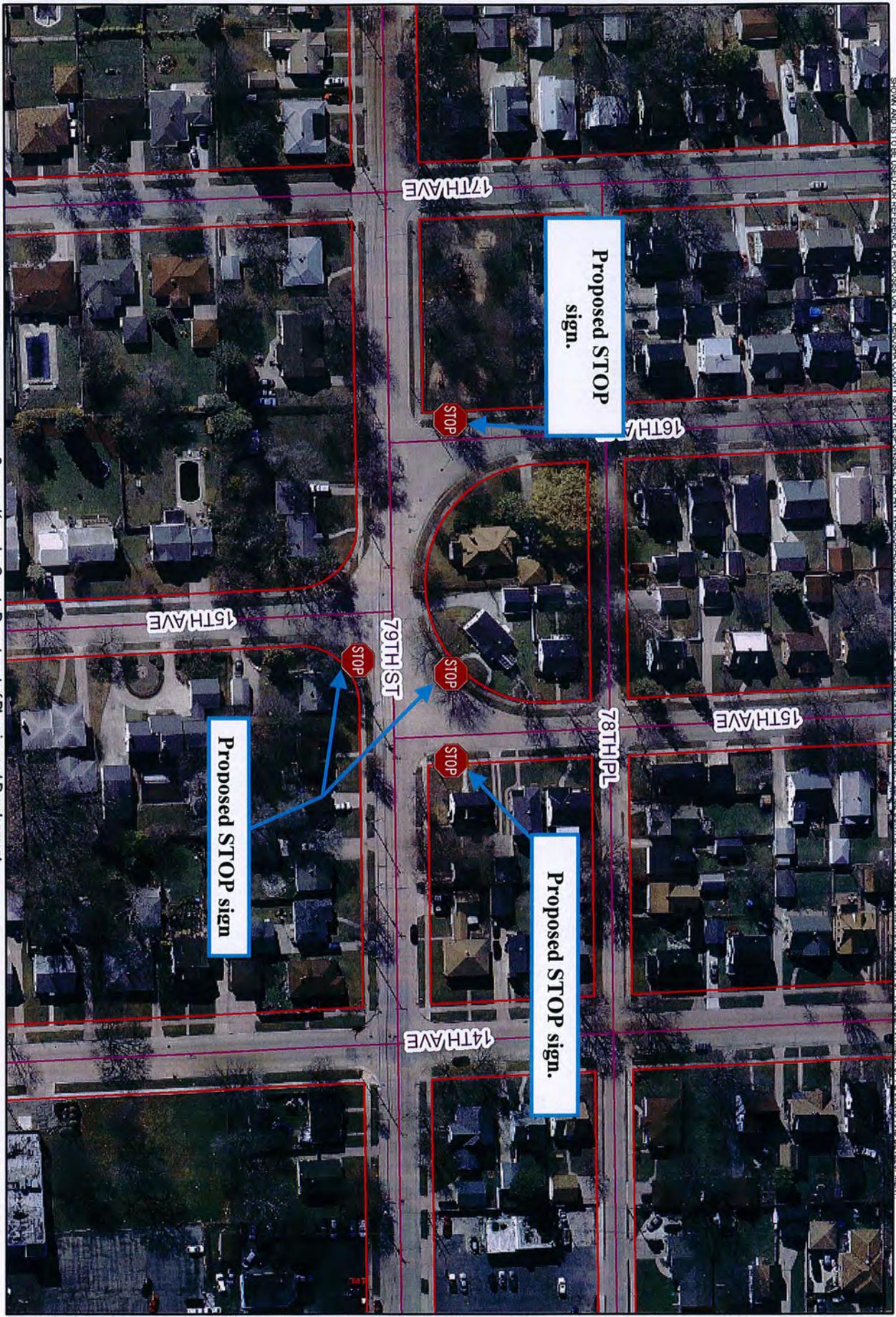
- a) 79<sup>th</sup> Street and 15<sup>th</sup> Avenue - Northbound and southbound directions.
- b) 79<sup>th</sup> Street and 16<sup>th</sup> Avenue – Northbound and southbound directions.

cc: Police Chief John Morrissey – w/a  
Michael Lemens, Director of Public Works – w/a  
Shelly Billingsley, Director of Engineering – w/a  
Clement Abongwa – w/a  
File – w/a

# Kenosha County Interactive Mapping Site

- Proposed Stop Signs at**
- 1) 79<sup>th</sup> Street and 15<sup>th</sup> Avenue Intersection
  - 2) 79<sup>th</sup> Street and 16<sup>th</sup> Avenue Intersection

THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND SHOULD NOT BE USED AS ONE. THE DRAWING IS A COMPARISON 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 GENERAL REFERENCE PURPOSES ONLY. ACCURACY AND DIMENSIONS SHOULD NOT BE SPONSORED FOR ANY APPLICATIONS HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND PLEASE CONTACT THE LAND INFORMATION DIVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.



1 inch = 120 feet  
 Map Printed: 9/18/2012



Source: Kenosha County Department of Planning and Development

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 5, 2013	Item 3
<b>By the Mayor - To Repeal and Recreate Subparagraph 8.03 C.1. regarding Elevation Determination, Paragraph 8.03 D. regarding Post Foundation Survey, and Subparagraph 8.04 A.3. regarding Certificate of Occupancy of the Zoning Ordinance for the City of Kenosha. PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

N/A

**NOTIFICATIONS/PROCEDURES:**

This item will also be reviewed by the Public Safety & Welfare before final approval by the Common Council.

**ANALYSIS:**

- The proposed Ordinance changes the requirement for a survey from post foundation to pre footing. This will help to eliminate situations where the foundation wall is either too high or too low.
- The proposed Ordinance exempts single and two family alteration permits from also having to obtain a separate \$120.00 Occupancy permit.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Ordinance.

  
 Rich Schroeder, Deputy Director

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP5/fact-zo-803-elevation.odt

DRAFT-07/18/13

08/22/13

SPONSOR: MAYOR

**TO REPEAL AND RECREATE SUBPARAGRAPH 8.03 C.1. REGARDING ELEVATION DETERMINATION, PARAGRAPH 8.03 D. REGARDING POST FOUNDATION SURVEY, AND SUBPARAGRAPH 8.04 A.3. REGARDING CERTIFICATE OF OCCUPANCY OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA**

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

**Section One:** Subparagraph 8.03 C.1. and Paragraph 8.03 D. of the Zoning Ordinance

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

**C. Elevation Determination.**

1. Surface drainage elevations, as required in B.4. and B.8. above, shall correspond to previously established design criteria on file with the Department of Public Works and Department of ~~City Development~~ Community Development and Inspections.

~~D. Post Foundation Survey. Within ten (10) working days from the date a foundation is installed, backfilled and rough graded, and prior to any additional work being performed, a post foundation survey shall be submitted to the Administrator. The Administrator shall not authorize any additional construction work to be performed until and unless a survey is submitted which shows:~~

- ~~1. Location of foundation with respect to property lines.~~
- ~~2. Height of foundation in accordance with Subsection C.~~
- ~~3. Rough grade in accordance with Subsection C.~~

D. Foundation Footing Survey. Prior to pouring foundation footings, a foundation footing survey shall be submitted to the Administrator. The Administrator shall not authorize any additional construction work to be performed unless and until a foundation footing survey is submitted which shows:

1. Top of footing height.
2. Location of foundation in relation to lot lines.
3. Height of proposed top of foundation wall.
4. Proposed foundation elevation in accordance with Subsection C.

**Section Two:** Subparagraph 8.04 A.3. of the Zoning Ordinance for the City of

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

## 8.04 CERTIFICATE OF OCCUPANCY

**A. Certificate of Occupancy Required.** A Certificate of Occupancy from the Administrator shall be required as a condition of any person occupying:

1. A building which has been the subject of new construction or erection.
2. A building which has been moved to another foundation on the same or any other parcel of property.
3. A building which has been the subject of an expansion, addition, alteration or reconstruction, except a single-family or two-family residential building which has been the subject of an alteration .
4. A building, or portion thereof located in the B-1, B-2, or B-3 Business District, or in the M-1 or M-2 Manufacturing District, or IP Institutional Park District, which is not used for residential purposes and is subject to a new occupancy, whether owner or tenant.
5. A parcel of land, unimproved by a building, which is used for a business or manufacturing purpose.
6. A residential building used for a Home Occupation under Section 3.03 E. of the Zoning Ordinance.
7. A non-residential building which has been vacant and unoccupied for more than ninety (90) days.
8. A residential building of four (4) or more units in which all the units have been vacant and unoccupied for more than ninety (90) days.
9. A building subject to a business license under Chapters 10, 12, and 13 of the Code of General Ordinances

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

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

**BY: COMMITTEE ON FINANCE**

**To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$5,048.72 for Trash and Debris Removal**

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

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

**WHEREAS**, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated September 13, 2013, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$5,048.72 are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

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

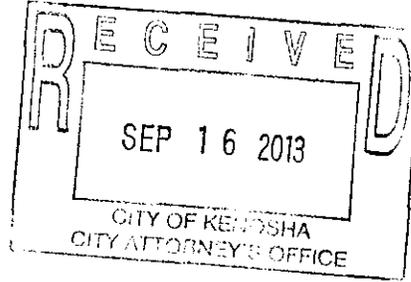
Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



# COUNTY OF KENOSHA

John T. Jansen, Director  
Department of Human Services

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



DATE: September 13, 2013

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

*Mark L Melotik 9/16/13*

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

1.)	<b>2112 - 53rd Street</b>	PARCEL #	12-223-31-329-007
	<b><u>OWNER OF RECORD:</u></b> Jolene Trznadel 808 Dawes Libertyville, IL 60048	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up	75.00 185.00
	Cleanup Date: 7/19/2013	<b>TOTAL:</b>	<u>260.00</u>
2.)	<b>6121 - 12th Avenue</b>	PARCEL #	05-123-06-131-008
	<b><u>OWNER OF RECORD:</u></b> Devang & Jaishali Thakore 1216 NE Waverly Way Bentonville, AR 72712-4180	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up	75.00 240.00
	Cleanup Date: 7/31/2013	<b>TOTAL:</b>	<u>315.00</u>
3.)	<b>5316 - 33rd Avenue</b>	PARCEL #	09-222-36-305-019
	<b><u>OWNER OF RECORD:</u></b> Nationwide Advantage Mortgage 4400 Will Rogers Parkway, Suite 300 Oklahoma City, OK 73108	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up	75.00 240.00
	Cleanup Date: 7/31/2013	<b>TOTAL:</b>	<u>315.00</u>
4.)	<b>5615 - 55th Avenue</b>	PARCEL #	08-222-35-353-004
	<b><u>OWNER OF RECORD:</u></b> Darnell & Anna Brantly 5615 - 55th Avenue Kenosha WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Publication Cost	75.00 285.00 6.77 23.18
	Cleanup Date: 8/6/2013	<b>TOTAL:</b>	<u>389.95</u>

5.)	<b>6820 - 28th Avenue</b>	PARCEL #	01-122-01-428-016
	<b><u>OWNER OF RECORD:</u></b> Louis Salituro 3707 - 85th Street, Unit D Kenosha WI 53142	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up	75.00 385.00
	Cleanup Date: 8/7/2013	<b>TOTAL:</b>	<u><u>460.00</u></u>
6.)	<b>1310 - 68th Street</b>	PARCEL #	05-123-06-314-010
	<b><u>OWNER OF RECORD:</u></b> Pamela Snowtala 6801 - 27th Street Kenosha WI 53143	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail	75.00 885.00 6.77
	Cleanup Date: 8/7/2013	<b>TOTAL:</b>	<u><u>966.77</u></u>
7.)	<b>1103 - 83rd Street</b>	PARCEL #	06-123-07-452-011
	<b><u>OWNER OF RECORD:</u></b> Bryan & Joanne Coats 1103 - 83rd Street Kenosha, WI 53143	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Publication Cost	75.00 445.00 6.77 23.56
	Cleanup Date: 7/29/2013	<b>TOTAL:</b>	<u><u>550.33</u></u>
8.)	<b>4107 - 45th Street</b>	PARCEL #	08-222-35-102-051
	<b><u>OWNER OF RECORD:</u></b> James & Mary Lentz 4107 - 45th Street Kenosha, WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail	75.00 280.00 6.77
	Cleanup Date: 8/9/2013	<b>TOTAL:</b>	<u><u>361.77</u></u>
9.)	<b>6018 - 22nd Avenue</b>	PARCEL #	01-122-01-101-013
	<b><u>OWNER OF RECORD:</u></b> Melissa Frisco 8010 - 103rd Avenue Pleasant Prairie, WI 53158	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 295.00 6.77 23.56
	Cleanup Date: 8/16/2013	<b>TOTAL:</b>	<u><u>400.33</u></u>
10.)	<b>612 - 44th Street</b>	PARCEL #	11-223-30-481-007
	<b><u>OWNER OF RECORD:</u></b> Federal National Mortgage Association P O Box 650043 Dallas, TX 75265	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up	75.00 295.00
	Cleanup Date: 8/16/2013	<b>TOTAL:</b>	<u><u>370.00</u></u>

11.) 1413 - 61st Street

PARCEL # 05-123-06-206-002

**OWNER OF RECORD:**

Shelby Rielly  
1413 - 61st Street  
Kenosha WI 53143

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	85.00
Certified Mail	6.77
Newspaper Posting	22.80
<b>TOTAL:</b>	<b>189.57</b>

Cleanup Date: 8/14/2013

12.) 7015 - 44th Avenue

PARCEL # 02-122-02-451-001

**OWNER OF RECORD:**

Margarito Vasquez  
7015 - 44th Avenue  
Kenosha, WI 53142

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	395.00

Cleanup Date: 8/19/2013

**TOTAL:** 470.00

<b>CHARTER 26 TOTAL</b>	<b>\$ 5,048.72</b>
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RESOLUTION NO. \_\_\_\_\_

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for boarding and securing during 2013, in the total amount of \$268.12, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:05-123-06-232-008**

**6109 20TH AVE**

**Owner of Record**

BANKS OF WISCONSIN  
C/O PRESCIENT INC (FDIC)  
2600 DOUGLAS RD, STE 800  
CORAL GABLES, FL 33134

Admin. Fee  
100.00

Charge  
168.12

Total  
268.12

**RESOLUTION TOTAL**

**268.12**

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

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for weed/grass cutting during 2013, in the total amount of **\$10,909.91**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

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**Parcel #:01-122-01-156-007****6427 29TH AVE****Owner of Record**  
KENNETH M PRINCE  
6427 29TH AVE  
KENOSHA, WI 53143Admin. Fee  
100.00Charge  
100.00Total  
200.00

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**Parcel #:01-122-01-227-017****6107 37TH AVE****Owner of Record**  
GERALD W & DIANE L MCGAHAN  
6107 37TH AVE  
KENOSHA, WI 53142-3330Admin. Fee  
100.00Charge  
559.32Total  
659.32

---

**Parcel #:01-122-01-283-022****6400 30TH AVE****Owner of Record**  
BANK OF AMERICA NA  
4161 PIEDMONT PKWY  
NC4-105-03-04  
GREENSBORO, NC 27416Admin. Fee  
100.00Charge  
183.24Total  
283.24

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**Parcel #:01-122-01-337-002****6907 36TH AVE****Owner of Record**  
MARY A RADATZ  
6907 36TH AVE  
KENOSHA, WI 53142-3944Admin. Fee  
100.00Charge  
162.60Total  
262.60

---

**Parcel #:01-122-01-359-005****7317 38TH AVE****Owner of Record**  
BANK OF AMERICA NA  
400 NATIONAL WAY  
SIMI VALLEY, CA 93065Admin. Fee  
100.00Charge  
10.08Total  
110.08

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**Parcel #:01-122-01-370-006****7203 35TH AVE****Owner of Record**  
JOANNE C ANDREWS  
7203 35TH AVE  
KENOSHA, WI 53142-3951Admin. Fee  
100.00Charge  
51.65Total  
151.65

---

**Parcel #:03-122-03-407-037****5707 68TH ST****Owner of Record**  
MICHELLE M MATHEY  
5707 68TH ST  
KENOSHA, WI 53142Admin. Fee  
100.00Charge  
145.02Total  
245.02

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**Parcel #:04-122-12-110-012****7728 22ND AVE****Owner of Record**  
US BANK NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301Admin. Fee  
100.00Charge  
97.74Total  
197.74

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**Parcel #:04-122-12-401-001****8004 22ND AVE****Owner of Record**  
U S PETROLEUM INC  
8004 22ND AVE  
KENOSHA, WI 53143Admin. Fee  
100.00Charge  
30.20Total  
130.20

---

**Parcel #:05-123-06-129-005****1214 61ST ST****Owner of Record**  
DEBRA L JACKSON  
1817 104TH ST #67  
PLEASANT PRAIRIE, WI 53158Admin. Fee  
100.00Charge  
91.95Total  
191.95

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**Parcel #:05-123-06-131-008****6121 12ND AVE****Owner of Record**  
DEVANG & JAISHALI THAKORE  
1216 NE WAVERLY WAY  
BENTONVILLE, AR 72712-4180Admin. Fee  
100.00Charge  
105.08Total  
205.08

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**Parcel #:05-123-06-205-005****1605 61ST ST****Owner of Record**  
SHANNON DELACY  
1605 61ST ST  
KENOSHA, WI 53143-4418Admin. Fee  
100.00Charge  
116.98Total  
216.98

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**Parcel #:05-123-06-256-021****6420 20TH AVE****Owner of Record**  
QUILING HUANG  
1923 63RD ST, STE C  
KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	10.56	110.56

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**Parcel #:05-123-06-258-023****6628 20TH AVE****Owner of Record**  
XIAO YAN WANG  
6109 CLOVERDALE BLVD #1  
BAYSIDE, NY 11364-2431

Admin. Fee	Charge	Total
100.00	49.80	149.80

---

**Parcel #:05-123-06-260-036****6516 18TH AVE****Owner of Record**  
FRANK F & SANDRA J LUDOWISE  
6516 18TH AVE  
KENOSHA, WI 53143-4954

Admin. Fee	Charge	Total
100.00	121.98	221.98

---

**Parcel #:05-123-06-260-037****6510 18TH AVE****Owner of Record**  
HERBERT D & VIVIAN F MILLS  
6510 18TH AVE  
KENOSHA, WI 53143-4954

Admin. Fee	Charge	Total
100.00	155.00	255.00

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**Parcel #:05-123-06-307-002****1417 68TH ST****Owner of Record**  
1417 68TH STREET LAND TRUST  
501 SILVERSIDE RD, STE 87JQ  
WILMINGTON, DE 19809

Admin. Fee	Charge	Total
100.00	8.00	108.00

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**Parcel #:05-123-06-307-008****1516 69TH ST****Owner of Record**  
LISETTE TAPIA  
1516 69TH ST  
KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	4.32	104.32

---

**Parcel #:05-123-06-314-010****1310 68TH ST****Owner of Record**  
PAMELA A SNOWTALA  
6801 27TH AVE  
KENOSHA, WI 53143Admin. Fee  
100.00Charge  
69.40Total  
169.40

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**Parcel #:05-123-06-355-021****1818 75TH ST****Owner of Record**  
JOHN & LORRAINE SPERANDEO  
509 MAIN ST  
GENOA CITY, WI 53128-2167Admin. Fee  
100.00Charge  
157.69Total  
257.69

---

**Parcel #:05-123-06-386-003****1511 74TH ST****Owner of Record**  
TIMOTHY E CONNOLLY  
1511 74TH ST  
KENOSHA, WI 53143Admin. Fee  
100.00Charge  
98.92Total  
198.92

---

**Parcel #:05-123-06-408-002****407 69TH ST****Owner of Record**  
RICHARD K ERMOIAN  
PO BOX 283  
KENOSHA, WI 53141-0283Admin. Fee  
100.00Charge  
112.90Total  
212.90

---

**Parcel #:05-123-06-451-013****7013 SHERIDAN RD****Owner of Record**  
EVERBANK  
301 WEST BAY ST  
JACKSONVILLE, FL 32202Admin. Fee  
100.00Charge  
110.88Total  
210.88

---

**Parcel #:05-123-06-479-017****704 75TH ST****Owner of Record**  
GURPAL WISCONSIN STATIONS LLC  
9653 N GRANVILLE RD  
MEQUON, WI 53097Admin. Fee  
100.00Charge  
77.63Total  
177.63

---

**Parcel #:06-123-07-255-013****7954 21ST AVE****Owner of Record**  
7108 43RD AVE LLC  
1344 LATHROP AVE  
RACINE, WI 53405Admin. Fee  
100.00Charge  
14.20Total  
114.20

---

**Parcel #:06-123-07-452-011****1103 83RD ST****Owner of Record**  
BRYAN J & JOANNE I COATS  
1103 83RD ST  
KENOSHA, WI 53143-6116Admin. Fee  
100.00Charge  
143.33Total  
243.33

---

**Parcel #:07-222-13-405-060****1541 25TH AVE****Owner of Record**  
MELINDA G MODESITT  
2814 14TH LN  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
347.20Total  
447.20

---

**Parcel #:07-222-24-363-030****3826 30TH ST****Owner of Record**  
CHRISTOPHER & DULCE PETKUS  
3826 30TH ST  
KENOSHA, WI 53144Admin. Fee  
100.00Charge  
276.30Total  
376.30

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**Parcel #:07-222-25-428-016****4053 30TH AVE****Owner of Record**  
REBECA ECHEVERRIA  
4053 30TH AVE  
KENOSHA, WI 53144Admin. Fee  
100.00Charge  
288.96Total  
388.96

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**Parcel #:08-222-35-102-051****4107 45TH ST****Owner of Record**  
WELLS FARGO BANK NA  
3476 STATEVIEW BLVD  
FORT MILL, SC 29715Admin. Fee  
100.00Charge  
152.60Total  
252.60

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**Parcel #:08-222-35-355-008****5427 58TH ST****Owner of Record**RUBEN & HAYDEE MUNOZ  
5427 58TH ST  
KENOSHA, WI 53144**Admin. Fee**

100.00

**Charge**

124.65

**Total**

224.65

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**Parcel #:09-222-36-127-009****4536 28TH AVE****Owner of Record**EH POOLED INVESTMENTS LP  
2711 CENTERVILLE RD STE 400  
WILMINGTON, DE 19808**Admin. Fee**

100.00

**Charge**

180.20

**Total**

280.20

---

**Parcel #:09-222-36-129-010****4714 29TH AVE****Owner of Record**EDUCATORS CREDIT UNION  
1400 N NEWMAN RD  
RACINE, WI 53406**Admin. Fee**

100.00

**Charge**

22.50

**Total**

122.50

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**Parcel #:09-222-36-152-001****5001 29TH AVE****Owner of Record**JOSEPH V GAUDIO  
8031 15TH AVE  
KENOSHA, WI 53143**Admin. Fee**

100.00

**Charge**

21.12

**Total**

121.12

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**Parcel #:09-222-36-182-002****5107 24TH AVE****Owner of Record**CHRISTOPHER M DEHAVEN  
5107 24TH AVE  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

106.68

**Total**

206.68

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

100.00

**Charge**

119.36

**Total**

219.36

---

**Parcel #:09-222-36-363-009****5722 35TH AVE****Owner of Record**BAC HOME LOAN SERVICING LP  
7102 CORPORATE DR PTX-B-209  
PLANO, TX 75024Admin. Fee  
100.00Charge  
123.37Total  
223.37

---

**Parcel #:09-222-36-405-005****2502 54TH ST****Owner of Record**GUILLERMO HERNANDEZ  
JULIA RUIZ  
2502 54TH ST  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
121.56Total  
221.56

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**Parcel #:09-222-36-483-008****5809 23RD AVE****Owner of Record**JOHN SAVAGLIO  
3707 85TH ST UNIT D  
KENOSHA, WI 53142Admin. Fee  
100.00Charge  
78.15Total  
178.15

---

**Parcel #:11-223-30-152-027****922 38TH ST****Owner of Record**JACOB A & JENEA D MASON  
922 38TH ST  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
3.36Total  
103.36

---

**Parcel #:11-223-30-327-017****3800 19TH AVE****Owner of Record**NABIL #1 LLC  
3402 60TH ST  
KENOSHA, WI 53144-4144Admin. Fee  
100.00Charge  
104.05Total  
204.05

---

**Parcel #:11-223-30-364-005****4326 17TH AVE****Owner of Record**WELLS FARGO BANK NA  
3476 STATEVIEW BLVD  
FORT MILLS, SC 29715Admin. Fee  
100.00Charge  
102.25Total  
202.25

**Parcel #:11-223-30-434-013****4026 SHERIDAN RD**

**Owner of Record**  
 JOSEPH N STURINO  
 4026 SHERIDAN RD  
 KENOSHA, WI 53140

**Admin. Fee**  
 100.00

**Charge**  
 178.67

**Total**  
 278.67

**Parcel #:12-223-31-131-013****912 47TH ST**

**Owner of Record**  
 ERIC HUMPHREY  
 PO BOX 592  
 SHELBY, MS 38774-0592

**Admin. Fee**  
 100.00

**Charge**  
 240.12

**Total**  
 340.12

**Parcel #:12-223-31-204-004****4817 18TH AVE**

**Owner of Record**  
 CODY A SHOUSE  
 210 N PRAIRIE AVE  
 MUNDELEIN, IL 60060-2128

**Admin. Fee**  
 100.00

**Charge**  
 259.52

**Total**  
 359.52

**Parcel #:12-223-31-253-006****5017 21ST AVE**

**Owner of Record**  
 BANKS OF WISCONSIN  
 C/O PRESCIENT INC (FDIC)  
 2600 DOUGLAS RD, STE 800  
 CORAL GABLES, FL 33134

**Admin. Fee**  
 100.00

**Charge**  
 127.15

**Total**  
 227.15

**Parcel #:12-223-31-276-001****1323 50TH ST**

**Owner of Record**  
 DANIEL M ZIZZO SR  
 2914 35TH ST  
 KENOSHA, WI 53140

**Admin. Fee**  
 100.00

**Charge**  
 8.00

**Total**  
 108.00

**Parcel #:12-223-31-276-020****1320 52ND ST**

**Owner of Record**  
 DANIEL M ZIZZO SR  
 2914 35TH ST  
 KENOSHA, WI 53140

**Admin. Fee**  
 100.00

**Charge**  
 5.80

**Total**  
 105.80

---

**Parcel #:12-223-31-305-003****1501 54TH ST****Owner of Record**NOEL C BAKER  
PO BOX 47501  
CHICAGO, IL 60647**Admin. Fee**

100.00

**Charge**

36.32

**Total**

136.32

---

**Parcel #:12-223-31-352-003****2010 56TH ST****Owner of Record**ANTONIO FLORES  
2010 56TH ST  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

93.55

**Total**

193.55

**RESOLUTION TOTAL****10,909.91**

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

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of **\$6,530.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:01-122-01-201-010****6031 31ST AVE**

**Owner of Record**  
 PAUL J LEVONOWICH  
 6031 31ST AVE  
 KENOSHA, WI 53142-3304

**Admin. Fee**  
 100.00

**Charge**  
 360.00

**Total**  
 460.00

**Parcel #:02-122-02-277-012****6349 49TH AVE**

**Owner of Record**  
 MARY ANN JACKSON  
 6349 49TH AVE  
 KENOSHA, WI 53142-3122

**Admin. Fee**  
 100.00

**Charge**  
 72.00

**Total**  
 172.00

**Parcel #:02-122-02-452-005****7201 45TH AVE**

**Owner of Record**  
 TOBIN R BOYLE  
 7201 45TH AVE  
 KENOSHA, WI 53142-1729

**Admin. Fee**  
 100.00

**Charge**  
 360.00

**Total**  
 460.00

**Parcel #:02-122-02-452-009****4410 73RD ST**

**Owner of Record**  
 YVONNE M DODGE  
 4410 73RD ST  
 KENOSHA, WI 53142

**Admin. Fee**  
 100.00

**Charge**  
 72.00

**Total**  
 172.00

**Parcel #:04-122-12-238-008****7733 35TH AVE**

**Owner of Record**  
 FEDERAL NATIONAL MORTGAGE ASSO  
 ONE SOUTH WACKER DR, STE 1400  
 CHICAGO, IL 60606

**Admin. Fee**  
 100.00

**Charge**  
 72.00

**Total**  
 172.00

**Parcel #:05-123-06-260-036****6516 18TH AVE**

**Owner of Record**  
 FRANK F & SANDRA J LUDOWISE  
 6516 18TH AVE  
 KENOSHA, WI 53143-4954

**Admin. Fee**  
 100.00

**Charge**  
 360.00

**Total**  
 460.00

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**Parcel #:05-123-06-312-017****7008 13RD AVE****Owner of Record**LANDREE FAMILY TRUST  
1541 17TH AVE  
KENOSHA, WI 53140-1520Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:05-123-06-312-018****7006 13RD AVE****Owner of Record**LANDREE FAMILY TRUST  
1541 17TH AVE  
KENOSHA, WI 53140-1520Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:05-123-06-326-001****6703 21ST AVE****Owner of Record**RICK & DANA FREDERICK  
2409 15TH PL  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:06-123-07-101-019****7721 5TH AVE****Owner of Record**ALAN RUFFOLO  
7721 5TH AVE  
KENOSHA, WI 53143Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:06-123-18-426-016****8867 SHERIDAN RD****Owner of Record**NMTS LLC  
4200 39TH AVE  
KENOSHA, WI 53144-1961Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:08-222-35-406-014****5406 41ST AVE****Owner of Record**ATSUKO ASHMUS  
5406 41ST AVE  
KENOSHA, WI 53144Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:08-222-35-426-002****5215 44TH AVE****Owner of Record**  
MARIA A GOMEZ  
5215 44TH AVE  
KENOSHA, WI 53144Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:09-222-36-182-019****5102 23RD AVE****Owner of Record**  
BENJAMIN GENTILE  
5102 23RD AVE  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:09-222-36-329-013****3705 52ND ST****Owner of Record**  
RAKHRA WISCONSIN EZ GO STATION  
9653 N GRANVILLE RD  
MEQUON, WI 53092Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:09-222-36-404-010****5223 26TH AVE****Owner of Record**  
CARL BUSBY  
1726 24TH ST  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:11-223-30-481-008****4324 6TH AVE****Owner of Record**  
ANTHONY G & ELIZABETH T GARZA  
8604 2ND AVE  
PLEASANT PRAIRIE, WI 53158Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:12-223-31-255-014****5130 21ST AVE****Owner of Record**  
BANK OF NEW YORK MELLON  
1661 WORTHINGTON RD, STE 100  
WEST PALM BEACH, FL 33409Admin. Fee  
100.00Charge  
180.00Total  
280.00

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**Parcel #:12-223-31-255-020****5102 21ST AVE****Owner of Record**DONALD P HENN  
5102 21ST AVE  
KENOSHA, WI 53140-5915**Admin. Fee**

100.00

**Charge**

90.00

**Total**

190.00

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**Parcel #:12-223-31-357-005****5707 20TH AVE****Owner of Record**BRENTON PIERRE  
5707 20TH AVE  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

90.00

**Total**

190.00

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

100.00

**Charge**

90.00

**Total**

190.00

---

**Parcel #:12-223-31-455-001****1105 57TH ST****Owner of Record**JACLYN & LONNIE MCCOLLUM  
1105 57TH ST  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

---

**Parcel #:12-223-31-480-001****617 58TH ST****Owner of Record**JOHN SAVAGLIO  
8986 33RD AVE  
KENOSHA, WI 53142**Admin. Fee**

100.00

**Charge**

180.00

**Total**

280.00

**RESOLUTION TOTAL****6,530.00**

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

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for trash and debris removal during 2013, in the total amount of **\$295.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

\_\_\_\_\_, Mayor  
Keith Bosman

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development & Inspections

/saz

**Parcel #:12-223-31-131-013**

**912 47TH ST**

**Owner of Record**

ERIC HUMPHREY  
PO BOX 592  
SHELBY, MS 38774-0592

Admin. Fee  
100.00

Charge  
195.00

Total  
295.00

**RESOLUTION TOTAL**

**295.00**

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

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain  
Parcels of Property for  
Unpaid Permit Fees**

BE IT RESOLVED, that special charges for permit fees during 2013, in the total amount of **\$340.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

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<b>Parcel #: 01-122-01-284-002</b>	<b>6411 32ND AVE</b>		
<b>Owner of Record</b>	<b>Admin. Fee</b>	<b>Charge</b>	<b>Total</b>
GATEWAY PROPERTIES OF KENOSHA 6634 88TH AVE	100.00	240.00	340.00
KENOSHA, WI 53142	ELECTRICAL PERMIT FEE PERMIT #155532		
<b>RESOLUTION TOTAL</b>			<b>340.00</b>

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

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of \$792.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

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

KENOSHA, WI 53142

**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

REINSPECTION FEE - ILLEGAL FENCE  
PERMIT #154921**Parcel #:03-122-06-102-026****10834 61ST ST****Owner of Record**JON & JEANNE CASADONT  
6053 109TH AVE

KENOSHA, WI 53142

**Admin. Fee**

100.00

**Charge**

60.00

**Total**

160.00

REINSPECTION FEE - ILLEGAL FENCE  
PERMIT #156176**Parcel #:05-123-06-432-002****1121 68TH ST****Owner of Record**J&N ASSETS LLC  
23373 98TH ST

SALEM, WI 53168

**Admin. Fee**

100.00

**Charge**

72.00

**Total**

172.00

REINSPECTION FEE FOR HVAC PERMIT  
(PETERSON HEATING)**RESOLUTION TOTAL****792.00**

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

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2013  
By Creating SW-13-009 "Recreational Water Quality Improvements" in the Amount of \$150,000  
With Outside Funding from a Great Lakes Restoration Initiative Grant in the Amount of \$150,000 for  
a Net Change of \$0

WHEREAS, the City of Kenosha has received a Great Lakes Restoration Initiative Grant through the University of Wisconsin Oshkosh for completing beach efforts consistent with the plans provided by Miller Engineering for water quality improvements; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Storm Water Utility and the Finance Committee on October 7, 2013;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<b>Line Item</b>	<b>Description</b>	<b>Available Authorization</b>	<b>Authorization Adjustment</b>	<b>Amended Authorization</b>
SW-13-009	Recreational Water Quality (2013)	-0-	150,000	150000
SW-13-009	Recreational Water Quality (2013) Outside Grant Funding	0	(150,000)	(150,000)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
DEBRA SALAS, CITY CLERK/TREASURER

(RES13/cipSW13-009.9.17.13)

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

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**

**TO URGE THE MAYOR TO INCLUDE IN THE CITY OF KENOSHA CAPITAL IMPROVEMENT PLAN FOR 2014 THE AMOUNT OF \$300,000 FOR RESURFACING OF A PORTION OF 104TH AVENUE**

**WHEREAS**, the City of Kenosha has a duty to maintain its infrastructure, including all roads, while at the same time being mindful of all citizens' tax dollars, and

**WHEREAS**, alderpersons have a duty to respond to the needs of citizens in their districts and report and recommend enhancements and improvements in their respective districts, and

**WHEREAS**, alderpersons have identified the need to resurface 104<sup>th</sup> Avenue, between 64<sup>th</sup> and 60<sup>th</sup> Streets, comprising about 1,584 linear feet, due to safety concerns; and

**WHEREAS**, jurisdiction for 104<sup>th</sup> Avenue, between 64<sup>th</sup> and 60<sup>th</sup> Streets is shared (is a “common road”) with the Town of Somers; and

**WHEREAS**, the City of Kenosha has other common roads for which jurisdiction is shared with other municipalities, an example of such common road being 47<sup>th</sup> Avenue, the repair for which the City partnered with the Town of Somers, splitting the cost therefor with the Town of Somers; and

**WHEREAS**, during Mayor's comments at the Common Council meeting on August 19, 2013, the Mayor stated, "the intent of this Administration and the Administration of Somers is to work on that same process [as was used for the partnership for repair of 47<sup>th</sup> Avenue] in dealing with these roads that are in question [including 104<sup>th</sup> Avenue] and have been in question for a long time;" and

**WHEREAS**, the Common Council City of Kenosha annually reviews and approves a five-year Capital Improvement Plan presented by the Mayor, which includes capital expenditures such as road construction, improvement, and repair.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council for the City of Kenosha to urge the Mayor to include within the 2014 Capital Improvement Plan the amount of \$300,000 specifically for the resurfacing of 104<sup>th</sup> Avenue between its intersections with 60<sup>th</sup> Street and 64<sup>th</sup> Street.

**BE IT FURTHER RESOLVED** by the Common Council for the City of Kenosha to urge the Mayor to communicate with the Town of Somers to negotiate an equitable sharing of costs for the necessary resurfacing of 104<sup>th</sup> Avenue between its intersections with 60<sup>th</sup> Street and 64<sup>th</sup> Street.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ City Clerk  
Debra Salas

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

Drafted By:  
Edward R. Antaramian  
City Attorney



**Engineering Division**  
Shelly Billingsley  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**

**Michael M. Lemens, P.E., Director**  
**Shelly Billingsley, P.E., Deputy Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

October 3, 2013

To: Daniel Prozanski Jr., Chairman  
Finance

Eric Haugaard, Chairman  
Public Works

From: Sean Von Bergen, P.E.  
Assistant City Engineer

CC: David Bogdala, Alderman  
District 17

Subject: *Proposed resolution by Alderperson David F. Bogdala - To Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104<sup>th</sup> Avenue. (Also referred to PW) (Deferred 09/16/13)*

**BACKGROUND INFORMATION**

Chairman Prozanski asked staff to provide the Finance Committee with the WISLR data used for rating the Cities roadways.

PASER ratings (WISLR data) are submitted to WisDOT every two (2) years on the odd calendar year. All roadway data attached and listed below are from the Cities 2011 rating year as our 2013 PASER ratings have yet to be uploaded at WisDOT. PASER ratings are on a scale of 1-10 with 10 being a newly constructed or reconstructed roadway and 1 being a roadway in very poor condition. A summary of the Cities 2011 PASER rating is listed in the table to the right and a graph from WISLR of the PASER ratings is attached. The complete 2011 PASER ratings are posted on the Alderman page for your use.

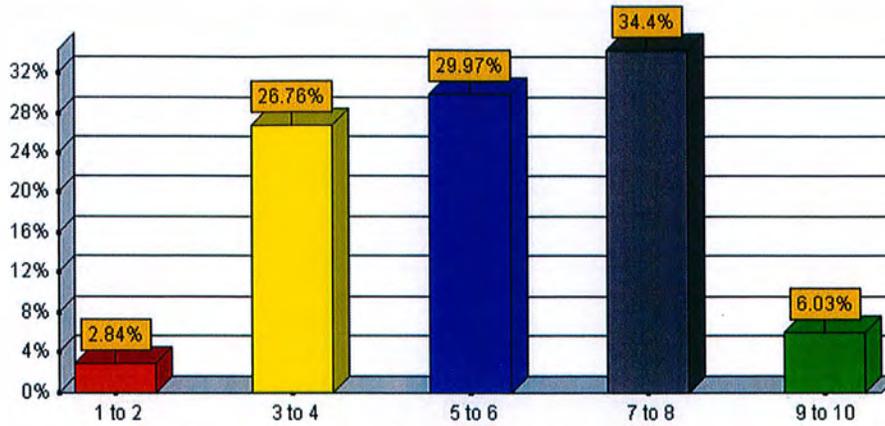
PASER Rating	Number of City Blocks
1	8
2	154
3	519
4	573
5	571
6	596
7	722
8	540
9	135
10	95

The section of 104<sup>th</sup> Avenue in question from CTH K to 64<sup>th</sup> Street had a 2011 PASER rating of 3. There are 518 other blocks of roadway within the City that also have a 2011 PASER rating of 3. There are 162 blocks of roadway with a 2011 PASER rating worse than this section of 104<sup>th</sup> Avenue (2011 PASER rating of 1 or 2).

**RECOMMENDATION**

Staff has no recommendation.

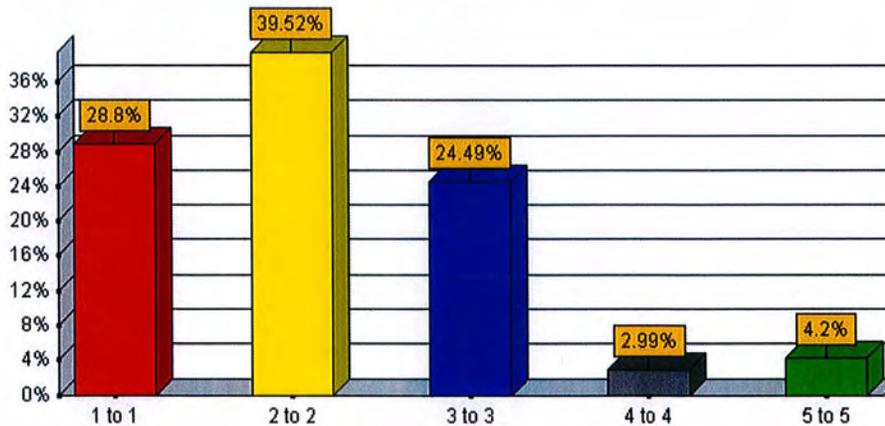
### Condition Frequency Report - Paved City of Kenosha



#### Rating Range

- Based on 307.00 miles of rated roadways.
- There are 2.66 miles of unrated roadways.
- Paved: 45,50,52,55,57,60,65,70,75

### Condition Frequency Report - Unpaved City of Kenosha

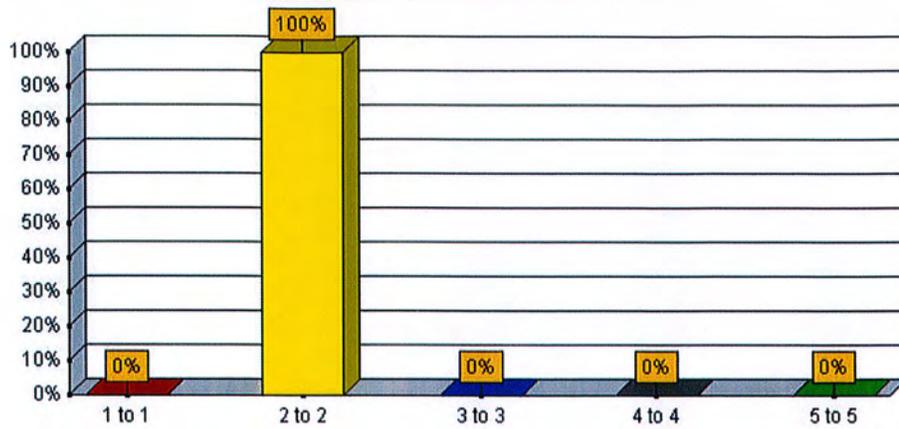


#### Rating Range

- Based on 1.16 miles of rated roadways.
- Unpaved: 35,40

*\*\*The information shown is based on actual data. Pavement sections without actual rating data were not included in this analysis.*

## Condition Frequency Report - Brick and Block City of Kenosha



### Rating Range

- Based on 0.84 miles of rated roadways.
- Brick and Block: 80

*\*\*The information shown is based on actual data. Pavement sections without actual rating data were not included in this analysis.*

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

**SPONSOR: ALDERPERSON MICHAEL J. ORTH**

**TO SUBNAME 39<sup>th</sup> AVENUE FROM 60<sup>th</sup> STREET  
TO 67<sup>TH</sup> STREET AS “VETERANS WAY” (District 15)**

**WHEREAS**, since the formulation of what would become the United States of America to the present, there have been those who have been willing to fight and to sacrifice all for the creation and protection of the American way of life, which affirms the supreme value and dignity of the individual; and

**WHEREAS**, veterans of wars and conflicts fought in protection of the American way of life, return to their communities changed by the experience; and

**WHEREAS**, the Veterans of Foreign Wars of the United States (VFW) is a Congressionally chartered war veterans organization that traces its roots back to 1899 when veterans of the Spanish-American War (1898) and the Philippine Insurrection (1899-1902) founded local organizations to secure rights and benefits for their service; and

**WHEREAS**, the VFW has as its stated vision to “ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country”; and

**WHEREAS**, the VFW's voice had been instrumental in establishing the Veterans Administration, creating a GI bill for the 20th century, developing the national cemetery system, and fighting for compensation for Vietnam veterans exposed to Agent Orange and for compensation for veterans diagnosed with Gulf War Syndrome; and

**WHEREAS**, Junker-Ball Post 1865 is one of the local affiliates of the national

organization, located at 6618 39<sup>th</sup> Avenue; and

**WHEREAS,** VFW Junker-Ball Post 1865 has filed a petition pursuant to Section 5.041 of the Code of General Ordinances for the City of Kenosha, for subnaming 39<sup>th</sup> Avenue from 60<sup>th</sup> Street to 67<sup>th</sup> Street as “Veteran's Way” for a period of three years, which petition has been countersigned by Alderperson Michael J. Orth, alderperson for the 15<sup>th</sup> Aldermanic District for the City of Kenosha;

**WHEREAS,** the petition and appropriate fee have been filed with the City Clerk.

**NOW THEREFORE, BE IT RESOLVED,** that in honor of the the service of our Country's veterans and in honor of the Veterans of Foreign Wars organization that serves our veterans, 39<sup>th</sup> Avenue between 60<sup>th</sup> Street and 67<sup>th</sup> Street shall be subnamed “Veterans Way” pursuant to Section 5.041 of the Code of Ordinances for the City of Kenosha, Wisconsin.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

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

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

City of Kenosha  
Petition Form  
for  
Honorary Street Subname

In accordance with City Ordinance 5.041, the following street is hereby requested honorary street subname status.

A. Street Location: 39th Avenue  
From: 60th St To: 67th St

B. Requested Honorary Name Designation: Veterans Way

C. Circle one of designated Street type abbreviation:  
Avenue – AV Lane – LN  
Boulevard – BLVD Place – PL  
Court – CT Street – ST  
Drive – DR Way – Way

D. The designation fee of \$300 is hereby enclosed. The fee for furnishing and installing honorary street subname shall include two signs up to 9"x36" on a 0.080 alum. flat sign blank with HIP sheeting double sided white letters on a brown background 5" uppercase/3.5" lower case lettering or sized to fit sign.

E. Petitioner Name, Group, Institution or Organization  
Name: VFW/Charlie Sichelmeller  
Address: 6618 39th Avenue  
Phone: 262-652-2751  
Date: 8/16/2013

F. a. Mayoral Signature: [Signature]  
b. Alderperson Signature: [Signature]  
Aldermanic District: 15

Signature for either F.a. or F.b. is required. Petition shall be forwarded to City Attorney for a Council resolution if deemed ordinance compliant.

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

Amendments presented at Board of Parks Commissioners

SPONSOR: ALDERPERSON KEVIN E. MATHEWSON

**TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013 BY DECREASING PK-03-001 “PARK RENOVATIONS” IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 “ROOSEVELT PARK PLAYGROUND EQUIPMENT” IN THE AMOUNT OF \$15,025,500 WITH FUNDING FROM OUTSIDE SOURCES IN THE AMOUNT OF \$10,500, FOR A NET CHANGE OF \$0**

**WHEREAS**, Roosevelt Park is a City park of approximately six acres generally located at 6801 - 34<sup>th</sup> Avenue; and

**WHEREAS**, the proximity of Roosevelt Park being immediately north of Roosevelt Elementary School and adjacent to residential areas, which residential areas generally contain older, single-family homes, makes the park conducive for use by neighborhood children; and

**WHEREAS**, Roosevelt Park has amenities such as a baseball diamond, a spray pad, and basketball and tennis courts, which attract families from outside of its adjacent neighborhoods; and

**WHEREAS**, Roosevelt Park has play equipment, such as swing sets, that are widely used despite being limited in variety and outdated, and further, that due to the age of the play equipment, are in need of frequent repair; and

**WHEREAS**, the tennis courts and swings are scheduled to be removed in 2014, which removal creates opportunity for replacing those items with functional and convenient play equipment; and

**WHEREAS**, the Roosevelt Elementary School Parent Teacher Organization has communicated with City staff about possible upgrades to existing play equipment at Roosevelt Park so that the students and the community can benefit from the new amenities; and

**WHEREAS**, the President of the Roosevelt Elementary School Parent Teacher Organization has met with the City's Parks Superintendent, and together they have concurred on appropriate upgrades to existing play equipment at Roosevelt Park that will cost an estimated amount of

\$25,500; and

**WHEREAS**, the Roosevelt Elementary School Parent Teacher Organization has approved a donation of \$10,500 toward the acquisition and installation the appropriate upgrades to existing play equipment at Roosevelt Park; and

**NOW, THEREFORE BE IT RESOLVED** that the Common Council urges the Board of Park Commissioners to install new play equipment of the type recommended by the City's Park Superintendent, at Roosevelt Park as soon as practicable after funds are appropriated for such play equipment acquisition and installation.

**BE IT FURTHER RESOLVED** by the Common Council for the City of Kenosha the Capital Improvement Program be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK-03-001	Park Renovations	\$51,933	(\$15,000)	\$36,933
PK-03-002	Roosevelt Playground Equipment	0	\$ <del>25,500</del> 15,000	<del>\$25,500.00</del> 15,000 0
<u>PK-03-002</u>	<u>Roosevelt Playground Equipment</u> <u>(Outside Funding)</u>	<u>0</u>	<u>[\$10,500.00]</u>	<u>[\$10,500.00]</u>

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ City Clerk  
Debra Salas

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

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

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

**SPONSOR: ALDERPERSON KEVIN E. MATHEWSON**

**TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013 BY DECREASING PK-03-001 “PARK RENOVATIONS” IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 “ROOSEVELT PARK PLAYGROUND EQUIPMENT” IN THE AMOUNT OF \$15,000 FOR A NET CHANGE OF \$0**

**WHEREAS**, Roosevelt Park is a City park of approximately six acres generally located at 6801 - 34<sup>th</sup> Avenue; and

**WHEREAS**, the proximity of Roosevelt Park being immediately north of Roosevelt Elementary School and adjacent to residential areas, which residential areas generally contain older, single-family homes, makes the park conducive for use by neighborhood children; and

**WHEREAS**, Roosevelt Park has amenities such as a baseball diamond, a spray pad, and basketball and tennis courts, which attract families from outside of its adjacent neighborhoods; and

**WHEREAS**, Roosevelt Park has play equipment, such as swing sets, that are widely used despite being limited in variety and outdated, and further, that due to the age of the play equipment, are in need of frequent repair; and

**WHEREAS**, the tennis courts and swings are scheduled to be removed in 2014, which removal creates opportunity for replacing those items with functional and convenient play equipment; and

**WHEREAS**, the Roosevelt Elementary School Parent Teacher Organization has communicated with City staff about possible upgrades to existing play equipment at Roosevelt Park so that the students and the community can benefit from the new amenities; and

**WHEREAS**, the President of the Roosevelt Elementary School Parent Teacher Organization has met with the City's Parks Superintendent, and together they have concurred on appropriate upgrades to existing play equipment at Roosevelt Park that will cost an estimated amount of \$25,500; and

**WHEREAS**, the Roosevelt Elementary School Parent Teacher Organization has approved a donation of \$10,500 toward the acquisition and installation the appropriate upgrades to existing play equipment at Roosevelt Park; and

**NOW, THEREFORE BE IT RESOLVED** that the Common Council urges the Board of Park Commissioners to install new play equipment of the type recommended by the City's Park Superintendent, at Roosevelt Park as soon as practicable after funds are appropriated for such play equipment acquisition and installation.

**BE IT FURTHER RESOLVED** by the Common Council for the City of Kenosha the Capital Improvement Program be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK-03-001	Park Renovations	\$51,933	(\$15,000)	\$36,933
PK-03-002	Roosevelt Playground Equipment	0	\$15,000	\$15,000

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST: \_\_\_\_\_ City Clerk  
Debra Salas

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

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

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

**SPONSOR: ALDERPERSON G. JOHN RUFFOLO**

**TO URGE THE MAYOR TO INCLUDE WITHIN THE  
2014 BUDGET A SUM SUFFICIENT TO IMPLEMENT  
LOCATING A MED UNIT AT FIRE STATION 6**

**WHEREAS**, the Kenosha Fire Department provides protective services to residents of the City of Kenosha, including emergency fire suppression and emergency paramedical services through highly-trained and certified employees; and

**WHEREAS**, the Kenosha Fire Department has an admirable, stated mission by which it strives “to provide exceptional public service beyond what is expected and required;” and

**WHEREAS**, the Kenosha Fire Department provides emergency fire suppression services from six fully-staffed and full-equipped fire stations, strategically distributed throughout the geographical area of the City to allow for the quickest response practical to fire calls; and

**WHEREAS**, the emergency paramedical services provided by the Kenosha Fire Department are overseen by the City of Kenosha Emergency Medical Services Division, which has as its special mission “to improve the quality, dignity and prosperity of the citizens and visitors by providing compassionate Basic and Advanced Life-Support care, education, transportation and related services that are reliable, professional and tailored to the needs of the community;” and

**WHEREAS**, the key pieces for effectuating the mission of the City of Kenosha Emergency Medical Services Division are the “med units” which are comprised of a paramedic unit that is an ambulance-type apparatus, and its staff of certified paramedics; and

**WHEREAS**, to facilitate the mission of the City of Kenosha Emergency Medical Services Division, in 2012, the Kenosha Fire Department acquired two (2) new, front-line paramedic units, such that all stations but for Station 6 at 2615 -14<sup>th</sup> Place have med units; and

**WHEREAS**, the territory for which Station 6 primarily provides protective services has a high concentration of residential uses, including single-family homes, condominium apartments, higher density rental apartment buildings, and specialized housing for senior members of the City, including community nursing and assisted-living facilities; and

**WHEREAS**, Med Unit #5, which med unit is associated with Station 5, which station is located at 2521 Washington Road, is the primary response med unit for territory otherwise covered by Station 6 fire suppression personnel and handled 3362 calls in 2012; and

**WHEREAS**, the quickest response time practical is important for medical emergencies.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Kenosha that the Mayor is urged to include within the 2014 budget a sum efficient to implement providing a med unit at Fire Station 6.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

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

**By: THE MAYOR**

**TO APPROVE THE ROUTE OF THE STREETCAR  
SYSTEM EXPANSION AND TO COMMENCE  
PROJECT DESIGN AND ENGINEERING**

**WHEREAS**, by Resolution #139-12, the Common Council for the City of Kenosha adopted the Kenosha Downtown Strategic Plan (“Plan”) on October 1, 2012; and

**WHEREAS**, the adopted Plan recommended the expansion of the existing street car system as one of the primary actions to facilitate the redevelopment of the downtown; and

**WHEREAS**, the adopted Plan recommended the expansion of the existing street car system through construction of a north-south loop connecting the Downtown and Harborside neighborhoods as shown in Exhibit “A”, which is attached hereto; and

**WHEREAS**, the City of Kenosha has obtained federal funding in the amount of \$8,206,168 that will provide 80% of the project costs for expansion of the existing street car system; and

**WHEREAS**, the City of Kenosha Capital Improvement Plan has budgeted funding for design and engineering in 2013 for expansion of the existing street car system; and

**WHEREAS**, the Lakeshore Business Improvement District has formally expressed their support for the expansion of the existing street car system as identified in the adopted Plan with the north-south loop connecting the Downtown and Harborside neighborhoods, as shown in Exhibit “A”; and

**WHEREAS**, the expansion of the existing street car system will also provide for the much needed improvement of the streets in conjunction with the streetcar route; and

**WHEREAS**, the anticipated economic benefit will substantially exceed the funding investment committed by the City of Kenosha.

**WHEREAS**, the north-south loop will connect the Downtown attractions, the lakefront, the museums and parking areas to Downtown businesses; and

**WHEREAS**, the streetcar expansion along the north-south route is consistent with the goals of the Common Council and City Administration to attract investment, increase tourism and attract new residents and businesses, to the Downtown.

**NOW, THEREFORE BE IT RESOLVED**, that the streetcar expansion route with the north-south loop connecting the Downtown and Harborside neighborhoods as identified in the adopted Kenosha Downtown Strategic Development Plan, and as shown in Exhibit “A”, be approved; and,

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the design and engineering phase of the expansion of the existing street car system as identified in the adopted Plan with the north-south loop connecting the Downtown and Harborside neighborhoods, as shown in Exhibit “A” as authorized in the Capital Improvement Plan for 2013 be commenced.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

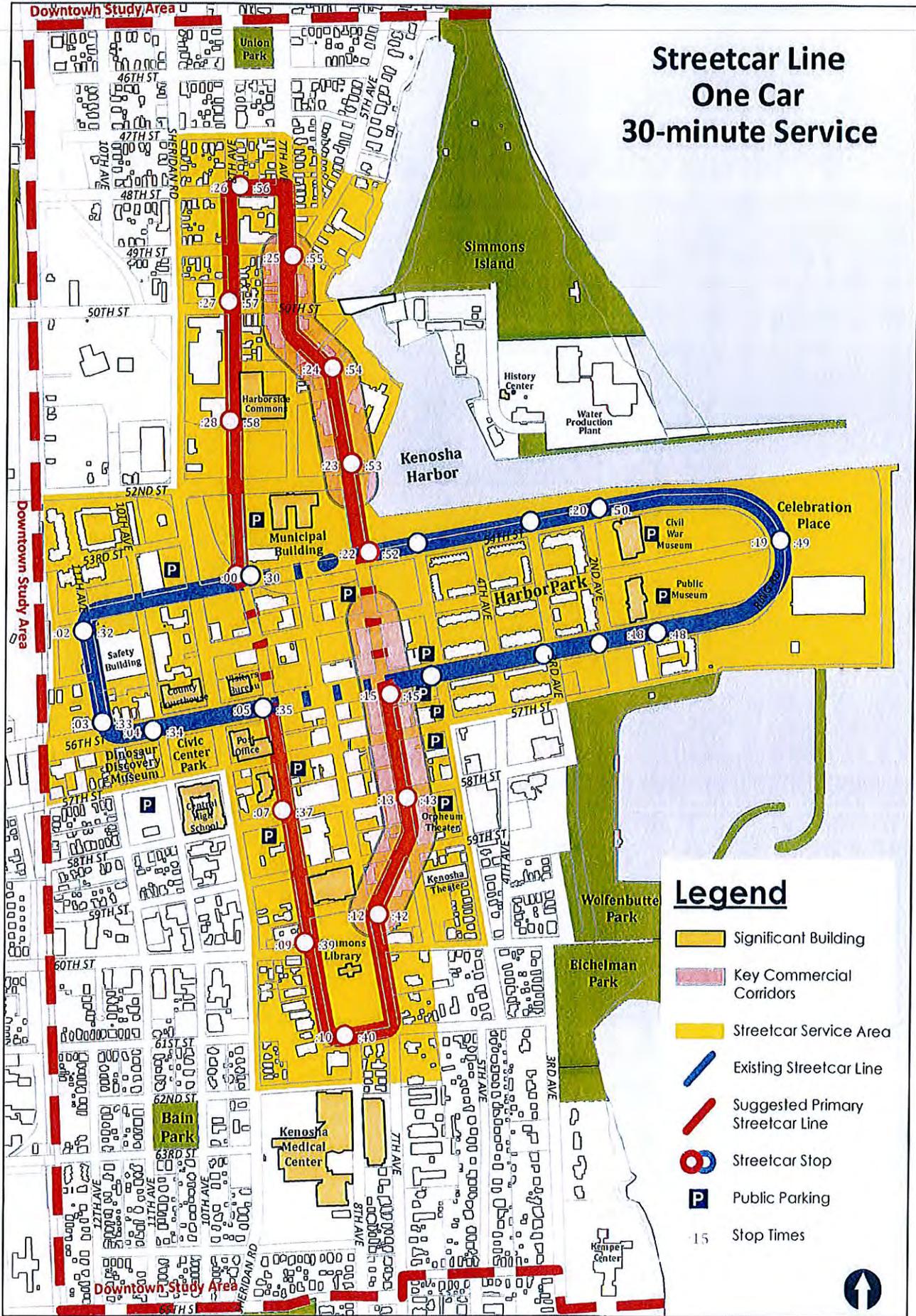
\_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

APPROVED:

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

EXHIBIT A

Streetcar Line  
One Car  
30-minute Service



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

**9/30/13 Proposed Amendment by Board of Park Commissioners**

**SPONSOR:           MAYOR**  
**CO-SPONSOR:     ALDERPERSON MICHAEL J. ORTH**

**TO URGE THE BOARD OF PARK COMMISSIONERS  
TO SUSPEND CONSTRUCTION OF A DOG PARK IN  
SOUTHPORT PARK**

**WHEREAS**, on April 8, 2013, the Board of Park Commissioners approved the Master Plan for Southport Park which included the construction of a dog park; and

**WHEREAS**, since the Master Plan for Southport Park was approved, there has been considerable debate with regard to the proposed construction of a dog park in Southport Park.

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor Keith Bosman urges the Board of Park Commissioners to suspend construction of the dog park in Southport Park indefinitely.

**BE IT FURTHER RESOLVED**, that the Common Council of the City of Kenosha, does hereby urge the Board of Park Commissioners to research a location more suitable for Kenosha's first dog park.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

Resolution No. \_\_\_\_\_

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$18,200,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICT NO. 16; PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, taxable general obligation promissory notes (the "Notes") in an amount not to exceed \$18,200,000 for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 16; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 7th day of October, 2013.

Attest: \_\_\_\_\_, City Clerk  
Debra Salas

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

Dated: October 7, 2013

Planning & Zoning Division 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 5
<b>By the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of 38th Street and 120th Avenue. (Project Onyx) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Northeast corner of 38th Street and 120th Avenue  
 Zoned: M-2 FW, Air-3, Air 4 and C-1 / C-2 Lowland Resource Conservancy

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

- In conjunction with the Conditional Use Permit application for a new distribution center on the property on the northeast corner of 38th Street and 120th Avenue, the applicant has submitted the attached Two-Lot Certified Survey Map. The lots are described as follows:
  - Lot 1 is the location of the distribution center and related improvements.
  - Lot 2 will provide for a future industrial development.
- Plans were sent to City Departments for their review. Their comments are included on the attached Resolution.
- The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/5fact-csm-onyx2.odt

RESOLUTION NO: \_\_\_\_ - 13

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP

Property at the Northeast Corner of 38th Street and 120th Avenue (KTR WIS III, LLC/Project Onyx)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to eight (8) parcels at the Northeast corner of 38th Street and 120th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. All required access Easements shall be shown on the Certified Survey Map.
7. Legal description reads in part, "...and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears North 71°32'54" East 252.77 feet .... The chord bears **SOUTH** 71°32'54"W.
8. There is a line on Sheet 1 which is labeled **S87°36'38"W 0.87'**, but has no corresponding line in the legal description. Why not?
9. A Developer's Agreement between the City and the KWU shall be approved and executed by all parties prior to recording of the CSM.
10. Show all storm sewer and sanitary sewer, water main and combined utility easements on the CSM. This includes any combined utility easements that will need to be created when the East/West Road is private. Each easement shall have a metes and bounds legal description.
11. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013

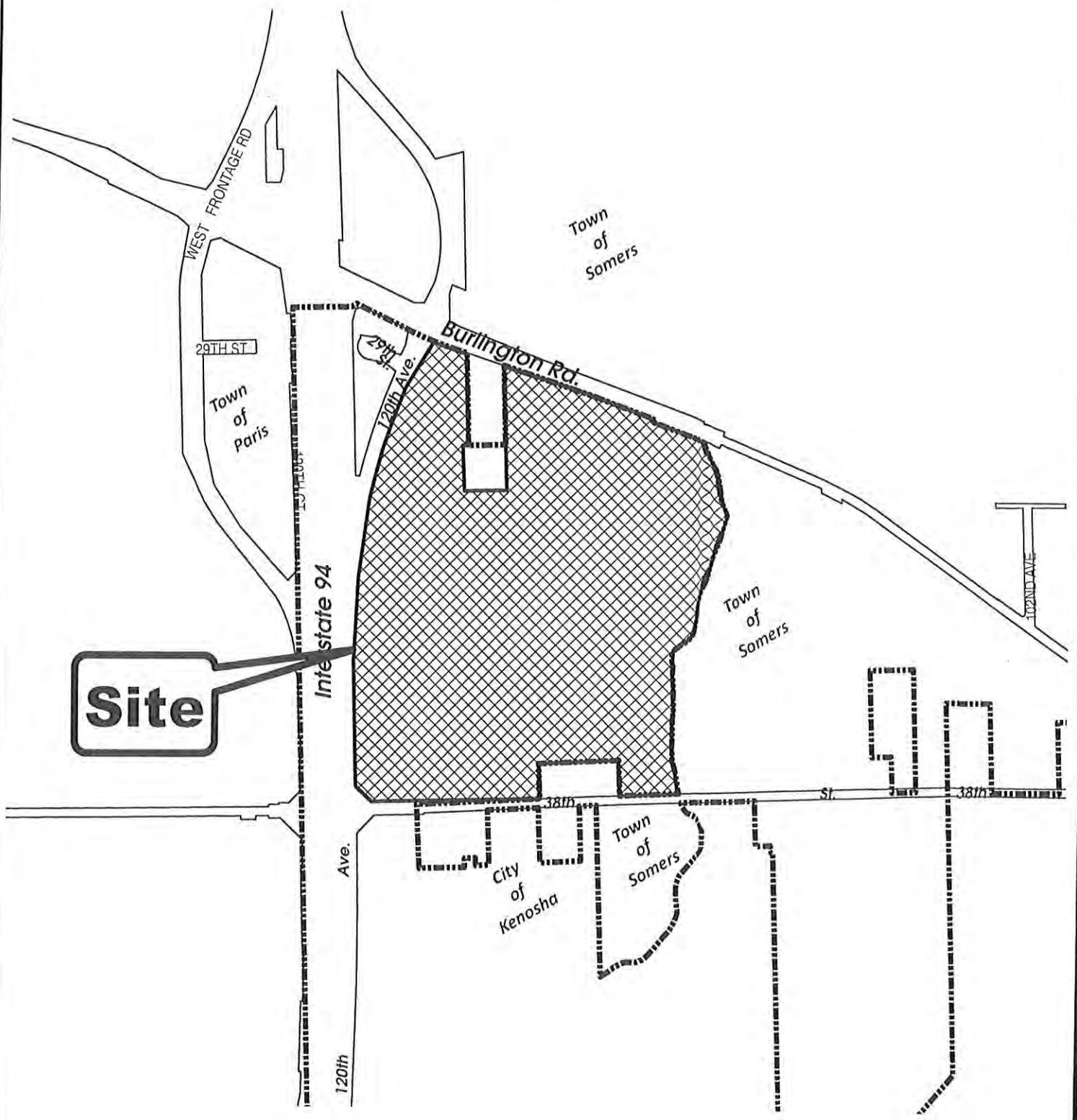
ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE:

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

City of Kenosha  
Vicinity Map  
Project Onyx CSM



**Site**

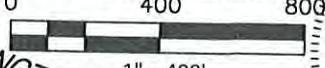
----- Municipal Boundary



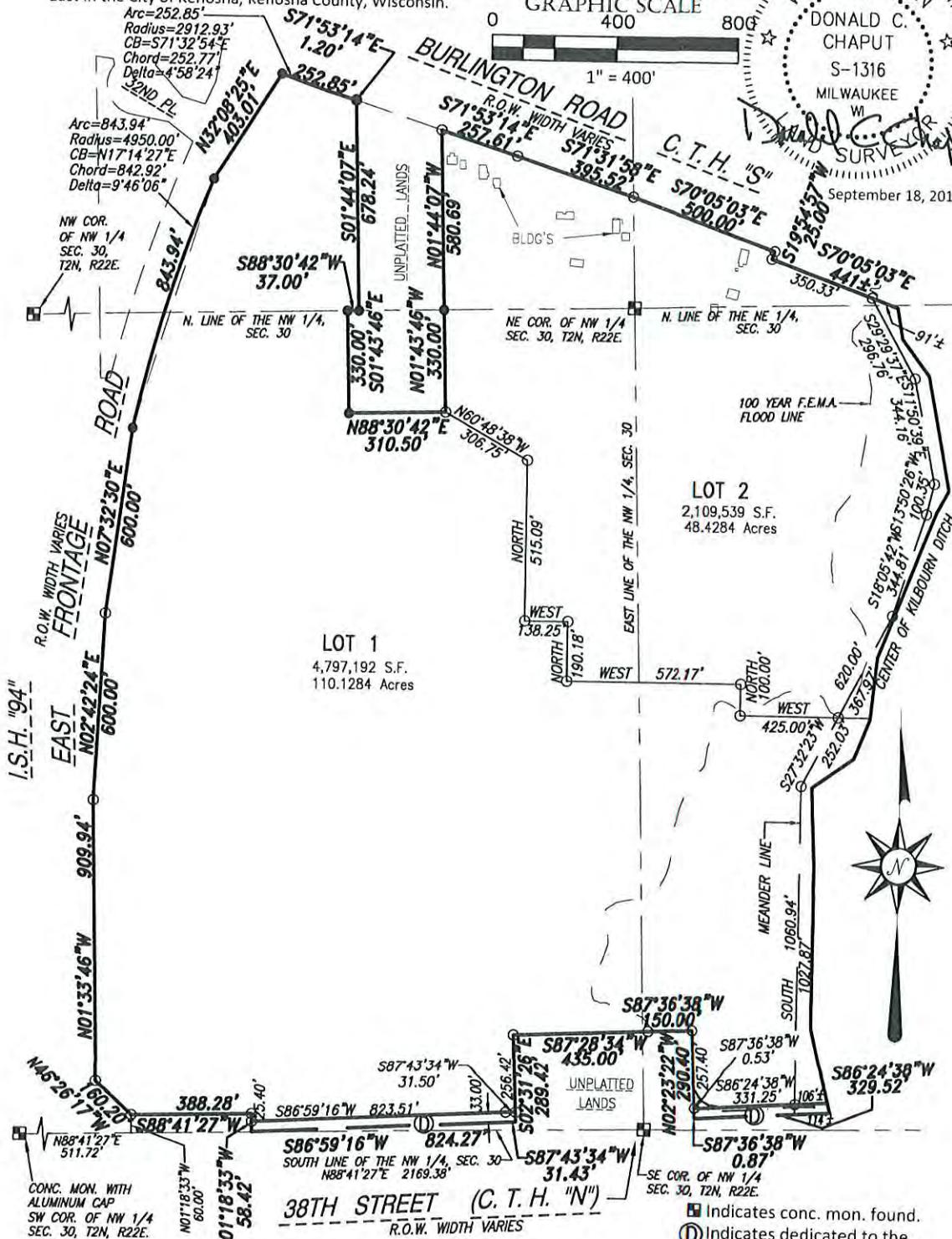
# CERTIFIED SURVEY MAP NO.

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 5 East in the City of Kenosha, Kenosha County, Wisconsin.

GRAPHIC SCALE



September 18, 2013



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

- Indicates conc. mon. found.
- Ⓧ Indicates dedicated to the public for street purposes.
- Indicates found 3/4" iron rod.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

Drawing No. 1281-grb  
 Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

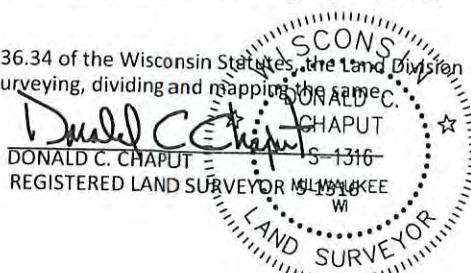
COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears North 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point; thence South 01°44'07" East 678.24 feet to a point; thence South 88°30'42" West 37.00 feet to a point; thence South 01°43'46" East 330.00 feet to a point; thence North 88°30'42" East 310.50 feet to a point; thence North 01°43'46" West 330.00 feet to a point; thence North 01°44'07" West 580.69 feet to a point on the South line of Burlington Road; thence South 71°53'14" East along said South line 257.61 feet to a point; thence South 71°31'58" East along said South line 395.52 feet to a point; thence South 70°05'03" East along said South line 500.00 feet to a point; thence South 19°54'57" West along said South line 25.00 feet to a point; thence South 70°05'03" East along said South line 350.33 feet to a meander corner, said point being North 70°05'03" West 91 feet more or less from the center of the Kilbourn Ditch; thence South 29°29'37" East along a meander line 296.76 feet to a point; thence South 11°50'39" East along said meander line 344.16 feet to a point; thence South 13°50'26" West along said meander line 100.35 feet to a point; thence South 18°05'42" West along said meander line 344.81 feet to a point; thence South 27°32'23" West along said meander line 620.00 feet to a point; thence due South along said meander line 1060.94 feet to the centerline of 38th Street, said point being South 86°24'38" West 114 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said centerline 329.52 feet to a point; thence South 87°36'38" West along said centerline 0.87 feet to a point; thence North 02°23'22" West 290.40 feet to a point; thence South 87°36'38" West 150.00 feet to a point; thence South 87°28'34" West 435.00 feet to a point; thence South 02°31'26" East 289.42 feet to a point on the centerline of 38th Street; thence South 87°43'34" West along said centerline 31.43 feet to a point; thence South 86°59'16" West along said centerline 824.27 feet to a point; thence North 01°18'33" West 58.42 feet to a point on the North line of 38th Street; thence South 88°41'27" West along said North line 388.28 feet to the point of beginning, Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch

THAT I have made this survey, land division and map by the direction of Next Partners I, LLC, a Wisconsin limited liability company, owner of said land.

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

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the Land Division Ordinance of Kenosha County in surveying, dividing and mapping the same.

DATE: September 18, 2013



This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316

Sheet 2 of 4 Sheets

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

Next Partners I, LLC, a Wisconsin limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes, I hereby declare the above restrictions to be a covenant running with the land, binding on all future owners thereof.

WITNESS the hand and seal of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

STATE OF ILLINOIS}

:SS

COUNTY}

Personally came before me this \_\_ day of \_\_\_\_\_, 2013, the above named \_\_\_\_\_, trustee to me known as the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires. \_\_\_\_\_  
My commission is permanent.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a Wisconsin banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of Next Partners I, LLC, a Wisconsin limited liability company.

By \_\_\_\_\_ Its

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN}

:SS

\_\_\_\_\_ COUNTY}

Personally came before me this \_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_, of \_\_\_\_\_, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My commission expires. \_\_\_\_\_  
My commission is permanent.

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Kenosha on this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
CHAIRPERSON

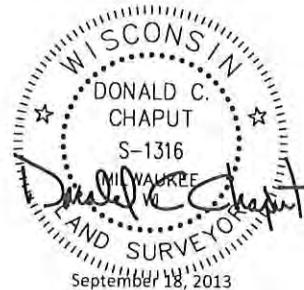
\_\_\_\_\_  
SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED by the Common Council of the City of Kenosha in accordance with the Resolution adopted on, this \_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



This instrument was drafted by Donald C. Chaput, Registered Land Surveyor S-1316 Sheet 4 of 4 Sheets

**SECTION 1  
CERTIFIED SURVEY MAP 2**

<b>Additional Information Required:</b>	Number of Lots: <del>5 via 2 separate CSMs</del> <b>4 LOTS</b> Zoning District: <u>Project is currently being rezoned from AG to Manufacturing</u> Proposed Zoning Change, if any: <u>See above</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

**Checklist to be completed and signed:**

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

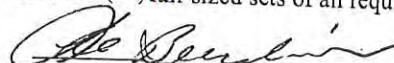
**Checklist to be completed and signed:**

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

**Plans to be submitted (when applicable)**

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

  
Applicant's Signature

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 7
<b>By the Mayor - To approve a Two-Lot Certified Survey Map for property at the northeast corner of Green Bay Road and Washington Road. (Kenosha Pointe) (District #5) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Northeast corner of Green Bay Road and Washington Road  
 Zoned: B-2 Community Business District / Air-4 Airport Overlay District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman LaMacchia, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

**ANALYSIS:**

- The applicant has submitted a Two-Lot Certified Survey Map in conjunction with the submittal of a Conditional Use Permit for a multi-tenant building, which is also included on this agenda.
- The Lots are described as follows:
  - Lot 1 would be the proposed commercial building.
  - Lot 2 would remain vacant for now, but would be a future commercial building.
- The plans were sent to City Departments for their review. Their comments are included in the attached Resolution.
- The plans generally comply with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/7fact-csm-kenoshapointe.odt

RESOLUTION NO: \_\_\_\_ - 13

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP

Property at the Northeast corner of Green Bay Road and Washington Road (Kenosha Pointe)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one parcel at the Northeast corner of Green Bay Road and Washington Road is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
5. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
6. South lot line is shown as 304.88 feet; CSM 2675 labels this line as 309.88 feet. Please clarify.
7. Curve along 35th Street is labeled to have a chord length of 83.47 feet, whereas the original CSM indicates a length of 83.48 feet. This same curve is labeled as having a chord bearing of S84°25'37"E, whereas CSM 2675 indicates a chord bearing S84°25'56"E. The curve length is labeled as 83.61 feet, whereas CSM 2675 indicates an arc length of 83.62 feet. If this is the same curve from the original CSM, why are these not identical?
8. Please note on Page 2 of 3 that the Ordinances conformed to are those of the City of **Kenosha**.
9. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

\_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

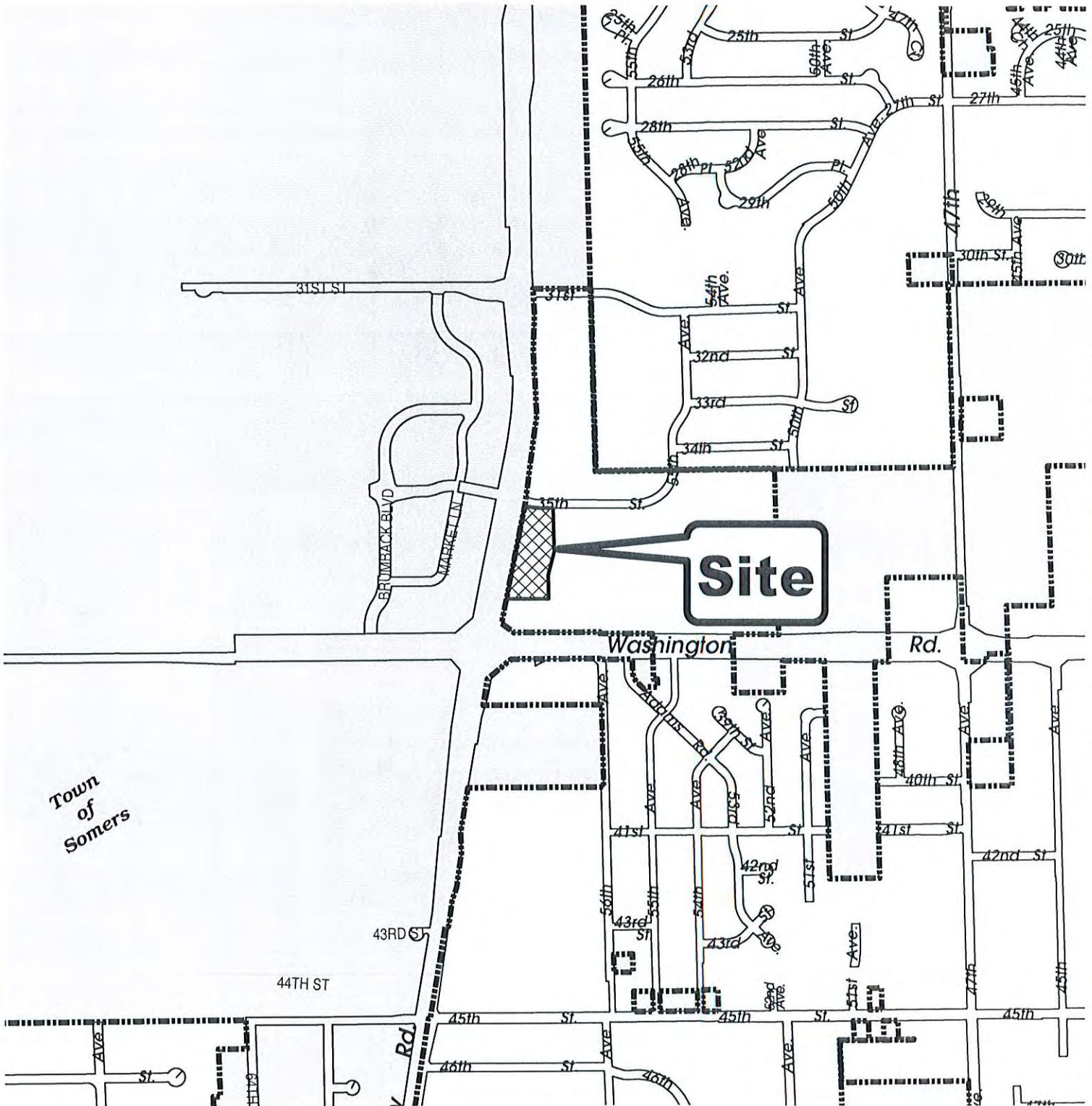
APPROVE:

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

Drafted by the Department of Community Development & Inspections  
/u2/acct/cp/ckays/1CPC/2013/SEP19/7resol-csm-kenoshapointe.odt

# City of Kenosha

## Vicinity Map Kenosha Pointe Multi-Tenant Development CSM



Town of Somers

**Site**

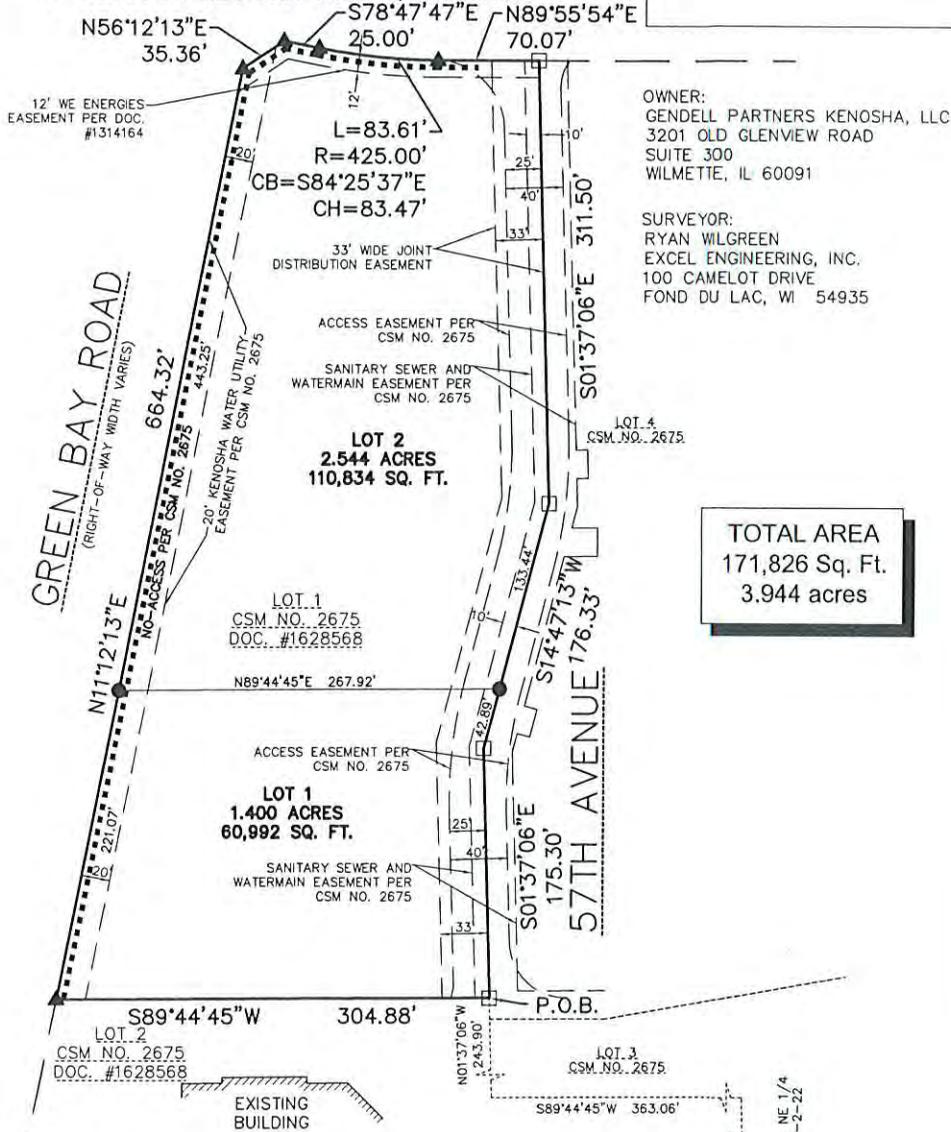
Washington Rd.



----- Municipal Boundary



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



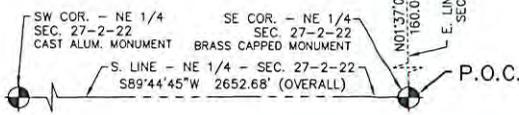
OWNER:  
 GENDELL PARTNERS KENOSHA, LLC  
 3201 OLD GLENVIEW ROAD  
 SUITE 300  
 WILMETTE, IL 60091

SURVEYOR:  
 RYAN WILGREEN  
 EXCEL ENGINEERING, INC.  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54935

**TOTAL AREA**  
 171,826 Sq. Ft.  
 3.944 acres



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



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



**EXCEL ENGINEERING, INC. SURVEYING GROUP**  
 PROJECT NO. 1300100

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

CERTIFIED SURVEY MAP # \_\_\_\_\_ VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ SHEET 1 OF 3 SHEETS

**CERTIFIED SURVEY MAP**

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

**SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Gendell Partners Kenosha, LLC.,  
bounded and described as follows:

A re-division of Lot 1 of Certified Survey Map No. 2675, recorded as Document No. 1628568,  
being a part of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 2 North, Range 22 East,  
in the City of Kenosha, Kenosha County, Wisconsin, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 27, thence North  
01°-37'-06" West along the East line of the Northeast Quarter of said Section 27, a distance of 160.04  
feet; thence South 89°-44'-45" West, a distance of 363.06 feet; thence North 01°-37'-06" West, a  
distance of 243.90 feet to the Southeast corner of said Lot 1 and the point of beginning; thence South  
89°-44'-45" West along the South line of said Lot 1, a distance of 304.88 feet to the Southwest corner of  
said Lot 1; thence North 11°-12'-13" East along the Westerly line of said Lot 1, a distance of 664.32 feet  
to a Northwest corner of said Lot 1; thence North 56°-12'-13" East along a Northerly line of said Lot 1, a  
distance of 35.36 feet to a Northwest corner of said Lot 1; thence South 78°-47'-47" East along a  
Northerly line of said Lot 1, a distance of 25.00 feet to a Northerly corner of said Lot 1; thence 83.61 feet  
along a Northerly line of said Lot 1 on a curve to the left having a radius of 425.00 feet, the chord of said  
curve bears South 84°-25'-37" East, a chord distance of 83.47 feet to a Northerly corner of said Lot 1;  
thence North 89°-55'-54" East along a Northerly line of said Lot 1, a distance of 70.07 feet to the  
Northeast corner of said Lot 1; thence South 01°-37'-06" East along an Easterly line of said Lot 1, a  
distance of 311.50 feet to an Easterly corner of said Lot 1; thence South 14°-47'-13" West along an  
Easterly line of said Lot 1, a distance of 176.33 feet to an Easterly corner of said Lot 1; thence South  
01°-37'-06" East along an Easterly line of said Lot 1, a distance of 175.30 feet to the point of beginning  
and containing 3.944 acres (171,826 Sq. Ft.) of land more or less and being subject to all easements  
and restrictions of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the  
subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and  
the Subdivision Ordinance of The City of Burlington in surveying, dividing, and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 1300100

CERTIFIED SURVEY MAP #

VOLUME

PAGE

SHEET 2 OF 3 SHEETS

**CERTIFIED SURVEY MAP**

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

**OWNER'S CERTIFICATE-LLC**

GENDELL PARTNERS KENOSHA, LLC. a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, and mapped as represented on this plat.

GENDELL PARTNERS KENOSHA, LLC. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1. City of Kenosha

WITNESS the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

IN PRESENCE OF: GENDELL PARTNERS KENOSHA, LLC.

\_\_\_\_\_  
Witness Scott H. Gendell, Manager

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above named Scott H. Gendell to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_  
My Commission Expires: \_\_\_\_\_

**COMMON COUNCIL APPROVAL**

RESOLVED that this certified survey map in the City of Kenosha, GENDELL PARTNERS KENOSHA, LLC., owner, is hereby approved by the Common Council of the City of Kenosha.

Date \_\_\_\_\_ Approved \_\_\_\_\_  
Keith G. Bosman, Mayor

I HEREBY certify that the foregoing is a copy of Resolution Number \_\_\_\_\_, adopted by the Common Council of the City of Kenosha.

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Deb Salas, Clerk

CERTIFIED SURVEY MAP # \_\_\_\_\_

VOLUME \_\_\_\_\_

PAGE \_\_\_\_\_

SHEET 3 OF 3 SHEETS

**SECTION 1  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	Number of Lots: <u>Two (2)</u> Zoning District: <u>B2-COMMUNITY BUSINESS</u> Proposed Zoning Change, if any: <u>None</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <b>Miscellaneous fees</b> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

**Checklist to be completed and signed:**

- Scale and north arrow
- Scale of plans less than or equal to 1" = 100'
- Date of original and revisions noted
- Certification from surveyor that Plat complies with Chapter 17
- Reproducible paper less than 36" in width
- Location of all existing structures and first floor elevations
- Location of utility and drainage easements
- Exact length and bearing of the centerline of all streets
- Exact street width along the line of any obliquely intersecting street
- Railway rights-of-way within and abutting the plat
- Location and size of all lands to be dedicated for public use (when required)
- Comprehensive drainage plan
- Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
- Major street setback or WisDOT setbacks (if applicable)
- Map shows entirety of all parcels in proposed certified survey map

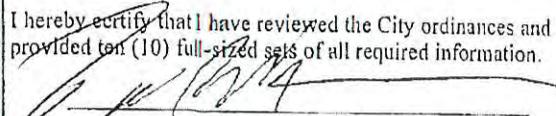
**Checklist to be completed and signed:**

- Floodplain limits of the 100 year recurrence interval flood
- Location of any wetlands, shoreland, or other environmental areas (if applicable)

**Plans to be submitted (when applicable)**

- Street plans and profiles
- Sanitary sewer plans and profiles
- Storm sewer plans
- Grading/drainage plans
- Water main plans and profiles
- Erosion control plans
- Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.

  
Applicant's Signature

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 30, 2013	Item 1
<b>By the City Plan Commission - To Adopt a Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, Under Section 66.1105 (4)(h)1., Wisconsin Statutes. (Kenall) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

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

**NOTIFICATIONS/PROCEDURES:**

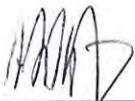
The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

**ANALYSIS:**

- The Project Plan Amendment is to add \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs.
- The Amendment does not involve an Amendment to the TID #8 boundaries as shown in the boundary description.
- The estimated cost of the up-front cash development grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.
- The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

**RECOMMENDATION:**

A recommendation is made to approve the City Plan Commission Resolution adopting the Project Plan Amendment for TID #8.



A. Zohrab Khaligian, Development Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP30/fact-cpcesol-tid8.odt

CITY PLAN COMMISSION RESOLUTION # \_\_ -13

BY: THE CITY PLAN COMMISSION

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

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

**WHEREAS**, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

**WHEREAS**, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs as described in and attached hereto as Exhibit "A"; and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

**WHEREAS**, the purpose of the Development Grant is to assist in the construction of a lighting manufacturing facility and headquarters which will serve the purpose of promoting industrial development in TID #8; and

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

\_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

\_\_\_\_\_  
Keith G. Bosman, Chairman of City Plan Commission

*Drafted by: Department of Community Development & Inspections*

*/u2/acct/cp/ckays/3KHALIGIAN/TIDS/TID8/AMEND-ADD4360/PLAN/resol-cpc-amd-tid8.odt*

**EXHIBIT "A"**

**AMENDMENT DESCRIPTION**

**TAX INCREMENTAL DISTRICT #8**

The Project Plan Amendment is to add \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash development grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a development grant agreement and any other activities associated with the Amendment.

## EXHIBIT "B"

### BOUNDARY DESCRIPTION

#### TAX INCREMENTAL DISTRICT #8

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

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

**City of Kenosha, Wisconsin**

**Proposed  
Project Plan Amendment for Tax Incremental District #8**

**For Consideration by the Common Council on October 7, 2013**

## Table of Contents

Goals of the Kenosha TID Program	1
Resolution to Adopt a Project Plan Amendment for TID #8 (City Plan)	2
Resolution to Adopt a Project Plan Amendment for TID #8 (Council)	5
Resolution to Approve the Project Plan Amendment for TID #8 (JRB)	9
Amended Statement of Kind, Number and Location of All Proposed Public Works and Improvements, a Detailed List of Estimated Project Costs and When Costs are Expected to be Incurred	10
Amended Economic Feasibility Study, including Description of the Methods of Financing, All Estimated Project Costs, Timing of Costs and Monetary Obligations	11
Changes in Zoning Ordinance, Master Plan, Map, Building Code and City Ordinances	14
List of Estimated Non-Project Costs	14
Statement of Proposed Method for Relocation of Persons to be Displaced	14
Statement of Conformity to the City of Kenosha Master Plans	14
Statement of Orderly Development	14
Opinion of the City Attorney	15
Amended Maps:	
Boundary & Vicinity Map	17
Boundary & Parcel Map	18
Existing Land Use Map	19
Existing Zoning Map	20
Proposed Improvements Map	21
Proposed Uses Map	22

## **GOALS OF THE KENOSHA TID PROGRAM**

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

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

**CITY PLAN COMMISSION RESOLUTION # \_\_ -13**

**BY: THE CITY PLAN COMMISSION**

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

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

**WHEREAS**, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

**WHEREAS**, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs as described in and attached hereto as Exhibit "A"; and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

**WHEREAS**, the purpose of the Development Grant is to assist in the construction of a lighting manufacturing facility and headquarters which will serve the purpose of promoting industrial development in TID #8; and

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST: \_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE: \_\_\_\_\_  
Keith G. Bosman, Chairman of City Plan Commission

*Drafted by: Department of Community Development & Inspections*

*/u2/acct/cp/ckays/3KHALIGIAN/TIDS/TID8/AMEND-ADD4360/PLAN/ProjectPlan-Amd-092513.odt*

**EXHIBIT "A"**

**PROJECT PLAN AMENDMENT DESCRIPTION**

**TAX INCREMENTAL DISTRICT #8**

The Project Plan Amendment is to add \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash Development Grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

**EXHIBIT "B"**

**BOUNDARY DESCRIPTION**

**TAX INCREMENTAL DISTRICT #8**

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

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

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

BY: THE MAYOR

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

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

**WHEREAS**, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened special meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID#8, City of Kenosha, Wisconsin; and

**WHEREAS**, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

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

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

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST:

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

APPROVED:

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

*Drafted By: Department of Community Development & Inspections*

**EXHIBIT "A"**

**PROJECT PLAN AMENDMENT DESCRIPTION**

**TAX INCREMENTAL DISTRICT #8**

The Project Plan Amendment is to add \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash Development Grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

**EXHIBIT "B"**

**BOUNDARY DESCRIPTION**

**TAX INCREMENTAL DISTRICT #8**

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

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

**RESOLUTION NO. 13-1**

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

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

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

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

**WHEREAS**, the Joint Review Board has completed its review.

**NOW, THEREFORE, BE IT RESOLVED** by the Joint Review Board for TID #8, City of Kenosha, Wisconsin, that it approves Resolution Number \_\_\_\_\_ adopted on October 7, 2013, by the Common Council of the City of Kenosha, Wisconsin, and the Project Plan Amendment, under Section 66.1105(4)(h)1., Wisconsin Statutes, based on the following criteria:

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

ATTEST: \_\_\_\_\_, Staff

APPROVED: \_\_\_\_\_, Chairperson

*Drafted By: Department of Community Development & Inspections*

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

Development Grant costs include building and parking lot construction and equipment purchases. See attached maps for location of all improvements. The Development Grant cannot be provided to the developer until a Development Grant Agreement per Wisconsin Statute 66.1105 (2)(f)2.d is executed.

Costs of Issuance includes all City administrative, legal and related costs with creating the district, issuing the G.O. Promissory Notes, preparation of the Development Grant Agreement and any other activities associated with the district.

<b>Description of Project Costs</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Total</b>
1. Development Grant	\$4,000,000.00	\$0.00	\$0.00	\$4,000,000.00
2. Capitalized Interest	\$275,000.00	\$0.00	\$0.00	\$275,000.00
3. Costs of Issuance	\$85,000.00	\$0.00	\$0.00	\$85,000.00
<b>Total</b>	\$4,360,000.00	\$0.00	\$0.00	\$4,360,000.00

<b>Costs to be Recovered by TID</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Total</b>
1. Project Costs	--	--	--	\$4,360,000.00
2. Financing Costs	--	--	--	\$761,200.00
<b>Total</b>	--	--	--	\$5,121,200.00

**City of Kenosha**  
**Cash Flow Projections - TID No. 8 - BPOK II - Industrial**  
**Creation Date 08/19/02 - Expenditure Period 01/01/20**  
**Dissolution Date 01/01/25**  
**Transfers Allowed Through 12/31/16**

Last Prepared: 09/09/13

Calendar Year	Construction Takes Place Year	Amount	Collection Year	Taxable Incremental Value	Tax Rate	Tax Increment Collections	Other Revenues and Adjustments	Total All Revenues and Adjustments	Less: Capital Appreciation Paid 09/21/05 Debt Service	Fund Balance 31-Dec	Less: Transfers To TID No. 10	Less: Loss-Taxable C.O. Bonds 12/01/13	Net Fund Balance 31-Dec	Collection Year
2004	2004	2,263,700 (A)	2006	2,263,700 (A)	22.080 (A)	49,991 (A)	177	50,168		50,168 (A)			50,168 (A)	2006
2005	2005	6,465,200 (A)	2007	6,465,200 (A)	21.350 (A)	137,320 (A)		137,320 (A)		237,488 (A)			237,488 (A)	2007
2006	2006	(3,888,400) (A)	2008	4,840,500 (A)	21.360 (A)	103,378 (A)		101,378 (A)		340,866 (A)			340,866 (A)	2008
2007	2007	14,179,100 (A)	2009	19,019,600 (A)	22.100 (A)	420,313 (A)		420,313 (A)	(200,000)	561,179 (A)			561,179 (A)	2009
2008	2008	3,937,800 (A)	2010	2,957,400 (A)	23.020 (A)	67,577 (A)		528,427 (A)	(200,000)	889,606 (A)			889,606 (A)	2010
2009	2009	7,589,800 (A)	2011	30,547,200 (A)	25.780 (A)	787,577 (A)	2,052	789,629 (A)	(400,000)	1,379,235 (A)			1,379,235 (A)	2011
2010	2010	(3,366,100) (A)	2012	27,181,100 (A)	27.240 (A)	740,416 (A)	1,914 (A)	742,330 (A)	(400,000)	1,721,565 (A)			1,721,565 (A)	2012
2011	2011	1,633,300 (A)	2013	28,836,400 (A)	29.290 (A)	844,759 (A)	275,000 (A)	896,664 (A)	(600,000)	2,341,324 (A)			2,341,324 (A)	2013
2012	2012	1,776,200 (A)	2014	30,613,300 (A)	29.290 (A)	896,664 (A)		896,664 (A)	(600,000)	2,637,888 (A)			2,637,888 (A)	2014
2013	2013	14,209,184 (A)	2015	30,919,433 (A)	29.290 (A)	905,630 (A)		905,630 (A)	(3,185,000)	358,618 (A)		(174,400)	9,818 (A)	2015
2014	2014	4,522,868 (A)	2016	43,228,627 (A)	29.290 (A)	1,224,746 (A)		1,224,746 (A)		1,683,364 (A)		(174,400)	10,164 (A)	2016
2015	2015	4,568,918 (A)	2017	46,860,914 (A)	29.290 (A)	1,327,994 (A)		1,327,994 (A)		3,021,358 (A)		(1,324,400)	14,758 (A)	2017
2016	2016	4,565,809 (A)	2018	47,171,715 (A)	29.290 (A)	1,351,374 (A)		1,351,374 (A)		4,372,732 (A)		(1,350,200)	15,932 (A)	2018
2017	2017	4,613,377 (A)	2019	48,599,100 (A)	29.290 (A)	1,364,888 (A)		1,364,888 (A)		5,737,620 (A)		(1,350,200)	15,932 (A)	2019
2018	2018	4,653,991 (A)	2020	47,035,891 (A)	29.290 (A)	1,378,537 (A)		1,378,537 (A)		7,116,156 (A)		(1,378,537)	0 (A)	2020
2019	2019	4,706,651 (A)	2021	47,535,743 (A)	29.290 (A)	1,400,368 (A)		1,392,322 (A)		8,508,478 (A)		(1,392,322)	0 (A)	2021
2020	2020	4,753,557 (A)	2022	48,011,099 (A)	29.290 (A)	1,426,308 (A)		1,406,245 (A)		9,914,723 (A)		(1,392,322)	1,158,291 (A)	2022
2021	2021	4,801,111 (A)	2023	48,491,210 (A)	29.290 (A)	1,434,311 (A)		1,420,308 (A)		11,335,031 (A)		(1,392,322)	2,578,598 (A)	2023
2022	2022	4,844,912 (A)	2024	48,976,122 (A)	29.290 (A)	1,448,856 (A)		1,434,311 (A)		12,769,541 (A)		(1,392,322)	4,013,109 (A)	2024
2023	2023	4,897,761 (A)	2025	49,465,884 (A)	29.290 (A)	1,463,344 (A)		1,448,856 (A)		14,218,397 (A)		(1,392,322)	5,461,965 (A)	2025
2024	2024	4,944,659 (A)	2026	49,960,542 (A)	29.290 (A)	1,463,344 (A)		1,463,344 (A)		15,681,741 (A)		(1,392,322)	6,925,309 (A)	2026
						<b>20,787,598</b>	<b>279,143</b>	<b>21,066,741</b>	<b>(6,385,000)</b>			<b>(6,385,000)</b>		

**ASSUMPTIONS:**

Improvement amounts in years 2012 through 2023 include a 1.0% increase in taxable incremental values.

(A) Actual

(B) Estimated

(C) Capitalized Interest on Taxable C.O. Bonds Issued 12/01/13

(D) To adjust to net City's Audit Report.

2011 - No Change

2014 - Outlets \$110,000.00 + 1% Appreciation

**City of Kenosha**

\$4,360,000.00 Taxable G.O. Notes, Series 2013 - Dated 12/01/13

TID No. 8

Preliminary Estimate

**Debt Service Schedule -- Accrual Basis**

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	-	-	174,400.00	174,400.00
2015	-	-	174,400.00	174,400.00
2016	1,150,000.00	4.000%	174,400.00	1,324,400.00
2017	1,205,000.00	4.000%	128,400.00	1,333,400.00
2018	1,270,000.00	4.000%	80,200.00	1,350,200.00
2019	735,000.00	4.000%	29,400.00	764,400.00
-	\$4,360,000.00	-	\$761,200.00	\$5,121,200.00

**Yield Statistics**

Bond Year Dollars	519,030.00
Average Life	4.365 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	4.3207567%
True Interest Cost (TIC)	4.3467320%
Bond Yield for Arbitrage Purposes	3.9902932%
All Inclusive Cost (AIC)	4.4883417%

**IRS Form 8038**

Net Interest Cost	4.0000000%
Weighted Average Maturity	4.365 Years

2013 - TID8 Existing and | SINGLE PURPOSE | 9/9/2013 | 9:11 AM

Piper Jaffray & Co.  
Wisconsin Public Finance

**City of Kenosha**

\$4,360,000.00 Taxable G.O. Notes, Series 2013 - Dated 12/01/13

TID No. 8

Preliminary Estimate

**Sources & Uses**

Dated 12/01/2013 | Delivered 12/01/2013

**Sources Of Funds**

Par Amount of Bonds	<u>\$4,360,000.00</u>
<b>Total Sources</b>	<b><u>\$4,360,000.00</u></b>

**Uses Of Funds**

Deposit to Project Construction Fund	\$4,000,000.00
Capitalized Interest	275,000.00
Costs of Issuance	<u>85,000.00</u>
<b>Total Uses</b>	<b><u>\$4,360,000.00</u></b>

2013 - TID8 Existing and | SINGLE PURPOSE | 9/9/2013 | 9:11 AM

Piper Jaffray & Co.  
Wisconsin Public Finance

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

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

**LIST OF ESTIMATED NON-PROJECT COSTS**

There are no non-project costs.

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

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

**STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS**

The development of this project plan amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, adopted April, 2010. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

**STATEMENT OF ORDERLY DEVELOPMENT**

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

OFFICE OF THE CITY ATTORNEY  
MUNICIPAL BUILDING  
625 52ND STREET, ROOM 201  
Kenosha, Wisconsin 53140  
PHONE: (262) 653-4170  
FAX: (262) 653-4176



EDWARD R. ANTARAMIAN  
CITY ATTORNEY

MATTHEW A. KNIGHT  
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON  
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN  
ASSISTANT CITY ATTORNEY

CHRISTINE M. GENTNER  
ASSISTANT CITY ATTORNEY

September 24, 2013

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

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

Dear Mayor and Members of the Common Council:

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

Respectfully submitted,

Edward R. Antaramian  
City Attorney

**AMENDED MAPS**

**TAX INCREMENTAL DISTRICT #8**

The proposed project plan amendment does not involve a boundary Amendment or change in proposed private or public improvements. However, since the plan was adopted, the following changes were made:

***BOUNDARY & PARCEL MAP***

New parcels and parcel numbers were created within the TID boundaries.

***EXISTING LAND USE***

A portion of the TID previously identified as vacant is now developed with industrial uses.

***EXISTING ZONING***

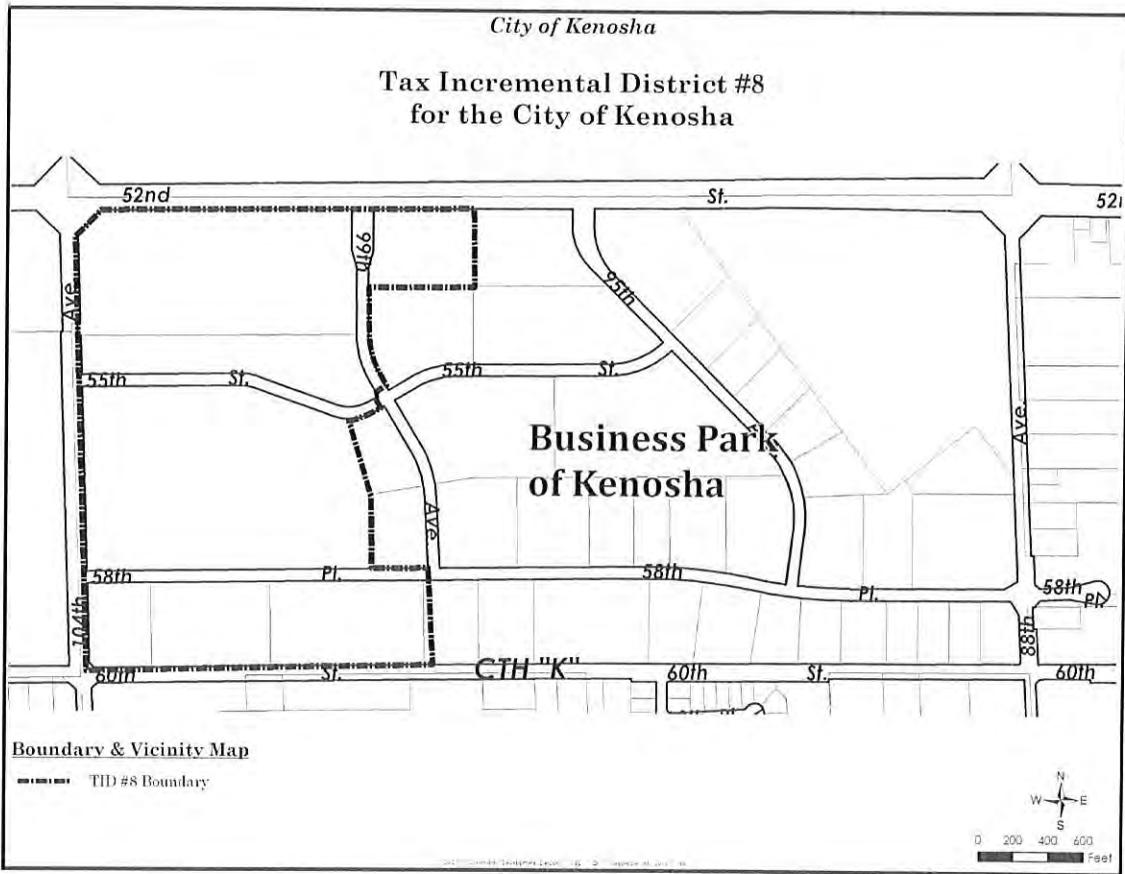
Per the original Project Plan, one parcel was rezoned from A-2 Agricultural to M-2 Heavy Manufacturing.

***PROPOSED IMPROVEMENTS***

Shows where site preparation and mass grading will occur for the proposed development.

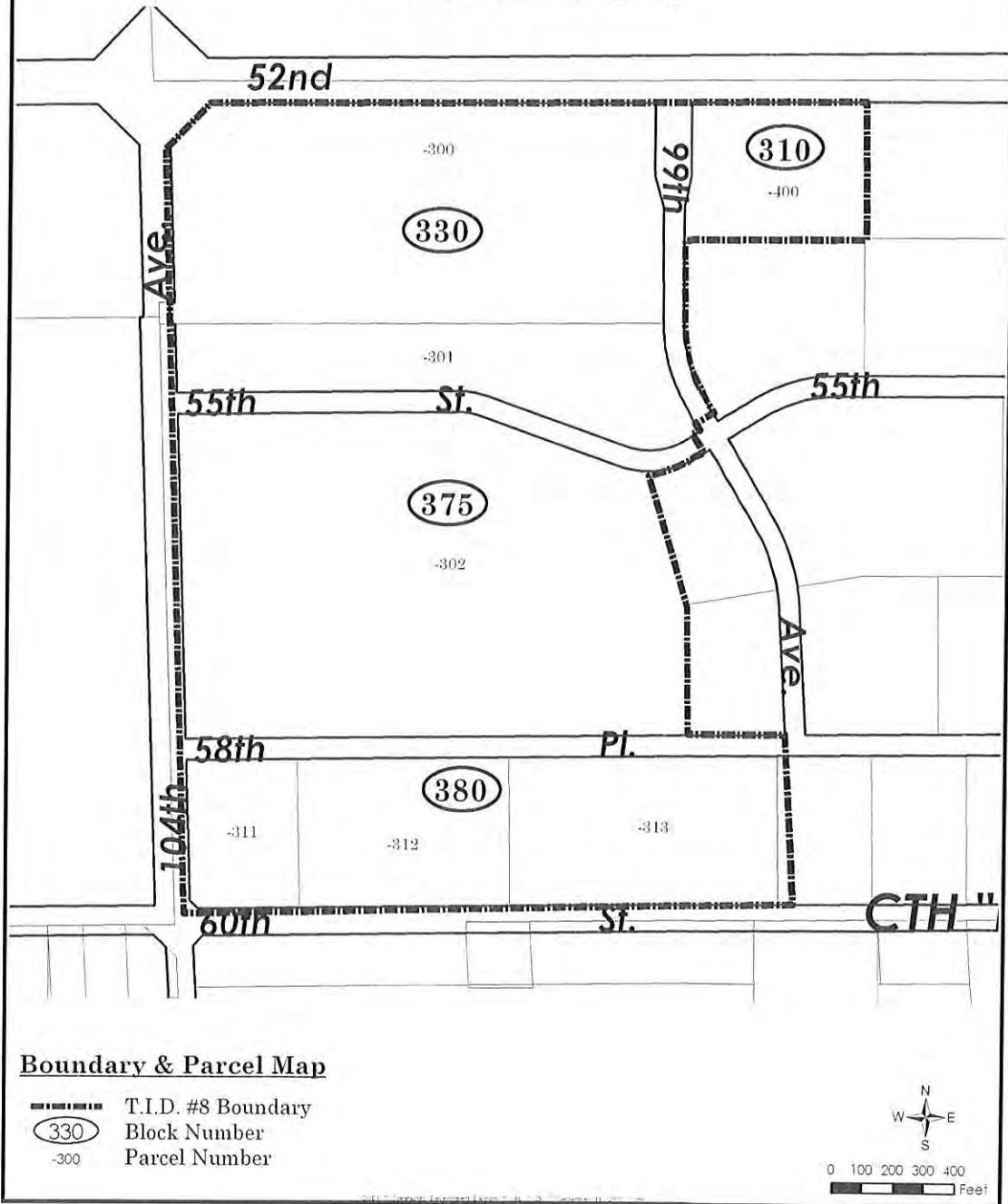
***PROPOSED USES***

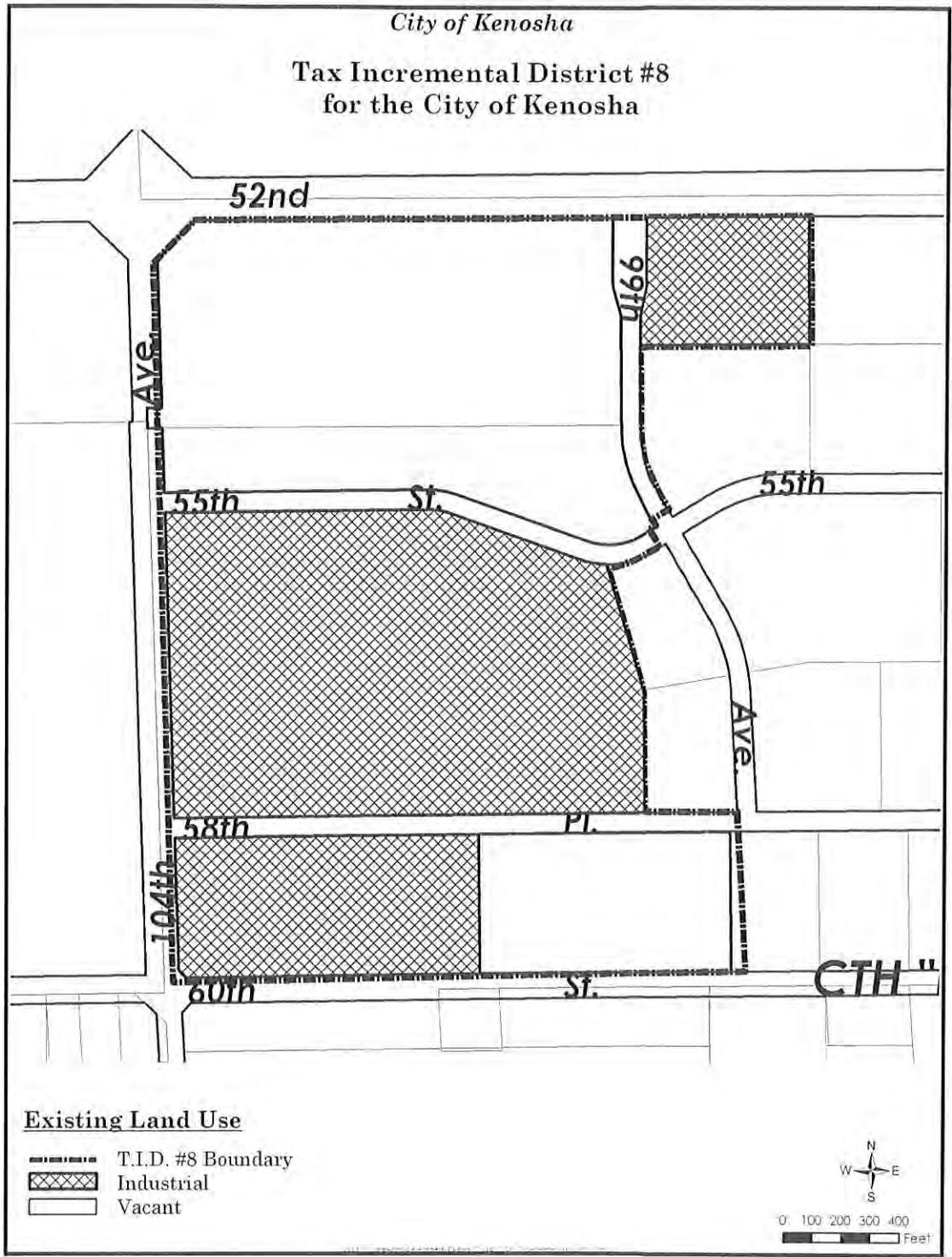
Shows where building and parking lot construction will occur for the proposed development.



City of Kenosha

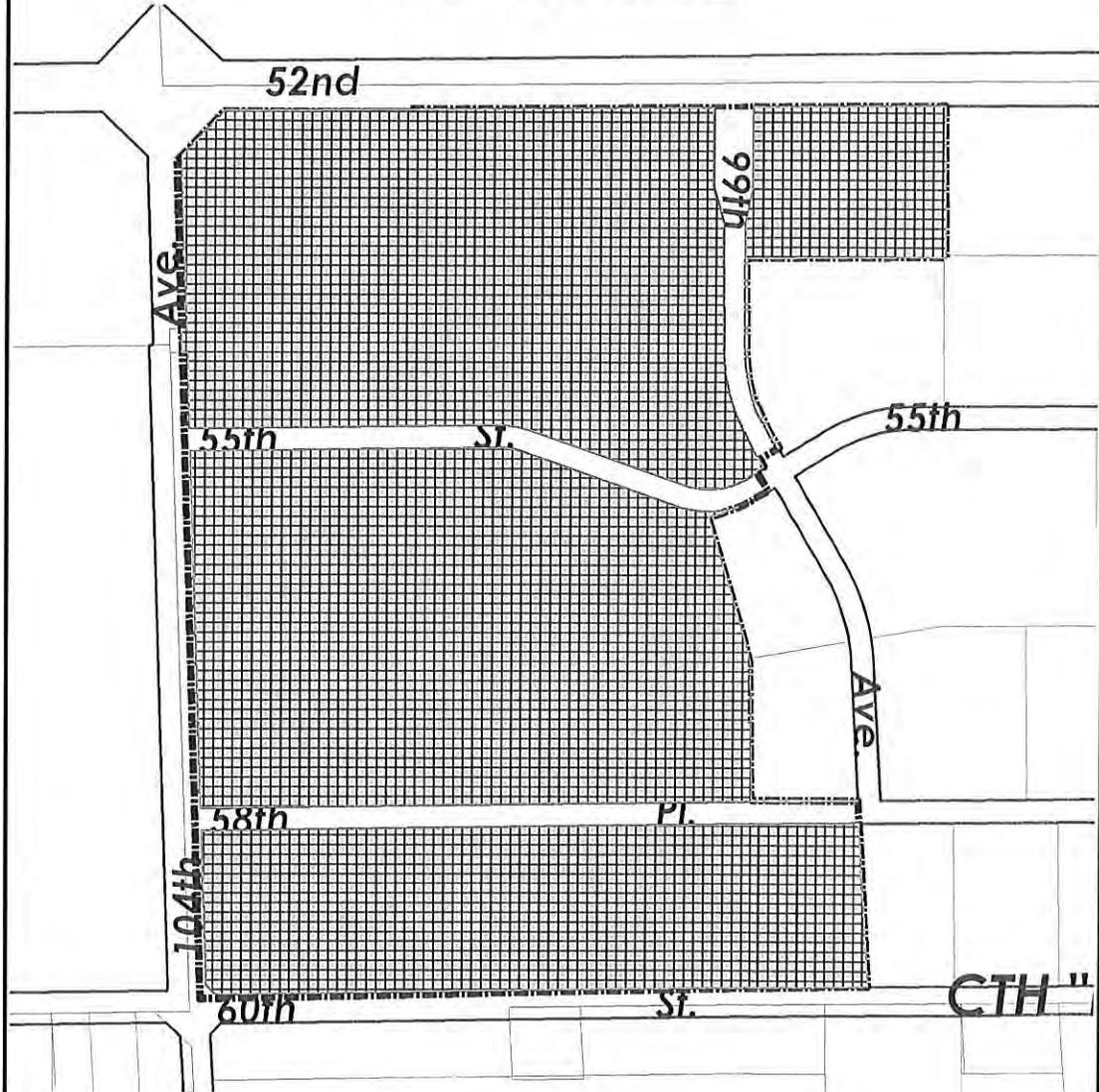
Tax Incremental District #8  
for the City of Kenosha





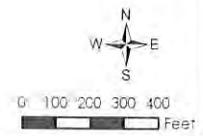
City of Kenosha

Tax Incremental District #8  
for the City of Kenosha



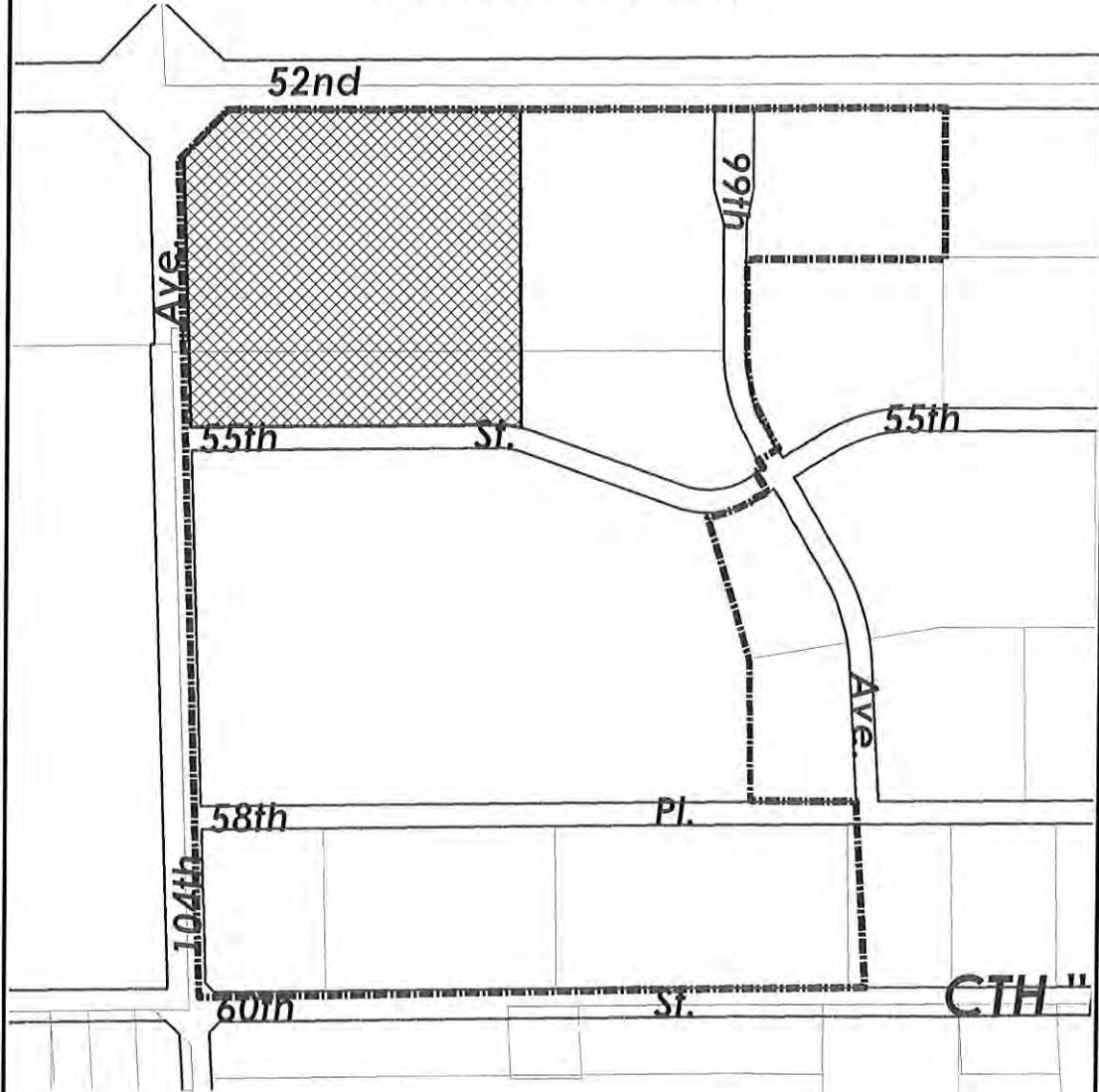
**Existing Zoning**

-  T.I.D. #8 Boundary
-  M-2 Heavy Manufacturing



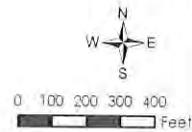
City of Kenosha

Tax Incremental District #8  
for the City of Kenosha



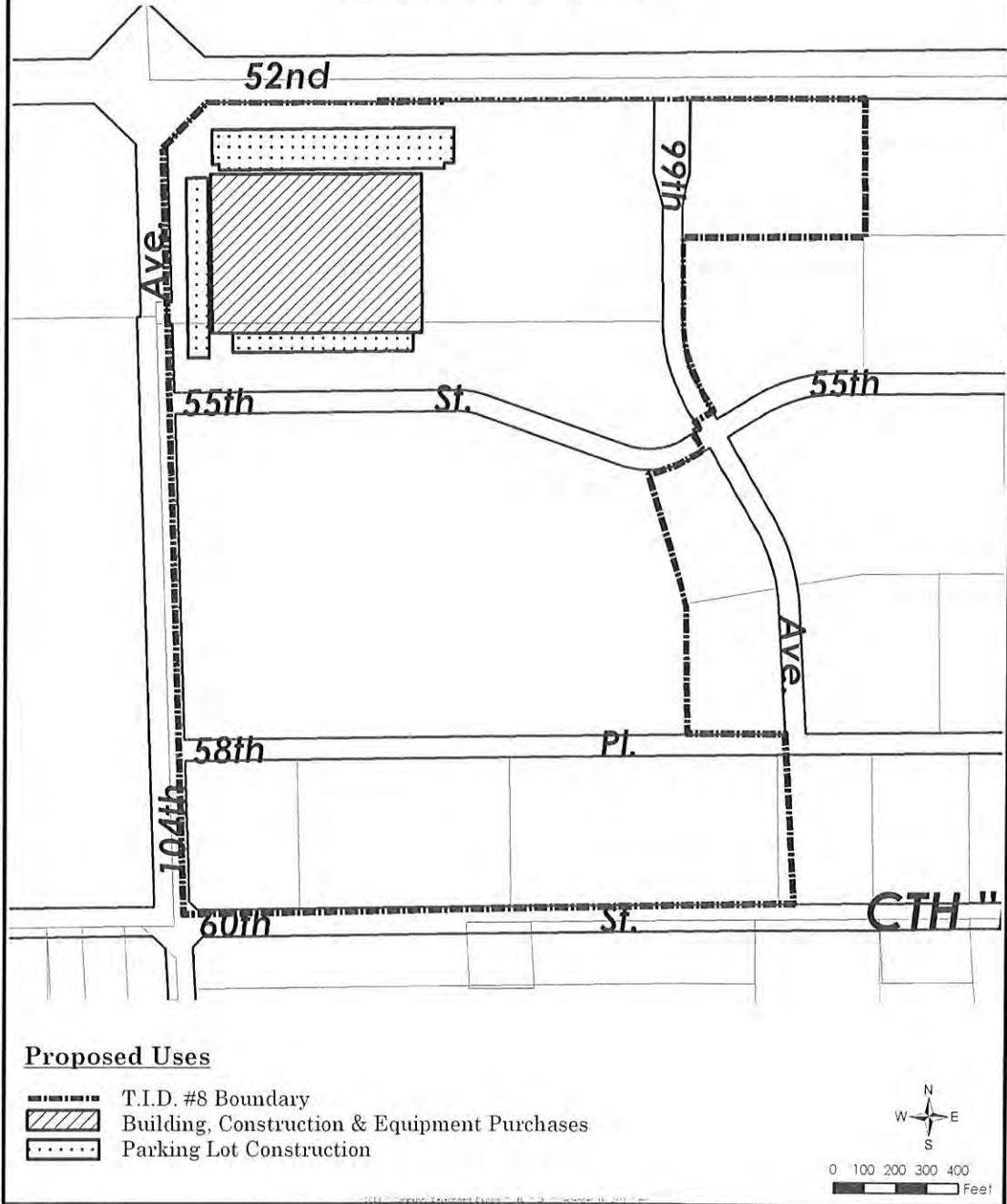
**Proposed Improvements**

-  T.I.D. #8 Boundary
-  Site Preparation & Mass Grading



City of Kenosha

Tax Incremental District #8  
for the City of Kenosha



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

**SPONSOR: THE MAYOR**

**TO ASSIGN NEW WARD POLLING PLACES AND COMBINE  
WARD POLLING PLACES FOR VOTING PURPOSES**

**WHEREAS**, Wisconsin Statute Section 5.25(3) provides that polling places shall be established for each election at least 30 days before the election; and

**WHEREAS**, Wisconsin Statute Section 5.15(6)(b) permits the governing body of any municipality by resolution to combine two or more wards for voting purposes to facilitate using a common polling place.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that the following named locations described in Attachment A attached hereto and incorporated herein be established as ward polling places and such wards be combined for voting purposes as allowed by Sections 5.25(3) and 5.15(6)(a).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

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

APPROVED:

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

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

City of Kenosha Polling Places  
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 01	1	Bose Elementary School	1900-15 <sup>th</sup> Street	District 4	1	22	64	KUSD	729	No
Ward 16	4	Bose Elementary School	1900-15 <sup>th</sup> Street	District 4	1	22	64	KUSD	446	Change
								<b>TOTAL</b>	<b>1175</b>	<b>0</b>
<b>Ward 09</b>	<b>3</b>	<b>NEW TO Brass FROM Senior Citizen Center</b>	<b>2717-67<sup>th</sup> Street</b>	<b>District 11</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>622</b>	
Ward 10	3	Brass Community School	6400-15 <sup>th</sup> Avenue	District 7	1	22	65	KUSD	556	
Ward 11	3	Brass Community School	6400-15 <sup>th</sup> Avenue	District 2	1	22	65	KUSD	520	
<b>Ward 33</b>	<b>8</b>	<b>MOVE TO Senior Citizen Center</b>	<b>2767-67<sup>th</sup> Street</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-42</b>	
Ward 36	12	Brass Community School	6400-15 <sup>th</sup> Avenue	District 8	1	22	65	KUSD	333	
								<b>TOTAL</b>	<b>2031</b>	<b>580</b>
<b>Ward 47</b>	<b>10</b>	<b>MOVE TO Kenosha Transit Facility</b>	<b>4303-39<sup>th</sup> Avenue</b>	<b>District 14</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>-276</b>	
<b>Ward 50</b>	<b>11</b>	<b>MOVE TO Guttormsen Recreation Center</b>	<b>5411 Green Bay Road</b>	<b>District 14</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>-612</b>	
Ward 51	11	Curtis Strange Elementary School	5414-49 <sup>th</sup> Avenue	District 14	1	22	65	KUSD	395	
Ward 53	11	Curtis Strange Elementary School	5414-49 <sup>th</sup> Avenue	District 11	1	22	65	KUSD	320	
<b>Ward 83</b>	<b>10</b>	<b>MOVE TO Kenosha Transit Facility</b>	<b>4303-39<sup>th</sup> Avenue</b>	<b>District 10</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>0</b>	
Ward 84	11	Curtis Strange Elementary School	5414-49 <sup>th</sup> Avenue	District 14	1	22	64	KUSD	364	
Ward 85	11	Curtis Strange Elementary School	5414-49 <sup>th</sup> Avenue	District 11	1	22	64	KUSD	41	
								<b>TOTAL</b>	<b>1120</b>	<b>-888</b>
Ward 26	6	Edward Bain School of Language and Art	2600-50 <sup>th</sup> Street	District 6	1	22	65	KUSD	423	
Ward 27	7	Edward Bain School of Language and Art	2600-50 <sup>th</sup> Street	District 6	1	22	65	KUSD	714	
Ward 29	7	Edward Bain School of Language and Art	2600-50 <sup>th</sup> Street	District 7	1	22	65	KUSD	526	
<b>Ward 30</b>	<b>7</b>	<b>NEW TO Bain FROM Frank Elementary School</b>	<b>1816-57<sup>th</sup> Street</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>508</b>	
								<b>TOTAL</b>	<b>2171</b>	<b>508</b>
<b>Ward 55</b>	<b>15</b>	<b>MOVE TO VFW Post #1865</b>	<b>6618-39<sup>th</sup> Avenue</b>	<b>District 11</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-451</b>	
Ward 57	15	Forest Park Elementary School	6810-45 <sup>th</sup> Avenue	District 12	1	22	65	KUSD	916	
Ward 58	15	Forest Park Elementary School	6810-45 <sup>th</sup> Avenue	District 9	1	22	65	KUSD	56	
<b>Ward 65</b>	<b>14</b>	<b>MOVE TO Lance Middle School</b>	<b>4515-80<sup>th</sup> Street</b>	<b>District 12</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>-35</b>	
Ward 86	15	Forest Park Elementary School	6810-45 <sup>th</sup> Avenue	District 11	1	22	64	KUSD	236	
Ward 87	15	Forest Park Elementary School	6810-45 <sup>th</sup> Avenue	District 12	1	22	64	KUSD	491	
								<b>TOTAL</b>	<b>1699</b>	<b>-486</b>
<b>Ward 07</b>	<b>2</b>	<b>MOVE TO Kenosha Public Museum</b>	<b>5500-1<sup>st</sup> Avenue</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-566</b>	Remove Frank School
<b>Ward 30</b>	<b>7</b>	<b>MOVE TO Edward Bain School of Language and Art</b>	<b>2600-50<sup>th</sup> Street</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-508</b>	
								<b>TOTAL</b>	<b>-1074</b>	<b>-1074</b>

City of Kenosha Polling Places  
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
<b>Ward 50</b>	<b>11</b>	<b>NEW TO Guttormsen FROM Curtis Strange Elementary School</b>	<b>5414-49<sup>th</sup> Avenue</b>	<b>District 14</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>612</b>	
Ward 68	16	Guttormsen Recreation Center	5411 Green Bay Road	District 5	1	22	64	KUSD	426	
Ward 70	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	22	64	KUSD	27	
Ward 72	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	22	64	KUSD	789	
Ward 88	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	21	61	KUSD	0	
								<b>TOTAL</b>	<b>1854</b>	<b>612</b>
		<b>Hobbs Park</b>	<b>4500-30<sup>th</sup> Avenue</b>							
<b>Ward 28</b>	<b>7</b>	<b>MOVE TO KUSD Office Building</b>	<b>3600-52<sup>nd</sup> Street</b>	<b>District 10</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-462</b>	Remove Hobbs Park
								<b>TOTAL</b>	<b>-462</b>	<b>-462</b>
Ward 02	1	Holy Nativity Evangelical Lutheran Church	2313-17 <sup>th</sup> Avenue	District 1	1	22	64	KUSD	621	
Ward 03	1	Holy Nativity Evangelical Lutheran Church	2313-17 <sup>th</sup> Avenue	District 1	1	22	64	KUSD	686	
Ward 17	5	Holy Nativity Evangelical Lutheran Church	2313-17 <sup>th</sup> Avenue	District 4	1	22	64	KUSD	206	No
Ward 18	5	Holy Nativity Evangelical Lutheran Church	2313-17 <sup>th</sup> Avenue	District 6	1	22	64	KUSD	797	Change
								<b>TOTAL</b>	<b>2310</b>	<b>0</b>
<b>Ward 41</b>	<b>9</b>	<b>MOVE TO Kenosha County Job Center, Room N</b>	<b>8600 Sheridan Road</b>	<b>District 3</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-591</b>	
<b>Ward 42</b>	<b>9</b>	<b>MOVE TO Kenosha County Job Center, Room N</b>	<b>8600 Sheridan Road</b>	<b>District 3</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-468</b>	
Ward 43	9	Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	905	
Ward 62	13	Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	961	
								<b>TOTAL</b>	<b>1866</b>	<b>-1059</b>
		<b>Jantz Club</b>	<b>2604 Washington Rd</b>							
<b>Ward 25</b>	<b>6</b>	<b>MOVE TO Moose Lodge</b>	<b>3003-30<sup>th</sup> Avenue</b>	<b>District 6</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>-857</b>	Remove Jantz Club
<b>Ward 81</b>	<b>6</b>	<b>MOVE TO St. John's Lutheran Church</b>	<b>3833-8th Avenue</b>	<b>District 6</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-360</b>	
								<b>TOTAL</b>	<b>-1217</b>	<b>-1217</b>
Ward 44	9	Jeffery Elementary School	4011-87th Street	District 9	1	22	65	KUSD	588	No
Ward 67	14	Jeffery Elementary School	4011-87th Street	District 9	1	22	65	KUSD	847	Change
								<b>TOTAL</b>	<b>1435</b>	<b>0</b>

City of Kenosha Polling Places  
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 73	16	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	KUSD	677	
Ward 74	16	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	Paris J1	2	
Ward 75	16	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	Bristol #1	371	
Ward 76	17	Journey Church	10700-75 <sup>th</sup> Street	District 14	1	22	64	KUSD	466	
Ward 77	17	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	KUSD	848	
Ward 78	17	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	KUSD	856	
Ward 79	17	Journey Church	10700-75 <sup>th</sup> Street	District 13	1	22	64	KUSD	828	
Ward 89	16	Journey Church	10700-75 <sup>th</sup> Street	District 19	1	21	61	Paris J1	1	No
Ward 90	16	Journey Church	10700-75 <sup>th</sup> Street	District 15	1	21	61	KUSD	6	Change
								<b>TOTAL</b>	<b>4055</b>	<b>0</b>
Ward 54	15	Kenosha Bible Church	5405-67 <sup>th</sup> Street	District 12	1	22	64	KUSD	934	
Ward 63	14	Kenosha Bible Church	5405-67 <sup>th</sup> Street	District 12	1	22	64	KUSD	613	No
Ward 71	16	Kenosha Bible Church	5405-67 <sup>th</sup> Street	District 12	1	22	64	KUSD	344	Change
								<b>TOTAL</b>	<b>1891</b>	<b>0</b>
Ward 39	12	Kenosha County Job Center, Room N	8600 Sheridan Road	District 3	1	22	65	KUSD	711	
Ward 40	9	Kenosha County Job Center, Room N	8600 Sheridan Road	District 2	1	22	65	KUSD	321	
<b>Ward 41</b>	<b>9</b>	<b>NEW TO Job Center FROM Jane Vernon Elementary School</b>	<b>8518-22<sup>nd</sup> Avenue</b>	<b>District 3</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>591</b>	
<b>Ward 42</b>	<b>9</b>	<b>NEW TO Job Center FROM Jane Vernon Elementary School</b>	<b>8518-22nd Avenue</b>	<b>District 3</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>468</b>	
								<b>TOTAL</b>	<b>2091</b>	<b>1059</b>
Ward 05	2	Kenosha Public Museum	5500-1 <sup>st</sup> Avenue	District 1	1	22	65	KUSD	533	
Ward 06	2	Kenosha Public Museum	5500-1 <sup>st</sup> Avenue	District 1	1	22	65	KUSD	501	
<b>Ward 07</b>	<b>2</b>	<b>NEW TO Museum FROM Frank Elementary School</b>	<b>1816-57<sup>th</sup> Street</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>566</b>	
Ward 08	2	Kenosha Public Museum	5500-1 <sup>st</sup> Avenue	District 2	1	22	65	KUSD	1051	
								<b>TOTAL</b>	<b>2651</b>	<b>566</b>
Ward 45	10	Kenosha Transit Facility	4303-39 <sup>th</sup> Avenue	District 5	1	22	64	KUSD	411	
Ward 46	10	Kenosha Transit Facility	4303-39 <sup>th</sup> Avenue	District 10	1	22	65	KUSD	520	
<b>Ward 47</b>	<b>10</b>	<b>NEW TO Transit FROM Curtis Strange Elementary School</b>	<b>5414-49<sup>th</sup> Avenue</b>	<b>District 14</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>276</b>	
Ward 48	10	Kenosha Transit Facility	4303-39 <sup>th</sup> Avenue	District 10	1	22	65	KUSD	379	
Ward 69	16	Kenosha Transit Facility	4303-39 <sup>th</sup> Avenue	District 10	1	22	64	KUSD	76	
Ward 82	10	Kenosha Transit Facility	4303-39 <sup>th</sup> Avenue	District 10	1	22	64	KUSD	215	
<b>Ward 83</b>	<b>10</b>	<b>NEW TO Transit FROM Curtis Strange Elementary School</b>	<b>5414-49th Avenue</b>	<b>District 10</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>0</b>	
								<b>TOTAL</b>	<b>1877</b>	<b>276</b>

City of Kenosha Polling Places  
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
<b>Ward 28</b>	<b>7</b>	<b>NEW TO KUSD FROM Hobbs Park</b>	<b>4500-30<sup>th</sup> Avenue</b>	<b>District 10</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>462</b>	
Ward 49	10	KUSD Office Building	3600-52 <sup>nd</sup> Street	District 10	1	22	65	KUSD	494	
Ward 52	11	KUSD Office Building	3600-52 <sup>nd</sup> Street	District 10	1	22	65	KUSD	751	
								<b>TOTAL</b>	<b>1707</b>	<b>462</b>
Ward 64	14	Lance Middle School	4515-80 <sup>th</sup> Street	District 12	1	22	64	KUSD	822	
<b>Ward 65</b>	<b>14</b>	<b>NEW TO Lance FROM Forest Park Elementary School</b>	<b>6810-45<sup>th</sup> Avenue</b>	<b>District 12</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>35</b>	
Ward 66	14	Lance Middle School	4515-80 <sup>th</sup> Street	District 9	1	22	65	KUSD	1331	
								<b>TOTAL</b>	<b>2188</b>	<b>35</b>
Ward 19	4	Messiah Lutheran Church	2026-22 <sup>nd</sup> Avenue	District 6	1	22	64	KUSD	319	
Ward 20	5	Messiah Lutheran Church	2026-22 <sup>nd</sup> Avenue	District 5	1	22	64	KUSD	667	
Ward 21	5	Messiah Lutheran Church	2026-22 <sup>nd</sup> Avenue	District 4	1	22	64	KUSD	206	<b>No</b>
Ward 22	5	Messiah Lutheran Church	2026-22 <sup>nd</sup> Avenue	District 5	1	22	64	KUSD	1520	<b>Change</b>
								<b>TOTAL</b>	<b>2712</b>	<b>0</b>
Ward 23	6	Moose Lodge	3003-30 <sup>th</sup> Avenue	District 5	1	22	64	KUSD	442	
Ward 24	6	Moose Lodge	3003-30 <sup>th</sup> Avenue	District 5	1	22	64	KUSD	767	
<b>Ward 25</b>	<b>6</b>	<b>NEW TO Moose FROM Jantz Club</b>	<b>2604 Washington Road</b>	<b>District 6</b>	<b>1</b>	<b>22</b>	<b>64</b>	<b>KUSD</b>	<b>857</b>	
								<b>TOTAL</b>	<b>2066</b>	<b>857</b>
Ward 13	4	Northside Library	1500-27 <sup>th</sup> Avenue	District 4	1	22	64	KUSD	803	
Ward 14	4	Northside Library	1500-27 <sup>th</sup> Avenue	District 4	1	22	64	KUSD	704	<b>No</b>
Ward 15	4	Northside Library	1500-27 <sup>th</sup> Avenue	District 4	1	22	64	KUSD	962	<b>Change</b>
								<b>TOTAL</b>	<b>2469</b>	<b>0</b>
<b>Ward 09</b>	<b>3</b>	<b>MOVE TO Brass Community School</b>	<b>6400-15<sup>th</sup> Avenue</b>	<b>District 11</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>-622</b>	
Ward 31	8	Senior Citizen Center	2717-67 <sup>th</sup> Street	District 11	1	22	65	KUSD	905	
Ward 32	8	Senior Citizen Center	2717-67 <sup>th</sup> Street	District 8	1	22	65	KUSD	354	
<b>Ward 33</b>	<b>8</b>	<b>NEW TO Senior Citizen FROM Brass Community School</b>	<b>6400-15<sup>th</sup> Avenue</b>	<b>District 7</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>42</b>	
Ward 35	8	Senior Citizen Center	2717-67 <sup>th</sup> Street	District 8	1	22	65	KUSD	975	
								<b>TOTAL</b>	<b>2276</b>	<b>-580</b>
Ward 12	3	Southport Beach House	7825-1 <sup>st</sup> Avenue	District 2	1	22	65	KUSD	660	
Ward 37	12	Southport Beach House	7825-1 <sup>st</sup> Avenue	District 8	1	22	65	KUSD	899	<b>No</b>
Ward 38	12	Southport Beach House	7825-1 <sup>st</sup> Avenue	District 2	1	22	65	KUSD	1184	<b>Change</b>
								<b>TOTAL</b>	<b>2743</b>	<b>0</b>

City of Kenosha Polling Places  
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 34	8	Southwest Library	7979-38 <sup>th</sup> Avenue	District 11	1	22	65	KUSD	502	
Ward 59	13	Southwest Library	7979-38 <sup>th</sup> Avenue	District 9	1	22	65	KUSD	1149	
Ward 60	13	Southwest Library	7979-38 <sup>th</sup> Avenue	District 8	1	22	65	KUSD	911	<b>No</b>
Ward 61	13	Southwest Library	7979-38 <sup>th</sup> Avenue	District 9	1	22	65	KUSD	460	<b>Change</b>
								<b>TOTAL</b>	<b>3022</b>	<b>0</b>
Ward 04	1	St. John's Lutheran Church	3833-8 <sup>th</sup> Avenue	District 1	1	22	64	KUSD	863	
Ward 80	1	St. John's Lutheran Church	3833-8 <sup>th</sup> Avenue	District 1	1	22	65	KUSD	254	
<b>Ward 81</b>	<b>6</b>	<b>NEW TO St. John's FROM Jantz Club</b>	<b>2604 Washington Road</b>	<b>District 6</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>360</b>	
								<b>TOTAL</b>	<b>1477</b>	<b>360</b>
Ward 56	15	VFW Post #1865	6618-39 <sup>th</sup> Avenue	District 11	1	22	65	KUSD	559	
<b>Ward 55</b>	<b>15</b>	<b>NEW TO VFW FROM Forest Park Elementary School</b>	<b>6810-45<sup>th</sup> Avenue</b>	<b>District 11</b>	<b>1</b>	<b>22</b>	<b>65</b>	<b>KUSD</b>	<b>451</b>	
								<b>TOTAL</b>	<b>1010</b>	<b>451</b>

Debra L. Salas  
City Clerk - Treasurer

Karen J. Forsberg  
Deputy City Clerk-Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

September 13, 2013

TO: The Honorable Mayor & Common Council

FROM: Debra Salas, City Clerk-Treasurer  
Michelle Nelson, City Clerk information Coordinator

RE: Polling Places

C: Frank Pacetti-City Administrator

After the 2012 and 2013 elections it was apparent that polling place locations needed to be reviewed and adjusted. The existing polling place assignment plan has been thoroughly reviewed. Changes made are based on number of voters assigned to the location, aldermanic districts, and accessibility.

Attached are recommended modifications and maps.\* To maximize efficiency, the new proposed polling place site plan includes the elimination of Hobbs Park, Frank School and Jantz Club. Wards previously assigned to the eliminated locations have been moved to new sites. Other wards have been moved from overcrowded locations based on voter turnout and accessibility.

We tried very hard to make changes keeping in mind that wards assigned to designated aldermanic districts should ideally be assigned to the same polling place. Most of the time we were able to accomplish this, but unfortunately it was not possible in all situations.

It is my intention to submit a resolution which will approve the new plan to Finance Committee and Common Council on October 7, 2013. Before the resolution is finalized, Michelle Nelson, City Clerk Information Coordinator, will be contacting each of you to receive your feedback and approval.

After Common Council approval, voters whose polling places have been changed will be mailed notification of their new polling place location.

Thank you for your consideration. Please do not hesitate to contact me with any concerns or questions you may have.

\*Map copies provided to Alderpersons September 13, 2013



**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER  
CATHY AUSTIN, P.E.  
ASSISTANT CITY ENGINEER  
BILL KNUITSEN  
SOIL EROSION SPECIALIST

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

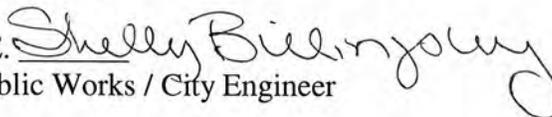
**DEPARTMENT OF STORMWATER UTILITY**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL SWU@KENOSHA.ORG

October 3, 2013

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

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

CC: Chris Schwartz  
District 2

Michael Orth  
Park Commission Chairman

Subject: *Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City.*

**BACKGROUND INFORMATION**

In September 2012, staff made the Park Commission and Stormwater Utility Committee aware that staff has been working with Julie Kinzelman, with the City of Racine, in testing the water quality of our beaches. Julie received a GLRI grant to conduct Beach Sanitary Surveys and is nearing the completion of her studies. However, during her analysis she completed concept plans for some beaches located along the Lake Michigan shoreline throughout the state of Wisconsin. With these concept plans and data she reapplied for a GLRI grant to complete the design drawing, specifications and construction of some beaches along the shoreline. Part of her proposal included two beaches within the City of Kenosha which were Simmon's Island and Eichleman beaches.

Julie's mission of the grant is the "Implementation of Beach Redesigns to Make Southern Wisconsin Beaches Safer" is a compilation of best management practices and beach redesign elements targeted (via the sanitary survey data) towards water quality improvements at beaches and nearshore water quality improvement in Lake Michigan throughout WI. The southern WI project will include bid ready construction plans, implementation dollars to each of three SE WI communities (~\$80,000 per beach; Racine: Sam Meyers Park, South Milwaukee: Grant Park and Kenosha: Simmons Island and Eichelman), as well as post-implementation monitoring."

Staff has continued to work with Julie for applying for funds to aid the City in implementing these beach enhancements to improve the nearshore water quality of the Lake. With this collaboration Julie was able to secure \$150,000 to begin implementation of the concept plans for Simmon's Island and Eichelman beaches. The

concept plans are attached for your use. This will be part of a phased in approach to improve water quality of our beaches and nearshore Lake Michigan by the Kenosha Stormwater Utility and collaboration with outside funding sources.

**RECOMMENDATION**

Approve the request and recommend to the Common Council that the Director of Public Works be authorized to execute the grant agreement and all necessary documents for grant requirements.



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

September 26, 2013

To: Michael Orth, Chairman  
Park Commission

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

CC: Chris Schwartz  
District 2

Subject: *Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City.*

**BACKGROUND INFORMATION**

In September 2012, staff made the Park Commission and Stormwater Utility Committee aware that staff has been working with Julie Kinzelman, with the City of Racine, in testing the water quality of our beaches. Julie received a GLRI grant to conduct Beach Sanitary Surveys and is nearing the completion of her studies. However, during her analysis she completed concept plans for some beaches located along the Lake Michigan shoreline throughout the state of Wisconsin. With these concept plans and data she reapplied for a GLRI grant to complete the design drawing, specifications and construction of some beaches along the shoreline. Part of her proposal included two beaches within the City of Kenosha which were Simmon's Island and Eichleman beaches.

Julie's mission of the grant is the "Implementation of Beach Redesigns to Make Southern Wisconsin Beaches Safer" is a compilation of best management practices and beach redesign elements targeted (via the sanitary survey data) towards water quality improvements at beaches throughout WI. The southern WI project will include bid ready construction plans, implementation dollars to each of three SE WI communities (~\$80,000 per beach; Racine: Sam Meyers Park, South Milwaukee: Grant Park and Kenosha: Simmons Island and Eichelman), as well as post-implementation monitoring."

Staff has continued to work with Julie for applying for funds to aid the City in implementing these beach enhancements to improve the nearshore water quality. With this collaboration Julie was able to secure \$150,000 to begin implementation of the concept plans for Simmon's Island and Eichelman beaches. This will be part of a phased in approach to improve water quality of our beaches and nearshore Lake Michigan by the Kenosha Stormwater Utility and collaboration with outside funding sources.

**RECOMMENDATION**

Staff recommends approval for the addition of beach enhancements that will be funded through the Kenosha Stormwater Utility for Water Quality Improvements of the nearshore of Lake Michigan.

## UNIVERSITY OF WISCONSIN OSHKOSH

### ACADEMIC SUPPORT SERVICES AGREEMENT for Business Entities

This agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh (hereafter University) and City of Kenosha (hereafter contractor):

Contractor's Name <u>City of Kenosha</u> Business Name (if applicable) <u>City of Kenosha</u> Address <u>625 52nd Street</u> City/State/Zip <u>Kenosha, WI 53140</u>	Federal Employer ID No. <u>39-6005481</u>
---	---

Beginning Service Date <u>9-1-13</u> Ending Service Date <u>6-1-14</u> Location (Bldg., Room) <u>City of Kenosha</u>	Fee not to exceed \$ <u>\$150,000</u> Expenses not to exceed \$ <u>Same as above</u> List of expenses to be paid <u>Beach restoration for Simmons Island and Eichelman as per grant.</u>
--	--

Payment will be made within 30 days upon completion of services and/or receipt of a properly submitted invoice. See other side of this form for invoicing instructions.	Represents the University's interests and related considerations as outlined in this agreement Liaisons Name <u>City of Kenosha</u> Department <u>City Engineer</u> Phone No. <u>(262) 653-4149</u>
---	--

**SCOPE OF SERVICE** (Identify type of service and any conditions. Attach appendix if needed): See attached beach restoration plans. The municipality must complete beach restoration efforts consistent with the plans provided by Miller Engineers.



**CONTRACTOR OR DESIGNEE'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**UNIVERSITY ACCEPTANCE**

The services to be provided are essential, reasonable and conform with applicable State Statutes and UW System policies and cannot be provided by current UW System employees.

**PROGRAM ADMINISTRATOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DEAN OR DEPARTMENT APPROVAL (Optional)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CHANCELLOR/DELEGATED DESIGNEE or INSTITUTION CONTRACTING OFFICER APPROVAL** \_\_\_\_\_ **DATE** \_\_\_\_\_

Department Number (Peoplesoft) 144 - 034132 - 4

Complete this form and forward to Purchasing with all attachments.

## STANDARD TERMS AND CONDITIONS

**TERMINATION OF CONTRACT:** This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate, and an opportunity for consultation with the terminating party prior to termination. Final payment will be adjusted to reflect actual work completed.

**CHANGES:** The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.

**NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s. 51.01(5) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in a conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**EXAMINATION OF RECORDS:** All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.

**COPYRIGHT:** The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or materials which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University.

The Contractor agrees that the copyright and all other rights pertaining to the work furnished under this Agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

**PUBLICATION REQUIREMENTS:** Any publication resulting from this Agreement must include the following acknowledgement of support, whether copyrighted or not: "This material is based upon work supported by..." The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.

**LIABILITY:** The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.

**INSURANCE:** The Contractor may be required to show evidence of financial responsibility by providing certificate of insurance for worker's compensation and liability coverage as determined by UW System Administration Risk Management Office. Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW Institution as additional named insureds.

**EMPLOYMENT:** This Agreement does not and shall not create nor imply an employee/employer relationship between the Contractor and the University.

**INVOICING:** Itemized invoices referencing the Agreement # must be submitted to:

UW Oshkosh  
Accounts Payable  
PO Box 2884  
Oshkosh, WI 54903-2884













ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

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**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
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TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

September 26, 2013

To: Michael Orth, Chairman  
Park Commission

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

CC: Chris Schwartz  
District 2

Subject: *Approval of Grant Agreement between the State of Wisconsin Department of Natural Resources and the City (of Kenosha) for the Kenosha Harbor Feasibility Study.*

**BACKGROUND INFORMATION**

Staff has been working with a consultant to complete the Kenosha Harbor Feasibility Study and find outside funding to complete the very detailed and comprehensive study of the Harbor and entrance to the Marina. The Consultant, with the aid of staff, have secured an additional \$25,000 to put towards the Study funds as allocated in the 2013 Capital Improvement plan.

The Harbor Feasibility Study will include the following analysis:

- Bathymetric Survey – specialized sonar survey combined with GPS to map the entire harbors bottom contours
- Preliminary Numeric Modeling – Modeling will be performed under existing conditions, identified possible alternatives and ultimate recommendations.
- Schematic Design Drawings – Any recommendations that are supported within the study will have schematic design drawings developed.
- Permitting Plan – Code compliance will be evaluated for any ultimate recommendations.
- Inner Harbor Infrastructure Inventory & Prioritization – Analyze public access points and infrastructure.
- Phasing Plan – Probable construction costs will be developed for an ultimate recommendation with possible outside funding options.

**RECOMMENDATION**

Staff recommends approval of grant agreement and authorizes the Director of Public Works to execute the agreement and administer all grant requirements.

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



September 11, 2013

► **REQUIRES IMMEDIATE ACTION** ◀  
**Boating Infrastructure**  
**Grant# FY13B2TEDH**  
**Grant Amount: \$25,000.00**

Michael M. Lemens, Interim Director Of Public Works  
City Of Kenosha  
625 52nd St, Room 208  
Kenosha, WI 53140

Dear Mr. Lemens:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Kenosha Harbor Feasibility Study*

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Kathleen Wolski at the Southeast Region, 2300 N Dr Martin Luther King Jr Dr, Milwaukee, WI 53212. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

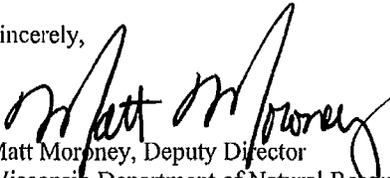
**Grant Award Time Period: July 1, 2013 through June 30, 2015.** All project activities must occur within this time period to be eligible costs for reimbursement.

**Reimbursement Check:** Your reimbursement check will be mailed to City Of Kenosha, Michael M. Lemens, 625 52nd St, Room 208, Kenosha, WI 53140. This is the check recipient that appears in our records.

**Changes to the approved project scope** may not be made without prior approval from the Department.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Kathleen. Feel free to contact Kathleen at 414-263-8670, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

  
Matt Moroney, Deputy Director  
Wisconsin Department of Natural Resources

Enclosure(s)

C: Kathleen Wolski – SER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

<b>Grantee/Project Sponsor</b>		<b>Project Number</b>	
City Of Kenosha		FY13B2TEDH	
<b>Project Title</b>			
Kenosha Harbor Feasibility Study			
<b>Period Covered by This Agreement</b>		<b>Name of Program</b>	
July 1, 2013 Through June 30, 2015		Boating Infrastructure Grant Program	
<b>Project Scope and Description of Project</b>			
<p>The City of Kenosha will develop a feasibility study and alternatives analysis of the Lake Michigan Kenosha harbor area. This will entail gathering the City's historical bathymetric and dredging data, conducting a new bathymetric survey, numeric modeling and preliminary engineering required to achieve a sustainable, all-weather harbor for non-trailerable transient recreational boats.</p>			
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>		The following documents are hereby incorporated into and made part of this agreement:	
<b>Total Project Cost</b>	\$126,000.00	<ol style="list-style-type: none"> <li>1. 50 CFR Part 86, 43 CFR Part 12</li> <li>2. US Fish &amp; Wildlife Grant Award dated 09/05/2013</li> </ol>	
<b>Cost-Share Percentage</b>	20%		
<b>State Aid Amount</b>	\$25,000.00		
<b>Project Sponsor Share</b>	\$101,000.00		

**A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Boating Infrastructure and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

**The Project Sponsor:**

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**The Department:**

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$25,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 75 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

**B. Special Conditions:**

*The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:*

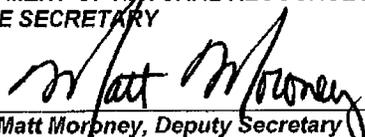
The federal funds for this project are part of a Sport Fish Restoration grant Boating Infrastructure Grant (BIG) program (FY13YB2/F13AP00986), awarded to Department of Natural Resources and administered by the U. S. Fish and Wildlife Service. As a

subrecipient of these federal funds, the sponsor agrees to comply with the following federal financial administration requirements: 2CFR Part 225 for cost principles, Office Management and Budget (OMB) circulars A-102 for administrative requirements and A-133 for audit requirements, and Federal Rules 50CFR Part 86 and 43 CFR Part 12. The sponsor agrees to have an audit in accordance with OMB Circular A-133 if they expend \$500,000 or more in federal awards during the fiscal year.

*The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY

By \_\_\_\_\_  
(Signature)

By   
Matt Moroney, Deputy Secretary  
Wisconsin Department of Natural Resources

\_\_\_\_\_  
(Title)

9/11/13  
\_\_\_\_\_  
(Date)



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

Wildlife and Sport Fish Restoration Programs  
5600 American Boulevard West, Suite 990  
Bloomington, Minnesota 55437-1458

IN REPLY REFER TO:

FWS/R3/MBSP-WSFR

September 5, 2013

Ms. Cathy Stepp, Secretary  
Department of Natural Resources  
P.O. Box 7921, 101 South Webster Street  
Madison, Wisconsin 53703

Dear Ms. Stepp:

This letter is to notify you that we have approved your Application for Federal Assistance (AFA or SF-424) and supporting grant documents in our Financial and Business Management System (FBMS) as follows:

FBMS Grant/Modification Number: F13AP00986  
Grant Title: BIG Tier 1 FY13  
CFDA Number(s): ~~15.605~~ 15.622 per Linnea Moy Fish+Wildlife 9/12/13  
Effective Date: July 1, 2013  
Start Date: July 1, 2013  
End Date: June 30, 2015

Performance and Financial (SF-425) Reporting Milestones:  
Interim Reports Due: September 28, 2014  
Final Reports Due: September 28, 2015

The approved Federal share, Federal funds obligated, and Subject to Availability of Funding (SAF) amounts by FBMS Work Breakdown Structure (WBS) are as follows:

Federal Program	FBMS WBS Number	Federal Share Approved	Federal Funds Obligated	Federal Funds SAF
BIGP (Round 2)	FGWF97710300000	\$25,000.00	\$25,000.00	\$0.00
	Total	\$25,000.00	\$25,000.00	\$0.00

An AFA (SF-424) modification (revision or continuation) will be required to add or delete a project, increase or decrease the Federal funds, modify the period of performance, and/or change key personnel on the Grant.

*Kenosha Harbor*

## **TERMS OF ACCEPTANCE:**

Acceptance of a Federal Financial award from the U.S. Fish and Wildlife Service (Service) carries with it the responsibility to be aware of and comply with the terms and conditions of the award

([http://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions.cfm](http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm) and Department of Interior Policy, 305 DM 3, "Integrity of Scientific and Scholarly Activities"). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by, the Service and are subject to the terms and conditions incorporated in pertinent Federal regulations, policies, and guidelines, which can be found at <http://wsfrprograms.fws.gov/Subpages/ToolkitFiles/toolkit.pdf> and with the conditions detailed below.

## **CONDITIONS:**

**REPORTS:** For guidance on financial and performance reporting requirements, reference Service Manual Chapters 516 FW 1 and 516 FW 2, and 43 CFR 12.80 and 12.81. Key requirements are as follows:

**Financial** Grantees must use the SF-425, Federal Financial Report, for reporting the status of funds under an award. Financial reports will contain cumulative cost information.

**Performance** For Performance Reporting requirements refer to 43 CFR 12.80 and Service Manual Chapter 516 FW 2 and other related chapters.

Performance Reports will contain, for each grant, brief information on the following: a comparison of planned versus actual accomplishments including costs as outlined in the grant, the reasons for slippage if objectives were not met; and additional pertinent information including explanation of cost overruns. Cost figures in the programmatic performance reports are not subject to audit and may not reflect certified costs identified on the Federal Financial Report.

Performance reporting for land acquisition grants requires more extensive reporting due to the permanent Federal interest in such property. For land acquisition grants, performance reporting will include a Lands Summary Statement and associated documents such as, but not limited to, appraisals, appraisal reviews, transaction summaries, title vesting evidence, State Attorney General Certificates, plats, survey maps and other miscellaneous documentation.

**Due Dates** Grantees must submit final Federal Financial and Performance Reports to the Wildlife and Sport Fish Restoration (WSFR) Chief no later than 90 calendar days after the ending date of the funding period or termination of grant support.

Grantees must submit interim Federal Financial and Performance Reports to the WSFR Chief annually no later than the month/day noted above in the Reporting Milestones section.

**REQUESTS FOR REPORTING DUE DATE EXTENSIONS MUST BE RECEIVED BY THE WSFR CHIEF BEFORE THE ORIGINAL DUE DATE.** Due dates may be extended 90 calendar days by the Service upon receipt of a written request addressed to the WSFR Chief (or the WSFR Chief's fiscal/program representative) identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The WSFR Chief may, upon receipt of a written request from the grantee, approve an additional extension if justified by a catastrophe that significantly impairs the grantee's operations.

Sanctions for Noncompliance Failure to comply with reporting requirements will result in various sanctions which are detailed in Service Manual Chapter 516 FW 1.13 through 1.16.

**LEVEL OF COST ACCOUNTING**

Grantee must certify and is accountable for cost data at the FBMS Grant Number level.

**MATCHING (COST SHARING)**

Grantee must certify and is accountable for matching (cost sharing) at the FBMS Grant Number level.

**PRE-AGREEMENT COSTS**

In accordance with 50 CFR 80.94, pre-agreement costs in the amount of \$25,000.00 specified in the grant documents are approved.

**FEDERAL SHARE NOT TO EXCEED 75 PERCENT**

Grant is eligible for reimbursement of amount obligated, not to exceed 75 percent of total expenditures.

**REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

In accordance with 2 CFR Part 170, the grantee is required to report first-tier sub-award obligations of \$25,000 or more in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSFR - URL: <http://www.fsrs.gov>) when certain conditions apply. In addition, grantees **AND** sub-grantees are required to report executive compensation of the five most highly compensated executives for the preceding fiscal year when certain conditions apply. Refer to FFATA Guidance in Service Memorandum dated February 23, 2012 for questions and answers (Q&A).

**SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER (DUNS)**

In accordance with 2 CFR Subtitle A, Chapter I, and Part 25, grantees are required to register in the SAM (URL: <https://www.sam.gov/portal/public/SAM/>) prior to submitting a grant application. Registration in SAM is required in order to enable FBMS payments to

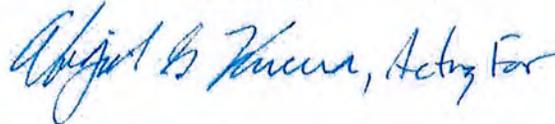
grantees in the U.S. Treasury Automated Application for Payments (ASAP) system. The grantee is also responsible for actively (at least annually) ensuring that the information in SAM remains current, accurate, and complete while it has active, open grant awards. Further, the grantee must furnish its Dun & Bradstreet Data Universal Numbering System (DUNS) number in each grant application (SF-424). In addition, grantees must obtain DUNS numbers from sub-grantees prior to issuing sub-awards under Service awards. Refer to Appendix A to Part 25 for the complete award term and details.

**USEFUL LIFE**

The Service concurs in the useful life or the lengthened useful life that the grantee proposed for each capital improvement that will be constructed or rehabilitated under this grant.

If you should have any questions, please contact our office at 612-713-5130.

Sincerely,

A handwritten signature in blue ink that reads "James B. Hodgson, Acting For". The signature is written in a cursive style.

James B. Hodgson, Chief  
Wildlife and Sport Fish Restoration Programs

cc: Ms. Carol Bentzler, Federal Aid Coordinator

## **ACCESS AND INDEMNIFICATION AGREEMENT**

**Between**

### **THE CITY OF KENOSHA and OLD CARCO LIQUIDATION TRUST**

Former Chrysler Engine Plant  
5555 30th Avenue, Kenosha, Wisconsin

OLD CARCO LIQUIDATION TRUST (the "Trust") hereby grants permission to the City of Kenosha, Wisconsin (the "City"), and its officers, employees, duly authorized representatives, agents, contractors and subcontractors (collectively, the "City Agents") to enter upon and have access to the former Chrysler Kenosha Engine Plant Property, located at 5555 30th Avenue, Kenosha, Wisconsin (the "Property") on the terms as set forth herein. The Trust and the City are referred to as the "Parties."

Permission for access to the Property granted to the City and the City Agents under this Agreement is for the sole purpose of repairing, and confirming the repair of, the section of the wastewater treatment system that was the subject of the City's July 17, 2013, Notice of Non-Compliance and Walkthrough Statement for Kenosha Engine Plant (the "Walkthrough Statement") dated July 17, 2013, to ensure that such wastewater treatment system is draining into the sanitary sewer and not the storm sewer (hereinafter the "Sewer Repairs"). Permission for access to the Property granted under this Agreement shall terminate upon the Trust's receipt of the Sewer Repair Completion Notice (as defined below).

The Trust will reimburse the City for the Sewer Repairs in the fixed amount of \$31,285 (the "Sewer Repair Amount"), and the City will be solely responsible for any costs related to the Sewer Repairs in excess of the Sewer Repair Amount. The Trust shall pay the City the Sewer Repair Amount within ten (10) days of execution of this Agreement. By entering this Agreement, the Trust does not admit any responsibility for the Sewer Repairs or that the Sewer Repairs are required by Applicable Laws, as defined by the Stipulation and Agreed Order By and Between Old Carco Liquidation Trust, the State of Wisconsin, the City of Kenosha, Wisconsin, the United States of America and the First Lien Agent Resolving Disputes Related to the Debtors' Former Kenosha Engine Plant and Certain Related Property (hereinafter, the "Stipulation").

To the extent the City encounters Historical Contamination, as that term is defined in the Stipulation, in the course of the Sewer Repair, the City or the City Agents shall dispose of such Historical Contamination in accordance with Applicable Law, as that term is defined in the Stipulation.

The City will ensure that the Sewer Repairs are conducted in compliance with Paragraph 12.j of the Stipulation.

The City shall indemnify and hold the Trust harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments to the extent caused by the work performed by the City and/or the City Agents on or about the Property under this Agreement, except to the extent that any injury is solely caused due to the acts or omissions of

the Trust, including its employees, agents or contractors. This indemnification shall apply to and include without limitation the payment of all penalties, fines, reasonable attorneys' fees and related costs and any reimbursements to the Trust for all reasonable legal expenses.

Nothing herein shall alter the Parties' duties, rights and obligations under the Stipulation and all work shall be conducted pursuant to the Stipulation. To the extent not addressed herein, the Parties reserve all of their respective rights with respect to the Property and any actions taken or proposed to be taken with respect to the Property, and all rights, access authorities, remedies, costs, damages, penalties and liabilities with respect to the same. Nothing herein shall prohibit, restrict or affect other procedures allowed or directed by law.

The undersigned specifically represent that they are authorized to execute this Agreement and that the Parties have the right and capacity to perform the acts contemplated by this Agreement, including the authority to provide reasonable access to the Property as set forth above.

The City shall complete the Sewer Repair (and any dye testing necessary to confirm the Sewer Repair) no later than 45 days after receipt of full payment of the Sewer Repair Amount from the Trust. Upon completion of the Sewer Repair and confirmation of the Sewer Repair via dye testing, the City shall provide the Trust written notice of such completion (the "Sewer Repair Completion Notice"). To the fullest extent permitted by the Stipulation, neither the Trust nor the Liquidation Trustee shall seek to designate the Property as a Terminated Property, as that term is defined in the Stipulation, or to abandon the Property, until either ten (10) days after the receipt of the Sewer Repair Completion Notice or the day after the next regularly scheduled Kenosha Common Council meeting after the receipt of the Sewer Repair Completion Notice, whichever date is later.

The City hereby agrees and acknowledges that the terms of, and the parties' entry into, this Agreement resolve all issues raised by the Walkthrough Statement.

IN WITNESS WHEREOF:

\_\_\_\_\_  
Signature of Property Owner  
Robert J. Manzo, Sole Manager of RJM I, LLC,  
As Trustee to Old Carco Liquidation Trust

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Code/Telephone Number





**ENGINEERING DIVISION**  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 · 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

October 3, 2013

To: Michael Orth, Chairman  
Parks Commission

Daniel Prozanski, Chairman  
Finance Committee

From: Michael M. Lemens, P.E.  
Director of Public Works

Subject: *Approval of Lease Agreement by the City (of Kenosha), the Board of Parks Commissioners, and Kenosha County for a Proposed Public Safety Communication Tower in Nash Park*

**BACKGROUND/ANALYSIS**

To accommodate the need for a new, properly operating public safety communication system to replace the existing system and tower that is need of repair and rehabilitation, Kenosha County had a new system designed that calls for construction of a replacement tower at approximately 6100 60<sup>th</sup> Street. A lease agreement to Kenosha County is required to allow for the construction of the new tower.

**RECOMMENDATION**

Approve the Lease Agreement.

MML

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the **City of Kenosha**, a Wisconsin Municipal Corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as "**Landlord**") and **County of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of 1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140 (hereinafter referred to as "**Tenant**").

### RECITALS

WHEREAS, the current public safety communication relay system utilizes a tower in the vicinity of 60<sup>th</sup> Street and 54<sup>th</sup> Avenue, which is in disrepair and need of replacement ("**Existing Tower**").

WHEREAS, **Landlord** owns that certain plot, parcel or tract of land in the City and County of Kenosha as more particularly described on Exhibit 1, attached hereto and a portion of the real property commonly known as Nash Park, together with all rights and privileges arising in connection therewith ("**Property**");

WHEREAS, **Tenant** desires to use a portion of the **Property** as more particularly described on **Exhibit 2** attached hereto ("**Premises**") in connection with a public safety communication relay system to be utilized by municipalities as more particularly set forth hereinbelow;

WHEREAS, **Landlord** desires to grant **Tenant** the right to use the **Premises** in accordance with the **Agreement**;

WHEREAS, as conditions precedent to the utilization of the **Premises** in accordance with this **Agreement** the Federal Aviation Administration is required to provide a "Determination of No Hazard to Air Navigation" (hereinafter "**Determination**") and the Wisconsin Department of Natural Resources is required to provide its consent ("**Consent**");

WHEREAS, the Determination was issued by the Federal Aviation Administration on October 11, 2012; and

WHEREAS, the United States Department of the Interior has provided its consent to the modification of the boundary for the Property as evidenced by Exhibit 4 attached hereto permitting the Premises to be utilized as set forth herein as evidenced by the communication from the Wisconsin Department of Natural Resources attached hereto as Exhibit 5.

The parties agree as follows:

**1. PREMISES.** **Landlord** leases the **Premises** containing approximately 0.264 acres of land including the air space above such room/cabinet/ground space as described on attached Exhibit 2,

together with all necessary space and easements for access and utilities, as generally described therein and depicted in the site plan attached as Exhibit 3.

**2. PERMITTED USE.** **Tenant** shall lease the **Premises** primarily for the transmission and reception of a public safety communication relay system for the use of municipalities. Municipalities includes, but is not limited to, the County of Kenosha, City of Kenosha, Kenosha City/County Joint Services, and the Kenosha Water Utility and shall include, to the extent it exists, their law enforcement agencies, fire departments, public works departments or other similar first responder entities. **Tenant's** use may include a suitable support structure not to exceed three hundred fifty (350) feet in height, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the **Premises** (collectively, the "**Communication Facility**"). **Tenant** shall allow any municipality to attach any equipment to Communication Facility and, if necessary, utilize ground space for shelters or cabinets necessary for the operation of the public safety communication relay system.

The parties recognize and acknowledge that the **Premises** may be utilized commercially by Hiercomm, Inc., to provide broadband services in Kenosha County. The parties shall share equally any revenue paid by any commercial entity other than Hiercomm, Inc., for the use of the **Premises**. **Tenant** shall not lease or sublease any space on the ground or any structure on the **Premises** to any commercial entity other than Hiercomm, Inc., without Landlord's consent. Any commercial use of the Premises shall comply with all governmental licenses and regulations whether from the City of Kenosha, County of Kenosha, State of Wisconsin or the federal government. For purposes of this **Agreement**, a commercial use shall be any use other than that necessary for operation of a public safety communication system. Notwithstanding the commercial use of the **Premises**, the parties hereto acknowledge that the use of the **Premises** for public safety purposes is paramount and agree that the commercial use of the **Premises** must never interfere with any public safety use of the **Premises** by any municipality. Consequently, parties to this lease warrant that they will not cause interference or allow interference to be caused by commercial users of the **Premises**. Interference shall be defined as the effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a radio communication system, manifested by any performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy. Should the **Landlord** believe that interference is occurring, notice shall be given to **Tenant** who will, upon receiving notice of such interference, cooperate with the **Landlord** to immediately resolve the issue, including, if necessary, disabling and/or disconnecting the commercial use until such time as said interference is remedied or the commercial use is ruled out as a potential source of interference.

**Tenant** has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to **Tenant** or **Landlord** (collectively, the "**Permitted Use**"). **Tenant** agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the **Premises** or **Property**, and should a lien be placed upon either, **Tenant** shall take immediate steps to remove said lien. **Landlord** and **Tenant** agree that any portion of the **Communication Facility** that may be conceptually described on Exhibit 1 will not be deemed to

limit **Tenant's Permitted Use**. If Exhibit 1 includes drawings of the initial installation of the **Communication Facility**, **Landlord's** execution of this **Agreement** will signify **Landlord's** approval of Exhibit 1. For a period of ninety (90) days following the start of construction, **Landlord** grants **Tenant**, its subtenants, licensees and sublicensees, the right to use such portions of **Landlord's** contiguous or adjoining **Property** as described on Exhibit 1 as may reasonably be required during construction and installation of the **Communications Facility**. **Tenant** has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make **Premises** improvements, alterations, upgrades or additions appropriate for **Tenant's** use ("**Tenant Changes**"). **Tenant Changes** include the right to construct a fence around the **Premises** and undertake any other appropriate means to secure the **Premises** at **Tenant's** expense. **Tenant** agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Communication Facility** on the **Premises** and to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the **Communication Facility** and all **Tenant Changes** to the **Premises** from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction ("**Government Approvals**"). **Tenant** has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the **Communication Facility** within the **Premises** at any time during the term of this **Agreement**. However, **Tenant** shall not increase the height of the **Communications Facility**. **Tenant** will be allowed to make such alterations to the **Premises** in order to accomplish **Tenant's Changes** or to insure that **Tenant's Communication Facility** complies with all applicable federal, state or local laws, rules or regulations.

### 3. **TERM.**

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date of this **Agreement** (the "**Term Commencement Date**"). The **Initial Term** will terminate on the tenth (10) annual anniversary of the **Term Commencement Date**.

(b) This **Agreement** will automatically renew for three (3) additional five (5) year term(s) (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the **Tenant** is in breach of this Agreement at the time of such renewal or notifies the **Landlord** in writing of **Tenant's** intention not to renew this **Agreement** at least sixty (60) days prior to the expiration of the existing Term.

(c) The **Initial Term** and the **Extension Term** are collectively referred to as the Term ("**Term**").

### 4. **RENT.**

(a) Commencing on the **Term Commencement Date** and yearly thereafter, **Tenant** shall be obligated to **Landlord** for an annual rental payment of One and No/100 Dollars (\$1.00)

("Rent"), at the address set forth above. Payment shall be made on or before January 5<sup>th</sup> of each year in advance.

(b) All charges payable under this **Agreement** such as utilities and taxes shall be billed by **Landlord** within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by **Landlord**, and shall not be payable by **Tenant**. The provisions of this Section shall survive the termination or expiration of this Agreement.

(c) In the event that the **Premises** cease to be utilized for any public safety purpose, the **Tenant** shall, at their discretion, have the option of either paying a monthly rental to the **Landlord** equal to the fair market rental for communication tower ground leases in effect at the time in the City of Kenosha or terminating this **Agreement**. Should the **Tenant** agree to pay a monthly rental equal to the fair market rental, such calculation shall consider all relevant factors including, but not limited to, the size of the **Premises**, the location of the **Premises** and the height of the structure(s) situated on the **Premises**. Said rental shall be effective on the first full month following the discontinued use of the **Premises** for any public safety purpose and shall be increased by three percent (3%) annually on subsequent anniversaries of the **Term Commencement Date**. Should the **Tenant** choose to terminate this **Agreement**, **Tenant** shall be required to remove the **Communication Facility** from the **Premises** within six (6) months from the discontinuation of the **Premises** for any public safety use and restore the **Premises** to its natural condition.

(d) Nothing in Section (c) above shall be construed as limiting the ability of the **Landlord** and **Tenant** to come to any other arrangement by mutual written agreement as to the question of use and compensation therefore in the event that the **Premises** cease to be utilized for any public safety purpose.

**5. APPROVALS.** **Landlord** agrees that **Tenant's** ability to use the **Premises** is contingent upon the suitability of the **Property** for **Tenant's Permitted Use** and **Tenant's** ability to obtain and maintain all operational Government Approvals including, but not limited to, the **Landlord's** ability to obtain the **Consent**. **Landlord** authorizes **Tenant** to prepare, execute and file all required applications to obtain Government Approvals for **Tenant's Permitted Use** under this **Agreement** and agrees to reasonably assist **Tenant** with such applications and with obtaining and maintaining the Government Approvals.

**6. TERMINATION.** This **Agreement** may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this **Agreement** after the applicable cure periods;

(b) by either party upon written notice, if **Tenant** or **Landlord**, as the case may be, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the **Communication Facility** as now or hereafter intended by **Tenant** including, but not limited to,

the **Consent**.

## 7. **INSURANCE.**

(a) **Tenant** will carry during the **Term**, at its own cost and expense, the following insurance: (i) "All Risk" Property Insurance for its property's replacement cost; (ii) Commercial General Liability (CGL) Insurance with a limit of liability of Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage; and (iii) Workers' Compensation Insurance at the statutory limits and Employer's liability in the amount of \$100,000 per accident, \$100,000 disease per employee, and a \$500,000 disease policy limit.

(b) **Tenant's** CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". **Tenant** shall provide **Landlord**, upon request, with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City Clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin. **Tenant** prior to executing this **Agreement** shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the **Term** of this **Agreement**. Any subcontractor of **Tenant** shall also have coverage in the amounts required of **Tenant** and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and **Tenant** fails to replace such insurance prior to the lapse date, **Landlord** may declare this **Agreement** terminated as of the date no valid insurance policy was in effect. The failure of **Tenant** to take out and/or maintain the required insurance shall not relieve **Tenant** from any liability under this **Agreement**. The insurance requirement shall not be construed to conflict with the obligations of **Tenant** in Section 8 - Indemnification.

## 8. **INDEMNIFICATION.**

(a) **Tenant** agrees to indemnify, defend and hold **Landlord** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the **Communication Facility**, **Tenant's** breach of any provision of this **Agreement** or failure to obtain the **Consent**, except to the extent attributable to the negligent or intentional act or omission of **Landlord**, its employees, agents or independent contractors. **Tenant** does not waive any defenses or statutory limits of liability.

(b) **Landlord** agrees to indemnify, defend and hold **Tenant** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of **Landlord** or its employees or agents, or **Landlord's** breach of any provision of this **Agreement**, except to the extent attributable to the negligent or intentional act or omission of

**Tenant**, its employees, agents or independent contractors. **Landlord** does not waive any defenses or statutory limits of liability.

**9. WARRANTIES.**

(a) **Tenant** and **Landlord** each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this **Agreement** and bind itself hereto through the party set forth as signatory for the party below.

(b) **Landlord** represents and warrants that: (i) as long as **Tenant** is not in default then **Landlord** grants to **Tenant** sole, actual, quiet and peaceful use, enjoyment and possession of the **Premises**; and (ii) **Landlord's** execution and performance of this **Agreement** will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the **Landlord**.

**10. ENVIRONMENTAL LAWS.**

(a) **Landlord** and **Tenant** shall not introduce or use any Hazardous Substance on the **Property** in violation of any applicable law. **Landlord** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by **Landlord** or its agents that have occurred or which may occur on the **Property** and (ii) caused by any unrelated third party, that have occurred or which may occur on the **Property**, provided, however, **Landlord** shall not be responsible for spills or other releases caused by unrelated third parties if such spill or release occurs on the **Premises** after the **Effective Date**. **Tenant** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by **Tenant** or its agents, that have occurred or which may occur on the **Property** and/or **Premises** and (y) caused by any unrelated third party which may occur after the **Effective Date** on the **Premises**. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "**Claims**") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the **Property** or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the **Property**. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Further, the indemnifications in this Section shall be applicable whenever contamination has migrated off the **Premises** or **Property**. This Section 10 shall survive the termination or expiration of this **Agreement**.

(b) In the event **Tenant** becomes aware of any hazardous materials on the **Property**, or any environmental or industrial hygiene condition or matter relating to the **Property** that **Tenant** or any of **Tenant's** agents did not cause by any act or omission of **Tenant** or any of **Tenant's**

agents, and further that, in **Tenant's** sole determination, renders the condition of the **Premises** or **Property** unsuitable for **Tenant's** use, or if **Tenant** believes that the leasing or continued leasing of the **Premises** would expose **Tenant** to undue risks of government action, intervention or third party liability, **Tenant** will have the right, in addition to any other rights it may have at law or in equity, to terminate the **Agreement** upon notice to **Landlord**.

## 11. ACCESS.

(a) **Tenant**, at its expense, may use any and all appropriate means of restricting access to the **Premises**, including, without limitation, the construction of a fence on the **Premises** subject to applicable permits, requirements and laws. **Tenant** shall maintain, at its expense, any fence that is constructed on the **Premises**. **Tenant** shall allow **Landlord's** representatives reasonable access to the **Premises** to ascertain compliance with City Ordinances.

(b) As partial consideration for **Rent** paid under this **Lease**, **Landlord** hereby grants **Tenant** an easement in, under and across the **Property** for ingress, egress, utilities and access to the **Premises** adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the **Property** and the Antenna Facilities at all times during the **Initial Term** of this **Lease** and any **Renewal Term** (collectively, the "**Easements**"). The **Easements** are intended to be coincidental to this **Agreement** and, therefore, shall terminate upon the termination of this **Agreement**.

(c) **Tenant** shall have twenty-four (24) hours a day, seven (7) days a week access to the **Property** ("**Access**") at all times during the Term of this Lease and **Landlord** agrees to provide **Tenant** such codes, keys and other instruments necessary for such access at no additional cost to **Tenant**. If **Landlord** fails to provide the access granted by this Section 11, such failure shall be a default under this **Lease**. In the event any public utility is unable to use the access or easement provided to **Tenant** then the **Landlord** agrees to grant additional access or an easement either to **Tenant** or to the public utility, for the benefit of **Tenant**, at no cost to **Tenant**.

## 12. REMOVAL/RESTORATION.

(a) All portions of the **Communication Facility** brought onto the **Premises** by **Tenant** will be and remain **Tenant's** personal property and, at **Tenant's** option, may be removed by **Tenant** at any time during the Term. **Landlord** covenants and agrees that no part of the **Communication Facility** constructed, erected or placed on the **Premises** by **Tenant** will become, or be considered as being affixed to or a part of, the **Premises**, it being the specific intention of the **Landlord** that all improvements of every kind and nature constructed, erected or placed by **Tenant** on the **Premises** will be and remain the property of the **Tenant** and may be removed by **Tenant** at any time during the **Term**. Within sixty (60) days of the termination of this **Agreement**, **Tenant** will remove those above ground improvements which **Landlord**, in its sole discretion, desires to have removed. Further, **Tenant** shall restore the **Premises** to its condition prior to the commencement of any improvements/changes to the **Premises**, reasonable wear and tear and loss by casualty or other causes beyond **Tenant's** control excepted. Notwithstanding the foregoing, **Tenant** will not be responsible for the replacement of any trees, shrubs or other vegetation, though

**Tenant** shall be required to seed or sod the **Property**.

(b) **Tenant** shall, at its expense, completely remove the **Existing Tower** within six (6) months of the commencement of operation of the **Communication Facility** upon the **Premises**.

### 13. MAINTENANCE/UTILITIES.

(a) **Tenant** shall, at **Tenant's** expense, keep and maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in good condition and repair, normal wear and tear and casualty excepted, but in all events **Tenant** shall maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in conformity with all applicable laws. **Tenant's** obligations shall include, but shall not be limited to, construction and maintenance of, and snow removal from, the access easement area included within the **Premises**.

(b) **Tenant** shall have the right to install utilities, at **Tenant's** expense, and to improve the present utilities on the **Premises** servicing the **Premises** (including, but not limited to, the installation of emergency power generators). **Landlord** agrees to use reasonable efforts in assisting **Tenant** to acquire necessary utility service. **Tenant** shall, wherever practicable, install separate meters for utilities used on the **Premises** by **Tenant**. **Landlord** shall diligently correct any variation, interruption or failure of utility service caused by the negligence of **Landlord**. **Landlord** acknowledges that **Tenant** provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in **Tenant's** reasonable determination, the **Landlord** agrees to allow **Tenant** the right to bring in a temporary source of power for the duration of the interruption. **Landlord** will fully cooperate with any utility company requesting an easement over, under and across the **Property** in order for the utility company to provide service to the **Tenant**. **Landlord** will not be responsible for interference with, interruption of or failure, beyond the reasonable control of **Landlord**, of such services to be furnished or supplied by **Landlord**.

### 14. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by **Tenant** and a breach of this **Agreement**: (i) nonpayment of **Rent** if such **Rent** remains unpaid for more than thirty (30) days after receipt of written notice from **Landlord** of such failure to pay; (ii) **Tenant's** failure to perform or abide by any other term or condition under this **Agreement** within forty-five (45) days after receipt of written notice from **Landlord** specifying the failure; and (iii) **Tenant's** failure to immediately address a complaint of interference made by **Landlord** as set forth in Section 2 hereinabove. No such failure, however, will be deemed to exist if **Tenant** has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Tenant**. If **Tenant** remains in default beyond any applicable cure period, **Landlord** will have the right to exercise any and all rights and remedies available to it under law and equity including, but not limited to, injunctive relief and/or damages. This shall not, however, limit **Landlord's** right to enter the **Premises** and remove equipment or other personal property in the event of

default.

(b) The following will be deemed a default by **Landlord** and a breach of this **Agreement**: (i) failure to provide access to the **Property** or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) **Landlord's** failure to perform or abide by any term, condition or breach of any warranty or covenant under this **Agreement** within forty-five (45) days after receipt of written notice from **Tenant** specifying the failure. No such failure, however, will be deemed to exist if **Landlord** has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Landlord**. If **Landlord** remains in default beyond any applicable cure period, **Tenant** will have the right to exercise any and all rights and remedies available to it under law and equity, including, but not limited to, injunctive relief and/or damages.

**15. ASSIGNMENT/SUBLEASE.** Given the permitted use of the **Premises** for the operation of a public safety communication relay system, **Tenant** shall not assign this **Agreement** without written consent of **Landlord**.

**16. NOTICES.**

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: County of Kenosha  
Attn: County Clerk  
1010 56<sup>th</sup> Street  
Kenosha, WI 53140

With a copy to: Corporation Counsel  
912 - 56<sup>th</sup> Street, LL 13  
Kenosha, WI 53140

If to Landlord: Office of City Clerk  
Municipal Building, Room 105  
625 - 52<sup>nd</sup> Street  
Kenosha, WI 53140

With a copy to: Board of Park Commissioners  
City of Kenosha Municipal Building  
c/o City Clerk, Room 105  
625 - 52<sup>nd</sup> Street  
Kenosha, WI 53140

With a copy to: Office of the City Attorney  
625 - 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

With a copy to: City of Kenosha Parks Department  
Attention: Superintendent of Parks  
3617- 65<sup>th</sup> Street  
Kenosha, WI 53142

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**17. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Premises within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communication Facility is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

**18. TAXES AND FEES.** Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees that may be applicable or attributable to Tenant's use of or charged to the Premises.

**19. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms and conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

(b) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(c) **Governing Law.** This **Agreement** will be governed by the laws of the State of Wisconsin.

(d) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of the **Agreement** and are incorporated by reference into this **Agreement**; (iv) use of the terms "termination" or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this **Agreement**, the ambiguity shall not be resolved on the basis of who drafted the **Agreement**.

(e) **Severability.** If any term or condition of this **Agreement** is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this **Agreement** then the **Agreement** may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(f) **Counterparts.** This **Agreement** may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties it being understood that all parties need not sign the same counterpart.

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

*The remainder of this page was left purposely blank  
Signatures appear on the following pages*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

**LANDLORD:**

**CITY OF KENOSHA,**  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

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

By: \_\_\_\_\_  
DEBRA L. SALAS, City Clerk/Treasurer

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

STATE OF WISCONSIN )  
                                  :SS  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, **KEITH G. BOSMAN**, Mayor, and **DEBRA L. SALAS**, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, to me known to be such Mayor and City Clerk/Treasurer, and acknowledged to me that they executed the foregoing instrument as such officers as the **Agreement** of said City, by its authority.

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

**THE BOARD OF PARK COMMISSIONERS  
FOR THE CITY OF KENOSHA,**  
a Wisconsin Municipal Commission

BY: \_\_\_\_\_  
MICHAEL J. ORTH, Chairperson

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



## EXHIBIT 1

### LEGAL DESCRIPTION OF ENTIRE PROPERTY

Part of the Southeast 1/4 of Section 34, Township 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 89°40'21" West along the South line of said 1/4 Section 1597.11 feet; thence North 1°50'15" West parallel to the East line of said 1/4 Section 50.02 feet to a point on the North right-of-way line of 60<sup>th</sup> Street said point being the point of beginning; thence continue North 1°50'15" West parallel to said East line 324.99 feet; thence South 89°40'21" West parallel to the South line of said 1/4 Section 383.35 feet; thence South 1°50'15" East parallel to the East line of said 1/4 Section 324.99 feet to the North right-of-way line of 60<sup>th</sup> Street; thence North 89°40'21" East parallel to the South line of said 1/4 Section and along the North right-of-way line of 60<sup>th</sup> Street 383.35 feet to the point of beginning. Said land being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

## EXHIBIT 2

CITY OF KENOSHA  
PLAT  
PROPOSED EASEMENT FOR THE  
KENOSHA COUNTY PUBLIC SAFETY TOWER  
AT NASH PARK

Part of the Northeast Quarter of Section 3, Town 1 North, Range 22 East, and part of the Southeast Quarter of Section 34, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 34; thence South 89°40'21" West along the south line of said Quarter Section, 1,597.11 feet to a point which is the southerly extension of the east line of Parcel Number 08-222-34-451-022, City of Kenosha, Nash Park; thence North 1°50'15" West along said east line extension, 50.02 feet to the north line of 60th Street and the southeast corner of said Parcel; thence South 89°40'21" West along said north line, 40.39 feet and to the point of beginning; thence South 89°40'21" West along said north line, 57.00 feet; thence North 0°19'39" West 74.34 feet; thence South 89°40'21" West 64.00 feet; thence North 0°19'39" West 60.00 feet; thence North 89°40'21" East 121.00 feet; thence South 0°19'39" East 134.34 feet to the point of beginning; containing 0.264 acres of land, more or less.

Common Council Agenda Item K4



# EXHIBIT 4



## United States Department of the Interior

National Park Service

Midwest Region  
601 Riverfront Drive  
Omaha Nebraska 68102-4226



55-01678 (MWR-NRSS-P/G)  
55-01708

U. I. SEP 2013

Ms. Lavane Hessler  
Stewardship & LWCF Grant Manager  
Department of Natural Resources  
101 S. Webster Street  
P.O. Box 7921  
Madison, Wisconsin 53707-7921

Dear Ms. Hessler:

This is to inform you of the approval for amendment number 1 to Land and Water Conservation Fund (LWCF) project 55-01678, Kenosha West Side Park Acquisition. This amendment converts 0.264-acre of land at Nash Park and adds 2.21 acres to Washington Park.

Enclosed is your copy of the amendment. Because the action of this conversion also applies to LWCF grant 55-01708, we recommend you place a copy of this letter and the executed amendment in the project file. Any questions you have related to this conversion may be directed to me at 402-661-1548.

Sincerely,

Carol A. Edmondson  
Outdoor Recreation Planner

Enclosure



# EXHIBIT 4

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

STATE Wisconsin  
Project Amendment No. 1

## AMENDMENT TO PROJECT AGREEMENT (OMB No. 1024-0033, October 31, 2013)

**THIS AMENDMENT To Project Agreement No. 55-01678 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Wisconsin pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).**

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

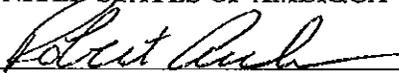
That the above mentioned agreement is amended by adding the following:

The 6(f)(3) boundary is amended by deleting 0.264 acres from the original park boundary of Nash Park and adding 2.21 acres to the 29 acre Washington Park boundary.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

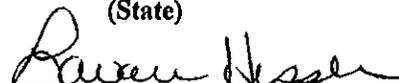
THE UNITED STATES OF AMERICA

STATE

By   
(Signature)

Wisconsin  
(State)

CHIEF, RECREATION GRANTS DIVISION  
(Title)

By   
(Signature)

National Park Service  
United States Department of the Interior

Layane J. Hessler  
(Name)

Date 09/11/2013

ASLO  
(Title)

Estimated Burden Statement: The public reporting burden for this collection of information is estimated to average 3 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form should be sent to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

Paperwork Reduction Act Statement: This form is necessary to provide data input into an NPS project database which provides timely data on projects funded over the life of the program. Such data is used to monitor project progress and to analyze program trends. A Federal Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Any comments on the burden estimate or other aspects of this collection of information may be addressed to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

NPS 10-902A (July 1981)

Zimbra

brichardson@kenosha.org

**FW: Approval of Nash Park Conversion****From :** Jim M Ritchie - DNR <Jim.Ritchie@wisconsin.gov>

Fri, Sep 13, 2013 10:57 AM

**Subject :** FW: Approval of Nash Park Conversion

9 attachments

**To :** brichardson@kenosha.org

Mr. Richardson,

Attached is the approval letter and grant amendment from the National Park Service. The parkland conversion is approved and the tower construction can proceed. Please let know if you have any questions.

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor  
Bureau of Community Financial Assistance  
Wisconsin Department of Natural Resources

(\*) phone: (414) 263-8610

(\*) e-mail: Jim.Ritchie@Wisconsin.gov &lt;mailto:Jim.Ritchie@Wisconsin.gov&gt;

Learn more about DNR grants and loans by going to <http://dnr.wi.gov> <<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>

"Take a moment to enjoy Wisconsin's outdoors."

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/u/?q=85> to evaluate how I did.

---

From: Ritchie, Jim M - DNR

Sent: Wednesday, September 11, 2013 3:47 PM

To: Frank Martinelli; Brian Wilke

Subject: Approval of Nash Park Conversion

Frank and Brian,

Attached is the approval letter from the National Park Service for the conversion of 0.264 acres of Nash Park for the construction of the public safety tower. This letter is the final approval for the conversion request. Thank you for your efforts in going through the conversion process. Please let me know if you have any questions.

Jim

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor  
Bureau of Community Financial Assistance  
Wisconsin Department of Natural Resources

(\*) phone: (414) 263-8610

(\*) e-mail: Jim.Ritchie@Wisconsin.gov &lt;mailto:Jim.Ritchie@Wisconsin.gov&gt;

Learn more about DNR grants and loans by going to <http://dnr.wi.gov> <<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>

**DEVELOPMENT GRANT AGREEMENT  
(TAX INCREMENTAL DISTRICT NO. 16)**

THIS AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by the City of Kenosha, Wisconsin (the “City”), KTR WIS III LLC (the “Developer”) and Amazon.com.dedc LLC (the “Tenant”).

W I T N E S S E T H:

**WHEREAS**, as of the Effective Date of this Agreement the Developer owns Lot 1 (“Lot 1”), which comprises a portion of the property described on Exhibit A (the “Property”), which lot is proposed to be developed as identified below; and an affiliate of Developer owns Lot 2 (“Lot 2”), which is intended for future industrial use, all as described on Exhibit A, and shown on Exhibit A-1, the proposed CSM (“CSM”);

**WHEREAS**, the Developer and its affiliate intend to develop the Property for industrial uses as described on Exhibit B (the “Development”);

**WHEREAS**, the Developer intends to build on Lot 1 a warehouse/distribution center as shown on Exhibit B-1 (“Lot 1 Development”);

**WHEREAS**, Developer intends to lease the Lot 1 Development to Tenant;

**WHEREAS**, the Property is located in the City’s Tax Incremental District No. 16 (the “District”), which the City has established in order to finance project costs related to industrial development within the District as permitted under Wis. Stats. Section 66.1105;

**WHEREAS**, the Developer plans to construct improvements on the Property as generally described on Exhibit C and more specifically described in the Development Agreement and the Conditional Use Permit (as defined below) (the “Developer’s Improvements”), and Developer plans to construct improvements on Lot 1 (the “Lot 1 Improvements”), which are to be leased to the Tenant, which improvements are generally described on Exhibit C-1 and more specifically described in the Development Agreement and the Conditional Use Permit (the Developer Improvements and the Lot 1 Improvements are sometimes collectively referred to as the “Improvements”);

**WHEREAS**, the Improvements will serve the purpose of promoting industrial development;

**WHEREAS**, the Developer would not undertake the Development, and Developer would not undertake the lease or construct the Improvements on Lot 1 without the availability of tax increment financing to fund a portion of the costs of the Developer’s Improvements on Lot 1 (the “Lot 1 Project Costs”), as provided below; and

**WHEREAS**, the Developer and City are also entering into a development agreement with the Kenosha Water Utility with respect to the Improvements (the “Development Agreement”) on or about the Effective Date and the Improvements are to be constructed in accordance with a Conditional Use Permit to be approved by the City (the “Conditional Use Permit”);

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

**1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.**

The Developer makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Developer and in executing this Agreement and performing its obligations hereunder:

KTR WIS III LLC is a duly formed and existing limited liability company in good standing under the laws of the State of Delaware.

Developer is the fee owner of Lot 1 and is a party to the lease with the Tenant.

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

Subject to the terms of this Agreement, as of the Effective Date, the Developer has sufficient available funds and resources to enable the Developer to complete the Developer's Improvements and Lot 1 Improvements, and to carry out Developer's other obligations under this Agreement. Upon the request of the City, the Developer agrees to make available for inspection evidence of its financial resources reasonably sufficient to demonstrate its ability to complete the Improvements, by the City's private financial advisor. The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect the ability of the Developer to satisfy its obligations under this Agreement. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of Developer and/or Tenant to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to Developer and Tenant of any public records, freedom of information or similar requests seeking information related to the Developer, the Tenant and/or the Improvements (a "FOIA Request") and to consult with Developer and Tenant prior to responding to any FOIA Request. The final decision regarding the disclosure of any information in response to a FOIA Request shall be made at the reasonable discretion of the City Attorney.

**2. 1A. REPRESENTATIONS AND WARRANTIES OF THE TENANT.**

The Tenant makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Tenant and in executing this Agreement and performing its obligations hereunder:

(a) Amazon.com.dedc LLC is a duly formed and existing limited liability company in good standing under the laws of the State of Delaware.

(b) The Tenant is a party to the lease with the Developer pursuant to which it leases the Lot 1 Development from the Developer.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Tenant, and no other or further acts or proceedings of Tenant are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Tenant and constitute the legal, valid and binding agreement and obligation of the Tenant, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

(d) There are no lawsuits filed or pending, or to the knowledge of Tenant, threatened against Tenant that may in any way jeopardize or materially and adversely affect the ability of the Tenant to perform its obligations hereunder.

### 3. CONSTRUCTION OF THE IMPROVEMENTS.

The Developer shall construct the Improvements on the Property in accordance with this Agreement. The Developer's Improvements and the Lot 1 Improvements shall comply in all material respects with all applicable municipal ordinances of the City, approved variances, and with any pertinent current provisions of the TIF District No. 16 Project Plan ("TIF Plan") (which is described on Exhibit D).

### 4. UNDERTAKINGS OF THE CITY.

Development Grant. To induce the Developer to construct the Improvements and the Tenant to locate its facility in the City, the City shall provide directly or indirectly to the Developer (according to written instruction by Tenant) a grant (the "Development Grant") in the amount of Seventeen Million Dollars (\$17,000,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of the Improvements, including, by way of example, the cost of construction materials or equipment. As a condition precedent to payment of any portion of the Development Grant, the Developer shall present copies of purchase orders or other documentation reasonably satisfactory to the City (the "Developer's Cost Documentation") showing that Developer has incurred obligations for construction materials, equipment and/or other tangible personal property at least equal to the portion of the Development Grant to be paid. The City shall make available to the Developer the portion of the Development Grant supported by the Developer's Cost Documentation, until the full amount of the Development Grant has been paid. Each payment of Development Grant money shall be made no later than ten (10) days after the later of (a) the date the Developer's Cost Documentation is filed with the City and (b) the date of issuance of the City's Notes (described in Section 3.2 below) or replacement financing approved by Tenant. The City will direct the payment of the Development Grant according to written instructions to be provided by Tenant.

City Financing. The City shall issue general obligation promissory notes (such notes, or any replacement debt obligation approved by Tenant as provided below are referred to herein as the "Notes") in an amount sufficient to fund the Development Grant, to pay the costs of issuance of the Notes, and to provide for the payments due on the Notes in the years 2013, 2014 and 2015. The Notes shall have a term of 10 years; shall be subject to redemption in whole or in part at the option

of the City on any date on or after the principal payment date on the Notes in the year 2017<sup>5</sup>; shall not have an annual rate of interest thereon in excess of 4.5000% per annum; and shall provide for interest-only payments in 2014 and 2015 and equal annual payments of principal and interest over the remainder of the 10-year term. The City agrees to issue the Notes no later than November 15, 2013. Subject to the provisions of Section 13 below and Section 4 (with respect to the payment of TIF Refunds), the City shall use all tax increment from the District, including general real property and personal property taxes (collectively “TIF Revenues”) (as well as any Shortfall Payments), to make principal and interest payments on the Notes until the Notes are retired. The column titled “Total P+I” on Exhibit E sets forth the estimated Debt Service payments on the Notes (the “City Debt Service Payments”), but the parties acknowledge and agree that the actual City Debt Service Payments shall be the actual scheduled payment amounts calculated in good faith by the City at the time the Notes are issued. The City agrees to amend Exhibit E upon the issuance of the Notes to reflect the actual City Debt Service Payments and thereafter from time to time in the event the City prepays Note principal, refinances the Notes at a lower interest rate or engages in any other transaction that reduces the amount of any City Debt Service Payment. The City acknowledges and agrees that after Exhibit E is amended to reflect the actual City Debt Service Payments upon the issuance of the Notes, Exhibit E may not be further amended to increase the amount of any City Debt Service Payment or the aggregate amount of all City Debt Service Payments and will provide prompt written notice to Developer and Tenant of any amendment to Exhibit E. In the event the City cannot, or does not expect to be able to, issue general obligation promissory notes in the aggregate amount, with an interest rate, or on the other terms set forth in this Section 3.2 (and on Exhibit E), the City agrees to use best efforts, after consulting with Tenant and receiving Tenant’s written approval, to issue replacement debt in a different aggregate amount, at a different interest rate and/or on other different terms and to take such other actions as are reasonably necessary to effect the intent of this Agreement.

#### 5. SHORTFALL GUARANTY.

The parties anticipate that the TIF Revenues will be sufficient to enable the City to make the City Debt Service Payments. In the event the TIF Revenues are not sufficient to enable the City to make the City Debt Service Payments, Tenant shall make payments to the City on the following terms (each, a “Shortfall Payment”):

The Shortfall Payment (if any) with respect to a given year will be equal to the amount by which the City Debt Service Payment for such year exceeds the TIF Revenues to be collected in that year (such difference, the “Shortfall”), subject to the adjustments and limitations described herein. An initial estimate of the Shortfall Payment with respect to any year shall be calculated as of September 1 of the preceding calendar year, using for purposes of the calculation tax rates from the prior year. A final calculation shall be made after the actual tax rates are determined.

Tenant’s obligation to make Shortfall Payments is limited to the years 2016 through 2023 (the “Shortfall Payment Period”) (subject to earlier termination as described herein). The Shortfall Payments (if any) due with respect to each of those years shall be made in the preceding calendar year, as described in paragraph (e) below;

Tenant’s obligation to make Shortfall Payments terminates on the earlier of (1) the date when the District has generated TIF Revenues at least equal to the aggregate amount of the principal and interest due on the Notes to their final maturity or redemption date (calculated as of such date assuming prepayment in full of the Notes) or (2) the date when any Shortfall Payments due from Tenant to the City have been paid and the Notes have been paid in full and retired;

The Shortfall Payment for a given year (if any) will be reduced to the extent TIF Revenues from all prior years, in the aggregate, exceed City Debt Service Payments for all prior years, to the extent such excess TIF Revenues have not been previously applied as a prepayment to the Notes' principal; and

Tenant will pay to the City any Shortfall Payment in September of each year based on the initial estimate of the Shortfall Payment amount. Such payment shall be made within twenty (20) business days following receipt of written notice from the City identifying the estimated Shortfall Payment amount and providing supporting calculations and information. After the final calculation of the Shortfall Payment amount is made, the Tenant will pay any additional amount due from it within twenty (20) business days following written notice from the City identifying the actual Shortfall Payment amount. If the actual Shortfall Payment amount is less than the estimated Shortfall Payment amount, the City will refund the excess to the Tenant at the time it provides notice of the actual Shortfall Payment amount due.

Amazon.com, Inc., a Delaware corporation and parent of Tenant ("Amazon.com"), has agreed to guaranty the payment of any Shortfall Payments pursuant to the Limited Parent Guaranty attached hereto as Exhibit F (the "Shortfall Guaranty") in the event, for any reason, Tenant fails to make any Shortfall Payment. Tenant's obligation to make Shortfall Payments shall continue whether or not Developer and/or KTR commence and/or complete construction of the Improvements on the Property.

The City agrees to promptly refund (a "TIF Refund") to Tenant any Shortfall Payment paid by Tenant and/or Amazon.com to City to the extent the TIF Revenues generated during the Shortfall Payment Period and in the year immediately following the end of the Shortfall Payment Period exceed the aggregate amount of the City Debt Service Payments. Any such TIF Refund shall be paid after the TIF Revenues are collected by the City. The City agrees that payment to the Tenant of a TIF Refund will take priority over any prepayment by the City of principal or interest on the Notes, and that the City may not prepay the Notes until TIF Refunds have been paid by the City to Tenant to repay all Shortfall Payments previously made by Tenant and/or Amazon.com.

Example A:

If TIF Revenues to be collected in 2016 are \$2,000,000 and the City Debt Service Payment for 2016 is \$2,500,000, the Shortfall Payment due in 2015 would be \$500,000. If TIF Revenues collected in 2017 are \$2,900,000 and the City Debt Service Payment for 2017 is \$2,500,000, there would be no Shortfall Payment in 2016 and the TIF Refund would be \$400,000.

Example B:

If TIF Revenues to be collected in 2016 are \$4,000,000 and the City Debt Service Payment in 2016 is \$3,000,000 there would be no Shortfall Payment due in 2015. If TIF Revenues to be collected in 2017 are \$1,700,000 and the City Debt Service Payment in 2017 is \$3,000,000, the Shortfall Payment due in 2016 would be \$300,000 (which is equal to the Shortfall for 2017 reduced by the amount that the TIF Revenues collected in 2016 exceeded the City Debt Service Payment for 2016), assuming that the excess TIF Revenues collected in 2016 were not applied to redeem Notes.

**6. CONDITIONS OF THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT.**

Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to payment of the Development Grant under this Agreement, all of the following shall occur:

All representations and warranties of the Developer and the Tenant set forth in this Agreement shall at all times be true, complete and correct in all material respects, except for such representations and warranties that are made as of a certain date, which shall be true, complete and correct in all material respects as of such date;

No Event of Default has occurred;

The City or its financial advisor (i) has been provided with information as to the identity of the members of the Developer, as well as the financial statements of those members; (ii) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer's capacity to complete the Improvements; and (iii) has reasonably determined that there is no material adverse change in the financial condition of the Developer that is reasonably likely to impair the ability of the Developer to perform its obligations under this Agreement;

Prior to receipt of any portion of the Development Grant, KTR Property Trust III ("KTR"), the parent company of the Developer, shall provide an Agreement of Guaranty in the form attached hereto as Exhibit G (the "Completion Guaranty"). Pursuant to the Completion Guaranty, KTR agrees to guaranty the completion of the Improvements on or prior to December 31, 2016. If an Event of Default by Developer occurs under Section 6(a)(1) below, after the City has paid some or all of the Development Grant, the City may enforce the Completion Guaranty as the City's sole and exclusive remedy in the Event of Default under Section 6(a)(1) below. Furthermore, the City shall not have the right to enforce the Completion Guaranty in the event this Agreement is terminated under Section 8 below.

Prior to receipt of any portion of the Development Grant, Amazon.com shall provide to the City the Shortfall Guaranty.

## 7. DEFAULT/REMEDIES.

Events of Default. An "Event of Default" is any of the following:

A failure by the Developer to cause construction of the Improvements, or any material part thereof on or before December 31, 2016; provided, however, that the City must provide the Developer and Tenant with written notice of any such failure describing the purported failure in reasonable detail and permit the Developer a reasonable period of time to cure such failure (in no event less than 30 days) before any such failure will constitute an Event of Default (and in the event Developer fails to cure, Tenant shall have a secondary right to cure under Section 7);

A failure to make any Shortfall Payment when and as due to the City;

The Developer, KTR, the Tenant or Amazon.com becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within 90 days; or

The dissolution or liquidation of the Developer, KTR, the Tenant or Amazon.com, or the commencement of any proceedings therefor, which are not dismissed within 90 days.

The occurrence of any default or any Event of Default under the Shortfall Guaranty and/or the Completion Guaranty.

Remedies on Default. Whenever an Event of Default occurs and is continuing, the City may take any one or more of the following actions without waiving any rights or remedies available to it:

Immediately suspend its performance under this Agreement, from the time beginning when the City delivers notice of a purported Event of Default to the Developer and Tenant and ending when

the City receives assurances from the Developer and/or Tenant reasonably deemed adequate by the City, that the Developer and/or Tenant has cured or will cure the purported event, condition, act or omission;

Commence legal or administrative action, in law or in equity, which are reasonably necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer and/or Tenant under this Agreement, which is the basis for an Event of Default;

Upon the occurrence of an Event of Default under Section 6(a)(1), enforce the Completion Guaranty pursuant to Section 5(d) of this Agreement, which shall be the sole and exclusive remedy of the City for an Event of Default under Section 6(a)(1); and

Upon the occurrence of an Event of Default under Section 6(a)(2), enforce the Shortfall Guaranty pursuant to Section 4 of this Agreement, which shall be the sole and exclusive remedy of the City for an Event of Default under Section 6(a)(2), provided that Amazon.com fully performs its obligations under the Shortfall Guaranty and pays the amount of any Shortfall Payment.

Remedies. Other than with respect to an Event of Default under Section 6(a)(1), for which the sole and exclusive remedy is to enforce the Completion Guaranty, or an Event of Default under Section 6(a)(2) for which the sole and exclusive remedy is to enforce the Shortfall Guaranty as described in and subject to the conditions set forth in 6(b)(3) and 6(b)(4) above, no remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. Except as noted above, any party may pursue any one or more of its remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Notwithstanding anything to the contrary, the parties acknowledge and agree that no party shall be entitled to recover more than once for the same damages or losses.

No Implied Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Miscellaneous. Except as provided for in this Section 6, no failure to perform or other breach of this Agreement constitutes an Event of Default.

#### **8. TENANT RIGHT TO CURE AND PERFORM.**

**9.** The City and Developer agree that in the event Developer and/or KTR fails to perform any obligation or observe any condition or agreement under this Agreement or in the event of any default by Developer and/or KTR, or any Event of Default by Developer and/or KTR, Tenant (or its designee) shall have the right (but not the obligation) to perform in place of Developer and/or KTR and to cure such default, failure or Event of Default within sixty (60) days following receipt of notice by Tenant from the City; City shall not take any action with respect to such default, failure or Event of Default, including, without limitation, any action intended to terminate, rescind or avoid this Agreement, for such period of sixty (60) days after receipt of such written notice by Tenant.

#### **10. TERM AND TERMINATION.**

The term of this Agreement shall begin on the Effective Date of this Agreement set forth above and shall end on the date when all of the following are true: (a) the City's Notes have been



Barack Ferrazzano Kirschbaum &  
Nagelberg LLP  
Suite 3900  
200 West Madison Avenue  
Chicago, Illinois 60606  
Attn: Mark J. Beaubien  
Fax: (312) 984-3150  
Email: [mark.beaubien@bfkn.com](mailto:mark.beaubien@bfkn.com)

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

With a copy to:

City Attorney  
625 52nd Street, Room 201  
Kenosha, WI 53140  
Facsimile: (262) 653-4176  
Email: [webcityattorney@kenosha.org](mailto:webcityattorney@kenosha.org)

Tenant: Amazon.com.dedc LLC  
410 Terry Avenue North  
Seattle, WA 98109  
Attn: Director Economic  
Development  
Email: [mggrella@amazon.com](mailto:mggrella@amazon.com)

With copies to:

Attn: General Counsel  
410 Terry Avenue North  
Seattle, WA 98109  
Fax: (206) 266-7010  
Email: [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com)

Attn: Corporate Counsel, Economic  
Development  
410 Terry Avenue North  
Seattle, WA 98109  
Fax: (206) 266-7010  
Email: [adamandr@amazon.com](mailto:adamandr@amazon.com)

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

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

No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer or the Tenant to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Property or the Improvements as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

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

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

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

Third-Party Beneficiaries. The City, Tenant and Developer intend and agree that Amazon.com and KTR are third-party beneficiaries under this Agreement. Other than with respect to Amazon.com and KTR, this Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns and is not intended to and does not create any right in any third party.

Amendment. Except as set forth in Section 3.2 with respect to Exhibit E, this Agreement may only be amended in a writing signed by the City, Tenant and Developer. The City agrees to provide advance written notice to the Developer and the Tenant of no less than 60 days prior to amending the TIF Plan.

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

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

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

Agreement to Pay Attorneys' Fees and Expenses. In the event that a party or third-party beneficiary incurs attorney's fees, court costs and/or other expenses in connection with enforcing the performance or observance of any obligation under this Agreement, the prevailing party shall be reimbursed reasonable attorney's fees, court costs and other reasonable expenses incurred by such prevailing party.

Exhibits. All exhibits referenced herein are incorporated herein by reference.

**15. LOT 2.** The City agrees to negotiate in good faith with the Developer and Tenant, if Tenant is the proposed user of Lot 2, to provide additional tax increment financing to induce future development within the District boundaries that would be incremental to the Development

addressed by this Agreement. The City intends and expects that the amount of any additional economic incentives for future project(s) will be determined using a process similar to the process used by the City to determine the amount of the Development Grant contained herein. The City's agreement to so negotiate assumes that any such additional future development would occur within five years of the establishment of the District, that the proposed development of Lot 2 would be subject to similar terms as the development of Lot 1, and that the value of any such incentives would be at least proportionate to the incremental value of the development for Lot 2 (as calculated for Lot 1). All terms, conditions and future agreements regarding additional development within the District are subject to the approval of the Joint Review Board for the District and the City of Kenosha Common Council.

[Signature Pages Follow]

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

**CITY OF KENOSHA**

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

By: \_\_\_\_\_  
Debra Salas, City Clerk

STATE OF WISCONSIN            )  
  )  
COUNTY OF KENOSHA         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2013 the above-named Keith G. Bosman and Debra Salas to me known to be the Mayor and City Clerk of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public,  
Kenosha County, Wisconsin  
Commission: \_\_\_\_\_





**EXHIBIT A  
TO  
DEVELOPMENT GRANT AGREEMENT**

Description of Property

The “Property” shall be defined as follows:

All of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin on \_\_\_\_\_, 2013, in Reel \_\_, Image \_\_, as Document No. \_\_\_\_\_, and being a part of the Southwest Quarter and Southeast Quarter of Section 19, and the Northwest Quarter and Northeast Quarter of Section 30, all in Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, less and excepting any part thereof which has been dedicated to the City of Kenosha for street purposes (the “CSM”).

“Lot 1” shall be described as:

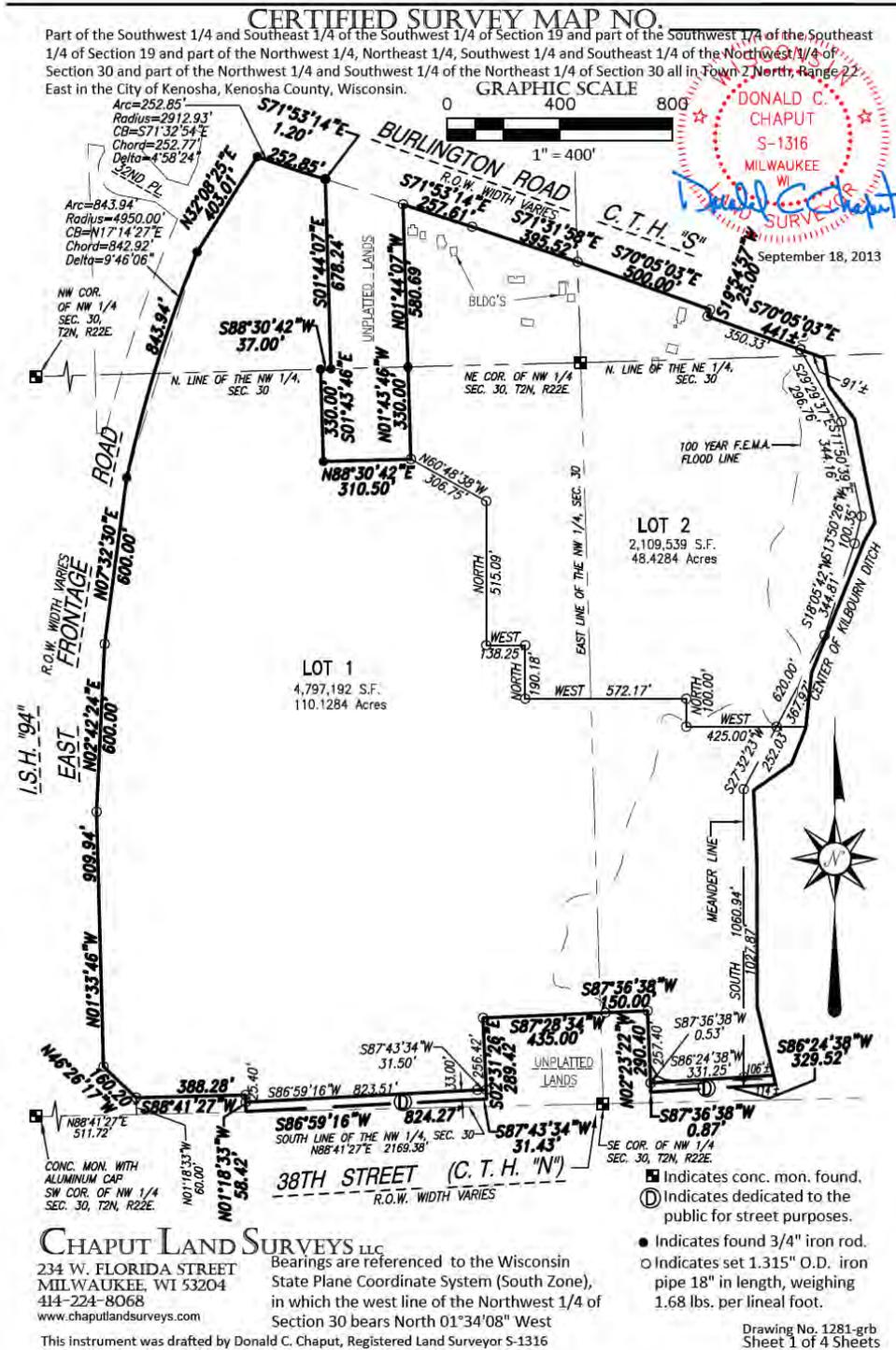
Lot 1 of the CSM.

“Lot 2” shall be described as:

Lot 2 of the CSM.

# EXHIBIT A-1 TO DEVELOPMENT GRANT AGREEMENT

## Proposed Certified Survey Map





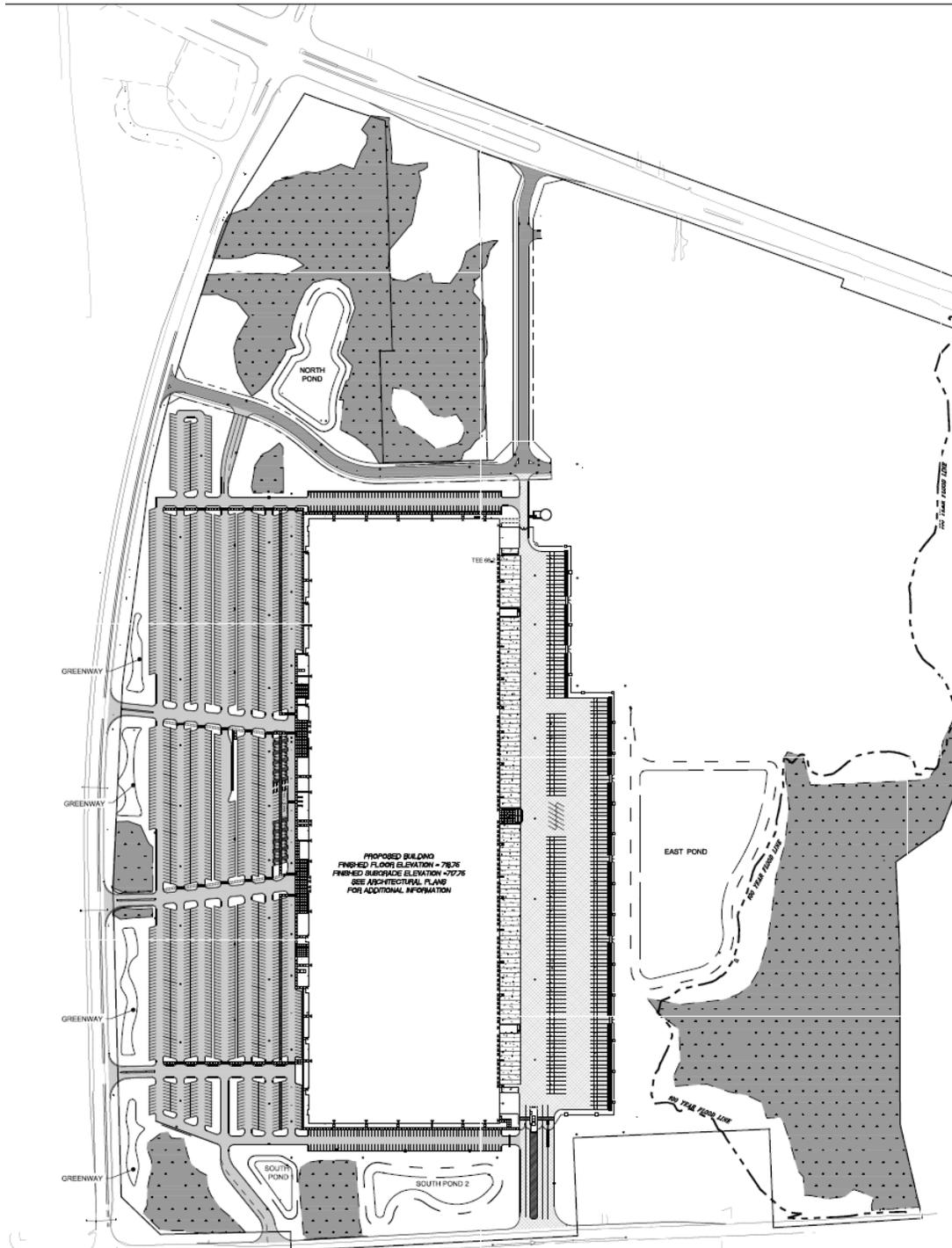
**EXHIBIT B  
TO  
DEVELOPMENT GRANT AGREEMENT**

Description of Development

An industrial business park containing two warehouse/distribution buildings totaling approximately 1.6 million square feet and the associated site improvements.

**EXHIBIT B-1  
TO  
DEVELOPMENT GRANT AGREEMENT**

Depiction of Lot 1 Development



**EXHIBIT C  
TO  
DEVELOPMENT GRANT AGREEMENT**

Developer's Improvements

The construction of an approximately 1 million square foot warehouse building and associated improvements as approved by the City of Kenosha Plan Commission on September 19, 2013.

**EXHIBIT D  
TO  
DEVELOPMENT GRANT AGREEMENT**

TIF Plan

The Project Plan for Tax Incremental District No. 16, adopted by the City of Kenosha on September 16, 2013, and approved by the Joint Review Board on September 25, 2013, which is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT E  
TO  
DEVELOPMENT GRANT AGREEMENT**

City Debt Service Payments

**City of Kenosha, WI**

\$18,200,000.00 Taxable G.O. Promissory Notes - Dated 11/01/13

TID No. 16

Preliminary Estimate

**Debt Service Schedule – Accrual Basis**

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	-	-	528,458.33	528,458.33
2015	-	-	634,150.00	634,150.00
2016	2,055,000.00	1.750%	634,150.00	2,689,150.00
2017	2,095,000.00	2.600%	598,187.50	2,693,187.50
2018	2,150,000.00	2.950%	543,717.50	2,693,717.50
2019	2,210,000.00	3.300%	480,292.50	2,690,292.50
2020	2,285,000.00	3.700%	407,362.50	2,692,362.50
2021	2,370,000.00	4.000%	322,817.50	2,692,817.50
2022	2,465,000.00	4.350%	228,017.50	2,693,017.50
2023	2,570,000.00	4.700%	120,790.00	2,690,790.00
<b>-\$18,200,000.00-\$4,</b>			<b>497,943.33</b>	<b>\$22,697,943.33</b>

**Yield Statistics**

Bond Year Dollars	\$118,361.67
Average Life	6.503 Years
Average Coupon	3.8001690%
Net Interest Cost (NIC)	4.0154414%
True Interest Cost (TIC)	4.0151500%
Bond Yield for Arbitrage Purposes	3.7669831%
All Inclusive Cost (AIC)	4.0722689%

**IRS Form 8038**

Net Interest Cost	3.8001690%
Weighted Average Maturity	6.503 Years

2013 - \$18M Taxable Bonds | SINGLE PURPOSE | 9/10/2013 | 2:12 PM

**Piper Jaffray & Co.**  
**Wisconsin Public Finance**

**EXHIBIT F  
TO  
DEVELOPMENT GRANT AGREEMENT**

Shortfall Guaranty

**LIMITED PARENT GUARANTY**

This Limited Parent Guaranty (“**Guaranty**”), effective \_\_\_\_\_, 2013, is made by Amazon.com, Inc. (“**Amazon.com**”) to and for the benefit of THE CITY OF KENOSHA, WISCONSIN (“**Beneficiary**”).

**Recitals**

- A. Amazon.com.dedc LLC, a Delaware limited liability company, a directly or indirectly wholly owned subsidiary of Amazon.com (“**Subsidiary**”), and KTR WIS III LLC, a Delaware limited liability company (“**Landlord**”) are parties to that certain Lease Agreement (Kenosha County, Wisconsin), of approximately an even date herewith (the “**Lease**”) pursuant to which Landlord has agreed to construct the Improvements (as defined in the Grant Agreement defined below) and Subsidiary has agreed to lease such Improvements on and subject to the terms herein set forth in the Lease.
- C. Landlord and Beneficiary are parties to that certain Development Grant Agreement (Tax Incremental District No. 16) attached hereto as **Exhibit A** (the “**Grant Agreement**”) pursuant to which the City agreed to provide a grant of \$17,000,000, which will be used to fund a portion of the cost of the Improvements. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Grant Agreement.
- D. In order to be assured of payment of the Shortfall Amount under the Grant Agreement, Beneficiary desires that Amazon.com guaranty the payment of certain payment obligations as set forth herein.
- E. Terms capitalized herein and not otherwise defined herein shall have the same meaning as such terms have in the Grant Agreement.

**Guaranty**

In consideration of the foregoing and to induce Beneficiary to enter into the Grant Agreement, Amazon.com agrees as follows.

- 1. Upon the failure by Subsidiary to timely make any Shortfall Payment under the Grant Agreement, Amazon.com unconditionally and absolutely guarantees to Beneficiary the payment of any Shortfall Payments. By its execution hereof, Beneficiary agrees that all TIF Refunds of Shortfall Payments made by Guarantor shall be paid to Subsidiary.

2. Amazon.com shall perform all payment obligations related to Shortfall Payments under this Guaranty strictly in accordance with the terms and conditions of the Grant Agreement.
3. Amazon.com waives (a) presentment and demand for payment of any Shortfall Payment, (b) protest and notice of dishonor or default to Landlord under the Grant Agreement; (c) notice of acceptance of this Guaranty; (d) any right to require Beneficiary to proceed under any other remedy Beneficiary may have before proceeding against Amazon.com; and (e) subject to Section 8 below, all defenses of a surety to which it may be entitled by statute or otherwise, other than any applicable statute of limitations.
4. This Guaranty is an absolute and unconditional guaranty of payment and not of collection. Amazon.com agrees that it is not necessary for Beneficiary, in order to enforce this Guaranty, to institute suit or exhaust its legal remedies against Landlord or Subsidiary. It is also understood and agreed by Guarantor that Guarantor shall be liable under the terms and conditions of this Guaranty if for any reason the Improvements are not completed. It is also understood and agreed by Guarantor that payment or performance by KTR under the Completion Guaranty does not satisfy or discharge the obligations of the Guarantor under this Guaranty.
5. This Guaranty is governed as to its validity, construction and performance by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
6. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until the obligation to make Shortfall Payments under the Grant Agreement terminates.
7. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.
8. Amazon.com has all rights and defenses that may exist under the Grant Agreement with respect to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against Landlord or Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about Landlord or Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of Landlord or Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary or Landlord.

9. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested).

Notices to Amazon.com will be delivered at the following addresses:

Mail

Amazon.com, Inc.  
P.O. Box 81226  
Seattle, WA 98108-1226  
Attn. Real Estate Manager

Courier

Amazon.com, Inc.  
410 Terry Avenue North  
Seattle, WA 98109-5210  
Attn. Real Estate Manager

With a copy to:

Amazon.com, Inc.  
P.O. Box 81226  
Seattle, WA 98108-1226  
Attn. General Counsel: Real Estate

With a copy to:

Amazon.com, Inc.  
410 Terry Avenue North  
Seattle, WA 98109-5210  
Attn. General Counsel: Real Estate

Notices to Beneficiary will be delivered at the following address:

City of Kenosha  
Attn: Director of Finance  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

With a copy to:

City Attorney  
625 52nd Street, Room 201  
Kenosha, WI 53140  
Facsimile: (262) 653-4176  
Email: [webcityattorney@kenosha.org](mailto:webcityattorney@kenosha.org)

Amazon.com or Beneficiary may from time to time change such address by giving Beneficiary or Amazon.com notice of such change in accordance with this Section 9.

10. Amazon.com shall, from time to time within twenty (20) days after receipt of Beneficiary's request, execute and deliver to Beneficiary a statement certifying that Beneficiary has not released Amazon.com from its obligations under this Guaranty, which statement may be relied upon by any prospective purchaser, landlord or lender of the Premises or Beneficiary. Amazon.com's certifications are, however, made solely to estop Amazon.com from asserting to Beneficiary or a prospective purchaser, landlord or lender of Beneficiary facts or claims contrary to those stated; such statement does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect except as an estoppel to the extent specified above.

11. It is specifically agreed by Amazon.com that the Grant Agreement may be (i) modified, from time to time, by an agreement between Beneficiary, Subsidiary and Landlord and (ii) assigned by Beneficiary or any assignee of Beneficiary without in the case of either or both of (i) and (ii), consent or notice to Amazon.com. Beneficiary may grant Landlord or Subsidiary any extension of time or forbearance or any waiver under the Grant Agreement or may change or modify the Grant Agreement all without affecting Guarantor's liability under this Guaranty. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns and shall not be deemed waived or modified unless agreed to, in writing, by Beneficiary.

[Signature Page to Follow]

**AMAZON.COM, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**CITY OF KENOSHA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**EXHIBIT G  
TO  
DEVELOPMENT GRANT AGREEMENT**

Completion Guaranty

**AGREEMENT OF GUARANTY  
(Kenosha County, Wisconsin)**

This AGREEMENT OF GUARANTY ("**Guaranty**"), dated for reference purposes \_\_\_\_\_, 2013, is made by KTR PROPERTY TRUST III, a Maryland real estate investment trust ("**Guarantor**"), to and for the benefit of THE CITY OF KENOSHA, WISCONSIN ("**Beneficiary**").

**Recitals**

- A. (I) KTR WIS III LLC, a Delaware limited liability company (the "**Developer**"), an affiliate of Guarantor, KTR WIS IV LLC and Beneficiary are parties to that certain Development Agreement (the "**Development Agreement**"), of even date herewith, relating to the development and construction by the Developer of certain improvements on approximately 158.52 acres of real estate located in the City of Kenosha and legally described on **Exhibit A** attached hereto (the "**Property**"); and (II) Developer and Beneficiary are parties to that certain Development Grant Agreement (Tax Incremental District No. 16) of event date herewith (the "**Grant Agreement**") pursuant to which the City has agreed to make a Development Grant of \$17,000,000. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Grant Agreement.
- B. Beneficiary is unwilling to enter into the Grant Agreement or the Development Agreement (collectively, the "**Contract**") unless Guarantor guaranties to Beneficiary the completion of the Improvements on or prior to December 31, 2016.
- C. Guarantor, as an affiliate of Developer, will derive direct or indirect benefits from Developer entering into the Contract.
- D. Terms capitalized herein and not otherwise defined herein shall have the same meaning as such terms have in the Grant Agreement.

**Guaranty**

In consideration of the foregoing and to induce Beneficiary to enter into the Grant Agreement and the Development Agreement, Guarantor agrees as follows.

- 1. Guarantor unconditionally and absolutely guarantees to Beneficiary the full and prompt completion of the Improvements on or prior to December 31, 2016, and in accordance with the terms of the Contract. Notwithstanding anything contained herein to the contrary, Guarantor's maximum, aggregate liability hereunder shall be limited to \$17,000,000 and in

no event shall Guarantor be liable to the Beneficiary for any amount in excess of \$17,000,000.

2. Guarantor waives (a) presentment and demand for performance of any obligation of Developer guaranteed hereby; (b) protest and notice of dishonor or default to which Guarantor might otherwise be entitled under a guaranty; (c) notice of acceptance of this Guaranty; (d) any right to require Beneficiary to proceed under any other remedy Beneficiary may have before proceeding against Guarantor or Landlord; and (e) subject to Section 7 below, all defenses of a surety to which it may be entitled by statute or otherwise, other than any applicable statute of limitations.
3. This Guaranty is an absolute and unconditional guaranty of payment and performance and not of collection. Guarantor agrees that it is not necessary for Beneficiary, in order to enforce this Guaranty, to institute suit or exhaust its legal remedies against Developer; but the sole condition precedent to enforcement of the obligations of Guarantor hereunder is that Developer has not completed the Improvements as required herein on or prior to December 31, 2016.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the state in which the Property is located, without regard to its conflict of law provisions.
5. Guarantor agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until the Improvements have been completed.
6. This Guaranty is binding upon and inures to the benefit of Guarantor and Beneficiary and their respective successors and assigns; provided, however, that Guarantor shall not assign its rights or delegate its obligations under this Guaranty.
7. Guarantor has all rights and defenses that Developer may have to any payment or performance obligation, except that the liability of Guarantor is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against Developer for reimbursement; (b) any duty on the part of Beneficiary to disclose to Guarantor any facts Beneficiary may know about Developer, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Developer and of all circumstances bearing on the risk of non-payment or non-performance of the Contract obligations; (c) any defense arising from the bankruptcy or insolvency of Landlord; or (d) any assignment by Developer of the Contract or the transfer by Landlord of the Property.
8. All notices hereunder will be given in writing, will refer to this Guaranty, and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested).

Notices to Beneficiary will be delivered at the following address:

City of Kenosha  
Attn: Director of Finance  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

With a copy to:

City Attorney  
625 52nd Street, Room 201  
Kenosha, WI 53140  
Facsimile: (262) 653-4176  
Email: [webcityattorney@kenosha.org](mailto:webcityattorney@kenosha.org)

Notices to Guarantor will be delivered at the following addresses:

KTR Property Trust III  
c/o KTR Capital Partners, LLC  
Five Tower Bridge  
300 Barr Harbor Drive, Suite 150  
Conshohocken, PA 19428  
Attn: A. Donald Chase, Jr.  
Fax: (484) 530-1888  
E-Mail: [DChase@ktrcapital.com](mailto:DChase@ktrcapital.com)

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606  
Attn: Mark J. Beaubien  
Fax: (312) 984-3150  
E-Mail: [mark.beaubien@bfkn.com](mailto:mark.beaubien@bfkn.com)

Either party may from time to time change such address by giving to the other party notice of such change in accordance with this Section 8.

9. All of the terms and provisions of this Guaranty are recourse obligations of Guarantor and are not restricted by any limitation on personal liability in the Contract or otherwise.
10. It is specifically agreed by Guarantor that the Contract may be (i) modified, from time to time, by an agreement between Beneficiary and Developer and (ii) assigned by Beneficiary or any assignee of Beneficiary without in the case of either or both of (i) and (ii), consent or notice to Guarantor.

11. This Guaranty is binding upon and inures to the benefit of Guarantor and Beneficiary and their respective successors and assigns and shall not be deemed waived or modified unless agreed to, in writing, by Beneficiary.
12. This Guaranty shall automatically terminate upon the earlier of (a) the completion of the Improvements, or (b) the City's Notes have been paid and retired.

[Signature Page to Follow]

**GUARANTOR:**

KTR PROPERTY TRUST III, a Maryland real estate investment trust

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

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

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 17

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

The Finance Committee reviewed the attached listing of disbursements for the period from 09/01/13 through 09/15/13 and have approved the disbursements as follows:

1. Checks numbered from 131484 through 131785 as shown on attached listing consisting of:

a. Debt Service	8,973,768.75
b. Investments	-0-
c. All Other Disbursements	2,2385,903.63
<b>SUBTOTAL</b>	<b>11,359,672.38</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,199,594.51

**TOTAL DISBURSEMENTS APPROVED** 12,559,266.89

Daniel Prozanski Jr.	David Bogdala
Tod Ohnstad	Rocco LaMacchia Sr.
Keith Rosenberg	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.

Respectfully submitted,  
  
 Director of Finance

(disbursementsblank.share.fin)

**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:** 09/24/13

**Prepared By:** *MKS*

**Reviewed By:** 

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131484	9/04	WE ENERGIES	110-03-53109-221-000	08/13 STREETLIGHTS	61,511.06
			110-05-55109-221-000	08/13 STREETLIGHTS	541.70
				..... CHECK TOTAL	62,052.76
131485	9/04	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	08/13 ST-ELECTRICAL	56.02
			110-03-53109-375-000	08/13 ST-ELECTRICAL	13.29
			110-03-53109-375-000	08/13 ST-ELECTRICAL	13.14
				..... CHECK TOTAL	82.45
131486	9/04	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	09/13 HEALTH SERVICE	53,668.08
131487	9/04	COMSYS, INCORPORATED	110-01-51102-215-000	9/08-10/7/13 SERVICE	39,585.60
			501-09-50101-215-000	9/08-10/7/13 SERVICE	9,896.40
				..... CHECK TOTAL	49,482.00
131488	9/04	Hwy C SERVICE	110-03-53116-344-000	08/13 WA-SERV/PARTS	190.70
			110-05-55109-341-000	08/13 PA-SERV/PARTS	78.36
			630-09-50101-393-000	08/13 CE #3120 PARTS	71.77
			110-02-52203-344-000	08/13 FD-SERV/PARTS	21.00
				..... CHECK TOTAL	361.83
131489	9/04	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	08/13 ST-ELECTRICAL	41.55
131490	9/04	AMERICAN PLANNING ASSOC	110-01-51601-322-000	10/13-09/14 RENEWAL	845.00
131491	9/04	SHOPKO	631-09-50101-311-000	08/13 EN-MERCHANDISE	17.99
131492	9/04	SIMPLEX GRINNELL	520-09-50201-246-000	FIRE PANEL/SERVICE	470.00
131493	9/04	KENOSHA COUNTY	110-02-52105-283-000	09/13 MONTHLY RENT	11,113.83
131494	9/04	WE ENERGIES	110-05-55111-221-000	#34 07/19-08/19	4,591.11
			633-09-50101-221-000	#34 06/25-07/25	3,848.69
			110-05-55109-221-000	#34 06/23-08/21	2,498.45
			110-03-53109-221-000	#34 07/23-08/21	1,827.24
			110-03-53109-221-000	#34 07/22-08/20	1,602.97
			110-02-52203-221-000	#34 07/25-08/22	1,520.39
			632-09-50101-221-000	#34 06/26-07/25	1,234.43
			522-05-50102-221-000	#34 07/18-08/19	1,105.58
			110-03-53109-221-000	#34 07/24-08/22	1,103.65
			110-05-55109-221-000	#34 07/18-08/18	1,009.57
			110-03-53103-221-000	#34 06/26-07/25	898.74
			110-03-53109-221-000	#34 07/20-08/19	747.94
			110-03-53116-221-000	#34 07/20-08/19	629.69
			110-03-53109-221-000	#34 07/18-08/18	483.56
			110-05-55109-221-000	#34 07/18-08/19	345.13
			110-03-53109-221-000	#34 07/23-08/20	342.61
			520-09-50202-221-000	#34 07/24-08/22	260.34

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-221-000	#34 08/24-08/22	122.15
			110-03-53109-221-000	#34 06/25-07/25	117.50
			110-05-55109-221-000	#34 07/20-08/19	80.39
			519-09-50103-221-000	#34 07/24-08/22	56.83
			110-05-55109-222-000	#34 06/25-07/25	44.73
			110-03-53117-221-000	#34 07/20-08/19	37.42
			110-05-55109-221-000	#34 07/22-08/20	33.12
			110-03-53109-221-000	#34 07/18-08/17	28.87
			110-05-55106-222-000	#34 07/24-08/21	24.76
			522-05-50102-222-000	#34 07/18-08/18	14.25
			520-09-50202-222-000	#34 07/24-08/22	13.05
			110-05-55109-222-000	#34 07/24-08/22	11.54
			110-05-55111-222-000	#34 07/22-08/20	10.02
			110-05-55109-221-000	#34 07/24-08/22	9.97
			110-05-55109-222-000	#34 07/18-08/18	9.61
				..... CHECK TOTAL	24,664.30
131495	9/04	PAYNE & DOLAN INC.	403-11-51102-588-000	07/13 AGGREGATE MTRL	865.89
			110-03-53103-355-000	08/13 ASPHALT MATRLS	565.98
				..... CHECK TOTAL	1,431.87
131496	9/04	REINDERS INC.	630-09-50101-393-000	08/13 PARTS & SERVC	156.88
			630-09-50101-393-000	08/13 #3044 PARTS	150.48
			630-09-50101-393-000	08/13 #3044 PARTS	140.69
			110-05-55109-344-000	08/13 PA #2681 PARTS	128.48
			630-09-50101-393-000	08/13 #2681 PARTS	65.57
				..... CHECK TOTAL	642.10
131497	9/04	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	RETRIFUT FILL PIPES	777.00
			630-09-50101-235-000	08/13 REPR FUEL PUMP	717.15
				..... CHECK TOTAL	1,494.15
131498	9/04	LARK UNIFORM, INC.	110-02-52103-367-000	08/13 #516 UNIFORM	79.95
131499	9/04	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BODY PANELS	440.00
131500	9/04	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	08/13 PHILLIPS LAMPS	976.80
131501	9/04	OFFICEMAX	611-09-50101-155-504	FILE CABINET	379.98
			110-01-51101-311-000	08/13 FN #2608 OFFC	109.55
			110-01-51101-311-000	08/13 FN #2604 OFFC	83.97
			611-09-50101-155-504	08/13 HR #2605 OFFC	36.65
				..... CHECK TOTAL	610.15



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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131511	9/04	TSI, INC	110-02-52203-235-000	CALIBRATION/CLEANING	947.11
131512	9/04	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	3 OF 4-PM PROGRAM	292.00
131513	9/04	UW-STEVENS POINT	110-02-52107-264-000	J ROHDE 10/3-4/13	185.00
131514	9/04	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	07/13 TIRE RECYCLING	900.00
131515	9/04	MOORE OIL	520-09-50106-341-000	08/13 BULK LUBRICATN	1,804.10
131516	9/04	JOHN DEERE CONSTRUCTION	420-11-51301-579-000 403-11-51303-579-000	SNOW EQUIP GRADER & OPTIONS ..... CHECK TOTAL	27,194.25 5,184.00 32,378.25
131517	9/04	SAE CUSTOMS INC.	110-02-52203-344-000	LIGHTING UPGRADE	1,723.94
131518	9/04	MITCHELL CARPETS	404-11-51304-589-000	CARPET	7,262.49
131519	9/04	US HERITAGE GROUP, INC	405-11-51301-589-000	08/13 BEACH HOUSE	6,711.90
131520	9/04	D.W. DAVIES & CO, INC	110-02-52203-344-000 206-02-52205-344-000	WASHER FLUID WASHER FLUID ..... CHECK TOTAL	63.54 28.02 91.56
131521	9/04	CHASE BANK-DTC	304-00-22206-000-000 399-00-22206-000-000 311-00-22206-000-000 313-00-22206-000-000 399-00-22206-000-000 308-00-22206-000-000 304-00-22206-000-000 311-00-22206-000-000 313-00-22206-000-000 399-00-22206-000-000 399-00-22206-000-000 309-00-22206-000-000	8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST	2,425,000.00 2,000,000.00 1,400,000.00 1,000,000.00 700,000.00 500,000.00 443,625.00 219,712.50 172,606.25 57,025.00 47,250.00 8,550.00 8,973,768.75
131522	9/04	SNAP-ON INDUSTRIAL	501-09-50104-361-000	08/13 SW-TOOLS/REPR	135.08

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131523	9/04	GRAINGER	110-05-55109-344-000	08/13 PA-PARTS/MATRL	151.15
			521-09-50101-382-000	08/13 AR-PARTS/MATRL	78.96
			110-05-55109-361-000	08/13 PA-PARTS/MATRL	71.01
				..... CHECK TOTAL	301.12
131524	9/04	HAPPENINGS MAGAZINE	524-05-50101-326-000	SUMMER FEVER SPECL	105.00
131525	9/04	GILLIG CORPORATION	520-09-50201-347-000	BUS PARTS	6,355.08
131526	9/04	SCHOOL-TECH INC	110-02-52108-367-000	ORANGE THERM PARKA,	278.88
			110-02-52108-367-000	ORANGE THERM PARKA,	269.88
			110-02-52108-367-000	ORANGE THERM PARKA,	94.96
			110-02-52108-367-000	ORANGE THERM PARKA,	89.96
			110-02-52108-367-000	ECONO LANYARD, GOLD,	13.20
				..... CHECK TOTAL	746.88
131527	9/04	LGIP MUSEUM	110-00-21805-000-000	8/30/13 WIRE TRANS	126,100.00
131528	9/04	TOSONI, MARIO & MARGARET	110-00-21106-000-000	2012 TAX-420 57 ST	698.37
131529	9/04	STEITZ, JONATHAN & KELLI	110-00-21106-000-000	2012 TAX-3902 SHER	108.12
131530	9/04	DEBARTOLO, TONY	110-00-21106-000-000	2012 TAX REFUND	11.42
131531	9/04	LEMENS, MICHAEL	110-03-53101-264-000	8/24-27/13 CHICAGO	945.00
			110-03-53101-261-000	07/08/13 1063 MILES	600.60
			110-03-53101-261-000	03-04/13 606 MILES	342.39
			110-03-53101-263-000	5/08-10/13 LACROSSE	264.00
			110-03-53101-261-000	01-02/13 391 MILES	220.92
			110-03-53101-262-000	2/12/13 CLEVELAND	153.80
			110-03-53101-261-000	05-06/13 155 MILES	87.58
			110-03-53101-261-000	5/08-10/13 LACROSSE	75.00
			110-03-53101-263-000	8/24-27/13 CHICAGO	60.00
			110-03-53101-264-000	4/09/13 MILWAUKEE	42.00
			110-03-53101-262-000	8/24-27/13 CHICAGO	34.00
			110-03-53101-261-000	2/12/13 CLEVELAND	16.74
			110-03-53101-261-000	8/24-27/13 CHICAGO	15.00
			110-03-53101-263-000	8/22/13 MINOCQUA	3.47
				..... CHECK TOTAL	2,860.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131532	9/04	BILLINGSLEY, SHELLY	501-09-50101-263-000	8/25-28 CHICAGO	305.57
			631-09-50101-263-000	8/25-28 CHICAGO	305.56
			501-09-50101-262-000	8/25-28 CHICAGO	15.25
				..... CHECK TOTAL	626.38
131533	9/04	PACETTI, FRANK	110-01-51301-262-000	APWA CONF TRAVEL EXP	35.50
131534	9/04	WHAPLES, KATIE	501-09-50103-367-000	SAFETY VEST	49.87
131535	9/06	ABILITY GLASS, INC	520-09-50202-246-000	TEMPERED GLASS	426.20
131536	9/06	RNOW, INC.	630-09-50101-393-000	08/13 PARTS/MATERIAL	77.14
131537	9/06	INTERSTATE ELECTRIC SUPPLY	501-09-50105-246-000	08/13-SW ELECTRICAL	94.08
			110-03-53103-246-000	08/13-ST ELECTRICAL	94.08
			110-03-53109-361-000	08/13-ST ELECTRICAL	85.32
			110-03-53109-375-000	08/13-ST ELECTRICAL	30.77
			110-03-53109-375-000	08/13-ST ELECTRICAL	21.28
			110-03-53103-389-000	08/13-ST ELECTRICAL	11.28
				..... CHECK TOTAL	336.81
131538	9/06	JANTZ AUTO SALES INC	110-02-52103-219-000	07/13 13-112297 TOW	25.00
131539	9/06	CARDINAL HEALTH	206-02-52205-318-000	08/13 FD MEDICAL SUP	854.03
			206-02-52205-318-000	08/13 FD MEDICAL SUP	148.11
			206-02-52205-318-000	08/13 FD MEDICAL SUP	120.47
				..... CHECK TOTAL	1,122.61
131540	9/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/06/13 CITY HRLY	11,047.64
			110-00-21562-000-000	09/06/13 WATER HRLY	4,012.87
			110-00-21562-000-000	09/06/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	15,085.51
131541	9/06	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	09/13 ANIMAL CONTRL	11,888.51
131542	9/06	LEAGUE OF WISCONSIN	110-01-51303-264-000	PFC WORKSHOP	375.00
131543	9/06	BADGER TRUCK CENTER	630-09-50101-393-000	08/13 SE #2597 PARTS	1,767.88
			630-09-50101-393-000	08/13 SE #2597 PARTS	1,579.72
			630-09-50101-393-000	08/13 SE #2597 PARTS	62.54
			630-09-50101-393-000	08/13 SE #2502 PARTS	48.72
				..... CHECK TOTAL	3,458.86

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131544	9/06	LORENZ TOPSOIL	110-05-55104-353-000	07/13 PA PULVERIZED	110.00
131545	9/06	TRAFFIC & PARKING CONTROL CO	110-03-53109-374-000 520-09-50202-249-000	GROMMET 08/13-PARKING PERMIT ..... CHECK TOTAL	140.00 124.82 264.82
131546	9/06	WILLKOMM INC., JERRY	521-09-50101-341-000	08/13-AR DIESEL FUEL	2,612.79
131547	9/06	LEITCH PRINTING CORP.	110-01-50901-311-000	08/13 AS ENVELOPES	335.61
131548	9/06	REINDERS INC.	630-09-50101-393-000 630-09-50101-393-000 524-05-50101-344-000 110-05-55109-344-000 524-05-50101-344-000	PARTS FOR FLEET 3044 08/13-SE#3044 PARTS/ PARTS/SERVICES 08/13-PA PARTS/SERVI 08/13-GO PARTS/SERVI ..... CHECK TOTAL	2,986.89 569.65 235.30 34.69 27.88 3,854.41
131549	9/06	WISCONSIN FUEL & HEATING	520-09-50106-341-000	08/13-TD DIESEL FUEL	26,156.63
131550	9/06	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	08/13-GO PARTS/SERVI	31.93
131551	9/06	KENOSHA WATER UTILITY	110-00-21914-000-000 110-00-21913-000-000	08/13 BILL COLLECT 08/13 TEMP PERMITS ..... CHECK TOTAL	16,066.93 5,826.88 21,893.81
131552	9/06	INLAND DETROIT DIESEL	630-09-50101-393-000	08/13-SE PARTS/MATER	632.04
131553	9/06	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT ..... CHECK TOTAL	20,094.98 11,235.66 11,235.50 3,066.95 3,066.79 48,699.88
131554	9/06	WIS DEPT OF REVENUE	110-00-21581-000-000	08/13 DEDUCTIONS	924.70
131555	9/06	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000 501-09-50104-344-000	07/13-CE HYDRAULIC F 08/13-CE#2599 HYDRAU 08/13-SW HYDRAULIC F ..... CHECK TOTAL	60.30 56.50 30.37 147.17

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131556	9/06	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000 110-00-46209-999-000	07/13 BILLING FEE 07/13 SERVICE ..... CHECK TOTAL	11,953.19 291.48 12,244.67
131557	9/06	REGISTRATION FEE TRUST	110-09-56519-909-000 110-09-56519-909-000	TITLE & REG #3239 TITLE & REG #3238 ..... CHECK TOTAL	74.50 74.50 149.00
131558	9/06	VERMEER SALES & SERVICE	630-09-50101-393-000	08/13-SE#3009 PARTS/	958.08
131559	9/06	AECOM TECHNICAL SERVICES INC	420-11-51204-219-000 420-11-51204-219-000 420-11-51204-219-000	7/6-8/2 GENERAL 6/1-7/5 GENERAL 5/4-7/5 RFR SUPPT ..... CHECK TOTAL	3,058.34 1,790.70 479.55 5,328.59
131560	9/06	MESSERLI & KRAMER P.A.	110-00-21581-000-000	09/06/13 DEDUCTION	160.78
131561	9/06	CICCHINI ASPHALT LLC	402-11-51211-589-000 403-11-51315-588-000	EST 1 THRU 8/15/13 EST 1 THRU 8/15/13 ..... CHECK TOTAL	68,083.64 33,591.80 101,675.44
131562	9/06	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000 420-11-51204-219-000 403-11-51008-589-000	2/23-3/30 SERVICES 6/3-8/2 BEBR SUPPT 3/30-6/28 SERVICES ..... CHECK TOTAL	2,434.23 1,344.24 287.70 4,066.17
131563	9/06	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	09/03/13 MED CLAIMS 08/30/13 MED CLAIMS 09/04/13 MED CLAIMS 09/05/13 MED CLAIMS 09/03/13 PHARMACY 09/05/13 PHARMACY 08/30/13 PHARMACY 09/04/13 PHARMACY ..... CHECK TOTAL	86,514.64 79,879.45 28,707.73 17,612.41 12,476.85 3,452.34 3,266.47 2,296.51 234,206.40
131564	9/06	CUMMINS NPOWER, LLC	630-09-50101-393-000 520-09-50201-347-000	07/13 SE PARTS/SERVI 08/13 TD PARTS/SERVI ..... CHECK TOTAL	1,219.77 151.90 1,371.67

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131565	9/06	EMERGING COMMUNITIES CORP	420-11-51010-589-000	09/13 SERVICES	2,500.00
131566	9/06	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	09/06/13 DEDUCTION	32.37
131567	9/06	MALSACK, J	463-11-51102-219-000 461-11-51301-581-000 463-11-51202-219-000 463-11-51102-219-000	8/13 WEED/GRASS "A" 8/13 WEED/GRASS "B" 8/13 WEED/GRASS "C" ADDL/DELETED LOCALE	1,234.79 970.40 904.87 32.91CR
				..... CHECK TOTAL	3,077.15
131568	9/06	CRIVELLO-CARLSON	110-09-56402-219-000	5/09-7/31 R JOHNSON	4,711.00
131569	9/06	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	09/06/13 CITY HRLY 09/06/13 WATER HRLY	950.00 534.62
				..... CHECK TOTAL	1,484.62
131570	9/06	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000	CHILLUS DOL 9/9/10 BEAL DOL 3/05/08 NELSON DOL 1/10/11 MEDINA DOL 11/14/08 WILLIAMS DOL 6/30/11	655.00 330.00 137.00 121.00 77.00
				..... CHECK TOTAL	1,320.00
131571	9/06	GOVERNMENT FINANCE OFFICERS	110-01-51101-322-000 110-01-51101-322-000	FINANCE SUBSCRIPT 9/13-8/14 REVIEW RNW	180.00 50.00
				..... CHECK TOTAL	230.00
131572	9/06	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	09/06/13 DEDUCTION 09/06/13 DEDUCTION 09/06/13 DEDUCTION	323.00 104.00 87.00
				..... CHECK TOTAL	514.00
131573	9/06	USA PAYDAY LOANS	110-00-21581-000-000	09/06/13 DEDUCTION	61.61
131574	9/06	HANSMANN PRINTING	631-09-50101-311-000 110-02-52201-311-000	08/13 EN-BUS CARDS 08/13 FD-BUS CARDS	84.00 52.00
				..... CHECK TOTAL	136.00
131575	9/06	SAE CUSTOMS INC.	414-11-51309-561-000 110-02-52203-344-000	LIGHTS & EQUIPMENT REMOTE CABLE	2,234.12 58.00
				..... CHECK TOTAL	2,292.12

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131576	9/06	CHICAGOLAND CHAMBER OF	222-09-50101-323-000	TRI-STATE ALLIANCE	2,500.00
131577	9/06	MENARDS (KENOSHA)	501-09-50105-344-000 110-05-55109-357-000 501-09-50105-353-000	08/13-SW MERCHANDISE 08/13-PA MERCHANDISE 08/13-SW MERCHANDISE ..... CHECK TOTAL	315.90 25.40 19.99 361.29
131578	9/06	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000	GLOVE-WATERPROOF, IS2-WHITE HJC GLOVE-WATERPROOF, GLV-AIR FLOW, MENS, ..... CHECK TOTAL	90.00 85.45 63.00 40.50 278.95
131579	9/06	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	7/3-10/13 W/C	112.00
131580	9/06	WIS SCTF	110-00-21581-000-000	09/06/13 HRLY DEDCT	1,463.32
131581	9/06	HALLMAN LINDSAY	110-05-55104-249-000 110-01-51801-389-000	08/13-PA PAINT/PRODU 08/13-MB PAINT/PRODU ..... CHECK TOTAL	299.60 22.58 322.18
131582	9/06	ROCKFORD IND. WELDING	632-09-50101-235-000	07/13 SUPPLIES/MATER	605.00
131583	9/06	FABCO RENTS	501-09-50105-282-000	08/13 SW EQUIPMENT R	1,706.50
131584	9/06	HAPPENINGS MAGAZINE	222-09-50101-259-908 222-09-50101-259-908	8/22/13 PB&J AD 08/15/13 PB&J AD ..... CHECK TOTAL	413.00 413.00 826.00
131585	9/06	LAKESHORE BID DISTRICT	110-00-21815-000-000	2013 ASSESSMENT	26,665.71
131586	9/06	PROCESSWORKS INC.	110-00-21578-000-000	09/03/13 CHECK REG	226.25
131587	9/06	TASER INTERNATIONAL	110-02-52103-365-000	CARTRIDGE - 21'	1,117.02
131588	9/06	KENOSHA TIRE	110-02-52203-344-000	07/13-FD TIRES/INSTA	12.00
131589	9/06	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000 110-09-56405-161-000	7/29/13 W/C 7/29-31/13 W/C ..... CHECK TOTAL	533.46 137.52 670.98

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131590	9/06	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/13/13 W/C	262.65
131591	9/06	AURORA HEALTH CARE	110-09-56405-161-000	7/6/13 W/C	1,148.42
131592	9/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/06/13 DEDUCTION	86.03
131593	9/06	TIM O'BRIEN HOMES	110-00-21917-000-000	6905 155 AVE	950.00
			110-00-21917-000-000	6828 154TH AVE	950.00
			110-00-21917-000-000	2817 16 ST	950.00
				..... CHECK TOTAL	2,850.00
131594	9/06	PETERSON, MICHAEL JR	110-00-21905-000-000	BEACHHOUSE 8/24/13	100.00
131595	9/06	ANDRO, BARRY	611-00-49135-000-000	SEPT HEALTH PREMIUM	556.58
131596	9/06	FREDERICKSEN, JAMES	110-00-13101-000-000	3RD QTR HEALTH PREM	2,087.16
131597	9/06	SHERROD, LARRY D	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
131598	9/06	SCHNELL, MICHAEL	110-00-44709-000-000	BARTENDER LICENSE	50.00
131599	9/06	SCHILLER, DAWN A	110-00-44709-000-000	BARTENDER LICENSE	50.00
131600	9/06	DRAEGER, TRAVIS N	110-00-44709-000-000	BARTENDER LICENSE	50.00
131601	9/06	ABDELJABER, MOTASEM J	110-00-44709-000-000	BARTENDER LICENSE	50.00
131602	9/06	VICE, COLLEEN	110-00-21905-000-000	ORIBILETTI-08/24/13	300.00
131603	9/06	WORTH, ROSEMARY	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
131604	9/06	FDIC RECEIVERSHIP ORE	110-00-21112-000-000	SPCL ASMT 20&26 AVE	21.15
131605	9/06	GAIRABETOFF, ALEX	110-09-56404-719-000	VEH DMG 8/14/13	239.38
131606	9/06	UELLEN, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00
131607	9/06	TRUSTONE FINANCIAL	110-00-21112-000-000	SPCL ASMT 1935 56TH	10.92
131608	9/06	KREWSON, SHARON	110-01-51601-261-000	08/13 536 MILES	302.84

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131609	9/06	DUFFY, KENNETH T.	110-02-52102-263-000	08/08/13 WHITEWATER	8.00
131610	9/06	MAY, DAVID	110-02-52102-263-000	08/08/13 WHITEWATER	8.00
131611	9/06	MUTCHLER, VINCENT L.	110-09-56405-161-000	8/28/13 W/C	1,368.63
			110-09-56405-161-000	8/28/13 W/C	1,134.38
				..... CHECK TOTAL	2,503.01
131612	9/06	SWARTZ, MARTHA E.	110-01-51601-261-000	08/13 378 MILES	213.57
131613	9/06	KRYSTOWIAK, PETER	110-01-50901-261-000	6-8/13 217 MILES	122.61
131614	9/06	NOSALIK, JOSEPH	110-02-52107-263-000	8/14/13-FRANKLIN	8.00
131615	9/06	MIKOLAS, KEVIN	110-01-51601-261-000	08/13 780 MILES	440.70
131616	9/06	WILKE, BRIAN	110-01-51601-261-000	08/13 61 MILES	34.47
131617	9/06	CHIAPPETTA, LOUIS	110-01-51601-261-000	08/13 399 MILES	225.44
131618	9/06	WASHINGTON, AL	110-01-50901-261-000	08/13 188 MILES	106.22
131619	9/06	ZELLER, JOSHUA	110-02-52107-263-000	8/14/13 FRANKLIN	8.00
131620	9/06	CRUEY, EDWARD	110-01-50901-261-000	08/13 241 MILES	136.17
131621	9/06	SANCHEZ, MARGARITO	110-01-51601-261-000	08/13 354 MILES	200.01
131622	9/06	HILL, RYAN	110-02-52103-263-000	8/29/13 WINNEBAGO	12.00
131623	9/11	ABILITY GLASS, INC	520-09-50401-249-000	08/13 TD EMERGENCY R	44.00
131624	9/11	BINDELLI BROTHERS, INC	110-09-56501-259-569	08/13 627 56 ST BOAR	176.00
131625	9/11	CLERK OF CIRCUIT COURT	110-01-50301-219-000	11 SMALL CLAIMS	68.75
131626	9/11	VIKING ELECTRIC SUPPLY	110-03-53103-246-000	08/13-ST ELECTRICAL	35.38
			110-03-53109-375-000	08/13-ST ELECTRICAL	2.69
				..... CHECK TOTAL	38.07

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131627	9/11	HWY C SERVICE	501-09-50106-361-000 110-05-55109-344-000	08/13-PA SERVICE/PAR 08/13-PA SERVICE/PAR ..... CHECK TOTAL	262.00 6.70 268.70
131628	9/11	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000	08/13 MEDICAL SUPPL 08/13 MEDICAL SUPPL ..... CHECK TOTAL	640.64 121.76 762.40
131629	9/11	KRANZ, INC.	630-09-50101-393-000	08/13 CE-PRODUCTS	944.30
131630	9/11	LABOR PAPER, THE	110-01-50101-321-000 110-01-50101-321-000 110-01-51601-321-000	08/13 TID #16 LEGAL 08/13 1ST/2ND ORDS 08/13 JT REVIEW ..... CHECK TOTAL	62.20 27.84 12.88 102.92
131631	9/11	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	LAB 13-106560 LAB 13-112847 LAB 13-121525 ..... CHECK TOTAL	99.20 49.60 49.60 198.40
131632	9/11	FIRST SUPPLY CO.	110-05-55109-249-000	08/13 PA SUPPLIES AN	720.66
131633	9/11	LORENZ TOPSOIL	501-09-50105-353-000	08/13-SW TOPSOIL	55.00
131634	9/11	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	REPAIR CONTROLLER	575.00
131635	9/11	WIS DEPT OF REVENUE	110-00-21512-000-000	8/16-31/13 DEDUCTS	120,285.97
131636	9/11	WE ENERGIES	110-01-51801-221-000 520-09-50301-221-000 520-09-50401-221-000 110-05-55111-221-000 521-09-50101-221-000 110-02-52203-221-000 521-09-50101-221-000 110-05-55109-221-000 110-03-53103-221-000 110-02-52203-221-000 110-03-53109-221-000 110-01-51802-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55111-221-000 110-03-53109-221-000 110-05-55109-221-000 110-02-52110-221-000	#35 07/29-08/27 #35 07/30-08/28 #35 07/25-08/26 #35 07/29-08/27 #35 07/31-08/28 #35 07/25-08/25 #35 07/29-08/27 #35 07/26-08/26 #35 07/25-08/26 #35 07/30-08/28 #35 07/29-08/27 #35 912 35TH ST #35 07/31-08/29 #35 07/26-08/26 #35 07/30-08/28 #35 07/28-08/26 #35 07/25-08/25 #35 07/26-08/26 #35 07/02-07/31 #35 07/27-08/26 #35 07/28-08/26	7,428.87 4,079.81 2,441.35 1,894.30 1,679.65 1,629.24 1,454.20 1,198.77 1,090.67 991.92 863.91 680.09 506.77 504.24 440.98 425.04 274.29 243.22 218.23 154.45 136.03

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-222-000	#35 07/25-08/25	134.64
			110-03-53103-221-000	#35 07/25-08/25	127.99
			110-02-52203-222-000	#35 07/30-08/28	68.99
			110-01-51801-222-000	#35 07/28-08/26	67.41
			110-05-55109-221-000	#35 07/14-08/12	66.67
			110-02-52203-222-000	#35 07/24-08/22	66.04
			110-03-53116-222-000	#35 07/28-08/26	56.61
			110-02-52203-222-000	#35 07/28-08/26	56.13
			110-05-55109-222-000	#35 07/25-08/25	49.08
			110-05-55109-221-000	#35 07/31-08/29	48.28
			633-09-50101-222-000	#35 07/25-08/24	46.34
			521-09-50101-222-000	#35 07/30-08/28	46.13
			520-09-50301-222-000	#35 07/29-08/27	42.44
			632-09-50101-222-000	#35 07/25-08/25	27.77
			520-09-50401-222-000	#35 07/24-08/22	24.65
			110-05-55109-221-000	#35 07/29-08/27	21.96
			110-02-52203-222-000	#35 07/25-08/25	21.74
			110-01-51802-221-000	#35 2210 52ND ST	19.31
			110-03-53103-221-000	#35 07/26-08/26	18.32
			110-05-55111-222-000	#35 07/28-08/26	17.98
			110-02-52110-222-000	#35 07/28-08/26	13.51
			521-09-50101-221-000	#35 07/31-08/28	13.44
			110-05-55109-222-000	#35 07/29-08/27	8.99
			110-02-52103-222-000	#35 07/31-08/29	8.99
			110-05-55102-221-000	#35 07/29-08/27	8.85
				..... CHECK TOTAL	29,418.29
131637	9/11	WIS DEPT OF ADMINISTRATION	110-00-44802-000-000	25 PERMIT SEALS	760.00
131638	9/11	PAYNE & DOLAN INC.	110-03-53103-355-000	08/13-ASPHALT MATERI	512.90
131639	9/11	REINDERS INC.	524-05-50101-344-000	PARTS FOR #2573	1,318.86
			524-05-50101-344-000	PARTS FOR #2775	778.63
				..... CHECK TOTAL	2,097.49
131640	9/11	KENOSHA WATER UTILITY	205-03-53119-224-000	HYDRANT-COMPOST SITE	89.22
131641	9/11	WISCONSIN FUEL & HEATING	630-09-50101-392-000	08/13-CE DIESEL FUEL	24,785.84
			630-09-50101-393-000	08/13-CE LUBRICANTS/	1,586.31
				..... CHECK TOTAL	26,372.15

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131642	9/11	BADGER OIL EQUIPMENT CO.	520-09-50201-317-000	TLS-350 PAPER	30.79
131643	9/11	C.J.W., INC.	524-05-50101-397-000	08/13-GO CONSUMABLE	131.50
131644	9/11	DON'S AUTO PARTS	630-09-50101-393-000	09/13 SE #3091 PARTS	44.88
			630-09-50101-393-000	08/13 SE #2994 PARTS	24.00
				..... CHECK TOTAL	68.88
131645	9/11	R & J WINDOW CLEANING, CO.	110-01-51801-243-000	CLEAN EXTERIOR GLASS	446.00
131646	9/11	FABCO EQUIPMENT, INC.	630-09-50101-393-000	08/13 SE PARTS & MAT	613.10
			630-09-50101-393-000	08/13 SE #2597 PARTS	205.49
			630-09-50101-393-000	08/13 SE PARTS & MAT	193.01
			630-09-50101-393-000	08/13 SE #1993 PARTS	51.32
				..... CHECK TOTAL	1,062.92
131647	9/11	NATIONAL SPRING, INC.	110-02-52203-344-000	08/13-FD ENG#7 SPRIN	205.17
131648	9/11	ACL LABORATORIES	110-02-52101-219-000	LAB 13-097714	21.60
131649	9/11	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	06/13-FD IDENTIFIERS	246.27
131650	9/11	TDS	110-01-51801-227-000	09/13 PHONE SERVICE	5,425.97
			110-00-15202-000-000	09/13 PHONE SERVICE	2,126.37
			520-09-50301-227-000	09/13 PHONE SERVICE	883.39
			110-03-53103-227-000	09/13 PHONE SERVICE	561.92
			110-00-14401-000-000	09/13 PHONE SERVICE	559.45
			632-09-50101-227-000	09/13 PHONE SERVICE	388.60
			110-05-55109-227-000	09/13 PHONE SERVICE	363.00
			521-09-50101-227-000	09/13 PHONE SERVICE	331.78
			501-09-50101-227-000	09/13 PHONE SERVICE	221.19
			110-03-53116-227-000	09/13 PHONE SERVICE	213.35
			520-09-50401-227-000	09/13 PHONE SERVICE	139.98
			110-02-52108-225-000	09/13 PHONE SERVICE	123.90
			110-02-52110-227-000	09/13 PHONE SERVICE	89.45
			524-05-50101-227-000	09/13 PHONE SERVICE	89.20
			206-02-52205-227-000	09/13 PHONE SERVICE	65.35
			110-02-52203-227-000	09/13 PHONE SERVICE	62.55
			110-02-52108-225-000	09/13 PHONE CALLS	41.59
			110-05-55111-227-000	09/13 PHONE SERVICE	36.80
			520-09-50202-227-000	09/13 PHONE SERVICE	31.66
			110-02-52110-225-000	09/13 PHONE CALLS	30.84
			110-01-51801-225-000	09/13 PHONE CALLS	15.07
			524-05-50101-225-000	09/13 PHONE CALLS	5.02
			110-05-55111-225-000	09/13 PHONE CALLS	2.48
			110-05-55109-225-000	09/13 PHONE CALLS	2.48
			520-09-50301-225-000	09/13 PHONE CALLS	2.11
			110-03-53103-225-000	09/13 PHONE CALLS	1.60
			632-09-50101-225-000	09/13 PHONE CALLS	1.56

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50101-225-000	09/13 PHONE CALLS	.60
			521-09-50101-225-000	09/13 PHONE CALLS	.54
			520-09-50401-227-000	09/13 PHONE CALLS	.30
			110-03-53116-225-000	09/13 PHONE CALLS	.15
				..... CHECK TOTAL	11,818.25
131651	9/11	OFFICEMAX	110-02-52201-311-000	08/13-F0#2607 OFFICE	484.30
			501-09-50101-311-000	08/13-ST#2606 OFFICE	226.99
			110-02-52103-311-000	08/13-PD#2614 OFFICE	144.24
			501-09-50101-311-000	08/13-ST#2606 OFFICE	42.14
			110-02-52201-311-000	08/13-FD#2607 RETURN	266.88CR
				..... CHECK TOTAL	630.79
131652	9/11	PREISS, IRENE	110-02-52203-165-000	09/13 BENEFITS	410.53
131653	9/11	ZAK, PAUL	110-02-52203-165-000	09/13 BENEFITS	861.97
131654	9/11	INDUSTRIAL MARKETING	630-09-50101-393-000	08/13-SE SWEEPER PAR	119.67
131655	9/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	08/13 SW TOOLS AND S	299.31
			501-09-50105-357-000	08/13 SW TOOLS AND S	289.40
			110-03-53103-389-000	08/13 ST TOOLS AND S	254.50
			110-05-55109-361-000	08/13 PA TOOLS AND S	19.79
				..... CHECK TOTAL	863.00
131656	9/11	STATE EMPLOYMENT RELATIONS	110-01-51303-219-000	DETECTV & LT TESTS	895.00
131657	9/11	CARMICHAEL COMMUNICATIONS	222-09-50101-259-908	PARTIAL 2013 PB&J	3,500.00
131658	9/11	SIGN A RAMA	110-00-44804-000-000	PERMIT 3700 WASH RD	90.00
131659	9/11	HARRIS GOLF CARS SALES/SERV	524-05-50101-713-000	07/13 REPAIR GOLF CA	53.63
131660	9/11	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	08/13 SW STRUCTURES/	55.00
131661	9/11	TRIANGLE APPLIANCE	524-05-50101-235-000	REPAIR DISHWASHER	165.47
131662	9/11	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS 13-084688	73.39
131663	9/11	GEIS BUILDING PRODUCTS, INC	110-03-53117-246-000	ROLL PIN	205.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131671	9/11	JENSEN TOWING	110-02-52103-219-000	08/13-#13-117838 TOW	45.00
131672	9/11	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	08/13 COMPACTOR RENT	697.49
131673	9/11	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	08/13-SE PARTS/LABOR	98.75
131674	9/11	DWD	110-09-56405-162-000	FY 14 W/C ASSESSMNT	22,706.00
131675	9/11	KENOSHA COUNTY TREASURER	110-00-21106-000-000	RE TAX PD IN ERROR	22,417.59
131676	9/11	BCF CONSTRUCTION CORP	405-11-51217-589-822	FINAL-CONTINGENCY	8,434.77
131677	9/11	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	08/13-TIRE RECYCLING	900.00
131678	9/11	FASTENAL COMPANY	110-05-55109-361-000	08/13 PA TOOLS/MATER	33.29
			110-05-55109-249-000	07/13 PA TOOLS/MATER	27.05
			110-05-55109-361-000	08/13 PA TOOLS/MATER	24.45
			632-09-50101-389-000	08/13 SE TOOLS/MATER	20.01
			110-05-55109-249-000	07/13 PA TOOLS/MATER	7.79
			110-03-53109-389-000	08/13 ST TOOLS/MATER	4.76
			110-05-55109-361-000	07/13 PA TOOLS/MATER	3.13
			110-05-55109-361-000	08/13 PA TOOLS/MATER	2.02
				..... CHECK TOTAL	122.50
131679	9/11	STEPP EQUIPMENT CO.	630-09-50101-393-000	08/13-SE#2395 PARTS/	262.21
131680	9/11	SCHERRER CONSTRUCTION CO INC	405-11-51208-219-000	FINAL-SPLASHPAD PRJ	6,818.59
131681	9/11	FREDERICK, KAREN	611-09-50101-155-504	WASTE CANS/WELLNESS	84.02
131682	9/11	J EWENS DESIGN INC	110-02-52103-344-000	GRAPHICS	278.45
131683	9/11	WMCCA	110-01-52001-264-000	S DELGADO 10/9/13	265.00
131684	9/11	FEDERAL RESERVE BANK/CHICAGO	110-01-51301-264-000	BOSMAN 9/27/13	75.00
131685	9/11	KENOSHA COUNTY INFORMATION	110-02-52101-219-000	DATA COSTS-10-12/13	450.00
131686	9/11	WASTE MANAGEMENT	633-09-50101-253-000	09/13-LI WEEKLY PICK	92.85
			521-09-50101-219-000	09/13-AR PAPER RECYC	55.70
			110-01-51801-246-000	09/13-MB PULL CHARGE	55.70
				..... CHECK TOTAL	204.25

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131687	9/11	MENARDS (KENOSHA)	110-02-52203-382-000	08/13-FD#2 MERCHANDI	308.86
			110-05-55109-361-000	08/13-PA MERCHANDISE	119.16
			110-02-52106-365-000	08/13-PD MERCHANDISE	86.91
			501-09-50105-361-000	08/13-SW MERCHANDISE	43.97
			633-09-50101-382-000	08/13-LI MERCHANDISE	29.81
			501-09-50105-344-000	08/13-SW MERCHANDISE	19.39
				..... CHECK TOTAL	608.10
131688	9/11	HALLMAN LINDSAY	110-05-55104-249-000	08/13 PA PAINT/PRODU	187.25
131689	9/11	MDTION INDUSTRIES	524-05-50101-344-000	FLEET 2280 PARTS	22.38
			524-05-50101-344-000	FLEET 2280 PARTS	12.35
				..... CHECK TOTAL	34.73
131690	9/11	WHOLESALE DIRECT INC	630-09-50101-393-000	08/13 CE PARTS/MATER	185.54
131691	9/11	WISCONSIN MUNICIPAL COURT	110-01-52001-323-000	DUES-S DELGADO	40.00
131692	9/11	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	08/13 #3020 PARTS &	481.03
131693	9/11	ERICKSON AUTO TRIM	630-09-50101-393-000	08/13 SE #2601 UPHOL	125.00
131694	9/11	RIMKUS, JASON	761-09-50101-111-000	09/01-15/13 SERVICE	1,933.04
			761-00-21514-000-000	09/01-15/13 SERVICE	28.03CR
			761-00-21599-000-000	09/01-15/13 SERVICE	96.65CR
			761-00-21512-000-000	09/01-15/13 SERVICE	108.90CR
			761-00-21511-000-000	09/01-15/13 SERVICE	119.85CR
			761-00-21513-000-000	09/01-15/13 SERVICE	224.00CR
				..... CHECK TOTAL	1,355.61
131695	9/11	PIRO, RALPH	761-09-50101-111-000	09/01-15/13 SERVICE	916.45
			761-00-21514-000-000	09/01-15/13 SERVICE	13.29CR
			761-00-21599-000-000	09/01-15/13 SERVICE	25.00CR
			761-00-21512-000-000	09/01-15/13 SERVICE	40.70CR
			761-00-21511-000-000	09/01-15/13 SERVICE	56.82CR
			761-00-21513-000-000	09/01-15/13 SERVICE	77.00CR
				..... CHECK TOTAL	703.64
131696	9/11	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	08/13 SE PARTS & MAT	245.74
			630-09-50101-393-000	08/13 SE #3155 PARTS	116.84
				..... CHECK TOTAL	362.58

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131697	9/11	RED THE UNIFORM TAILOR	110-02-52206-367-000	08/13 FD-UNIFORMS	72.95
131698	9/11	WIS SUPREME COURT	110-01-52001-264-000	NORTON/DELGADO	40.00
131699	9/11	TURNING POINT SYSTEMS GROUP	403-11-51316-579-000	GPS SURVEY EQUIPMENT	11,010.00
131700	9/11	AURORA HEALTH CARE	110-01-51303-216-000	08/13 SCREENS	1,882.00
			110-02-52103-219-000	08/13 SCREENS	536.00
			520-09-50101-216-000	08/13 SCREENS	512.00
				..... CHECK TOTAL	2,930.00
131701	9/11	GALA CORPORATION	110-00-44202-000-000	CLASS A RETAIL BEER	350.00
131702	9/11	TIM O'BRIEN HOMES	501-00-21128-000-000	ESCROW-6828 154 AVE	2,000.00
131703	9/11	CHAMBLEE, KYLIE	110-00-44709-000-000	BARTENDER LICENSE	50.00
131704	9/11	WRIGHT, NANCY	501-09-50101-433-000	SWU #9760 OVERPAY	25.04
131705	9/11	LOVELACE, VANESSA	110-00-21905-000-000	BEACH HOUSE-8/31/13	300.00
131706	9/11	BOX-MAHONEY, MICHAEL	110-00-21905-000-000	BEACH HOUSE-9/1/13	300.00
131707	9/11	JENKINS, BARBARA	110-00-21905-000-000	BEACH HOUSE-9/2/13	100.00
131708	9/11	ROCKLAW, THOMAS B	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
131709	9/11	WELLCRAFT CONTRACTING	110-00-44804-000-000	PERMIT 4432 17 AVE	60.00
131710	9/11	LENCI, MAURO	632-09-50101-261-000	7-8/13 93.6 MILES	52.89
131711	9/11	BUCK, WAYDE B	521-09-50101-261-000	06/13 207 MILES	116.96
			521-09-50101-261-000	07/13 137 MILES	77.41
				..... CHECK TOTAL	194.37
131712	9/11	REINING, BRIAN F.	110-01-51601-261-000	08/13 29 MILES	16.39
131713	9/11	LUELLEN, JONATHAN	110-02-52103-263-000	8/23/13 WINNEBAGO	8.00
131714	9/11	ARNOLD, WARREN J	110-02-52103-263-000	B/23/13 WINNEBAGO	8.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131715	9/11	MEERSCHAERT, GARY	110-01-51601-261-000	08/13 724 MILES	409.06
			110-01-51601-261-000	9/3-6/13 168 MILES	94.92
				..... CHECK TOTAL	503.98
131716	9/11	MOORE, MICHAEL	110-01-51601-261-000	08/13 592 MILES	334.48
131717	9/13	HWY C SERVICE	501-09-50105-235-000	08/13-SW SERVICE/PAR	285.50
131718	9/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/13/13 CITY SAL	39,896.48
			110-00-21562-000-000	09/13/13 CITY HRLY	11,081.64
			110-00-21562-000-000	09/13/13 LIBRARY SAL	6,515.89
			110-00-21562-000-000	09/13/13 WATER SAL	5,979.00
			110-00-21562-000-000	09/13/13 WATER HRLY	3,891.87
			110-00-21562-000-000	09/13/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	67,389.88
131719	9/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	09/13/13 CITY SAL	852.93
			110-00-21541-000-000	09/13/13 LIBRARY SAL	217.50
			110-00-21541-000-000	09/13/13 WATER SAL	128.35
				..... CHECK TOTAL	1,198.78
131720	9/13	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	LAB #13-119401	49.60
131721	9/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	09/13/13 CITY SAL	85,834.00
			110-00-21563-000-000	09/13/13 WATER SAL	25.00
				..... CHECK TOTAL	85,859.00
131722	9/13	WILLKOMM INC., JERRY	630-09-50101-392-000	08/13-SE DIESEL FUEL	24,280.86
131723	9/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	09/13/13 DEDUCTION	308.23
131724	9/13	KENOSHA WATER UTILITY	461-11-51201-581-000	6/30-8/31/13 UTILS	37.50
			461-11-51201-581-000	6/30-8/31/13 UTILS	32.02
			461-11-51201-581-000	6/30-8/31/13 UTILS	30.92
			461-11-51201-581-000	5/31-7/31/13 UTILS	29.78
			461-11-51201-581-000	5/31-7/31/13 UTILS	28.68
			461-11-51201-581-000	5/31-7/31/13 UTILS	27.58
				..... CHECK TOTAL	186.48
131725	9/13	WISCONSIN FUEL & HEATING	630-09-50101-391-000	08/13-SE UNLEADED GA	24,591.16

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131726	9/13	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	08/13 PA PARTS & SER	188.36
131727	9/13	BENDER & COMPANY, MATTHEW	110-01-50301-322-000	08/13 LE SUBSCRIPTIO	893.89
131728	9/13	LARK UNIFORM, INC.	110-02-52103-367-000	08/13 #603 UNIFORM I	411.70
			110-02-52103-367-000	08/13 #600 UNIFORM I	305.80
			110-02-52103-367-000	08/13 #575 UNIFORM I	159.90
			110-02-52103-367-000	08/13 #575 UNIFORM I	123.90
				..... CHECK TOTAL	1,001.30
131729	9/13	CHASE BANK KENOSHA	110-00-21513-000-000	09/13/13 DEDUCTIONS	219,685.61
			110-00-21511-000-000	09/13/13 DEDUCTIONS	80,381.37
			110-00-21612-000-000	09/13/13 DEDUCTIONS	80,380.87
			110-00-21614-000-000	09/13/13 DEDUCTIONS	24,800.07
			110-00-21514-000-000	09/13/13 DEDUCTIONS	24,799.87
				..... CHECK TOTAL	430,047.79
131730	9/13	CHASE BANK KENOSHA	761-00-21513-000-000	08/13 KCM DEDUCTS	602.00
			761-09-50101-158-000	08/13 KCM DEDUCTS	353.34
			761-00-21511-000-000	08/13 KCM DEDUCTS	353.34
			761-00-21514-000-000	08/13 KCM DEDUCTS	82.64
			761-09-50101-158-000	08/13 KCM DEDUCTS	82.63
				..... CHECK TOTAL	1,473.95
131731	9/13	ZILSKE LAW FIRM S C	110-09-56405-212-000	6/12-8/23/13 W/C	479.00
131732	9/13	OFFICEMAX	110-01-51601-311-000	08/13 CD #2609 OFFC	160.40
			110-03-53103-311-000	08/13 ST #2613 OFFC	144.65
			521-09-50101-311-000	08/13 AR #2612 OFFC	109.07
			110-01-51901-311-000	08/13 CT #2610 OFFC	38.90
			524-05-50101-311-000	08/13 GO #2611 OFFC	30.90
			521-09-50101-311-000	08/13 AR #2612 OFFC	12.46
				..... CHECK TOTAL	496.38
131733	9/13	PAT'S SERVICES, INC.	110-05-55108-282-000	PORTABLE UNITS-4TH	2,875.00
			110-05-55108-282-000	PORTABLE UNITS-4TH	805.00
			222-09-50101-295-000	PORTABLE UNITS-4TH	480.00
			222-09-50101-295-000	PORTABLE UNITS-4TH	400.00
			110-05-55108-282-000	7/24-8/20 SOUTHPORT	168.00
				..... CHECK TOTAL	4,728.00

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

CHECK #	CHECK DATE	VENOOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131734	9/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	09/13/13 SAL DEDUCTS	759.00
131735	9/13	TRUGREEN	407-11-51202-219-000	EAB TREATMENT	4,609.50
131736	9/13	MESSERLI & KRAMER P.A.	110-00-21581-000-000 110-00-215B1-000-000	09/13/13 DEDUCTION 09/13/13 DEDUCTION ..... CHECK TOTAL	502.23 159.82 662.05
131737	9/13	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000 110-01-50101-232-000 110-02-52101-232-000 631-09-50101-232-000 501-09-50101-232-000 631-09-50101-232-000 501-09-50101-232-000 110-03-53101-232-000 110-03-53101-232-000 110-01-50301-232-000 520-09-50301-232-000 110-01-50901-232-000 501-09-50105-232-000 521-09-50101-232-000 110-01-52001-232-000 110-01-51301-232-000 110-03-53103-232-000 520-09-50301-232-000 110-01-52001-232-000 501-09-50105-232-000	09/13 CT-COPIER MNT 08/13 CT-OVERAGES 09/13 PD-SERVICE AGR 09/13 PW-OVERAGES 08/13 PW-OVERAGES 09/13 PW-COPIER CHGS 09/13 PW-COPIER CHGS 09/13 PW-COPIER CHGS 08/13 PW-OVERAGES 09/13 LE-COPIER MNT 09/13 TD-SERVICE AGR 09/13 AS-COPIER MNT 09/13 ST-COPIER MNT 09/13 AR-COPIER MNT 09/13 MC-COPIER MNT 09/13 AD-SERVICE AGR 09/13 ST-COPIER MNT 08/13 TD-OVERAGES 09/13 MC-OVERAGES 08/13 ST-OVERAGES ..... CHECK TOTAL	502.75 225.85 210.82 185.56 185.55 115.59 115.59 115.59 92.78 42.12 33.75 21.06 20.78 19.50 17.71 13.28 12.92 6.52 2.21 .96 1,940.89
131738	9/13	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	09/06 MED CLAIMS 09/10 MED CLAIMS 09/11 MED CLAIMS 09/09 MED CLAIMS 09/09 PHARMACY 09/11 PHARMACY 09/06 PHARMACY 09/12 PHARMACY 09/10 PHARMACY 09/12 MED CLAIMS ..... CHECK TOTAL	78,029.71 47,892.80 37,758.38 21,801.20 18,620.61 17,442.30 6,957.79 4,790.30 1,920.61 54.45 235,268.15

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131739	9/13	US CELLULAR	110-02-52102-226-000	08/13 PD-CELL AIRTM	79.10
			110-01-51601-226-000	08/13 CD-CELL AIRTM	46.14
			110-02-52103-226-000	08/13 PD-CELL AIRTM	36.83
				..... CHECK TOTAL	162.07
131740	9/13	WFCA FIRE SERVICE BOOKSTORE	110-02-52206-322-000	08/13 STA 4 TRAINING	410.00
131741	9/13	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	09/13/13 DEDUCTION	34.09
131742	9/13	MALSACK, J	110-09-56501-259-570	9/13 4000 33 AV-GRS	456.00
			110-09-56501-259-570	9/13 4307 30 AV-GRS	241.30
			110-09-56501-259-570	8/13 4831 67 ST-GRS	200.26
			110-09-56501-259-570	8/13 6800 24 AV-GRS	169.21
			110-09-56501-259-570	8/13 1515 68 ST-GRS	139.04
			110-09-56501-259-570	8/13 3214 RSVLT-GRS	132.39
			110-09-56501-259-570	9/13 6212 32 AV-GRS	126.24
			110-09-56501-259-570	8/13 927 WASH-GRASS	124.83
			110-09-56501-259-570	8/13 6916 14 AV-GRS	121.03
			110-09-56501-259-570	8/13 6718 25 AV-GRS	19.00
			110-09-56501-259-570	8/13 6808 20 AV-GRS	4.56
				..... CHECK TOTAL	1,733.86
131743	9/13	JENSEN TOWING	110-02-52103-219-000	08/13 13-121979 TOW	45.00
131744	9/13	ELECTRICAL CONTRACTORS, INC	110-05-55111-235-000	REPAIRS TO POOL	444.20
			110-05-55111-235-000	REPAIRS TO POOL	301.94
				..... CHECK TOTAL	746.14
131745	9/13	WEST SHORE MANAGEMENT	461-11-51201-581-000	REPAIR-4817 37 AVE	98.49
131746	9/13	LETTERING MACHINE	110-02-52103-367-000	POLO	383.50
			110-02-52103-367-000	SET UP	160.00
			110-02-52103-367-000	POLO	62.00
			110-02-52103-367-000	POLO	32.50
				..... CHECK TOTAL	638.00
131747	9/13	PELION BENEFITS, INC.	110-00-21517-000-000	09/01-15/13 DEDUCTS	4,231.70
131748	9/13	WIS DEPT OF REVENUE	761-00-21512-000-000	08/13 KCM DEDUCTS	299.20

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

CHECK #	CHECK DATE	VENOOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131749	9/13	JOHNSON 8ANK	110-00-21532-000-000	09/13/13 CITY SAL	23,856.77
			110-00-21532-000-000	09/13/13 WATER SAL	2,512.92
			110-00-21532-000-000	09/13/13 LIBRARY SAL	1,350.00
			110-00-21532-000-000	09/13/13 CITY HRLY	950.00
			110-00-21532-000-000	09/13/13 WATER HRLY	534.62
				..... CHECK TOTAL	29,204.31
131750	9/13	ASSOCIATED BAG COMPANY	110-01-52001-311-000	6X8 4 MIL POLY BAG	260.86
131751	9/13	CDW-G	611-09-50101-155-000	08/13 COMPUTER EQUIP	171.39
131752	9/13	WRIGHT EXPRESS FSC	110-03-53109-341-000	08/13 CNG	114.43
			110-03-53103-341-000	08/13 CNG	28.61
				..... CHECK TOTAL	143.04
131753	9/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/13/13 DEDUCTION	743.00
			110-00-21581-000-000	09/13/13 DEDUCTION	419.00
			110-00-21581-000-000	09/13/13 DEDUCITON	400.00
			110-00-21581-000-000	09/13/13 DEDUCTION	323.00
			110-00-21581-000-000	09/13/13 DEDUCTION	104.00
			110-00-21581-000-000	09/13/13 DEDUCTION	87.00
	..... CHECK TOTAL	2,076.00			
131754	9/13	GLEASON REDI-MIX	420-11-51309-589-000	08/13-CONCRETE MATER	22,332.00
			403-11-51102-588-000	08/13-SW CONCRETE MA	8,515.40
				..... CHECK TOTAL	30,847.40
131755	9/13	WARP'S FLEX 0 GLASS	110-05-55103-357-000	GREENHOUSE FILM	508.00
			110-05-55103-357-000	GREENHOUSE FILM	470.40
				..... CHECK TOTAL	978.40
131756	9/13	WIS JUVENILE OFFICERS ASSOC	110-02-52107-264-000	9/18-20 2013 CONF	800.00
131757	9/13	ILLINOIS CHIEF'S ASSOC.	110-02-52203-264-000	10/14-18 IFAMA SEM	350.00
131758	9/13	MENARDS (KENOSHA)	501-09-50105-357-000	08/13-SW MERCHANDISE	482.54
			110-03-53110-389-000	08/13-ST MERCHANDISE	57.38
			110-02-52203-344-000	08/13-FD#4 MERCHANDI	54.06
			110-03-53116-389-000	08/13-WA MERCHANDISE	36.49
			110-03-53110-361-000	08/13-ST MERCHANDISE	35.94
			520-09-50201-246-000	08/13-TD MERCHANDISE	21.19
			110-03-53110-389-000	08/13-ST MERCHANDISE	19.67
			110-03-53109-375-000	08/13-ST MERCHANDISE	14.78
				..... CHECK TOTAL	722.05

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131759	9/13	WIS SCTF	110-00-21581-000-000	09/13/13 SAL DEDUCT	9,342.19
			110-00-21581-000-000	09/13/13 HRLY DEDCT	1,463.32
				..... CHECK TOTAL	10,805.51
131760	9/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	09/13/13 DEDUCTION	278.00
131761	9/13	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	08/13 SE #3228 GLASS	231.94
			630-09-50101-393-000	08/13 SE #2506 GLASS	95.00
				..... CHECK TOTAL	326.94
131762	9/13	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	10/13 PREMIUM	49,083.36
			611-09-50101-155-525	09/13 ADJUSTMENTS	328.16
				..... CHECK TOTAL	49,411.52
131763	9/13	TIME WARNER CABLE	520-09-50301-233-000	09/13-TD-ROADRUNNER	139.95
			110-01-51102-233-000	09/13-AR-ROADRUNNER	139.95
			761-09-50101-233-000	9/9-10/8 PHONE/RR	68.74
			761-09-50101-225-000	9/9-10/8 PHONE/RR	59.95
			521-09-50101-219-000	09/13-AR BASIC CABLE	11.05
				..... CHECK TOTAL	419.64
131764	9/13	ARAMARK	110-01-51801-246-000	08/13 ENTRANCE MATS	102.08
			520-09-50201-246-000	08/13 ENTRANCE MATS	41.64
			110-03-53116-246-000	08/13 ENTRANCE MATS	37.76
			632-09-50101-246-000	08/13 ENTRANCE MATS	15.10
				..... CHECK TOTAL	196.58
131765	9/13	NICOLET NATURAL SE	761-09-50101-389-000	09/13 WATER COOLER	7.95
131766	9/13	PROCESSWORKS INC.	110-00-21578-000-000	09/10/13 CHECK REG	1,193.00
131767	9/13	LABAHN, JEFFREY B	110-01-51601-311-000	09/13 REPLENISH	93.93
			110-01-51601-219-000	09/13 REPLENISH	67.00
			110-01-51601-322-000	09/13 REPLENISH	9.99
				..... CHECK TOTAL	170.92
131768	9/13	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	8/5/13 W/C	117.52
131769	9/13	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/30/13 W/C	431.80

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131770	9/13	AURORA HEALTH CARE	110-09-56405-161-000	7/1-31/13 W/C	1,544.90
			110-09-56405-161-000	8/9/13 W/C	518.50
			110-09-56405-161-000	5/29/13 W/C	281.77
			110-09-56405-161-000	7/16/13 W/C	260.31
			110-09-56405-161-000	7/2/13 W/C	208.67
			110-09-56405-161-000	7/15/13 W/C	164.05
			110-09-56405-161-000	7/15/13 W/C	164.05
			110-09-56405-161-000	6/10/13 W/C	163.20
			110-09-56405-161-000	7/11/13 W/C	130.90
				..... CHECK TOTAL	3,436.35
131771	9/13	AURORA HEALTH CARE	110-01-51303-216-000	08/13 SCREENS	628.00
			520-09-50101-216-000	08/13 SCREENS	88.00
				..... CHECK TOTAL	716.00
131772	9/13	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	7/11/13 W/C	25.74
131773	9/13	UNITED HEALTHCARE BENEFIT	110-09-56310-219-000	08/13 ADMIN CHGS	80.26
131774	9/13	SCHLATER, FRED	402-11-51204-586-000	SIDEWALK REPAIR	837.90
131775	9/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/13/13 DEDUCTION	86.03
131776	9/13	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	08/13 SERVICES	3,936.50
131777	9/13	XUYA, CINDY	110-00-21905-000-000	BEACH HOUSE-9/6/13	300.00
131778	9/13	GONZALEZ, EMILY	110-00-21905-000-000	BEACH HOUSE-9/7/13	300.00
131779	9/13	BANKS OF WISCONSIN	110-00-21112-000-000	SPCL ASMT-6017 26TH	21.15
131780	9/13	UCHEGBU, CHINYERE	402-11-51204-586-000	SIDEWALK REPAIR	651.20
131781	9/13	DON'S CONCRETE	110-00-44107-000-000	PERMIT 9966 COOPER	50.00
131782	9/13	TRUSTONE FINANCIAL	110-00-21112-000-000	SPCL ASMT-1935 56TH	10.92
131783	9/13	KREIN, JAMES J	110-09-56405-161-000	9/6/13 W/C	335.45
131784	9/13	EASTON, MICHAEL M	110-01-52001-323-000	STATE BAR DUES	454.25

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131785	9/13	WALTERS, BRADLEY G	110-02-52103-263-000	8/29/13 WINNEBAGO	12.00

GRAND TOTAL FOR PERIOD \*\*\*\*\* 11,359,672.38

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 4
<b>Conditional Use Permit for a 1,017,879 s.f. distribution center to be located at the northeast corner of 38th Street and 120th Avenue. (Project Onyx) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Northeast corner of 38th Street and 120th Avenue  
 Zoned: A-2 / C-2 / FFO / Air-3 / Air-4  
 (Pending Zoning change to M-2 Heavy Manufacturing for A-2 Zoning and portion of C-2 Zoning)

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

- The applicant has submitted a Conditional Use Permit application to construct a trucking/distribution facility on property at the northeast corner of 38th Street and 120th Avenue. The tenant of the facility has requested to remain anonymous at this time.
- The property owner has submitted two (2) rezoning petitions for the site.
  - The first petition, requesting to rezone from A-2 Agricultural Land Holding to M-2 Heavy Manufacturing, is scheduled for a final hearing at the Common Council on September 16, 2013.
  - The second petition would rezone some of the C-2 Lowland Resource Conservancy District to M-2 Heavy Manufacturing. The second petition is also included on this agenda.
- A Developer's Agreement will be required with this project. The public right-of-way on the north end of the site will actually be a private road. However, sanitary sewer and water main installed around and through the site will be public and therefore the Developer's Agreement is needed.
- A Traffic Impact Analysis (TIA) is being prepared. If the State (120th Avenue), County (CTH S) or City (38th Street) need any public improvements as a result of the TIA, those improvements will be included in the Developer's Agreement. All public improvements will be at the developer's expense.
- The building exterior will be primarily precast concrete wall panels with multiple windows.
- Truck traffic will enter and exit at a designated, separate access point on 38th Street. Vehicular traffic will have the ability to enter off of 120th Avenue or a separate access on 38th Street.
- Plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

**RECOMMENDATION:**

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



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/4fact-cup-onyx.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan          Commission          Conditions of Approval</b>	<b>Project Onyx</b> Northeast corner of 38th street and 120th Avenue	September 19, 2013
--	--	--	--------------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. Any improvements required in the Developer's Agreement shall be completed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.

- i. All vehicles shall be parked within the designated paved areas.
  - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
  - l. Compliance with the Operational Plan dated August 20, 2013.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated September 11, 2013.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated September 9, 2013.
  - c. Storm water detention basins shall be constructed and operational prior to the issuance of a Footing and Foundation permit.
  - d. A Land Division shall be recorded prior to the issuance of a Footing and Foundation permit.
  - e. The proposed public road at the north end of the property shall be shown on all plans as a private road.
  - f. Additional fire hydrants shall be shown in the east and west parking lots. Contact the Fire Prevention Bureau for further details.
  - g. Indicate on the Site Plan the breakdown in square footage dedicated to paving, landscaping/open space, retention and building .
  - h. A Developer's Agreement shall be approved by the City and executed by all parties prior to the issuance of any construction permits. A cash escrow or letter of credit shall be posted with the City and/or KWU prior to the installation of any public improvements.

/u2/acct/cp/ckays/1CPC/2013/SEP19/4conditions-onyx.odt



**ENGINEERING DIVISION**  
 SHELLY BILLINGSLEY, P.E.  
 CITY ENGINEER

**PARK DIVISION**  
 JEFF WARNOCK  
 SUPERINTENDENT

**FLEET MAINTENANCE**  
 MAURO LENCI  
 SUPERINTENDENT

**STREET DIVISION**  
 JOHN H. PRIJIC  
 SUPERINTENDENT

**WASTE DIVISION**  
 ROCKY BEDNAR  
 SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
 EMAIL PUBLICWORKS@KENOSHA.ORG

**TO:** Brian Wilke, Development Coordinator

**FROM:** Michael M. Lemens, P.E.  
 Director of Public Works

Shelly Billingsley, P.E.  
 City Engineer

*[Handwritten signatures and date]*  
 9-11-13

**DATE:** September 11, 2013  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Project Onyx  
**Location:** East Frontage Road and 38<sup>th</sup> Street

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown	X		
Parking Lot Lighting Adequate	X		
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes ***			
Sidewalks Adequate		X	
Drive Thru Lane Design			X

\*\*\* Comments will be provided when the TIA is submitted.

<b>Public Streets</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Geometric Design ***			
Pavement Width ***			
Pavement Thickness Design		X	
Established Grades		X	
Plan Details		X	
Sidewalks		X	
Street Lights		X	

\*\*\* Comments will be provided when the TIA is submitted.

<b>Site Grading/Drainage</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention		X	
Drainage Calculations		X	

<b>Project Approval/Permits Needed</b>	<b>Yes</b>	<b>No</b>	<b>Not Applicable</b>
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required		X	
Driveway Permits Required		X	
Sidewalk Permit Required		X	
Street Opening Permit Required		X	
Stormwater Permit Required	X		
Erosion Control Required	X		
State Permit Required		X	

#### **Grading & Drainage Comments:**

1. Note that all comments from the "Kenosha Fulfillment Center Mass Grading" CUP review dated August 16, 2013 still apply. It is anticipated that the project engineer will address those comments in an updated submittal that will include a revised stormwater management plan.
2. Provide a table in the plans showing the total site area, total disturbed area, and pre and post-construction impervious areas.
3. If the private roads on the north side of the site are ever to be dedicated as public streets, the storm sewer in these areas needs to be constructed to meet City standards. The City requires all public storm sewer under the pavement of a street be concrete. Also, the City has specific details for public storm sewer structures. If the developers intention is to build the street to

- public street standards, contact Jeff Hansen and request the City's standard details for inclusion in the plans.
4. The City's published stormwater criteria requires that any storm sewer entering or exiting a stormwater pond be concrete.
  5. Provide additional spot grades on the pavement and curb lines around the entrances to the site from public streets.
  6. The site grading plan includes several proposed contours that are incorrectly labeled.
  7. Show overland flow paths on the site grading plan.
  8. Provide a detail on the proposed retaining wall located near the south pond. Note that any retaining wall greater than 2' in height requires a fence.
  9. The top of the 36" storm sewer between ES 1 and CB 2 appears to conflict with the bottom of the 42" storm sewer between MH 54 and MH 55.
  10. The storm sewer between CB 20 and CB 19 is labeled as a 36" pipe. There is 42" storm sewer on each side of this pipe segment.
  11. Provide storm sewer access easements to the east and north ponds. Easements need to provide for vehicular access to the pond outlet structures.
  12. Provide additional detail on the pond overflows. Dimension the areas of riprap or turf reinforcement mats (TRMs) and specify which specific products of TRM are to be used (or specify a class of TRM in from the Wisconsin DOT's Product Acceptability List).

**Traffic Comments:**

1. Obtain an address for the site.
2. The asphalt thickness of the streets should be 8 inches minimum and the base should be 6 inches minimum.
3. Comments for the public R.O.W improvements on 38<sup>th</sup> Street will be provided when plans for the improvements are submitted.
4. Handicap ramps are recommended for the sidewalk serving the bus drop-off locations.
5. Install sidewalk on the driveway linking 38<sup>th</sup> Street. The sidewalk should connect to the sidewalk network in the parking lot.
6. The Public Works Department reserves the rights to make further comments on street design when the TIA and the public improvement plans are submitted.

cc: Jeff Hansen  
Clement Abongwa  
Kile Kuhlmeier  
Gerard Koehler

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: September 9, 2013

Subject: Project Onyx

Location: Northeast Corner of 38<sup>th</sup> Street and 120<sup>th</sup> Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. According to KWU records, the cul-de-sac labeled as "32<sup>nd</sup> Place" is actually 29<sup>th</sup> Street.
2. Show the water meter size and location, including a detail or diagram, on the construction plans, not with the MEP submittal. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a gate valve on the inlet and outlet pipe.
3. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, or approved equal.
4. Meters three inches (3") and larger shall have a two inch (2") test plug provided between the outlet side of the meter and the outlet valve.
5. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
6. Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-34.
7. Show any existing wells. (Wells must be properly abandoned before connection to water distribution system)
8. Water services shall have a minimum of 5-1/2' of cover to finished grade.
9. Label invert elevations on all water service stubs and fittings and provide pipe slopes for all water service lines.

10. Valve spacing along the public main shall be no more than 500 feet in accordance with NR 811.70.
11. Provide elevations for the invert, flange and the center of large coupling at each fire hydrant.
12. All water main materials, installation and testing shall conform to Kenosha Water Utility specifications. A copy of these specifications shall be included in the project manual or incorporated into the construction drawings. These specifications can be found at: [http://www.kenoshawater.org/images/KWU\\_Water\\_Main\\_Specifications4-10.pdf](http://www.kenoshawater.org/images/KWU_Water_Main_Specifications4-10.pdf).
13. Water main and services shall have a blue 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface in the curb box, at each fire hydrant and at the edge of the building and enclosed in a curb box with "water" on the cover.
14. "Internal / External" manhole seals as manufactured by Adaptor, Inc. shall be provided for each sanitary sewer manhole installed. A detail for the seal can be found at <http://www.adaptorinc.com/pdf/inexspec.pdf>.
15. Sanitary sewer laterals shall have a green 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface at the edge of the building and enclosed in a curb box with "sewer" on the cover.
16. If there is any potential for food processing or food service at this site a sampling manhole will need to be installed along the sanitary sewer lateral, upstream of the sanitary sewer main, in accordance with Rule 08-05(02) of the Kenosha Water Utility Rules and Regulations. The developer must provide KWU with written authorization to access the sampling manhole.
17. All sanitary sewer materials, installation and testing shall conform to Kenosha Water Utility specifications. A copy of these specifications shall be included in the project manual or incorporated into the construction drawings. These specifications can be found at: <http://www.kenoshawater.org/images/sewer%20specifications.pdf>.
18. The KWU water main and sanitary sewer detail sheets shall be included on a separate sheet and shall not be placed within the designer's title block or include utility plan notes specific to this project. These detail sheets can be found on the KWU website (<http://www.kenoshawater.org/engineering.html>).
19. Include the following notes on the Utility Plans:
  - a. All sanitary sewer and water to be installed in accordance with Kenosha Water Utility (KWU) Standards.
  - b. All applications and fees for sanitary sewer and water must be completed and paid prior to connection to sewer/water systems.
  - c. All water connections to existing water mains shall be completed by KWU, with excavation and backfill by the developer. Developer shall provide 72 hours notice to KWU when connection is to be made.
  - d. Any utility work in the right-of-way, public utility easement and all sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to sewer.
20. All sanitary sewer and water main shall be installed by the developer under the terms of a Developer's Agreement with KWU.

21. Provide copies of all approved WDNR/DSPS submittals, including sanitary sewer sizing calculation worksheet for the area being served.

The following comments relate to specific items noted by page number:

Sheets C-16, C-18 and C-20

- The hydrants along the East Frontage Road shall be provided with access drives as they are all within a 4:1 backslope.

Sheets C-17 and C-21

- The utility easement shall have a cross slope of no greater than 25:1 (4%). Currently, slopes are as high as 4:1 (25%). Additionally, there shall be paved access along the utility easement. As an alternative, the sanitary sewer may be placed within the paved loading area, east of the building, within an easement.

Sheet C-23

- Note 7 states that all on-site utilities shall be privately owned and maintained by the property owner. However, the sanitary sewer within the utility easement in Lot 3 and the sanitary sewer and water main within the east/west road will be owned and maintained by KWU.
- Eliminate the references to sanitary and water in Note 8 as the City of Kenosha Public Works Department is not the correct contact.
- Revise the hydrants portion of Note 16 to read as follows: All fire hydrants, public and private, shall meet the requirements of the Kenosha Water Utility. Hydrants shall be compression type with a five and one-quarter inch (5-1/4") valve opening, two (2) two and one-half inch (2-1/2") NST nozzle connections, one (1) Kenosha Standard pumper connection (Traverse City Iron Works #405-26, 4 threads per inch and 5.812 inch diameter). The base shall have a six inch (6") mechanical joint connection with a rubber gasket and fluorocarbon coated Cor-Blue T-Bolts and nuts. Hydrant top operating nut and nozzle cap nuts shall be one and one-quarter inch (1-1/4") pentagon. All hydrants shall close in a clockwise direction. Hydrants shall be Mueller Super Centurion 200 or Kennedy Guardian. Each hydrant shall receive a final coat of red paint after installation.

Sheets C-24, C-26 and C-28

- Plan and profile sheets for public water main shall be provided. This includes all main along the East Frontage Road, within 29<sup>th</sup> Street and the East/West Road.

Sheet C-29

- The invert elevation of San Stub 10.1 does not appear to work with the east invert elevation of San MH 10 shown on Sheet C-34. Additionally, this stub appears to be in direct conflict with the storm sewer between MH 60 and MH 61.
- The water stub shown at the east limit of the water main shall be extended to the east limit of the utility easement for future connection.

Sheet C-31

- Some of the sanitary sewer manholes have a drop of 0.10 feet across them and some do not. As a general note for the sanitary sewer, provide a drop of 0.10 feet across all manholes.

- Plan and profile sheets shall not be placed on City of Kenosha Department of Public Works – Engineering title blocks. The designer shall use their typical title blocks for all plan and profile sheets.
- The invert elevation of the storm sewer crossing at Sta. 503+05 appears to be incorrect.

Sheet C-32

- The invert elevations of the three storm sewer crossings and the sizes of the crossings at Sta. 509+33 and 511+60 appear to be incorrect.

Sheet C-33

- The invert elevation of the storm sewer crossing at Sta. 516+34 appears to be incorrect.
- Storm sewer crossings at Sta. 519+35 and 522+49 are missing from the profile view.

Sheet C-34

- The sanitary sewer length between San MH 11 and San MH 12 appears to be incorrect.
- Storm sewer crossings at Sta. 111+43 and 112+25 are missing from the profile view.

Sheet C-35

- The invert elevation of the storm sewer crossing at Sta. 102+92 appears to be incorrect.
- Storm sewer crossings at Sta. 102+63 and 105+31 as well as the water main crossing at Sta. 100+70 are missing from the profile view.

Sheet C-36

- The water main crossing at Sta. 3451+85 is missing from the profile view.
- There shall be slurry backfill along the sanitary sewer and water main pavement crossings at 29<sup>th</sup> Street.
- There shall be an additional valve and stub for future extension of the water main north of the tee at the north limit of the water main along the East Frontage Road.

Sheet C-37

- The water main crossing at Sta. 19+41 is missing from the profile view.
- A second valve shall be shown for the service to the parcel at the southwest corner of the intersection of the East Frontage Road and Burlington Road. This valve shall be located in the right-of-way within ten feet (10') of the east parcel line.
- Stub 26 shall be extended north to the south property line of 11809 Burlington Road and Valve 25.0 shall be moved to within ten feet (10') of the property line.
- It shall be noted that if the parcel along the south side of 29<sup>th</sup> Street uses the stub provided to connect to the public water main an additional valve will need to be installed in the right-of-way within ten feet (10') of the parcel line.

Sheet C-47

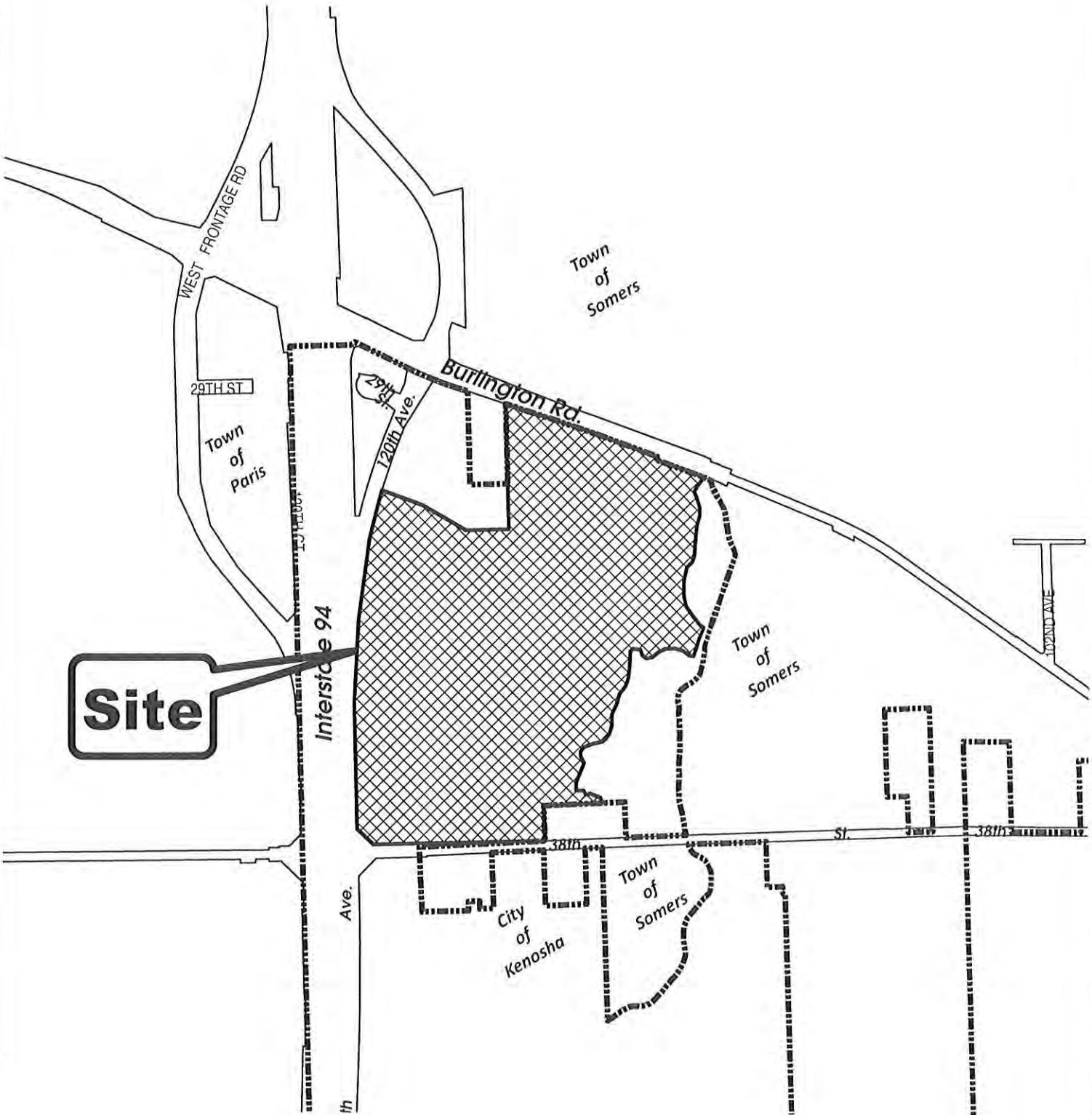
- It shall be noted that the fire hydrant detail is for private hydrants only. All public hydrants shall conform with the standard KWU details.

Sheets L1.5 and L1.6

- There shall be no trees within the public utility easement.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

*City of Kenosha*  
Vicinity Map  
Project Onyx CUP



**Site**

----- Municipal Boundary



0 200 400 600 800 1,000 Feet

## Plan of Operations Project Onyx

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The project consists of a 1 million square foot distribution center for a specific user which remains undisclosed at this time. The user will employ approximately 1,100 people over two shifts during regular (non-holiday) months. During the holiday season, the number of employees will increase and the number of shifts will increase to three, Monday through Sunday, to meet sales demands. Security is on site 24-7 and is fairly extensive due to the nature of the user's business.

Ingress/egress is provided via multiple access points to minimize traffic congestion and separate automobile and truck traffic. This includes a proposed public roadway on the north end of the project to also serve the future parcel to the northeast. A parking field of approximately 2,500 spaces is provided to promote efficiency during shift change throughout the year. The configuration of the parking is optimized to meet user needs based on their years of experience at other similar facilities. Code compliant ADA spaces are provided as well as motorcycle spaces, loading, and drop-off zones. A staggered shift change time is also employed to further avoid traffic problems. A final TIA is in the process of being submitted and approved with the Department of Transportation. All details and recommendations in the TIA are anticipated to be implemented.

Truck deliveries occur regularly throughout the entire day at one secure checkpoint at the south end. 92 truck docks are required on the building to meet user requirements. The truck court will be fenced and completely segregated from the employee parking lot to enhance safety and circulation patterns. Truck docks will face east and will not be visible from the front of the building. An emergency only access gate is proposed at the north end of the truck court. Ample queuing room is provided on-site based on user experience and expectations to avoid trucks from backing up onto the adjacent public roadways.

Refuse pick-up will also occur via the truck court. Refuse will be compacted and stored in closed, covered containers. No other outdoor storage of material is anticipated at this time. No significant quantities of hazardous materials will be stored on the property. Minor amounts of such materials used for cleaning and normal maintenance of building spaces and equipment will be stored in the building in accordance with all applicable state and federal regulations. The user also has a robust emergency plan that complies with all state and federal regulations.

Other site amenities include multiple stormwater ponds, which will be maintained as required in the stormwater management agreement with the City. An above ground water storage tank and pump house is required by the user to supplement the public water supply for the fire suppression system. This is anticipated to be placed at the northeast corner of the building. The color and style of this facility will complement the main building. Customary landscaping, signage and lighting will also be provided and maintained on a regular basis.

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

**MAILING INFORMATION**

**NAME OF PROJECT:** Project Onyx

*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]: KTR WIS III LLC Attn: Jeffrey A. Zygler 300 Barr Harbor Drive, Suite 150 Conshohocken, PA 19428	Phone: <u>212.710.5072</u> Fax: <u>212.710.5061</u> E-Mail: <u>jzygler@ktrcapital.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: Pinnacle Engineering Group ATTN: Adam Artz 15850 W. Bluemound Road Suite 310 Brookfield, WI 53005	Phone: <u>262-754-8888</u> Fax: <u>262-754-8850</u> E-Mail: <u>adam.artz@pinnacle-engr.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: Next Partners ATTN: Phil Jennings 614 West Doty Street Suite 108 Madison, WI 53703	Phone: <u>649-665-1337</u> Fax: _____ E-Mail: <u>phil@nextpartners.us</u>

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): Multiple parcels generally described as the land east of I-94, south of STH 142/CTH S, north of 38th Street, and west of the Kilbourn Road Ditch.

**TYPE OF LAND DEVELOPMENT**

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

<input checked="" 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 checked="" 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 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 4**  
**CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	<b>Building or Addition Square Footage:</b> <u>N/A - Pond &amp; Grading only at this time</u> <b>Existing Building Size:</b> <u>There are 5 existing residential homes on the property at this time.</u> <b>Site Size:</b> <u>Approx. disturbed area = 125 acres</u> <b>Current # of Employees</b> <u>N/A</u> <b>Anticipated # of New Employees</b> <u>1,100</u> <b>Anticipated Value of Improvements</b> <u>\$180,000,000</u>			
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>			
<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>			
<b>Fees:</b>	<b>Level 1</b>	<b>Building or Addition Size</b> <= 10,000 sq. ft.	<b>Site size</b> <= 1 acre	<b>Review Fee</b> \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	<b>Level 2</b>	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	<b>Level 3</b>	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	<b>Level 4</b>	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>			
<b>Appendices to Review:</b>	➤ All			
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>			
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:				
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>			
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>			
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>			



Division of Transportation System Development  
Southeast Regional Office  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (262) 548-5903  
Facsimile (FAX): (262) 548-5662

E-Mail: [waukesha.dtd@dot.wi.gov](mailto:waukesha.dtd@dot.wi.gov)

August 12, 2013

JEFF LABAHN  
CITY OF KENOSHA  
625 52<sup>ND</sup> STREET RM 308  
KENOSHA, WI 53140

Dear Mr. Labahn:

Subject: Log #3473 – Development Submittal  
Kenosha Fulfillment Center Development  
I-94 East Frontage Road and County S  
Kenosha County

We have reviewed the initial information forwarded for the subject development. The Department concurs that a Traffic Impact Analysis (TIA) is necessary for this development in order to understand the impacts, determine access and establish the improvement requirements. After the TIA has been accepted, the permit process will proceed.

Please find the parameters for conducting the traffic impact evaluation on the attached review sheet. We look forward to working with the City of Kenosha regarding this development plan. Please include a written statement from the City with the next submittal to explain where the development is in the municipal approval process and to indicate their basic concurrence with the type of development proposed for this site.

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-5626. Please direct any questions regarding the Trans 233 process to Susan King, Land Division Coordinator at (262) 548-6713. Andy Maxwell, Permit Coordinator (262) 521-5344, will process any necessary permits. Also, please reference the identification log number (#3473) when forwarding all correspondence.

Sincerely,

Art Baumann, P.E.  
Traffic Operations Engineer

Enclosure

Cc: Jennifer Murray / Vicki Haskell, DOT-Central Office, Traffic Forecasting  
Robert Elkin / Hans Higdon, DOT  
Dave Brantner / Susan Voight, DOT  
Andy Maxwell / Susan King, DOT  
Jeff Bohlen, DOT  
Gary Sipsma, Kenosha County  
John Bieberitz, TADi

**Project:** Log #3473 Kenosha Fulfillment Center Development  
I-94 East Frontage Road & County S, Kenosha County  
**Review Unit:** Traffic Operations  
**Reviewer:** Art Baumann – SE Region (262) 548-5626  
**Date:** August 12, 2013

The development's plan shows internal circulation and street connections to serve the development. In addition to the planning already done, the development needs to be designed in consideration with traffic issues and development in and around the study area. ***A Traffic Impact Analysis*** is needed to understand the traffic impacts, access and improvement needs for these proposed developments. ***This analysis shall look at the trip generation for the development and consider the effects of recent and proposed developments in the vicinity.***

There is a need to select a qualified Traffic Engineering Consultant familiar with the trip generation /distribution practices, with the ability to conduct capacity analysis, evaluate results and prepare the report. Please follow the ***Statewide TIA Guidelines, adopted November 2012*** for preparing the traffic evaluation study. The parameters below outline the elements to include in this study. ***The TIA shall provide an analysis through the build out year (2014) and horizon year (2024). If the municipality/developer wishes to consider additional phased improvements, additional analysis years should be identified and included in the traffic projections, analysis and recommendations. The DOT reserves the right to request additional information or analyses to address specific operational or safety concerns.***

#### Access Issues

The development's plan including the future surrounding developments will generate a significant volume of traffic. The following outlines the parameters for establishing access and site plan design for the subject development:

- 1) The Department will require traffic data (trip generation, distribution and assignment) before we can accept the traffic study.
- 2) Evaluation of the traffic information will help in planning the best access for this development. Please show the development along both sides of County S, County N and I-94 East Frontage Road, land use and locations of access.
- 3) Up to four access points to I-94 East Frontage Road will be allowed for this development. Locations shall conform to the I-94 Access Management Plan unless approved by the Department. Please evaluate geometric improvement considerations, traffic signal warrants (if necessary), proper spacing of access points from existing/proposed intersections and proper sight distance at intersections.
- 4) Other points of access shall be developed from the local public roadway network at proper spacing from the state highway.
- 5) Evaluation of operations, level of service and improvement analysis will be needed at I-94 West Frontage Road & WIS 142, I-94 & WIS 142 Interchange Southbound Ramps, I-94 & WIS 142 Interchange Northbound Ramps, I-94 East Frontage Road & County S, County S & proposed access points, County S & County N, County S & County H, I-94 East Frontage Road proposed access points, I-94 West Frontage Road & County N, I-94 East Frontage Road & County N, County N & proposed access points and other locations as identified in the TIA.
- 6) Set back requirements shall be shown along I-94 East Frontage Road.
- 7) Vision/Sight Distance must be reviewed to ensure access meets DOT criteria (per FDM).

## Study Area

- The TIA shall incorporate the following study area: WIS 142/County S from I-94 West Frontage Road to County H, County N from I-94 West Frontage Road to County S and I-94 East Frontage Road from County N to County S.
- Development peak times – weekday AM peak (7:15 to 8:15 am) and PM peak (4:30 to 5:30 pm). Check all movements at existing intersections to ensure other times are not a dominant volume for any movement. If another time is the peak for any turn movement, this data must be shown and considered when establishing improvements and storage lengths.
- Any capacity problems at proper access points need to be addressed through separating movements or providing alternate access.
- The traffic study must consider the City of Kenosha's Master Plan (zoning and street network) and any known future development plans.
- If the development accounts for more than 20 percent of the traffic for any one movement at intersections beyond these limits, the area must be expanded accordingly.

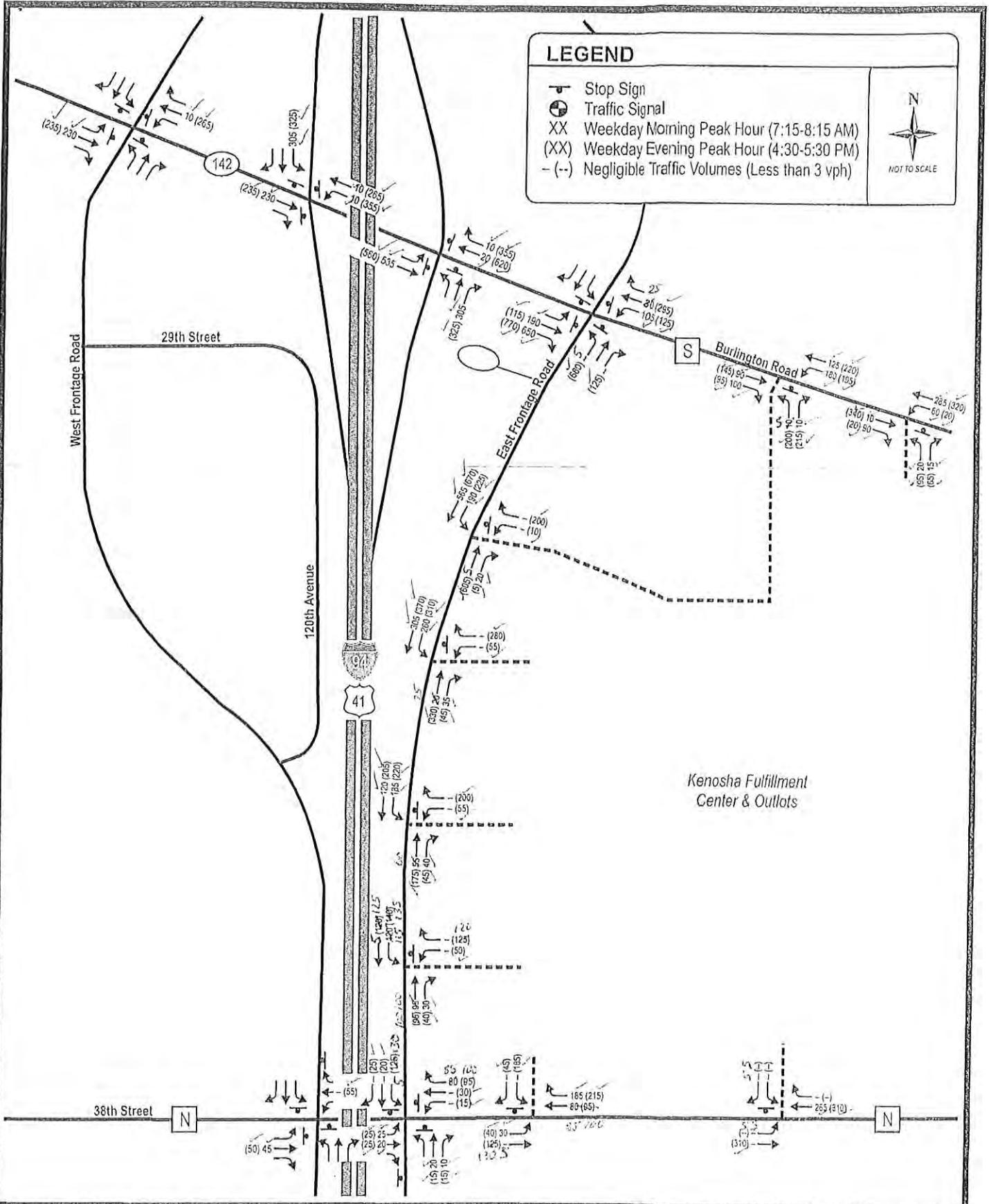
## Report Development

This study report will need to determine the traffic generated by the development and any other planned developments within the study area. ***The study will then evaluate the operation to determine the necessary storage lengths at intersections and any required improvements.*** In addition, recommendations must be developed to address any deficiencies. The following lists other study elements that the consultant is advised to pay particular attention to through the study process:

- 1) Explain, through narrative discussion and/or exhibits, the existing use and proposed changes to the property and parcels within the study area. Clearly identify the ***stages and time frame*** for each portion of the development. Exhibits showing staging break down are beneficial.
- 2) As discussed in the guidelines, traffic exhibits need to be developed based on DOT traffic counts and forecasts.
- 3) The TIA shall utilize DOT counts and projection data as the base line for analysis. Please contact Robert Elkin (262) 548-58704 for this information. **The counts performed by TADi don't appear to capture any volume from the Gordon Food Services warehouse on County N. Additional investigation or recounting will need to be done to determine what the issue is.**
- 4) Please note that there are existing traffic signals at the County S & County H intersection. Please contact Kenosha County for further information regarding signal timing and operations.
- 5) A DOT project (I.D. 1030-22-72) is currently underway for I-94. The improvements for this project are expected to be completed in the fall of 2014. Please contact Jeff Bohlen at (414) 750-2928 for additional information.
- 6) Please utilize the current edition of the ***ITE Trip Generation*** manual for the development's trip generation or provide appropriate documentation on other methods of trip generation. The trip generation provided in the Initial Development Review document is acceptable. The revised trip distribution dated August 7, 2013 is acceptable. The trip assignments shall be revised as shown on the attached to account for the truck deliveries to the site. Existing traffic volume exhibits will need to be revised pending resolution of item #3 above.
- 7) Label all major streets within the study area and all access points within the study area (show distances, land uses and ownership).

- 8) Include the existing and final transportation detail as discussed in the guidelines. Analyze development access points for the base year to determine if existing operations will handle traffic. Record improvements to address any deficiencies revealed through the evaluation.





**EXHIBIT 8A**  
**SITE NEW TRIPS - PEAK SEASON (NOVEMBER & DECEMBER)**

**KENOSHA, WISCONSIN**







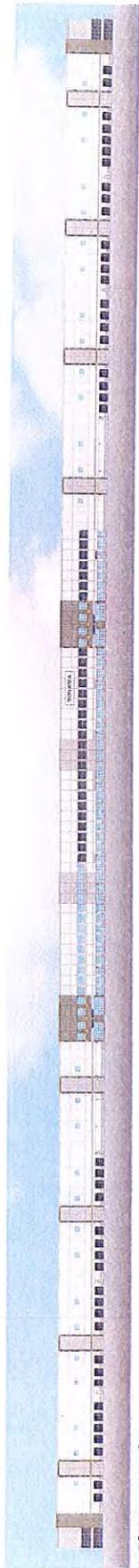




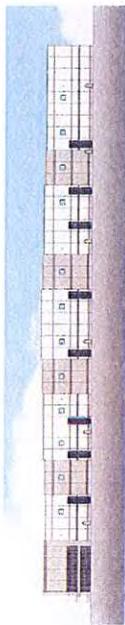




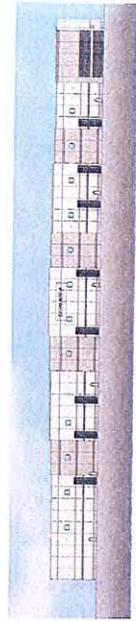




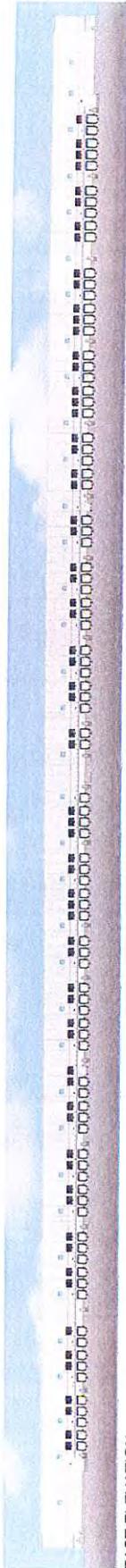
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

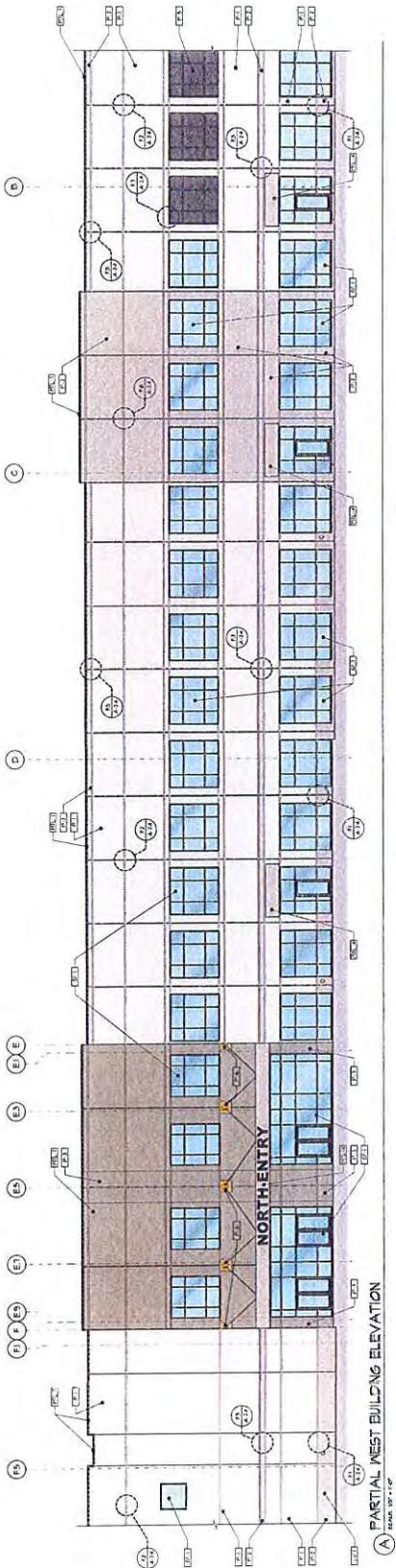


EAST ELEVATION

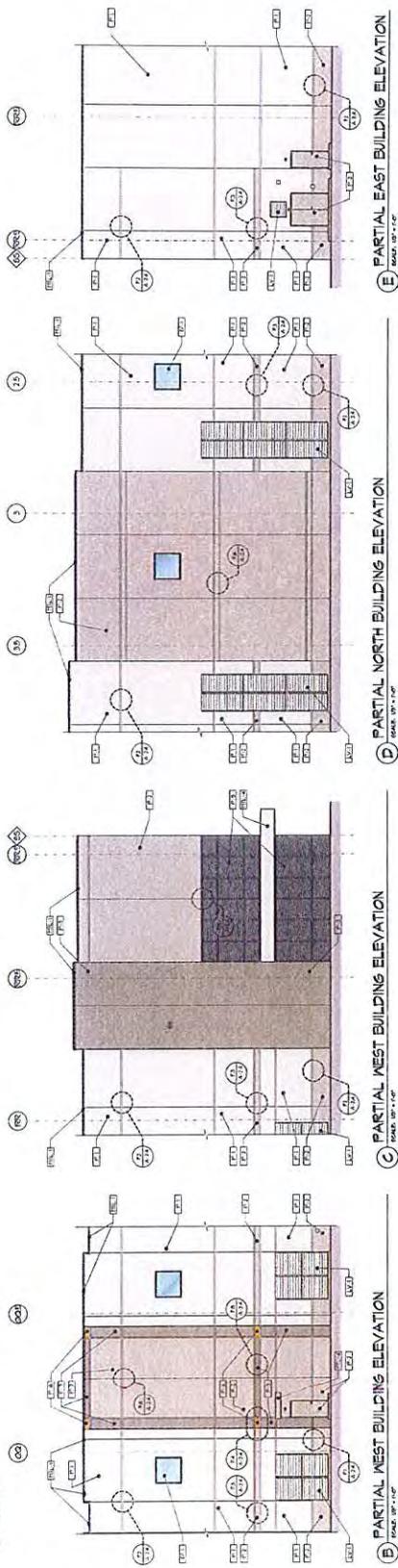


**Project Onyx**  
Kenosha, Kenosha County, Wisconsin  
August 19, 2013

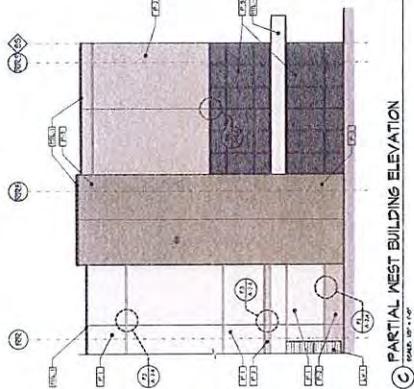




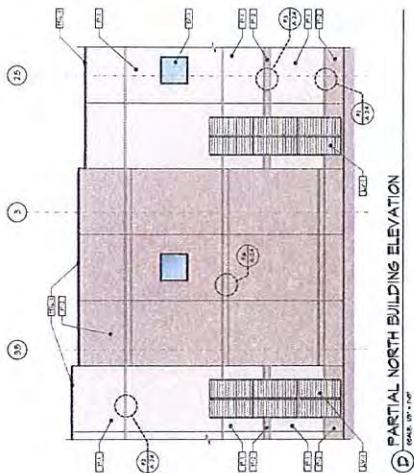
**A PARTIAL WEST BUILDING ELEVATION**  
SCALE: 1/8" = 1'-0"



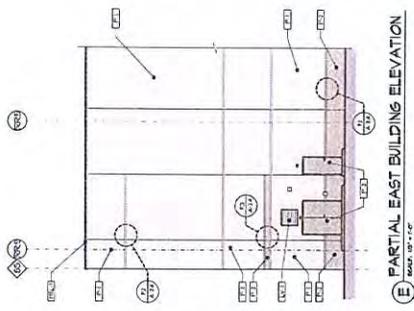
**B PARTIAL WEST BUILDING ELEVATION**  
SCALE: 1/8" = 1'-0"



**C PARTIAL WEST BUILDING ELEVATION**  
SCALE: 1/8" = 1'-0"

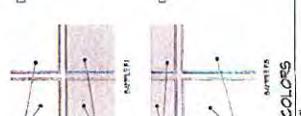
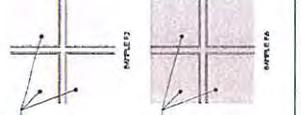
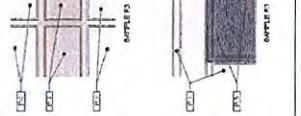
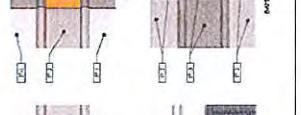
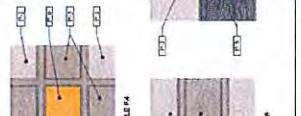


**D PARTIAL NORTH BUILDING ELEVATION**  
SCALE: 1/8" = 1'-0"



**E PARTIAL EAST BUILDING ELEVATION**  
SCALE: 1/8" = 1'-0"

- P1 SHERWIN WILLIAMS  
SW 700  
BURRICE
- P2 SHERWIN WILLIAMS  
MIDFIRE GRAY
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MIDFIRE GRAY
- P4 SHERWIN WILLIAMS  
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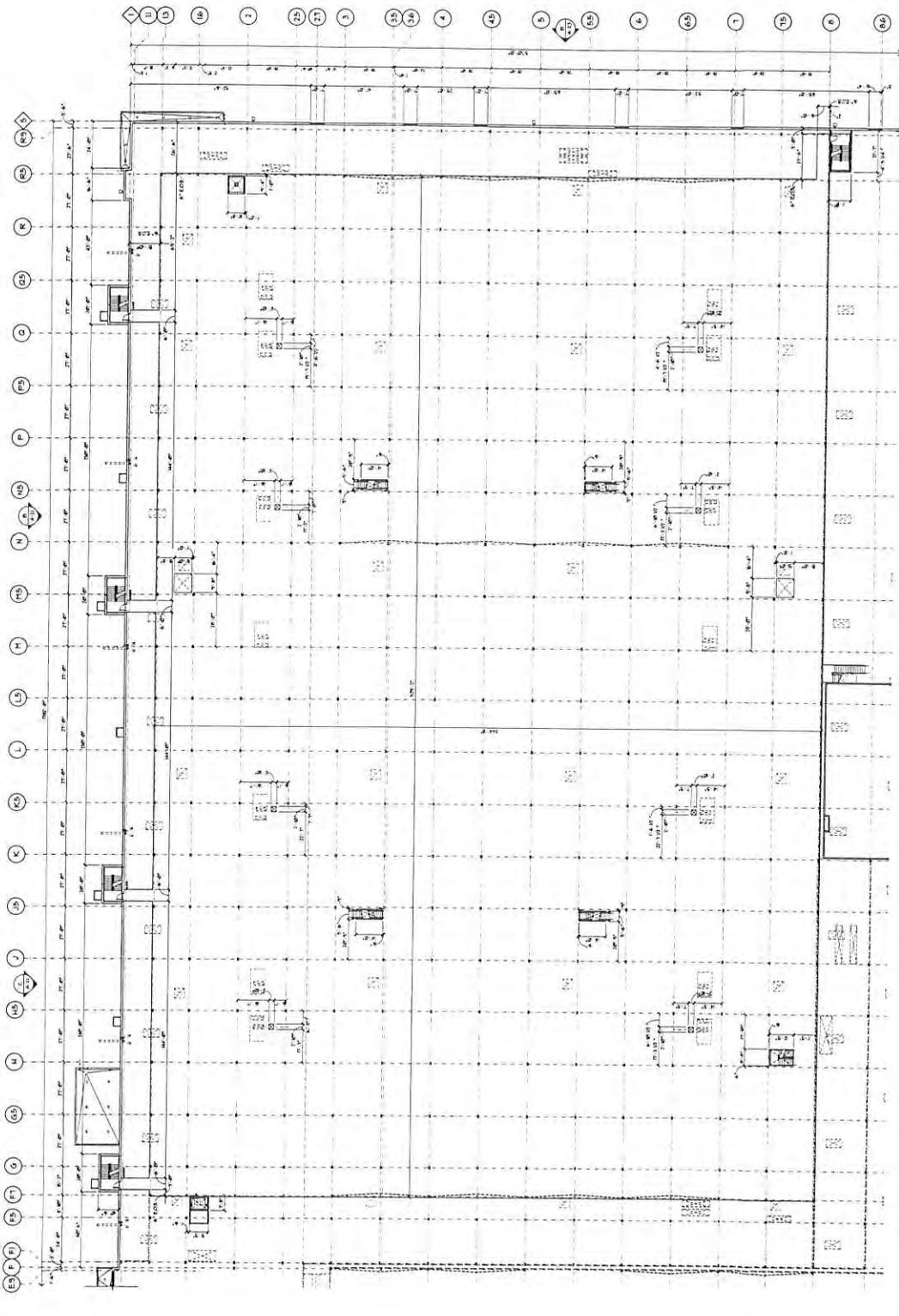








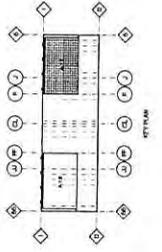




**(A) NORTH RSP BUILDING PLAN - 1ST ELEVATED LEVEL (10'-6" A.F.F.)**  
 SCALE: 1/8" = 1'-0"

**SYMBOL LEGEND**

○	DOOR SCHEDULE
○	DOOR SCHEDULE (FOR DOUBLE DOORS)
○	DOOR SCHEDULE (FOR TRIPLE DOORS)
○	DOOR SCHEDULE (FOR QUAD DOORS)
○	DOOR SCHEDULE (FOR FIVE DOORS)
○	DOOR SCHEDULE (FOR SIX DOORS)
○	DOOR SCHEDULE (FOR SEVEN DOORS)
○	DOOR SCHEDULE (FOR EIGHT DOORS)
○	DOOR SCHEDULE (FOR NINE DOORS)
○	DOOR SCHEDULE (FOR TEN DOORS)
○	DOOR SCHEDULE (FOR ELEVEN DOORS)
○	DOOR SCHEDULE (FOR TWELVE DOORS)
○	DOOR SCHEDULE (FOR THIRTEEN DOORS)
○	DOOR SCHEDULE (FOR FOURTEEN DOORS)
○	DOOR SCHEDULE (FOR FIFTEEN DOORS)
○	DOOR SCHEDULE (FOR SIXTEEN DOORS)
○	DOOR SCHEDULE (FOR SEVENTEEN DOORS)
○	DOOR SCHEDULE (FOR EIGHTEEN DOORS)
○	DOOR SCHEDULE (FOR NINETEEN DOORS)
○	DOOR SCHEDULE (FOR TWENTY DOORS)
○	DOOR SCHEDULE (FOR TWENTY ONE DOORS)
○	DOOR SCHEDULE (FOR TWENTY TWO DOORS)
○	DOOR SCHEDULE (FOR TWENTY THREE DOORS)
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○	DOOR SCHEDULE (FOR TWENTY SEVEN DOORS)
○	DOOR SCHEDULE (FOR TWENTY EIGHT DOORS)
○	DOOR SCHEDULE (FOR TWENTY NINE DOORS)
○	DOOR SCHEDULE (FOR THIRTY DOORS)
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○	DOOR SCHEDULE (FOR SEVENTY DOORS)
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○	DOOR SCHEDULE (FOR EIGHTY NINE DOORS)
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○	DOOR SCHEDULE (FOR NINETY EIGHT DOORS)
○	DOOR SCHEDULE (FOR NINETY NINE DOORS)
○	DOOR SCHEDULE (FOR ONE HUNDRED DOORS)

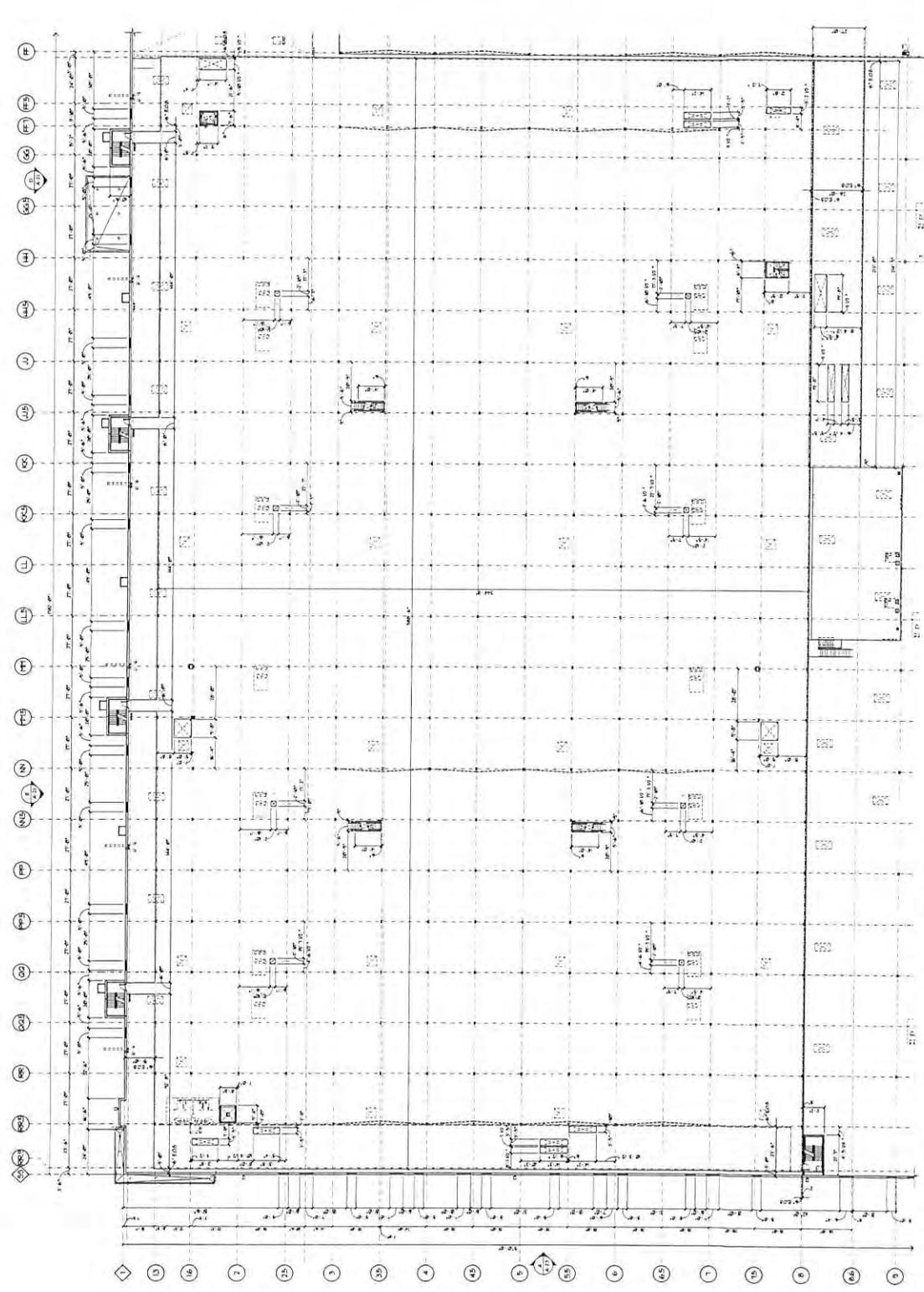






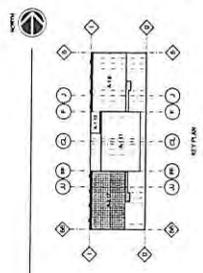






**SYMBOL LEGEND**

○	MAIL DELIVERY LOCKER (SEE PLAN)
○	CONCRETE WALL
○	CONCRETE COLUMN (SEE SCHEDULE)
○	CONCRETE BEAM (SEE SCHEDULE)
○	CONCRETE SLAB (SEE SCHEDULE)
○	CONCRETE FLOOR (SEE SCHEDULE)
○	CONCRETE CEILING (SEE SCHEDULE)
○	CONCRETE PARTITION WALL (SEE SCHEDULE)
○	CONCRETE PARTITION COLUMN (SEE SCHEDULE)
○	CONCRETE PARTITION BEAM (SEE SCHEDULE)
○	CONCRETE PARTITION SLAB (SEE SCHEDULE)
○	CONCRETE PARTITION FLOOR (SEE SCHEDULE)
○	CONCRETE PARTITION CEILING (SEE SCHEDULE)
○	CONCRETE PARTITION WALL (SEE SCHEDULE)
○	CONCRETE PARTITION COLUMN (SEE SCHEDULE)
○	CONCRETE PARTITION BEAM (SEE SCHEDULE)
○	CONCRETE PARTITION SLAB (SEE SCHEDULE)
○	CONCRETE PARTITION FLOOR (SEE SCHEDULE)
○	CONCRETE PARTITION CEILING (SEE SCHEDULE)

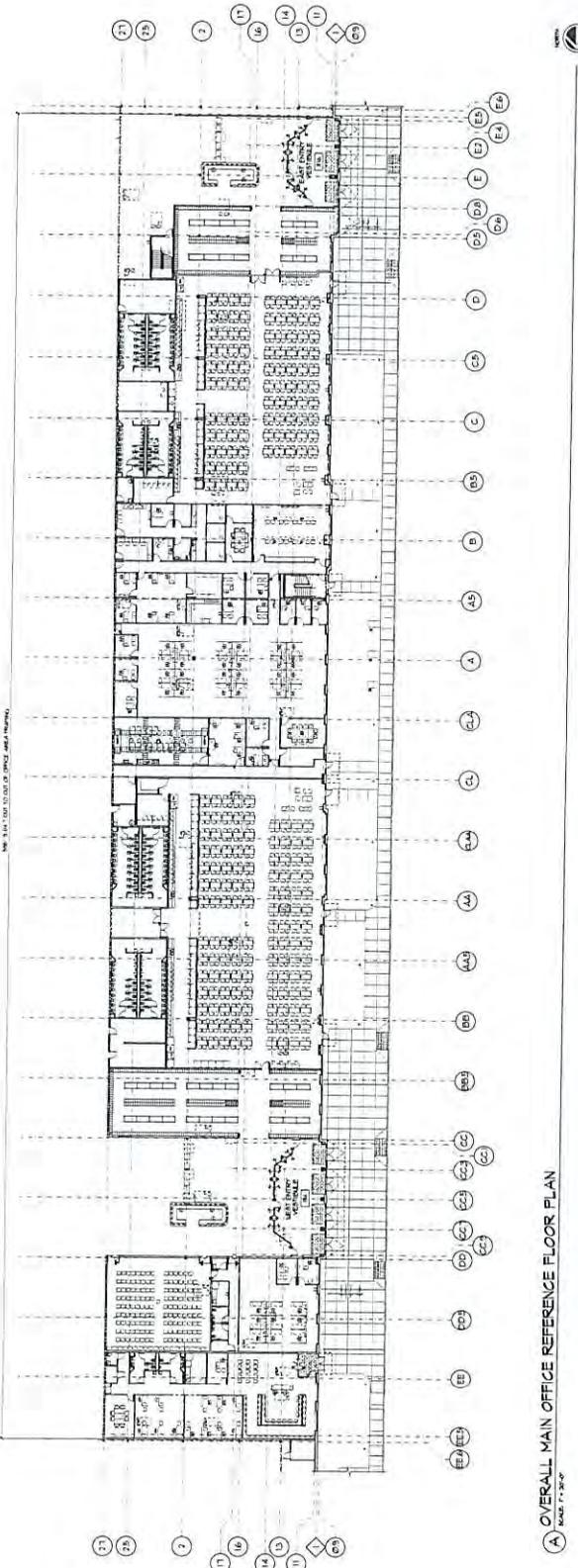


**A SOUTH RSP BUILDING PLAN - 2ND ELEVATED LEVEL (21'-0" AFF.)**









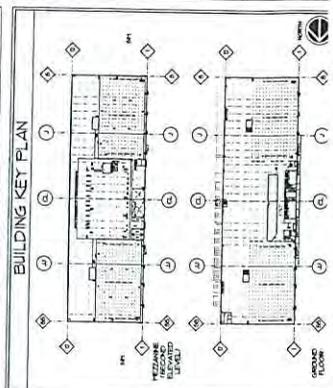
A OVERALL MAIN OFFICE REFERENCE FLOOR PLAN  
MADE BY KTR

**SYMBOL LEGEND**

○	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
□	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
△	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
◇	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
○	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
□	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
△	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS
◇	SEE SHELL PLAN FOR ELECTRICAL SYMBOLS

**PLAN GENERAL NOTES**

1. GENERAL NOTES TO BE OBSERVED AT ALL TIMES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).



**SHELL BUILDING PLAN & ELEVATION CODED NOTES FOR REFERENCE**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

**TENANT IMPROVEMENT PLAN CODED NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

**SWIN & ASSOCIATES**  
 1500 North Park Avenue  
 Suite 1000  
 Waukegan, IL 60087  
 Phone: 847.481.1111  
 Fax: 847.481.1110

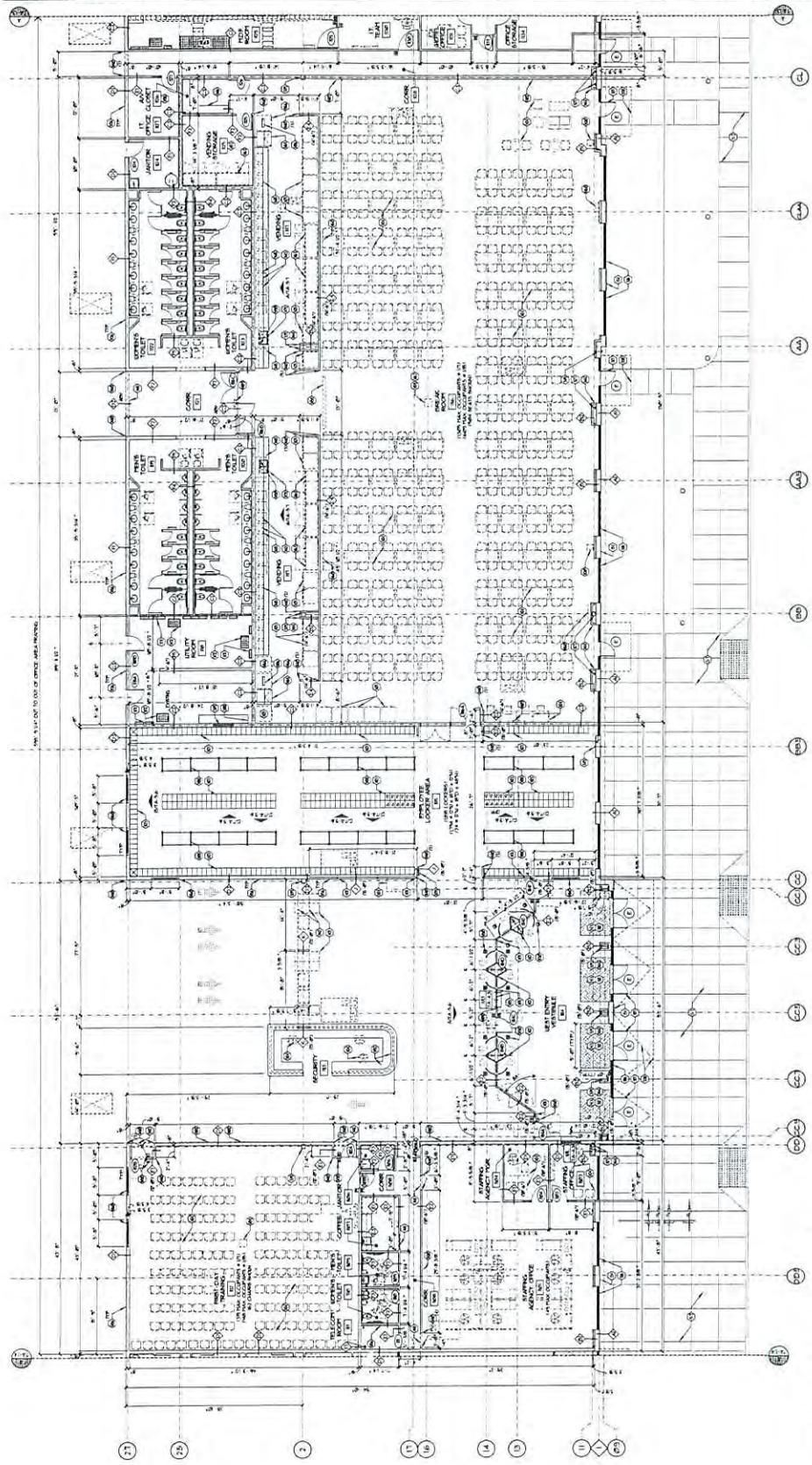
**KTR**  
 CAPITAL PARTNERS

**PROJECT ONYX**  
 FOR  
**KTR WIS III LLC**  
 38TH STREET & BURLINGTON ROAD  
 KEOSHA, KENOSHA COUNTY, WISCONSIN  
 Five Tower Bridge, 300 Barr Harbor Drive, Suite #150, Conshohocken, PA 19129

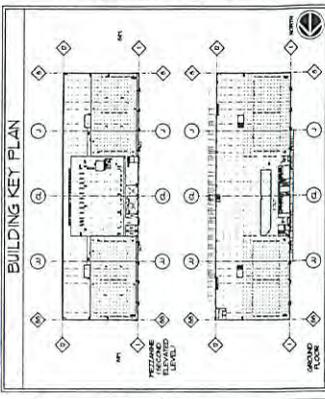
DATE: 08/20/13  
 DRAWN BY: J. WILSON  
 CHECKED BY: J. WILSON  
 PROJECT NO: 13-001

**PARTIAL MAIN OFFICE FLOOR AND NOTES**  
 13-001

**A-1.17**



**A PARTIAL MAIN OFFICE FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"



**SYMBOL LEGEND**

○	PLAN COLUMNS (SEE PLAN)	□	EXISTING CONCRETE WALL PANEL
○	NEW COLUMNS (SEE PLAN)	—	EXISTING PARTITION (SCHEDULE)
○	NEW PARTITION (SCHEDULE)	—	NEW PARTITION (SCHEDULE)
○	EXISTING PARTITION (SCHEDULE)	—	NEW PARTITION (SCHEDULE)
○	EXISTING WINDOW SYSTEM	—	EXISTING WINDOW SYSTEM
○	NEW WINDOW SYSTEM	—	NEW WINDOW SYSTEM
○	EXISTING DOOR (SCHEDULE)	—	NEW DOOR (SCHEDULE)
○	NEW DOOR (SCHEDULE)	—	NEW DOOR (SCHEDULE)
○	EXISTING ELEVATOR (SCHEDULE)	—	NEW ELEVATOR (SCHEDULE)
○	NEW ELEVATOR (SCHEDULE)	—	NEW ELEVATOR (SCHEDULE)
○	EXISTING STAIR (SCHEDULE)	—	NEW STAIR (SCHEDULE)
○	NEW STAIR (SCHEDULE)	—	NEW STAIR (SCHEDULE)

**PLAN GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
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7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

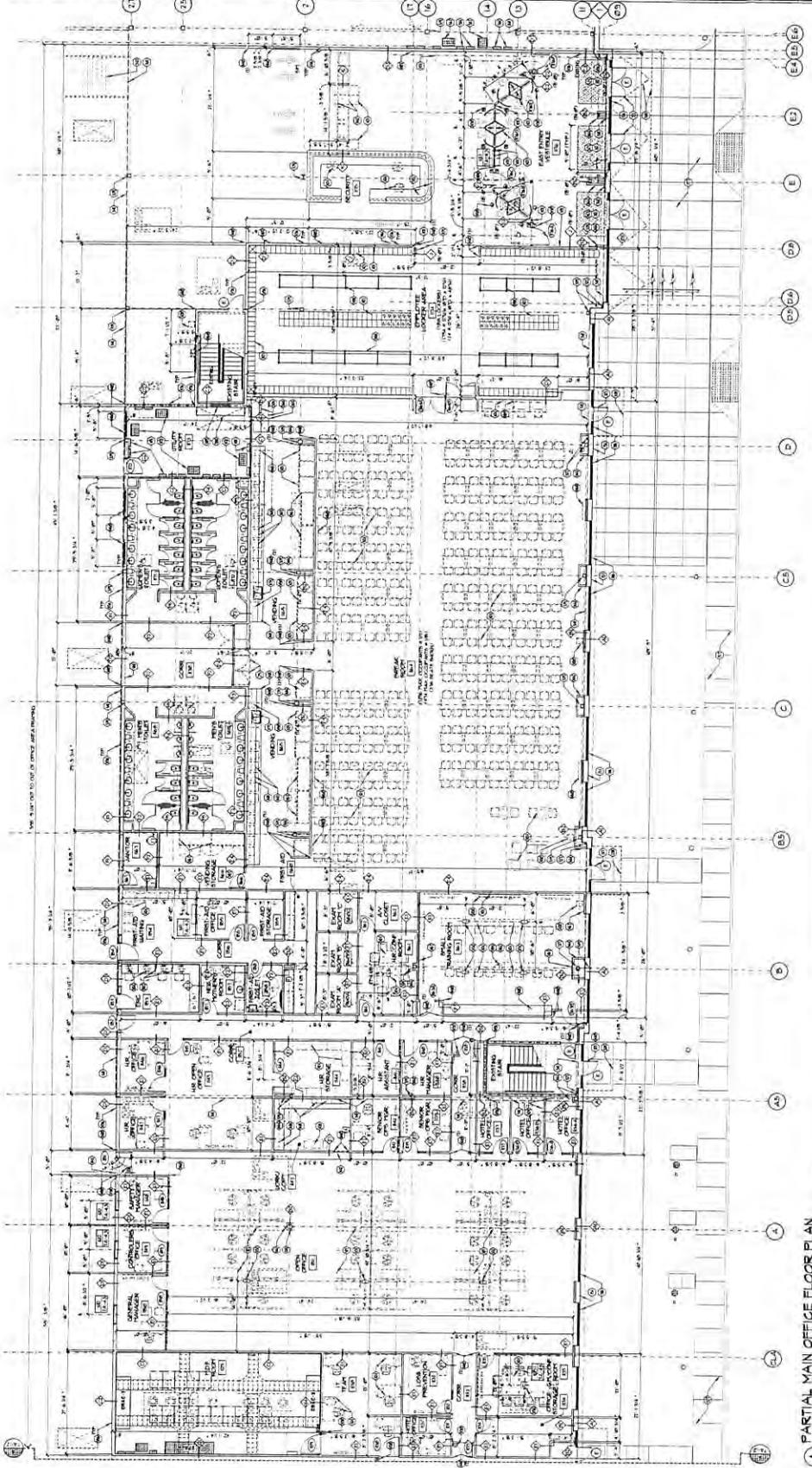
**CONTRACT DOCUMENTS**  
 CONTRACT NO. 13-0000000000000000  
 PROJECT NO. 13-0000000000000000  
 DATE: 10/10/13

**KTR**  
 CAPITAL PARTNERS

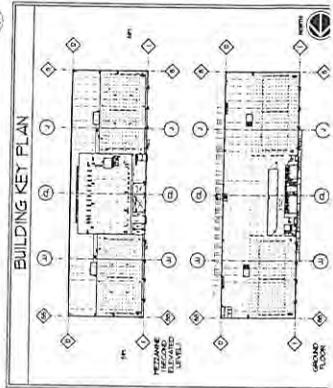
**PROJECT ONYX**  
 38TH STREET & BURLINGTON ROAD  
 KENOSHA, KENOSHA COUNTY, WISCONSIN  
 FOR  
 KTR WIS III LLC  
 Flat Top Dr. Bldg. 300 Barr Harbor Dr. Suite #150, Kenosha, WI 53148

NO.	REVISION	DATE

**PARTIAL MAIN OFFICE FLOOR PLAN AND NOTES**  
 TA-1.3



**A PARTIAL MAIN OFFICE FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



**SYMBOL LEGEND**

○	DOOR SWING TO THE RIGHT	○	EXTERIOR CONCRETE RAIL PANEL
○	DOOR SWING TO THE LEFT	○	GLASS CURTAIN WALL
○	DOOR SWING TO THE RIGHT (NEW)	○	GLASS CURTAIN WALL (NEW)
○	DOOR SWING TO THE LEFT (NEW)	○	GLASS CURTAIN WALL (NEW) (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE RIGHT (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE LEFT (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE RIGHT (NEW) (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (NEW) (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE LEFT (NEW) (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (NEW) (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE RIGHT (LIMITED ACCESSIBLE) (NEW)	○	GLASS CURTAIN WALL (LIMITED ACCESSIBLE) (NEW)
○	DOOR SWING TO THE LEFT (LIMITED ACCESSIBLE) (NEW)	○	GLASS CURTAIN WALL (LIMITED ACCESSIBLE) (NEW)
○	DOOR SWING TO THE RIGHT (NEW) (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (NEW) (LIMITED ACCESSIBLE)
○	DOOR SWING TO THE LEFT (NEW) (LIMITED ACCESSIBLE)	○	GLASS CURTAIN WALL (NEW) (LIMITED ACCESSIBLE)

**PLAN GENERAL NOTES**

1. PARTIAL MAIN OFFICE FLOOR PLAN.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

**PROJECT CLASSIFICATION**  
 COMMERCIAL BUILDING  
 PROJECT NO. 13-001  
 DATE: 10/1/13

**KTR CAPITAL PARTNERS**

**PROJECT ONLYX**  
 39TH STREET & BURLINGTON ROAD  
 KENOSHA, KENOSHA COUNTY, WISCONSIN  
 FOR  
 KTR WIS III LLC  
 FIVE TOWER DRIVE, 300 EAST HILBORN DRIVE, SUITE #150, COVINGTON, PA 19428

**ENLARGED GROUND FLOOR PLANS**

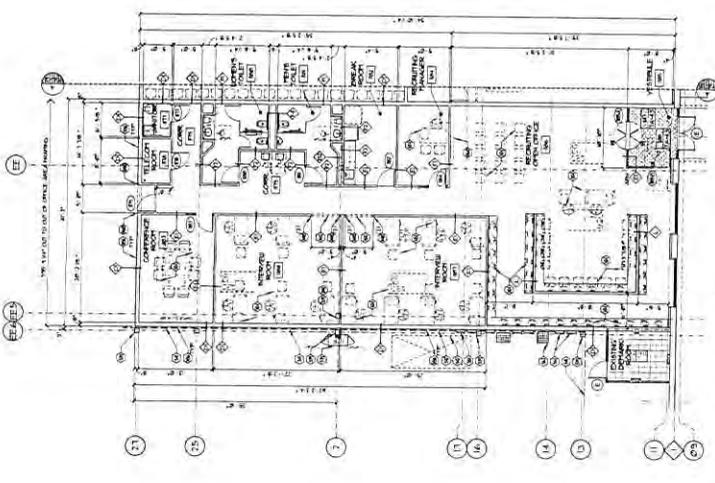
**A-1.19**

**PLAN GENERAL NOTES**

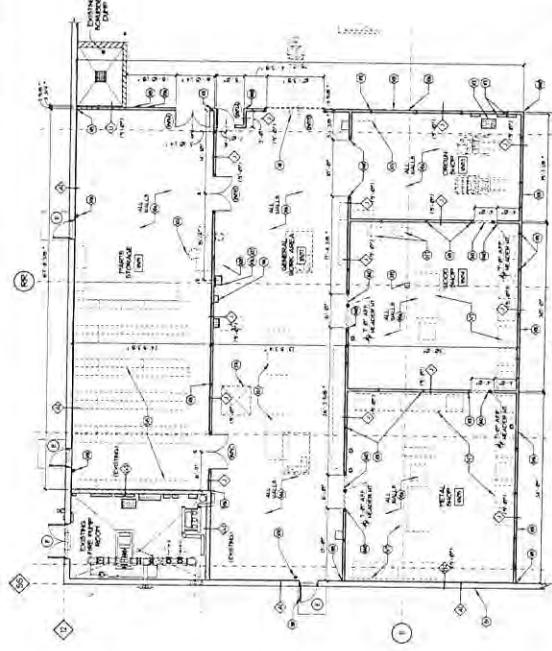
1. REFER TO "C" CLARIFICATION SHEET FOR GENERAL NOTES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

**SYMBOL LEGEND**

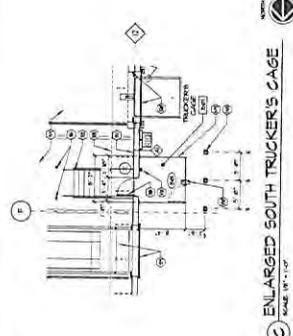
○	1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
◇	2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
□	3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
○	4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
◇	5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
□	6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
○	7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
◇	8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
□	9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
○	10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
◇	11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
□	12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.



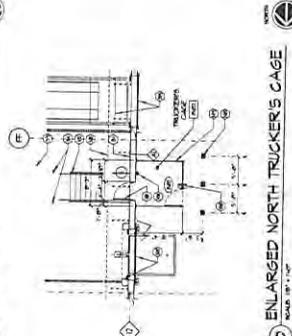
**A RECRUITING OFFICE FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



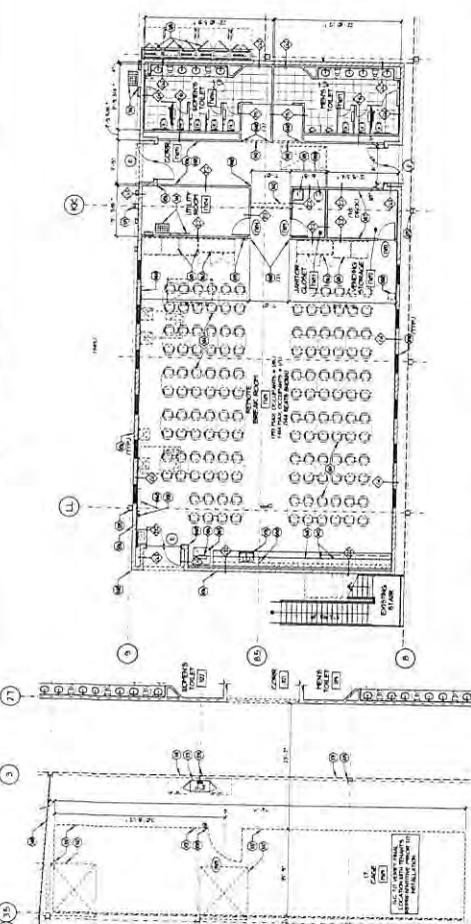
**B MAINTENANCE AREA FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



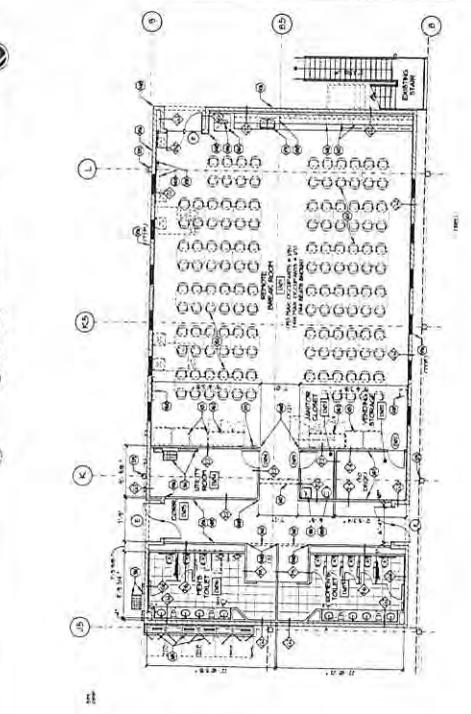
**C ENLARGED SOUTH TRUCKER'S CAGE**  
 SCALE: 1/4" = 1'-0"



**D ENLARGED NORTH TRUCKER'S CAGE**  
 SCALE: 1/4" = 1'-0"



**E NORTH REMOTE BREAK ROOM FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



**F SOUTH REMOTE BREAK ROOM FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

**E ENLARGED I.T. CAGE**  
 SCALE: 1/4" = 1'-0"

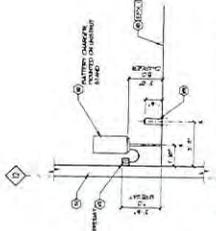




**PROJECT ONYX**  
 29TH STREET & BURLINGTON ROAD  
 KENOSHA, WISCONSIN  
 FOR  
 KTR WIS III LLC  
 Five Tower Bldg., 300 Barr Harbor Drive, Suite #150, Conshohocken, PA 19328

**BATTERY CHARGING AREA FLOOR PLANS AND ELEVATIONS**

**A-1.21**



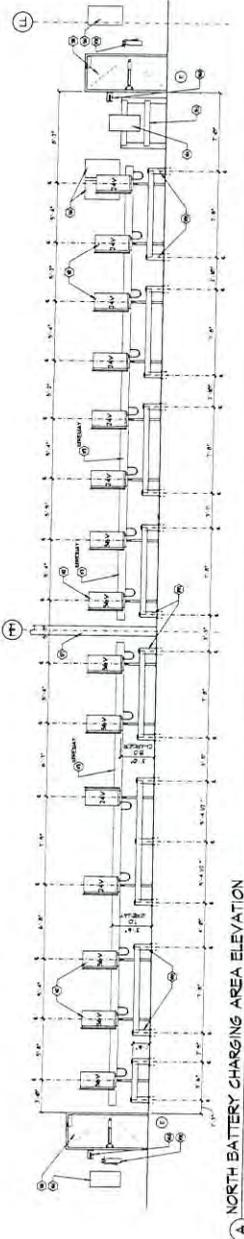
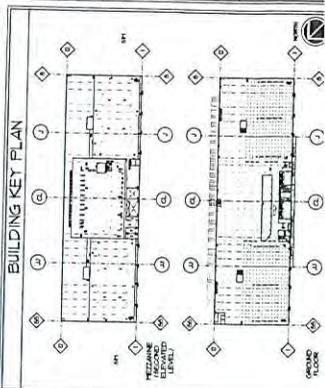
**B BATTERY CHARGING AREA SECTION**  
 SCALE: 1/4" = 1'-0"

**SYMBOL LEGEND**

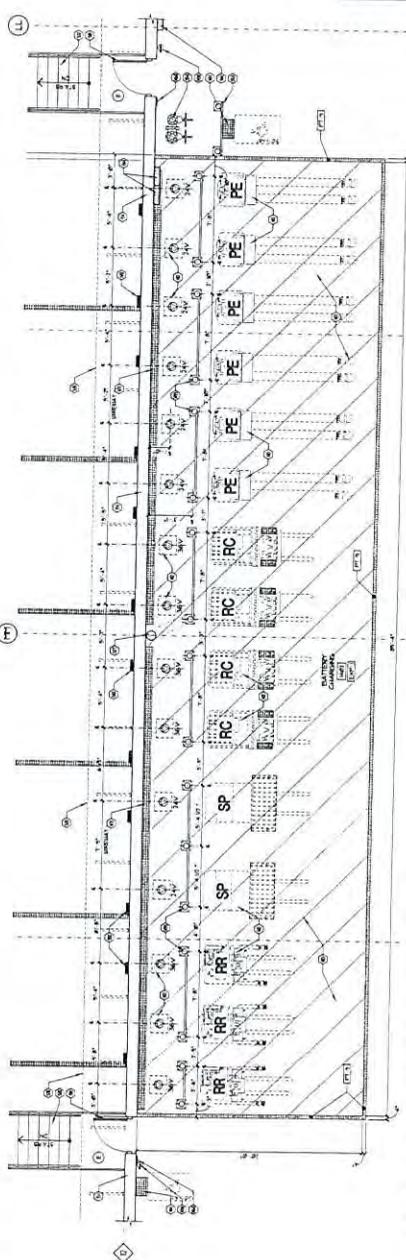
○	NEW CONCRETE WALL PANEL
○	EXISTING CONCRETE WALL PANEL
○	NEW PARTITION
○	EXISTING PARTITION
○	NEW FLOOR
○	EXISTING FLOOR
○	NEW CEILING
○	EXISTING CEILING
○	NEW DOOR
○	EXISTING DOOR
○	NEW WINDOW
○	EXISTING WINDOW
○	NEW STAIR
○	EXISTING STAIR
○	NEW ELEVATOR
○	EXISTING ELEVATOR
○	NEW MECHANICAL ROOM
○	EXISTING MECHANICAL ROOM
○	NEW ELECTRICAL ROOM
○	EXISTING ELECTRICAL ROOM
○	NEW TELEPHONE ROOM
○	EXISTING TELEPHONE ROOM
○	NEW JANETRY
○	EXISTING JANETRY
○	NEW RESTROOM
○	EXISTING RESTROOM
○	NEW STORAGE ROOM
○	EXISTING STORAGE ROOM
○	NEW MECHANICAL ROOM
○	EXISTING MECHANICAL ROOM
○	NEW ELECTRICAL ROOM
○	EXISTING ELECTRICAL ROOM
○	NEW TELEPHONE ROOM
○	EXISTING TELEPHONE ROOM
○	NEW JANETRY
○	EXISTING JANETRY
○	NEW RESTROOM
○	EXISTING RESTROOM
○	NEW STORAGE ROOM
○	EXISTING STORAGE ROOM

**PLAN GENERAL NOTES**

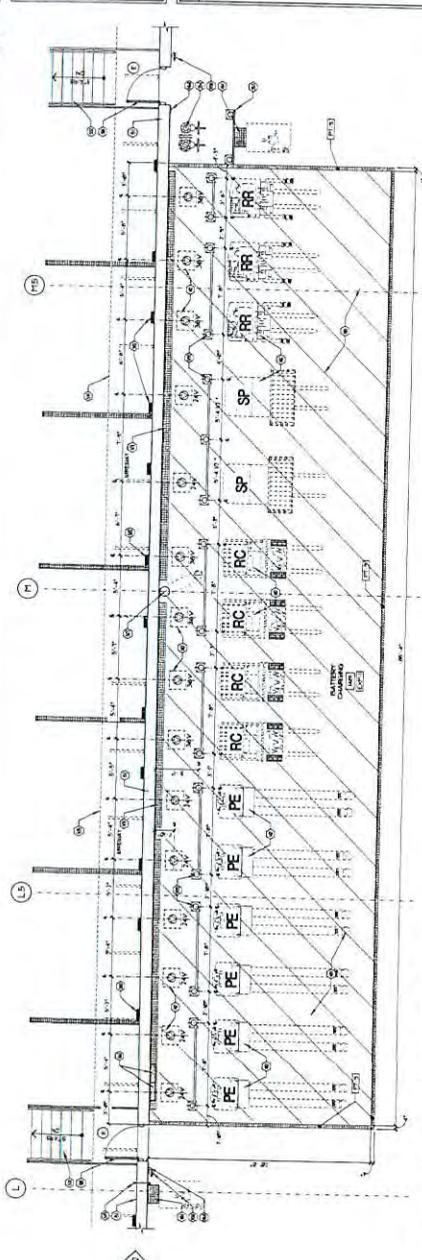
1. REFER TO ALL OTHER DRAWINGS FOR GENERAL NOTES AND SPECIFICATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL MATERIALS SHALL BE OF QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SCOPE.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED LOCATION.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED CONDITIONS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED CONSTRAINTS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED RISKS.



**A NORTH BATTERY CHARGING AREA ELEVATION**  
 SCALE: 1/4" = 1'-0"



**C NORTH BATTERY CHARGING AREA FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

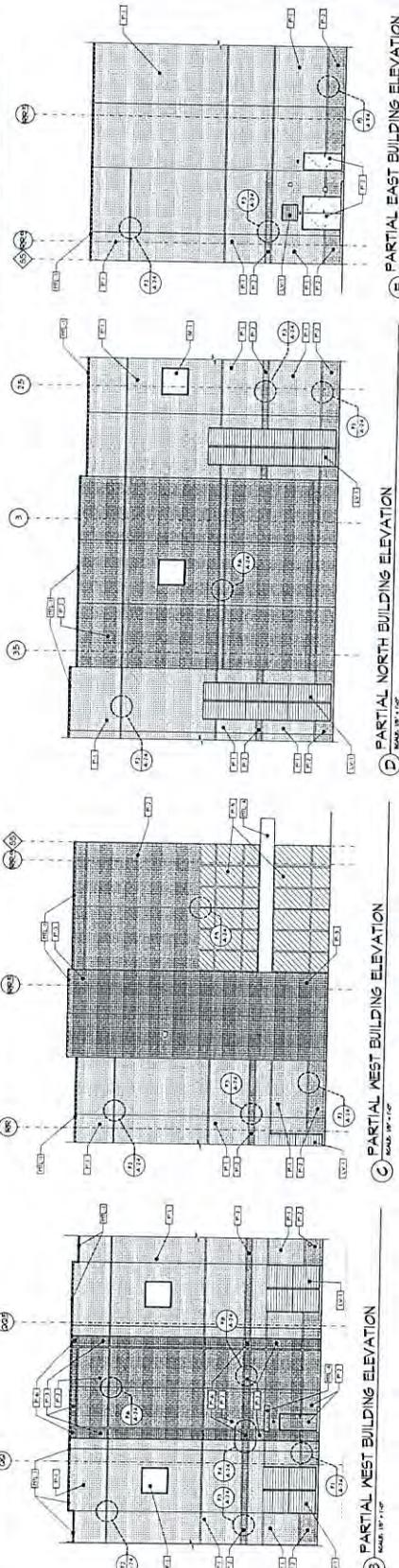
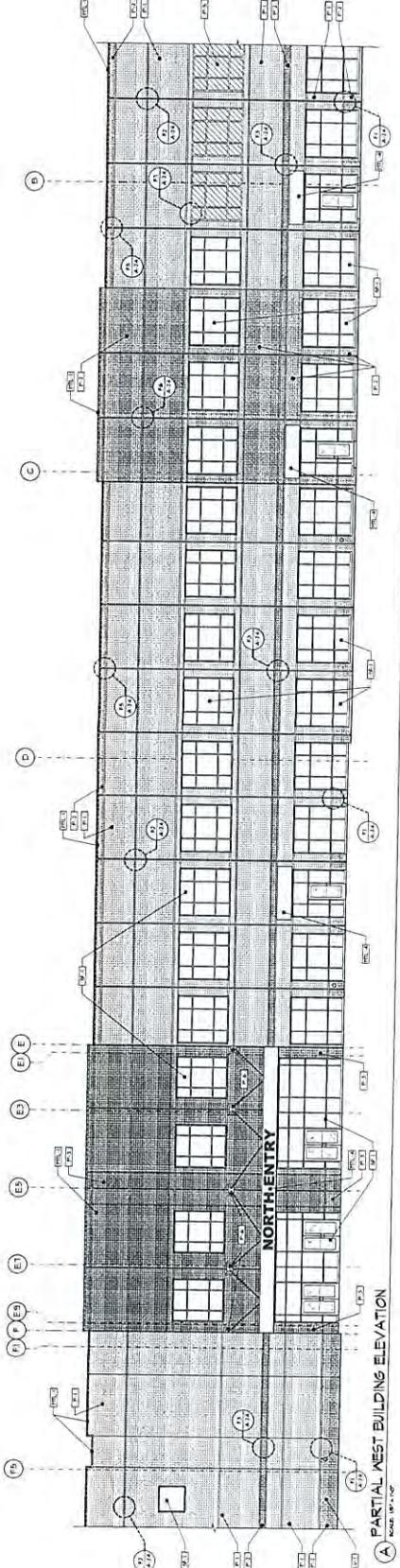


**D SOUTH BATTERY CHARGING AREA FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"









**SHELL BUILDING MATERIAL FINISH KEY**

ITEM	MANUFACTURER	DESCRIPTION	REMARKS	FINISH
EF1	INTERIOR	PAINT	INTERIOR WALLS	PAINT
EF2	INTERIOR	CEILING	INTERIOR CEILING	CEILING
EF3	INTERIOR	FLOOR	INTERIOR FLOOR	FLOOR
EF4	EXTERIOR	CONCRETE	EXTERIOR CONCRETE	CONCRETE
EF5	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF6	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF7	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF8	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF9	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF10	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF11	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF12	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF13	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF14	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF15	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF16	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF17	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF18	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF19	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF20	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF21	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF22	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF23	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF24	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF25	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF26	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF27	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF28	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF29	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF30	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF31	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF32	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF33	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF34	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF35	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF36	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF37	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF38	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF39	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF40	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF41	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF42	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF43	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF44	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF45	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF46	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF47	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF48	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF49	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF50	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF51	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF52	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF53	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF54	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF55	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF56	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF57	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF58	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF59	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF60	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF61	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF62	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF63	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF64	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF65	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF66	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF67	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF68	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF69	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF70	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF71	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF72	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF73	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF74	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF75	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF76	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF77	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF78	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF79	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF80	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF81	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF82	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF83	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF84	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF85	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF86	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF87	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF88	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF89	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT
EF90	EXTERIOR	WOOD	EXTERIOR WOOD	WOOD
EF91	EXTERIOR	STONE	EXTERIOR STONE	STONE
EF92	EXTERIOR	METAL	EXTERIOR METAL	METAL
EF93	EXTERIOR	GLASS	EXTERIOR GLASS	GLASS
EF94	EXTERIOR	STEEL	EXTERIOR STEEL	STEEL
EF95	EXTERIOR	BRICK	EXTERIOR BRICK	BRICK
EF96	EXTERIOR	CLAY TILE	EXTERIOR CLAY TILE	CLAY TILE
EF97	EXTERIOR	ROOFING	EXTERIOR ROOFING	ROOFING
EF98	EXTERIOR	MECHANICAL	EXTERIOR MECHANICAL	MECHANICAL
EF99	EXTERIOR	LANDSCAPE	EXTERIOR LANDSCAPE	LANDSCAPE
EF100	EXTERIOR	PAINT	EXTERIOR PAINT	PAINT

**SHELL BUILDING FINISH NOTES**

1. SEE SPECIFICATIONS FOR EXTERIOR FINISHES, INTERIOR FINISHES, AND MECHANICAL FINISHES.
2. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
3. PAINT CONCRETE FILLER SHALL BE INTERIOR FINISHES UNLESS OTHERWISE NOTED.
4. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
5. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
6. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
7. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
8. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
9. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.
10. EXTERIOR WALLS SHALL BE CONCRETE OR BRICK UNLESS OTHERWISE NOTED.

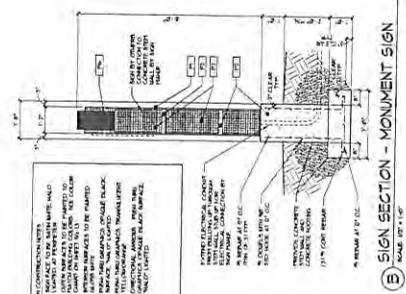
**PAINT COLORS**

MADE BY: 1-10-13

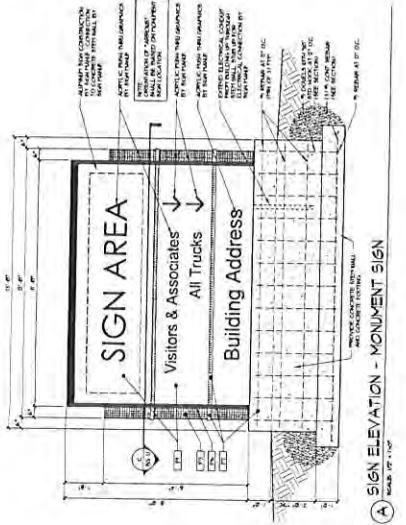


NO.	REVISION	DATE

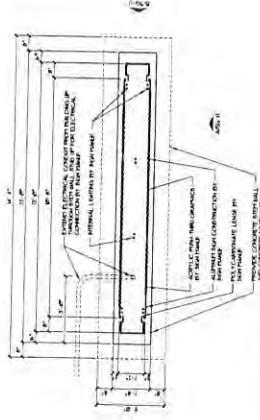
THIS DRAWING IS THE PROPERTY OF THE DESIGNER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.



**(B) SIGN SECTION - MONUMENT SIGN**  
 SCALE: 1/4" = 1'-0"



**(A) SIGN ELEVATION - MONUMENT SIGN**  
 SCALE: 1/4" = 1'-0"



**(C) SIGN PLAN - MONUMENT SIGN**  
 SCALE: 1/4" = 1'-0"

**MONUMENT SIGNAGE COLORS**

P1	REFLECTIVE WHITE	REFLECTIVE WHITE
P2	ARCHITECTURAL COLOR	ARCHITECTURAL COLOR
P3	ARCHITECTURAL COLOR	ARCHITECTURAL COLOR
P6	ARCHITECTURAL COLOR	ARCHITECTURAL COLOR
DOT	ARCHITECTURAL COLOR	ARCHITECTURAL COLOR

**CUSTOM SIGNAGE COLORS**

COLOR	REFLECTIVE	NON-REFLECTIVE
C1 WHITE	REFLECTIVE WHITE	REFLECTIVE WHITE
C2 BLACK	REFLECTIVE BLACK	REFLECTIVE BLACK
C3 YELLOW	REFLECTIVE YELLOW	REFLECTIVE YELLOW
C4 GRAY	REFLECTIVE GRAY	REFLECTIVE GRAY
C5 RED	REFLECTIVE RED	REFLECTIVE RED
C6 BLUE	REFLECTIVE BLUE	REFLECTIVE BLUE

**COLOR GENERAL NOTES**

1. ALL COLORS SHALL BE MATCHED TO THE COLOR CHART PROVIDED BY THE MANUFACTURER.

2. ALL COLORS SHALL BE MATCHED TO THE COLOR CHART PROVIDED BY THE MANUFACTURER.

3. ALL COLORS SHALL BE MATCHED TO THE COLOR CHART PROVIDED BY THE MANUFACTURER.

4. ALL COLORS SHALL BE MATCHED TO THE COLOR CHART PROVIDED BY THE MANUFACTURER.

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10. ALL COLORS SHALL BE MATCHED TO THE COLOR CHART PROVIDED BY THE MANUFACTURER.

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 6
<b>Conditional Use Permit for a 10,498 s.f. multi-tenant building to be located at the northeast corner of Green Bay Road and Washington Road. (Kenosha Pointe) (District #5) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: Northeast corner of Green Bay Road and Washington Road  
 Zoned: B-2 Community Business District / Air -4 Airport Overlay District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman LaMacchia, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

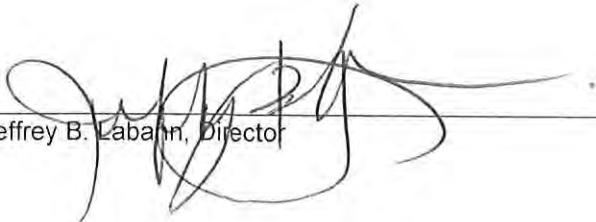
**ANALYSIS:**

- The applicant is proposing to construct a multi-tenant building at the Kenosha Pointe Shopping Center located at the northeast corner of Green Bay Road and Washington Road.
- The proposed building would be located directly north of the existing CVS Pharmacy and northwest of the existing McDonald's.
- The proposed exterior materials are brick, stone, block and EIFS. The red brick on the building will be required to match the brick that's been used on the CVS and McDonald's in the Unified Business Center. The stone has been added to the building at Staff's request to be compatible with the CVS and McDonald's buildings, which have used stone as well.
- The applicant has indicated that two (2) of the potential tenants are a Subway Restaurant with a drive-thru and a dentist's office.
- Plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

**RECOMMENDATION:**

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

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/6fact-cup-kenoshapointe.odt

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

***Kenosha City Plan  
Commission  
Conditions of Approval***

**Kenosha Pointe  
NEC of Green Bay Road  
and Washington Road**

September 19, 2013

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain Sidewalk and Parking Lot permits from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. Since the site is part of a Unified Business Center, it is permitted only a monument sign.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

***Kenosha City Plan  
Commission  
Conditions of Approval***

**Kenosha Pointe  
NEC of Green Bay Road  
and Washington Road**

September 19, 2013

- i. The applicant shall meet all applicable Conditions of Approval and obtain a Building Permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - j. Outdoor display of products is prohibited.
  - k. All vehicles shall be parked within the designated paved areas.
  - l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - m. Cross access shall be provided to adjacent parcels if required at a future date by the City.
  - n. Compliance with the Operational Plan dated August 6, 2013.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated August 23, 2013.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated August 19, 2013.
  - c. Detail on a gated wood or masonry trash enclosure shall be submitted for review and approval. The exterior material shall be wood, or a masonry material to match the building.
  - d. Based on codes, any building over 3,500 s.f. must be sprinklered. In addition, the tenant spaces will all need to be either separated by fire walls or the entire building will need to be sprinklered. Contact the Fire Prevention Bureau for further details.
  - e. The drive-thru lane on the north end of the building does not meet the seventy-five (75') foot stacking distance requirement of the Zoning Ordinance. The stacking distance shall not interfere with other on-site traffic movements. It appears that this area will need a significant redesign to meet the minimum requirements.
  - f. Sidewalks are required along the Green Bay Road frontage. The sidewalk shall connect to the existing sidewalk, which terminates to the southeast of the CVS Pharmacy.

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

***Kenosha City Plan  
Commission  
Conditions of Approval***

**Kenosha Pointe**  
NEC of Green Bay Road  
and Washington Road  
September 19, 2013

- g. The site shall include defined pedestrian connectors to the public sidewalk along Green Bay Road and the private sidewalk along the east edge of the property. Include a paved walkway and crosswalk striping where ever the walk crosses a drive aisle.
- h. The building elevations shall comply with the design standards of Section 14 of the Zoning Ordinance. Specifically, the east elevation shall have a minimum of sixty (60%) of the facade containing windows, awnings or other articulation.
- i. The Site Plan refers to a masonry wall along the west edge of the parking lot with details provided in the Architectural Plans. The details were not provided. Please provide the details of the masonry wall.
- j. Provide a new materials board indicating that the brick colors will be compatible with the other existing buildings in the Unified Business Center.
- k. A minimum of one (1) paved cross access drive shall be paved to the lot to the north with a minimum of twenty-four (24') foot wide pavement.

/u2/acct/cp/ckays/1CPC/2013/SEP19/6conditions-kenoshapointe.odt



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

**TO:** Brian Wilke, Development Coordinator

**FROM:** Michael M. Lemens, P.E.  
Director of Public Works

Shelly Billingsley, P.E.  
City Engineer

*[Handwritten signatures and date]*  
8-29-13

**DATE:** August 23, 2013

**SUBJECT:** PLAN REVIEW COMMENTS

**Project Description:** Kenosha Pointe Multi-Tenant Development

**Location:** Northeast corner of Green Bay Road and Washington Road

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown	X		
Parking Lot Lighting Adequate	X		
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design	X		

<b>Public Streets</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

<b>Site Grading/Drainage</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations			X

<b>Project Approval/Permits Needed</b>	<b>Yes</b>	<b>No</b>	<b>Not Applicable</b>
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required	X		
Erosion Control Required	X		
State Permit Required	X		

**Grading & Drainage Comments:**

1. Note that the erosion control review is separate from the CUP review and the erosion control plan will be reviewed when the erosion control permit is applied for.
2. Provide storm sewer sizing calculations.
3. The approved stormwater management plan that covers the site includes an existing detention pond located south of 34<sup>th</sup> Street. This plan assumes that all runoff from the 100 year storm will be captured by the pond. The proposed grading plan shows that the overland flow path for runoff in excess of the storm sewer capacity for the majority of the site is to an inlet in the Green Bay Road right-of-way. The storm sewer that drains this inlet bypasses the existing detention pond. Provide calculations showing how much flow is lost to the Green Bay Road inlet and is not

captured by the pond. It may be required that the design of the site be altered so that the overland flow drains to 57<sup>th</sup> Avenue (as much of it does in the pre-construction state) or some detention may be required to ensure that runoff is routed to the pond.

4. Provide construction details.

**Traffic Comments:**

1. Obtain an address for the site.

cc: Jeff Hansen  
Clement Abongwa  
Kile Kuhlmeier  
Gerard Koehler

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: August 19, 2013

Subject: Kenosha Pointe Multi-Tenant Development

Location: Northeast corner of Green Bay Road and Washington Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

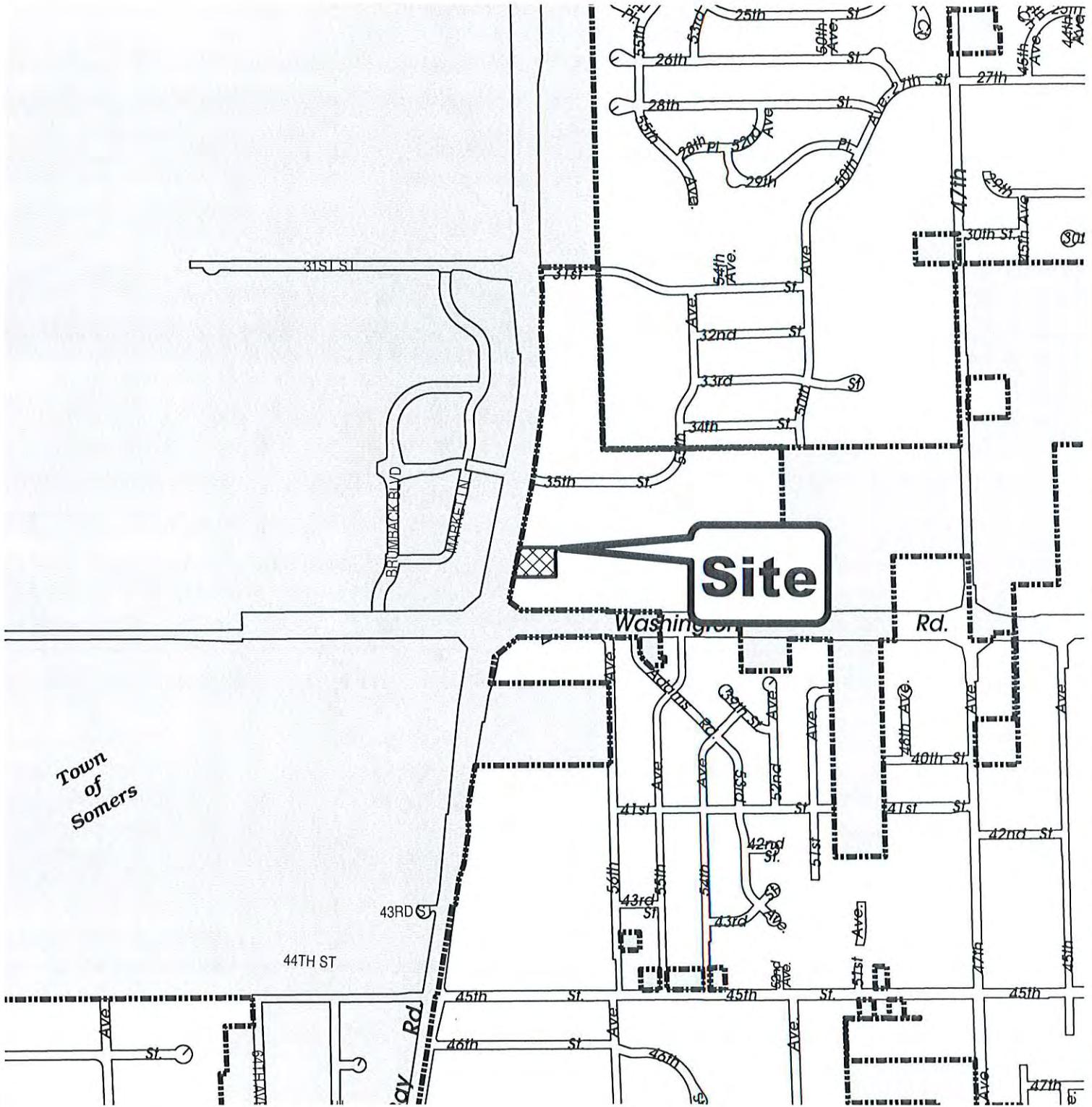
1. The monument sign along STH 31 is shown partially within the KWU easement. No signs shall be placed within KWU easements and this sign shall be shown completely outside of the 20' easement.
2. Show the water meter size and location, including a detail or diagram. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a gate valve on the inlet and outlet pipe.
3. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, or approved equal
4. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
5. Include the following note on the Utility Plan
  - a. All applications and fees for sanitary sewer and water must be completed and paid prior to connection to sewer/water systems.
6. Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-34.
7. Label invert elevations on all water service stubs and fittings and provide pipe slopes for water service lines.
8. Please note that each tenant will be required to pay a sanitary sewer connection fee based on the water meter size. Since no meter information was shown on the plans KWU is unable to provide the fee amount.

9. Install a sanitary sewer manhole at the connection point of the existing lateral. This manhole shall serve as the sampling manhole for the development and the developer shall provide KWU with written authorization to access the structure
10. Label invert elevations on all sanitary sewer service stubs.
11. "Internal / External" manhole seals as manufactured by Adaptor, Inc. shall be provided for each private sanitary sewer manhole installed. A detail for the seal can be found at <http://www.adaptorinc.com/pdf/inexspec.pdf>.
12. The KWU water main and sanitary sewer detail sheets shall be included on a separate sheet and shall not be placed within the designer's title block or include utility plan notes specific to this project. These detail sheets can be found on the KWU website (<http://www.kenoshawater.org/engineering.html>).

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

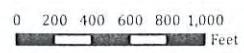
# City of Kenosha

## Vicinity Map Kenosha Pointe Multi-Tenant Development CUP



Town of Somers

----- Municipal Boundary



## PROJECT NARRATIVE

### (OPERATIONAL PLAN)

### Kenosha Retail Development

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

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

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

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

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

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

**MAILING INFORMATION**

**NAME OF PROJECT:** RETAIL DEVELOPMENT

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

Name and Address of Applicant [Please print]:  
DAN WANDER (GENDELL PARTNERS KENOSHA, LLC) Phone: 847-906-5019  
3201 OLD GLENVIEW, SUITE 300 Fax: 847-679-6695  
WILMETTE, IL 60091 E-Mail: dwander@terraco  
realstate.com

Name and Address of Architect/Engineer [Please print]:  
EXCEL ENGINEERING, INC. (JASON DAVE) Phone: 920-322-1687  
100 CAMELOT DRIVE Fax: 920-926-9801  
FOND DU LAC, WI 54935 E-Mail: jason.d@excelengineer.com

Name and Address of Property Owner (if other than applicant) [Please print]:  
SAME AS APPLICANT Phone: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 57TH AVENUE

**TYPE OF LAND DEVELOPMENT**

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

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (Land Division)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" 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 type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input checked="" 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 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>10,498 S.F.</u>
	Existing Building Size: <u>0</u>
	Site Size: <u>60,992 S.F. (1.40 ACRES)</u>
	Current # of Employees <u>0</u> Anticipated # of New Employees <u>25</u>
Anticipated Value of Improvements _____	

<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>
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<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>
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Fees:	Building or Addition Size	Site size	Review Fee
	Level 1	<= 10,000 sq. ft.	<= 1 acre
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC

➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.  
 ➤ Application fee entitles applicant to an initial review and one re-submittal.  
 ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.  
 ➤ CUP Amendment = 50% of the applicable fee as determined above.

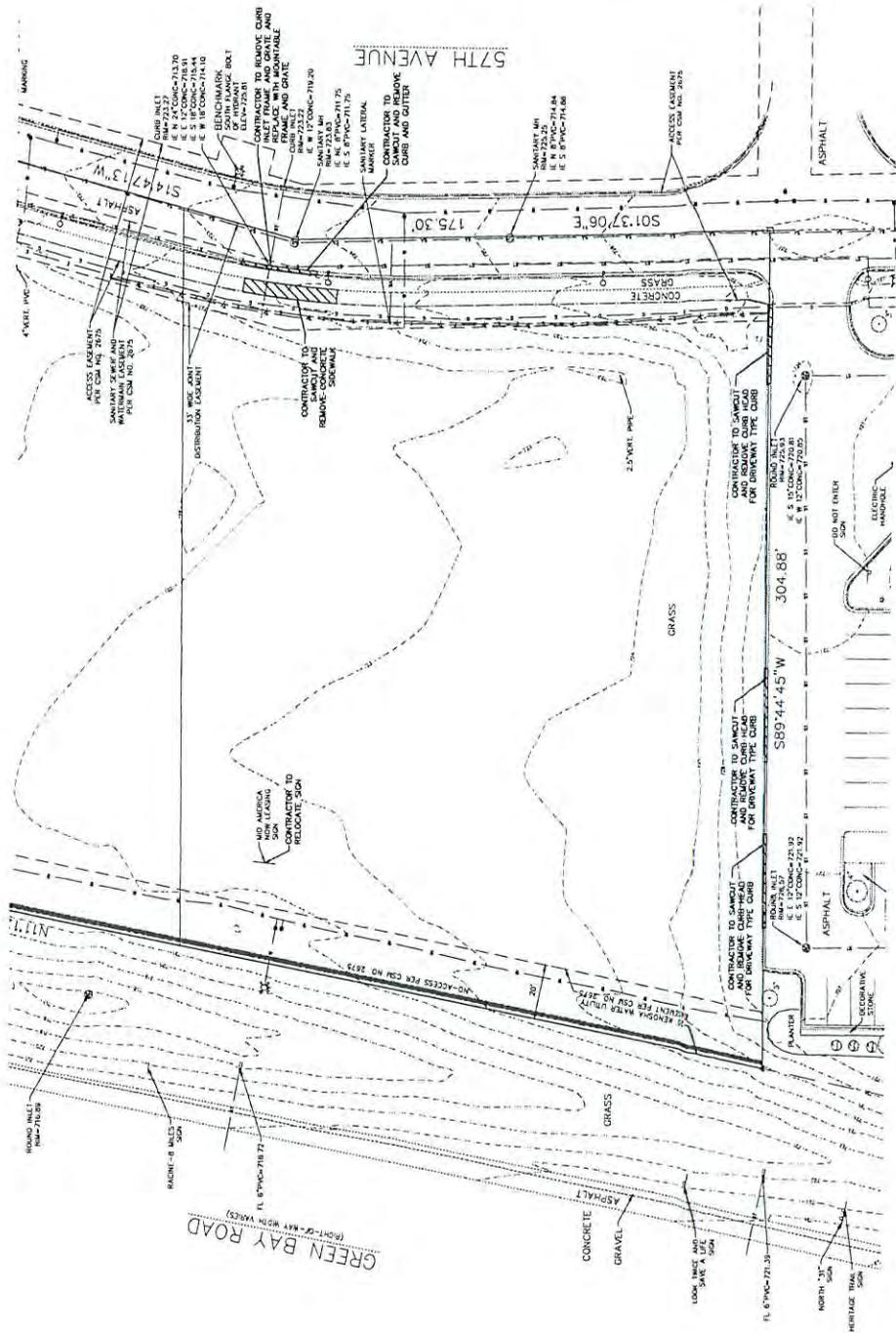
<b>Appendices to Review:</b>	➤ All
------------------------------	-------

<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>
---------------------------------	---

The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>



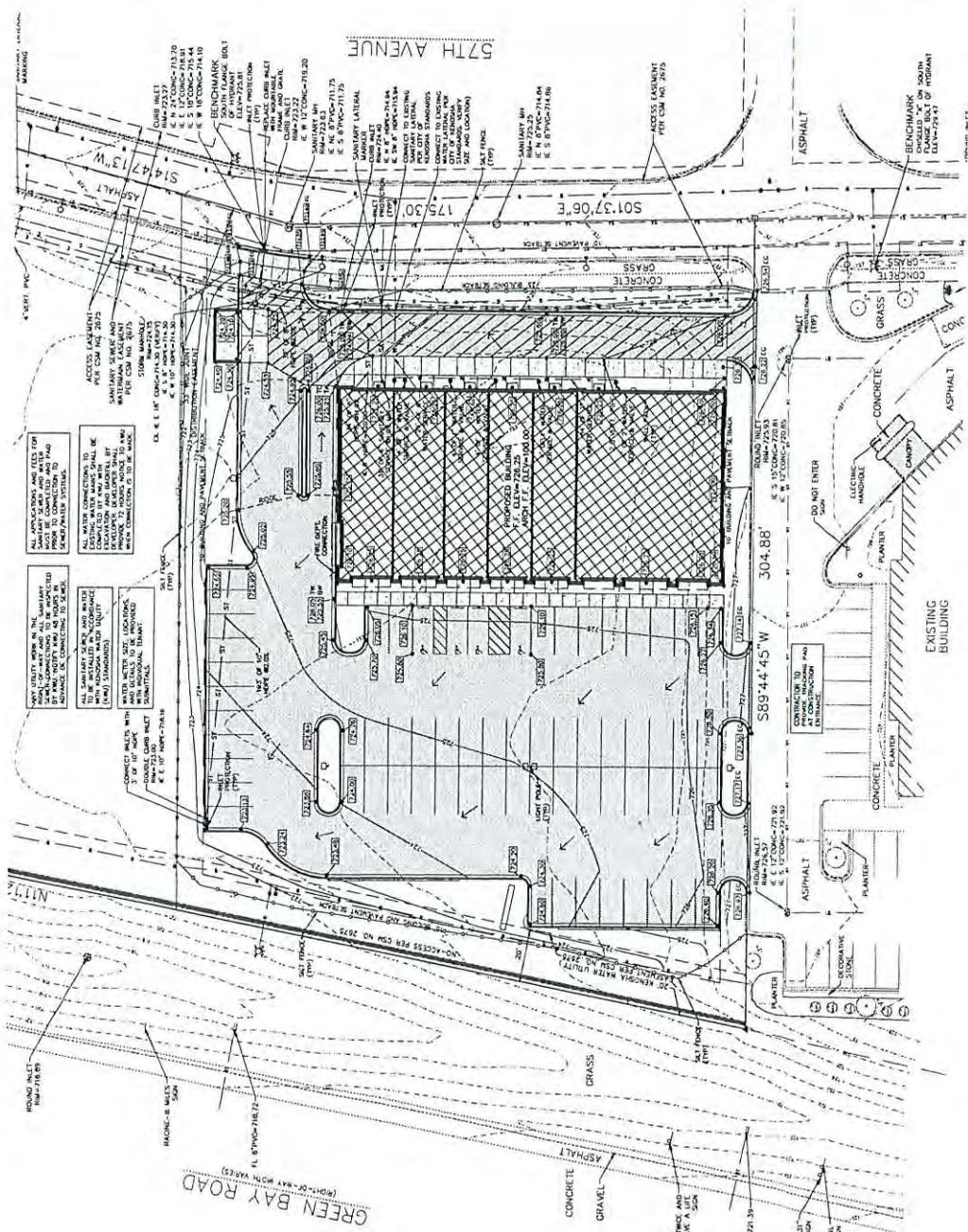


**NOTE:**  
 EXISTING UTILITIES SHOWN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS AND FIELD SURVEY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS AND ELEVATIONS OF ALL UTILITIES, INCLUDING SEWER AND WATER, FROM THE OWNERS OF THE PROPERTY. CONTRACTOR SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.



**PRELIMINARY DRAWING - NOT FOR CONSTRUCTION**





ALL UTILITIES SHOWN ON THIS PLAN SHALL BE LOCATED AS SHOWN UNLESS OTHERWISE NOTED. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION UNLESS OTHERWISE NOTED. ADVANCE OF CONSTRUCTION TO BE MADE.

ALL SANITARY SEWER AND WATER CONNECTIONS TO EXISTING UTILITY MAINS SHALL BE MADE AT THE PROPERTY LINE UNLESS OTHERWISE NOTED. ALL SANITARY SEWER AND WATER CONNECTIONS TO NEW UTILITY MAINS SHALL BE MADE AT THE PROPERTY LINE UNLESS OTHERWISE NOTED.

CONCRETE CURBS SHALL BE 12" HIGH AND 12" WIDE UNLESS OTHERWISE NOTED. CURBS SHALL BE SET IN 4" SAND AND 8" GRAVEL UNLESS OTHERWISE NOTED.

ALL WATER CONNECTIONS TO EXISTING UTILITY MAINS SHALL BE MADE AT THE PROPERTY LINE UNLESS OTHERWISE NOTED. ALL WATER CONNECTIONS TO NEW UTILITY MAINS SHALL BE MADE AT THE PROPERTY LINE UNLESS OTHERWISE NOTED.

**GRADING, UTILITIES AND EROSION CONTROL PLAN**

**SCALE:** 1" = 20'-0"

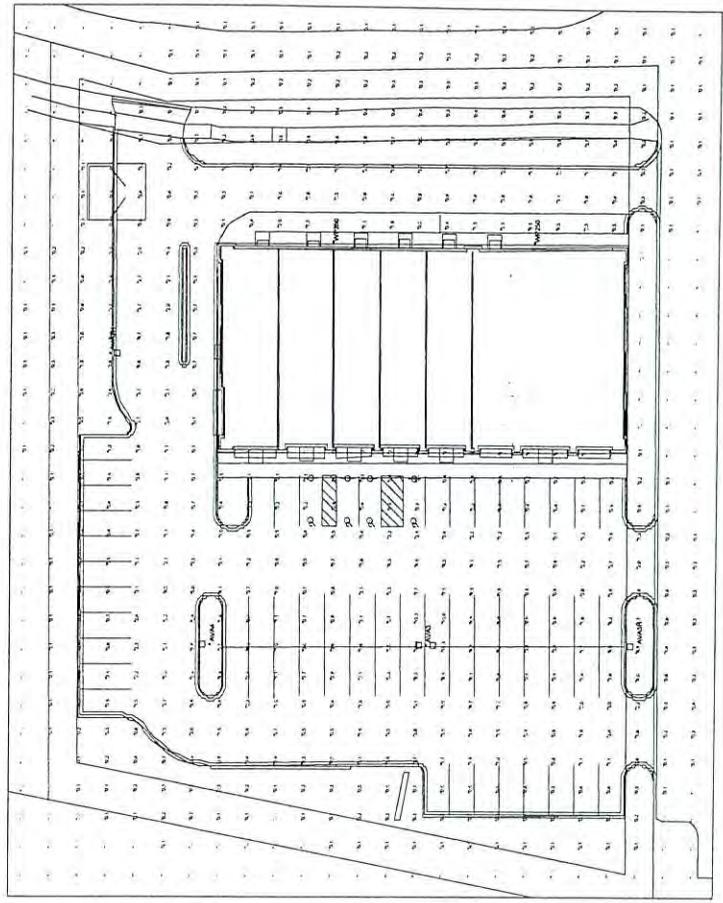
**NORTH**

1" = 20'-0"

1" = 20'-0"

**PRELIMINARY DRAWING - NOT FOR CONSTRUCTION**





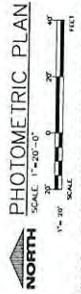
**STATISTICS**

Category	Area	Perimeter	Volume	Area	Perimeter	Volume
PHOTO AREA	23.8	12.8	0.18	188.1	28.7	

**LUMINAIRE SCHEDULE**

Symbol	Label	Qty	Category Name	Description	Wattage	Beam Angle	LF	Area	Volume
☐	AV43	1	AV43-200/240/300/360	AV43-200/240/300/360	200W	60°	200	200	200
☐	AV34	1	AV34-200/240/300/360	AV34-200/240/300/360	200W	60°	200	200	200
☐	AV44	1	AV44-200/240/300/360	AV44-200/240/300/360	200W	60°	200	200	200
☐	WP250	2	WP250-200/240/300/360	WP250-200/240/300/360	200W	60°	200	200	200



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

**TYPE: WP250**

**COOPER LIGHTING - LUMINAIRE**

WP250 is a high-performance, energy-efficient luminaire designed for retail and commercial applications. It features a wide beam angle and a long life expectancy. The luminaire is available in various wattage options and is compatible with a range of mounting heights. For more information, please contact your local distributor or visit our website.

**TYPE: AV43, AVA3H, AVA4**

**Erico**

Horizontal and Vertical Lamp

AV43, AVA3H, and AVA4 are high-quality, energy-efficient luminaires designed for retail and commercial applications. They feature a wide beam angle and a long life expectancy. The luminaires are available in various wattage options and are compatible with a range of mounting heights. For more information, please contact your local distributor or visit our website.

**TYPE: AV43, AVA3H, AVA4**

**Erico**

Horizontal and Vertical Lamp

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**Erico**

Horizontal and Vertical Lamp

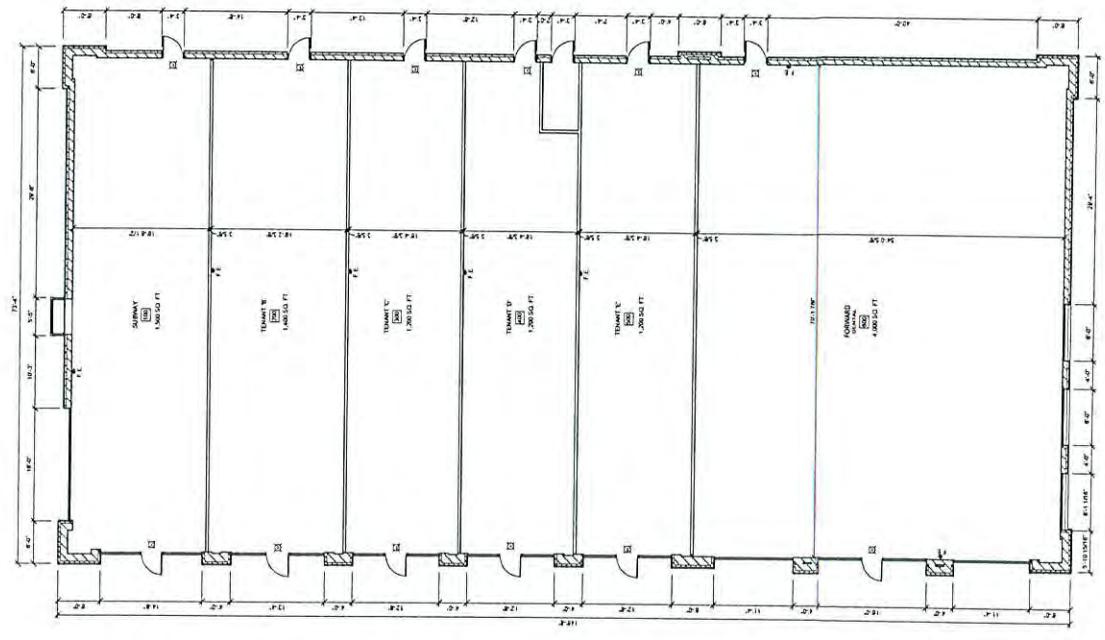
AV43, AVA3H, and AVA4 are high-quality, energy-efficient luminaires designed for retail and commercial applications. They feature a wide beam angle and a long life expectancy. The luminaires are available in various wattage options and are compatible with a range of mounting heights. For more information, please contact your local distributor or visit our website.

**SYMBOLS LEGEND**

---	GET CHANGE
---	FIRE RESISTANCE
---	SEE AS SHOWN
---	EXISTING WALL TO REMAIN
---	STRUCTURAL TO BE DEMOLISHED
---	STUCCO WALL
---	CONCRETE WALL
---	MASONRY VENEER
---	C.M.U. WALL
---	EXISTING DOOR TO REMAIN
---	EXISTING DOOR TO BE DEMOLISHED
---	NEW DOOR

**GENERAL NOTES**

- 1. ALL EXTERIOR WALLS SHALL BE FINISHED TO FACE WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION. INTERIOR WALLS SHALL BE FINISHED TO FACE WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 2. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 3. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 4. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 5. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 6. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 7. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 8. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 9. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.
- 10. ALL INTERIOR WALLS TO BE SET ON 4" METAL STUDS WITH 1/2" GYPSUM BOARD OVER 1/2" POLYSTYRENE INSULATION.



**FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"









Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 8
<b>Request to Amend the Conditional Use Permit for Festival Foods at 3207 80th Street to add a drive-thru service lane. (Festival Foods) (District #14) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 3207 80th Street  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Prozanski, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

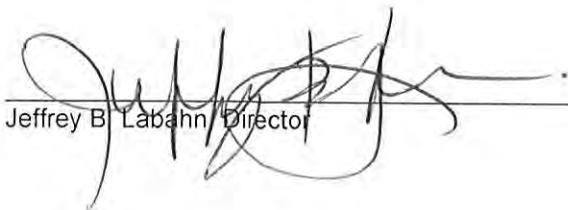
- Festival Foods received approval of a Conditional Use Permit from the Common Council on June 17, 2013. Construction on the building started shortly thereafter.
- Festival Foods is requesting to amend the approved plans to add a drive-thru for the pharmacy. The drive-thru would be located along the front of the building. The stacking distance complies with the Zoning Ordinance.
- Additional sidewalks and crosswalks are being added in the parking lot to direct pedestrian traffic to the front entrance since the drive-thru will be along the front of the building.
- The plans were sent to City Departments. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Section 4 and 14 of the Zoning Ordinance.

**RECOMMENDATION:**

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



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/fact-cupamd-festival.odt

Planning & Zoning Division  
625 52nd Street  
Kenosha, WI 53140  
262.653.4030

***Kenosha City Plan  
Commission  
Conditions of Approval***

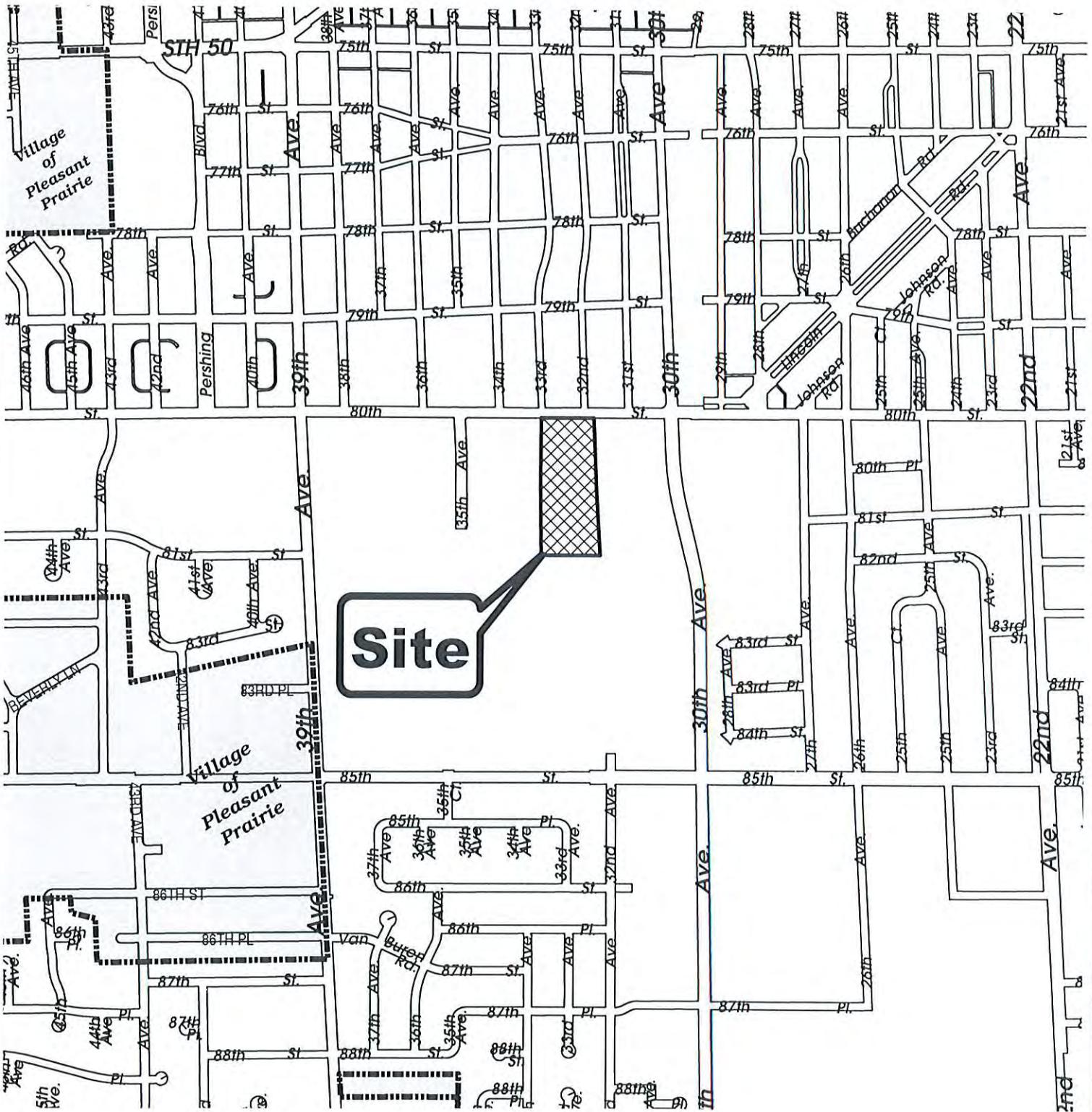
**Festival Foods**  
3207 80th Street    September 19, 2013

1. Compliance with the original Conditional Use Permit approved by the Common Council on June 17, 2013.
2. Install drive-thru signage and pavement markings.

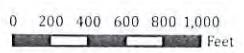
/u2/acct/cp/ckays/1CPC/2013/SEP19/8conditions-amd-festival.odt

# City of Kenosha

## Vicinity Map Festival Foods drive-thru CUP



----- Municipal Boundary



Department of Community Development & Inspections  
 625 52nd Street - Room 308  
 Kenosha, Wisconsin 53140  
 phone - 262.653.4030 or fax 262.653.4045

**Conditional Use Permit Approval**

<b>Project Name:</b>	Festival Foods	<b>Date:</b> September 9, 2013
<b>Location:</b>	3207 80th Street	
<b>Project Description:</b>	A new grocery store	
<b>Issued to:</b>	Tom Radenz REI Engineering 4080 N. 20th Avenue Wausau, WI 54401	
<b>Architect/ Engineer/ Contractor:</b>  (if applicable)		
<b>Approval Dates:</b>	Common Council – June 17, 2013 Community Development & Inspections – N/A	
	<ul style="list-style-type: none"> <li>• Conditions of approval (see attachment)</li> <li>• Approval shall be void if a building permit is not obtained by N/A</li> </ul>	

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

*B. Wilke*

\_\_\_\_\_  
 Brian Wilke  
 Development Coordinator  
 Community Development & Inspections

- c: Shelley Billingsley, Director of Engineering, Public Works  
 Mike Callovi, Planning Technician, Community Development & Inspections  
 Mike Higgins, Assessor  
 Michael Moore, Commercial Building Inspector, Community Development & Inspections  
 Jeffrey B. Labahn, Director, Community Development & Inspections  
 Mike Lemens, Director, Public Works  
 John W. Morrissey, Chief, Police Department  
 Gail Rohde, Counter Clerk, Community Development & Inspections  
 Patrick Ryan, Division Chief, Fire Prevention Bureau  
 Ed St. Peter, General Manager, Kenosha Water Utility  
 Debra Salas, City Clerk-Treasurer

<b>Project Name:</b>	Festival Foods	<b>Date:</b> September 9, 2013
<b>Location:</b>	3207 80th Street	

**Conditions of Approval**

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. Any recommended improvements from the Traffic Impact Analysis must be completed prior to any Occupancy. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - j. Outdoor display of products is prohibited.
  - k. All vehicles shall be parked within the designated paved areas.

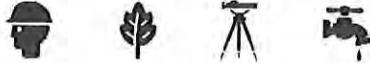
- l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
- m. Cross access shall be provided to adjacent parcels if required at a future date by the City.
- n. Compliance with the Operational Plan dated May 6, 2013.
- o. The existing bases, wiring and conduit for the traffic signal at 35th Avenue and 80th Street must remain in place.



August 16, 2013

City of Kenosha Community Development & Inspections

Attn: Brian Wilke  
625 52<sup>nd</sup> Street  
Room 308  
Kenosha, WI 53140



**Subject:**

Pharmacy Addition  
Festival Foods – 3207 80<sup>th</sup> Street  
Kenosha, WI

**Dear Mr. Wilke:**

Enclosed under the cover of this letter and my seal, you will find the completed Development Review Application for the addition of a Pharmacy with a drive-thru to the Festival Foods building. The Festival Foods team has been working hard to keep this community asset in the new development.

We respectfully submit the following information for review and approval at the September 19, 2013 Planning Commission and the October 7, 2013 City Council meetings:

- Completed Development Review Application
- Review fees, check payable to the City of Kenosha for \$1,025
- One (1) Reduced 11" x 17" and ten (10) Full Size Plans
  - Architectural Plans depicting proposed door location
  - Site Plan depicting intent plan intent

Should you have questions on any of these materials or require anything further, please do not hesitate to call.

Sincerely,  
REI Engineering, Inc.

Tom Radenz, RLS  
Project Manager

Enclosures



**RESPONSIVE. EFFICIENT. INNOVATIVE.**

4080 N. 20th Avenue Wausau, WI 54401  
715-675-9784 [www.REIengineering.com](http://www.REIengineering.com)



Good Value Pharmacy

August 16, 2013

Brian Wilke
City of Kenosha
625 52nd Street, Room 308
Kenosha, WI 53140

Dear Mr. Wilke,

This is an addendum to the Festival Foods operational plan and is in regard to the Good Value Pharmacy addition. Below are the responses to the questions requested by the City:

Hours of operation? The pharmacy will be open Monday-Friday, 9AM-9PM; Saturday, 9AM-6PM; and Sunday, 9AM-5PM. We are open Memorial Day, 4th of July and Labor Day, 9AM-2PM. We are closed New Years Day, Easter, Thanksgiving Day and Christmas Day.

Number of new employees? We will retain the current number of employees (18) and add staff as necessary.

When are major deliveries? We receive one medication delivery via small truck courier at 9AM Monday-Friday.

Peak customer hours/peak traffic generators? Peak hours are 9-10AM and 3-6PM Monday-Friday. The most drive-thru traffic occurs 3-6PM Monday-Friday.

Examples of Good Value's community service? We offer county wide free delivery six days a week. With this service we make over 25,000 deliveries per year. We offer immunizations, Medicare Part D consultations, and blood pressure screening along with traditional pharmacy services. We partner with several community agencies and participate in local health related coalitions.

Discussion of the "Community Room"? We intend to use the Community Room for group immunizations as well as educational classes regarding diabetes, diet and lifestyle.

Please let me know if you need any other information regarding the operation of Good Value Pharmacy.

Sincerely,

Philip T. Berce

[Handwritten signature]

3401 80th Street, Suite #100
Kenosha, Wisconsin 53142-4974
262.697.5744 Fax 262.697.5749

9916 75th Street, Suite #103
Kenosha, Wisconsin 53142-7849
262.925.0201 Fax 262.925.0202



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

#1,025 -  
*PHARMACY ADDITION*

**MAILING INFORMATION**

**NAME OF PROJECT:** 80<sup>th</sup> STREET CENTER

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

Name and Address of Applicant [Please print]:  
80<sup>th</sup> STREET CENTER LLC  
118 W. PECKHAM ST.  
NKENA, WI 53156  
 Phone: 920.725.4000  
 Fax: 920.725.4208  
 E-Mail: LARRY@RIGPROP.COM

Name and Address of Architect/Engineer [Please print]:  
REE ENGINEERING, INC.  
4080 N. 20<sup>th</sup> AVE  
WAUSAU WI 54401  
TOM TRASENZ  
 Phone: 715.675.9784  
 Fax: 715.675.4060  
 E-Mail: TRASENZ@REEENGINEERING.COM

Name and Address of Property Owner (if other than applicant)[Please print]:  
SAME AS APPLICANT  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 3207 80<sup>th</sup> STREET

**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 checked="" 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 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.**

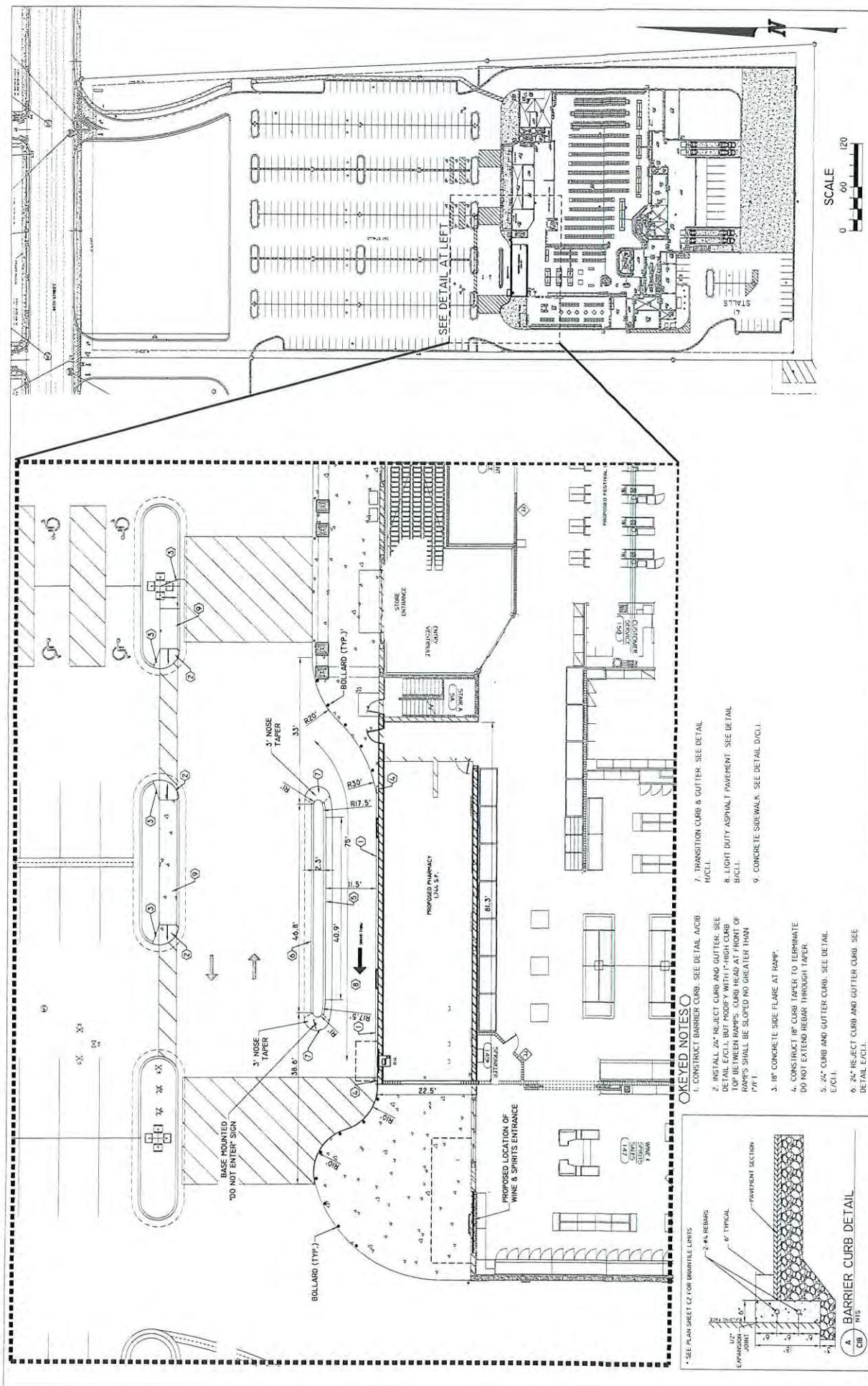
*Submit this cover page, completed application, applicable section(s) and appendices  
along with ALL required plans, information and fees to:*

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 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>1,744 sq. ft.</u> Existing Building Size: <u>75,455 sq. ft.</u> Site Size: <u>8.086 ACRES</u> Current # of Employees <u>18</u> Anticipated # of New Employees <u>20</u> Anticipated Value of Improvements <u>\$300,000</u>		
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>		
<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>		
<b>Fees:</b>	<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>
	Level 1 <= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2 10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3 50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4 > 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>		
<b>Appendices to Review:</b>	➤ All		
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>		
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:			
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>		
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>		
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>		



REI  
 REI NO. 6315  
 SHEET C1B

PHARMACY SITE PLAN  
 80th STREET CENTER, LLC  
 KENOSHA, WISCONSIN

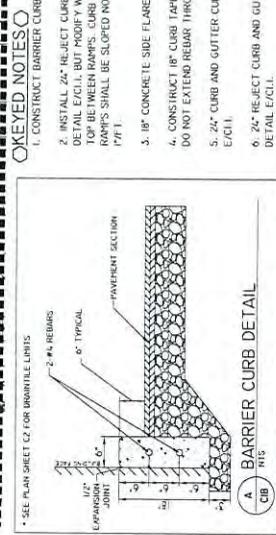
CHECKED BY: MEW  
 APPROVED BY: JJB  
 DESIGNED BY: JJB  
 SURVEYED BY: DRD/ALR  
 DRAWN BY: NAP  
 DATE: 08/16/13

REVISION  
 DATE

SCALE  
 0 10 20

REI  
**CIVIL & ENVIRONMENTAL  
 ENGINEERING, SURVEYING**

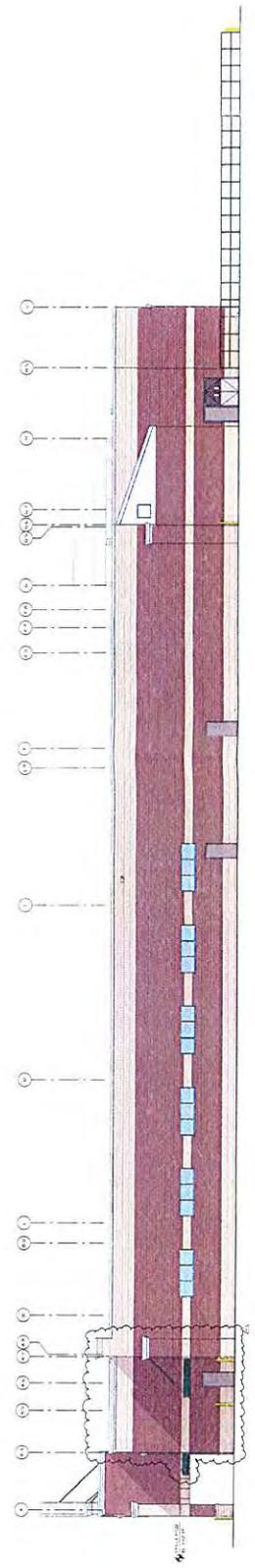
REI Engineering, Inc.  
 1000 N. 20th Avenue  
 Kenosha, WI 53140  
 PHONE: 224.224.2242 FAX: 224.224.2240  
 EMAIL: MAIL@REIENGINEERING.COM



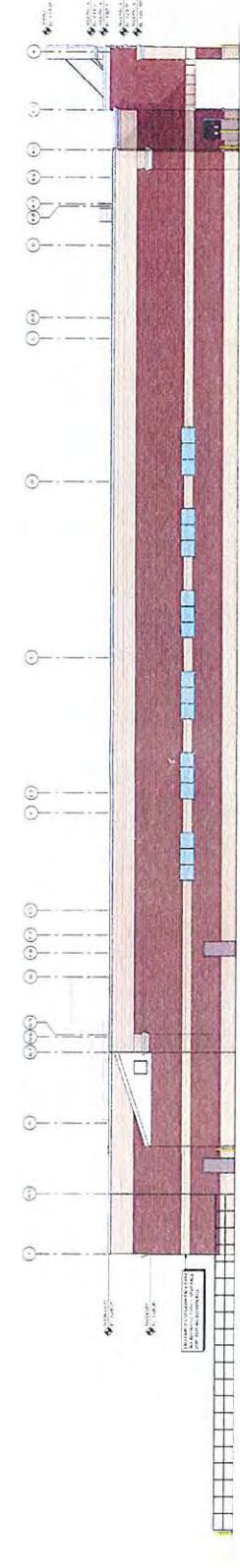
- KEYED NOTES**
1. CONSTRUCT BARRIER CURB. SEE DETAIL A/C/B
  2. INSTALL 24\"/>
  3. 18\"/>
  4. CONSTRUCT 18\"/>
  5. 24\"/>
  6. 24\"/>

7. TRANSITION CURB & GUTTER. SEE DETAIL H/C/L1
8. LIGHT DUTY ASPHALT PAVEMENT. SEE DETAIL B/C/L1
9. CONCRETE SIDEWALK. SEE DETAIL D/C/L1

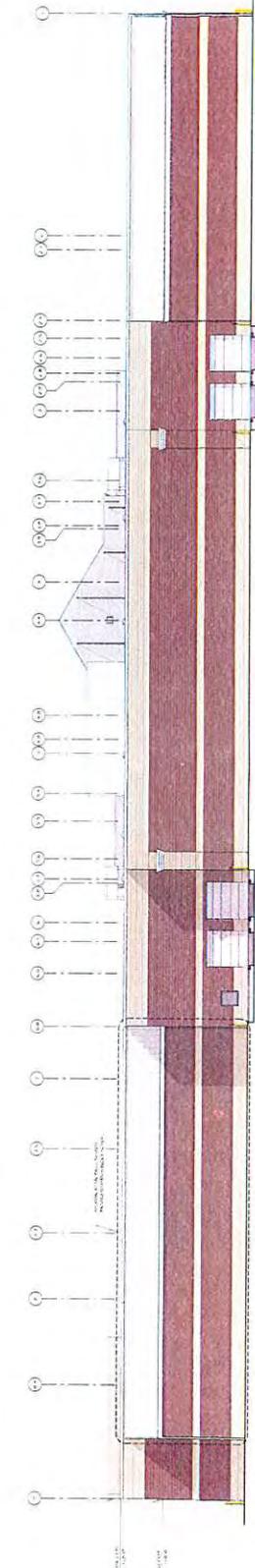




WEST ELEVATION  
DATE: 10.10.13

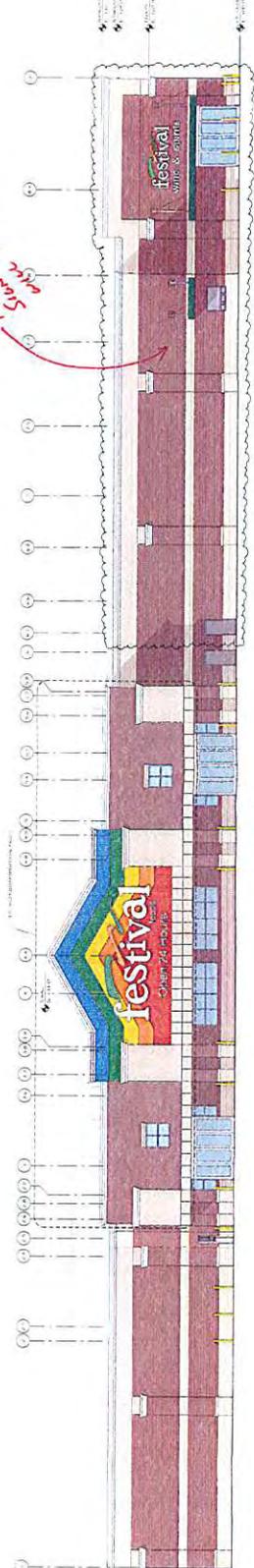


EAST ELEVATION  
DATE: 10.10.13



SOUTH ELEVATION  
DATE: 10.10.13

*Handwritten note:* Primary Source Be Hood



NORTH ELEVATION  
DATE: 10.10.13

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 9
<b>Conditional Use Permit for three new self-storage facilities to be located at 4217 Green Bay Road. (Barth Storage) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 4217 Green Bay Road  
 Zoned: B-2 Community Business District / Air-4 Airport Overlay District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

- Barth Storage has submitted an application to construct an additional three (3) self-storage buildings on their property at 4217 Green Bay Road.
- The new buildings would be constructed with decorative concrete block and steel garage doors.
- One of the buildings, labeled as "Phase 1", will be a climate-controlled building with both interior and exterior entrance storage units. The other two (2) buildings will have only exterior entrance storage units.
- Plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

**RECOMMENDATION:**

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

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/9fact-cup-barth.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<b>Kenosha City Plan          Commission          Conditions of Approval</b>	<b>Barth Storage          4217 Green Bay Road</b>	September 19, 2013
--	--	---	--------------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain a Parking Lot permit from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed in conformance with phasing of the Operational Plan. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit for one building within six (6) months of Common Council approval of the Conditional Use Permit and within twenty-four (24) months for all other buildings or the Conditional Use Permit shall be null and void.
  - j. Outdoor display of products is prohibited.

- k. All vehicles shall be parked within the designated paved areas.
  - l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - m. Cross access shall be provided to adjacent parcels if required at a future date by the City.
  - n. Compliance with the Operational Plan dated August 15, 2013.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated September 11, 2013.
  - b. Parcel Combination shall be recorded prior to the issuance of a Footing and Foundation permit.
  - c. A Floor Plan shall be submitted for all new buildings.
  - d. The Site Plan shall show the location of the newest Fire hydrant. A new hydrant shall be installed in the southwest area of the property.
  - e. Revise the phasing to clearly show the phasing of all improvements.

/u2/acct/cp/ckays/1CPC/2013/SEP19/9conditions-barth.odt



**ENGINEERING DIVISION**  
 SHELLY BILLINGSLEY, P.E.  
 CITY ENGINEER

**PARK DIVISION**  
 JEFF WARNOCK  
 SUPERINTENDENT

**FLEET MAINTENANCE**  
 MAURO LENCI  
 SUPERINTENDENT

**STREET DIVISION**  
 JOHN H. PRIJIC  
 SUPERINTENDENT

**WASTE DIVISION**  
 ROCKY BEDNAR.  
 SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
 EMAIL PUBLICWORKS@KENOSHA.ORG

**TO:** Brian Wilke, Development Coordinator

**FROM:** Michael M. Lemens, P.E.  
 Director of Public Works

Shelly Billingsley, P.E.  
 City Engineer

**DATE:** September 11, 2013  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Barth Storage – New Building  
**Location:** 4217 Green Bay Road

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved			X
Standard Stall Width			X
Parking Lot Layout			X
Parking Lot Lighting Shown			X
Parking Lot Lighting Adequate			X
Handicapped Parking			X
Driveway Locations			X
Driveway Width			X
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate			X
Drive Thru Lane Design			X

<b>Public Streets</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

<b>Site Grading/Drainage</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations		X	

<b>Project Approval/Permits Needed</b>	<b>Yes</b>	<b>No</b>	<b>Not Applicable</b>
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required		X	
Driveway Permits Required		X	
Sidewalk Permit Required		X	
Street Opening Permit Required		X	
Stormwater Permit Required		X	
Erosion Control Permit Required	X		
State Permit Required		X	

**Grading & Drainage Comments:**

1. Submitted plan should be stamped by a professional engineer licensed in Wisconsin.
2. Provide a 20' storm sewer easement over the storm sewer main from the north edge of the parcel to where it leaves the southwest corner of the parcel. The current plans call for the new 30" storm sewer to be poly (HDPE N-12). If a poly pipe is to be installed, then the easement language shall read so that if the City needs to perform maintenance on the pipe the City will only restore the surface to gravel. If a concrete pipe is installed, the easement language can read that the City will restore the pavement.

3. Relocate an additional amount of the 30" storm sewer so that it is no closer than 10' to the proposed storage building. The current plan calls for the existing pipe to be left in place southwest of proposed manhole #2. The existing pipe comes within approximately 3' of the proposed building. Manhole #2 can be moved 15' to the west and an additional segment of 30" storm sewer should be extended to the south from this point until it intersects with the existing pipe. A manhole #3 will be required at this point of connection to the existing storm sewer.
4. Label the 30" storm sewer as "public" and the other storm sewer on the project as "private". Include a note that all work on the public storm sewer is to be per City of Kenosha requirements.
5. Include a table on the plan showing the total parcel area, area to be disturbed, and the existing and proposed areas of pervious surfaces, gravel, roof, and pavement.
6. Clearly show on the plans the limits of existing and proposed pavement, grass areas, or gravel.
7. Show a "limits of disturbance" line on the plan.
8. Provide detail on the work to be done with the existing concrete chamber (the existing 30" storm sewer connection to the southwest is to be removed and a new 30" storm sewer is proposed to the south).
9. The unlabeled storm sewer line on the east side of the proposed buildings is bolded, which makes it appear to be a proposed pipe. Clarify if this line is existing or proposed.
10. Provide construction details on the storm sewer bedding and structures that are to be a part of the 30" public storm sewer.
11. The notes on the plan call out all manholes as 48" diameter. Proposed manholes #1&2 require a 72" diameter manhole and manhole #3 may require a 60" diameter structured depending on the final angle between the existing and proposed 30" storm sewers.

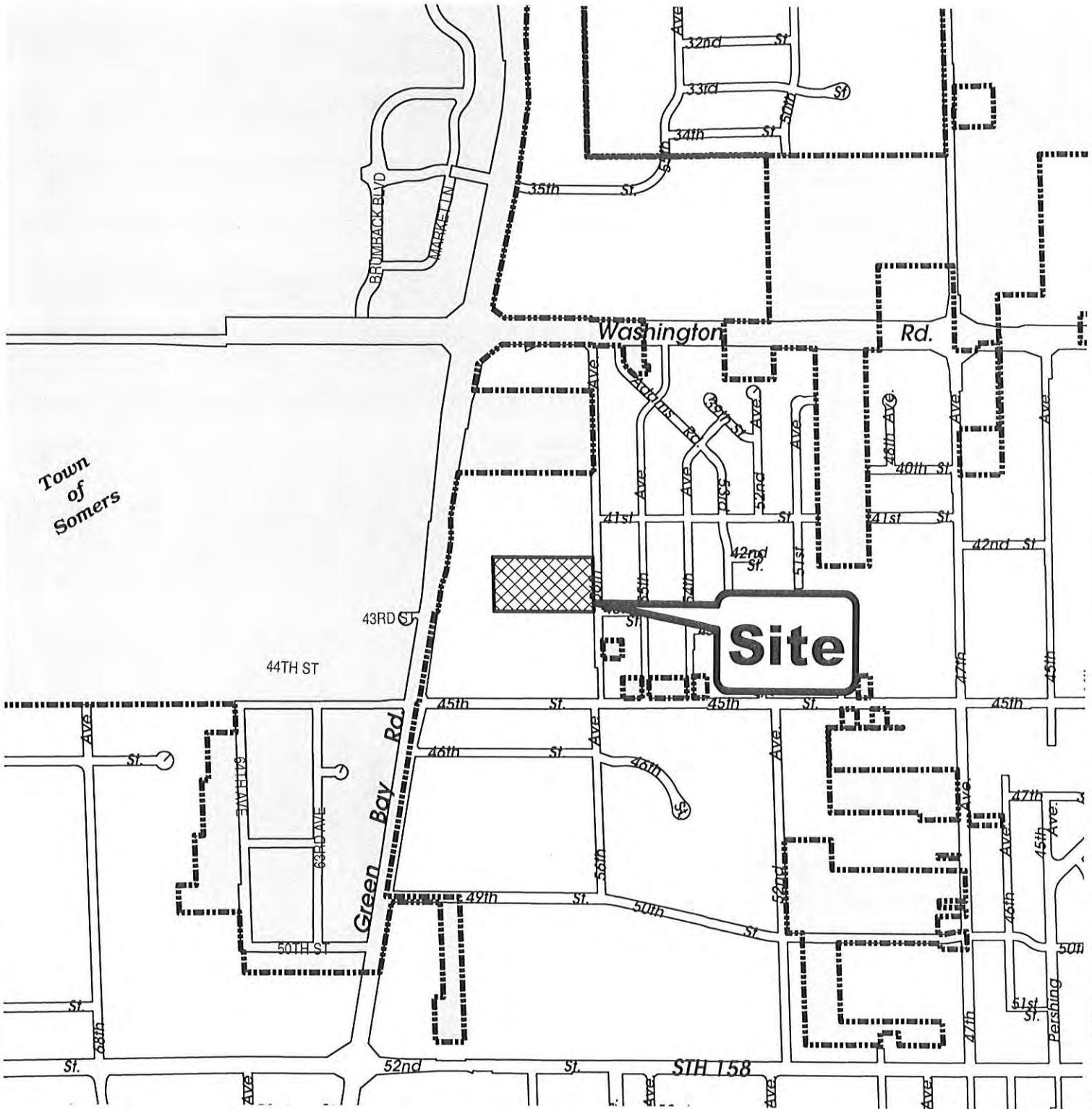
**Traffic Comments:**

**No comments**

cc: Jeff Hansen  
Clement Abongwa  
Kile Kuhlmeier  
Gerard Koehler

City of Kenosha

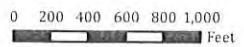
Vicinity Map  
Barth Storage CUP



Town of Somers

Site

----- Municipal Boundary



**BARTH STORAGE**  
4217 GREEN BAY RD  
KENOSHA, WI 53144  
262-658-9090

---

Aug. 15, 2013

Attn: City of Kenosha,  
Department of City Development

Regarding : **Barth Storage** Expansion  
Location:4217 Green Bay Rd., Kenosha, Wi 53144

**Building plans** will consist of 3 separate buildings. The buildings will be constructed one at a time. While inspections and permits for EACH BUILDING will be requested upon completion of each individual building structure. The phases for each building are listed on the building plan for *identification purposes only*, we will start building the smaller structures first. Please note the building will START with the "phase 2" identified building on the plan. Each building is a totally separate entity.  
Total square feet:19,500

**Building #1**- "Phase 2 building" ~ 15% of the project.  
Size:30 x 100      3000 sq feet

This will be the **first building to be erected**. Concrete will be poured around the perimeter of this building only. The remaining concrete will be poured upon completion of each building during the separate phases.

**Building #2**- "Phase 3 building" ~15% of the project.

Size 30 x 100      300 sq feet

This will be the **2<sup>nd</sup> building to be constructed**. Again, concrete will be poured around the perimeter of this building only. The remaining concrete will be poured upon completion of *each* building.

**Building #3**- "Phase 1 building" ~70% of the project.

Size 90 x150 13,500 sq feet

This will be the final building to be built. Upon completion, the concrete will be poured around the perimeter of the building.

**Total number of existing storage units:** 525 (includes outside storage units)

**Operation Plan:**

**Facility Operator:** Barth Storage R.E.L.P  
1591 43<sup>rd</sup> Ave.  
Kenosha, WI 53144  
Ron & Kathy Barth  
[Kbarth2@wi.rr.com](mailto:Kbarth2@wi.rr.com)  
262-553-9303

**Facility Manager:** Chris Barth-Soto  
[cjsoto@earthlink.net](mailto:cjsoto@earthlink.net)  
cell: 262-818-4599  
home:262-654-1413

**Number of employees:** 13

**Hours of operation:** Monday-Friday 9am-5pm  
Saturday 9am-4pm  
Sunday closed

**Outside storage items allowed:** exclusively camping trailers/rvs and boats.

**Security system:** To gain access to their units, customers will use the North main entrance gate which is already in operation. The gate is an electronic system that is already functional thru Digi-gate. The customer will enter a code in the keypad to enter the premises and exit. They are allowed access from 7am-9pm 365 days per year. The manager's home phone number is also posted on the gate for emergencies. There are 2 other gates we use for semi access, one is on the southwest corner of the property and the other is on the northeast corner. These 2 extra gates are only accessible during business hours. We also have security cameras at the gate area and in the office as well as other areas on the facility grounds.

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

**MAILING INFORMATION**

**NAME OF PROJECT:** Barth Storage

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>Barth Storage (Ron Barth)</u> <u>4217 Green Bay Rd</u> <u>Kenosha, WI 53144</u> <u>Attn: Chris Soto (mail)</u>	Phone: <u>Ron 262-553-9303</u> Fax: <u>Chris 262-818-4599</u> E-Mail: <u>KBarth2@wi.rr.com</u> <u>CJSOTO@earthlink.net</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: <u>Butterfield, Rudie &amp; Seitz</u> <u>920 Gould St</u> <u>Racine WI</u>	Phone: <u>262-634-5565</u> Fax: <u>262-634-5618</u> E-Mail: <u>info@BRS-Architects.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant) [Please print]: <u>(Ron Barth) Barth Storage RELP</u> <u>1591 43rd Ave</u> <u>Kenosha, WI 53144</u>	Phone: <u>Ron 262-553-9303</u> Fax: <u>Chris 262-818-4599</u> E-Mail: <u>KBarth2@wi.rr.com</u> <u>CJSOTO@earthlink.net</u>

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): OB-222-27-480-012

**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 (Land Division)	Section 2	Page 4
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**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 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>19,500 (20 30x100 10 90 x 150)</u> Existing Building Size: <u>N/A</u> Site Size: <u>30,000</u> Current # of Employees <u>13</u> Anticipated # of New Employees <u>N/A</u> Anticipated Value of Improvements <u>\$ 300,000</u>
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<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>
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<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>
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<b>Fees:</b>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>
	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>			

<b>Appendices to Review:</b>	➤ All
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<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>
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The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>
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<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>
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<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>
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## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

- (4) Buildings less than 7,000 square feet do not have to provide a loading space.
- k. Exterior lighting shall be arranged, oriented or shielded in such a manner as to not directly radiate or glare onto residential lots in a residential district, or create a traffic hazard. No flashing lights within 150 feet of a residential district.
  - l. Minimum development area of 2.5 acres for new developments.
  - m. The petitioner and Review Authority shall agree on the following:
    - (1) A start up date for development.
    - (2) Completion date for developments.
    - (3) Commencement and completion date of any phases.
  - n. Lot and yard requirements.
    - (1) Detached buildings with street frontage must have a minimum 100 foot lot width, otherwise no minimum is required.
    - (2) Front yard shall have a minimum five (5) foot deep landscaped buffer strip.
    - (3) Street side yard shall have a minimum five (5) foot deep landscaped buffer strip.
    - (4) Rear yard when adjacent to a residential district shall be landscaped and screened.
  - o. Other issues which may have an adverse social, economic, or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

### 15. Drive-thru Facilities in Conjunction with Permitted/Conditional Uses in the B-2, B-3 and B-4 Districts:

- a. **Building Plan** as required in §4.05 B. of the Zoning Ordinance.
- b. **Site Plan** as required in §4.05 C. of the Zoning Ordinance.
- c. **Drainage Plan** as required in §4.05 D. of the Zoning Ordinance.
- d. **Landscape Plan** as required in §4.05 E. of the Zoning Ordinance.
- e. **Utility Plan** as required in §4.05 F. of the Zoning Ordinance.
- f. **Parking and Traffic Circulation Plan** in compliance with the following standards:
  - (1) Entrance to the drive-thru lane shall be located a minimum of one hundred fifty (150') feet from the intersection of the centerline of any public street.
  - (2) Drive-thru lane shall be paved.
  - (3) Drive-thru lane shall be a minimum width of eleven (11') feet.
  - (4) Vehicle stacking distance between property line and order station, or service window where there is no order station, shall be a minimum of seventy-five (75') feet.
  - (5) Vehicle stacking distance between order station where there is an order station and service window, shall be a minimum of twenty-five (25') feet.
  - (6) Distance between drive-thru lane and adjacent parking stalls, excluding stall depth, shall be a minimum of:
    - (a) 0° parallel parking - ten (10') feet.
    - (b) 60° parking - fifteen (15') feet.
    - (c) 90° parking - twenty-five (25') feet.
  - (7) Drive-thru lane shall not obstruct or interfere with any other on site driveways or traffic circulation elements.
- g. Service window shall be located so as to be visible from a public street. The service window and drive-thru lane shall be located a minimum of fifty (50') feet from a residentially zoned property. This setback shall not be applicable for buildings with residential use(s) located above the ground floor non-residential use. Drive-thru lane service window and order stations, where there is an order station, shall be effectively screened from adjacent residential properties and uses through fencing, landscaping or a combination thereof.
- h. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.
- i. Alcohol beverages may not be delivered through a service window from a drive-thru facility.

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

- a. **Building Plan** as required in Section 4.05 B. and Section 14 of the Zoning Ordinance, plus:
  - (1) Material sample(s) and colors.

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

- (2) Floor plan indicating location and size of office and storage units.
  - (3) All buildings shall be constructed of decorative masonry, brick, cut stone, or stained, painted, aggregate or decorative precast concrete panel. Concrete block, where used, shall be cast with a decorative pattern.
    - b. **Site Plan** as required in **Section 4.05 C.** and **Section 14** of the Zoning Ordinance, plus:
      - (1) Location and "footprint" of all structures.
      - (2) Location of all off-street parking spaces. All parking spaces and drives between storage buildings shall be paved with asphaltic concrete or Portland Cement concrete.
      - (3) Location of any outdoor storage areas, which shall be shown as paved with asphaltic concrete or Portland Cement concrete.
      - (4) A minimum of thirty (30') feet wide lanes shall be provided between buildings.
    - c. **Drainage Plan** as required in **Section 4.05 D.** and **Section 14** of the Zoning Ordinance.
    - d. **Landscape Plan** as required in **Section 4.05 E.** and **Section 14** of the Zoning Ordinance.
      - (1) In all cases, Option 1 of Table 3 "Interior Parkway Landscaping for Commercial Uses" of Section 14 of the Zoning Ordinance shall be used as the landscaping requirements for interior parkways.
      - (2) Fencing shall be constructed of a site-obscuring wood or masonry fence.
      - (3) Foundation plantings and site interior landscaping requirements shall be waived when the site is screened by a six (6') foot site-obscuring fence or masonry wall, including storage building walls.
      - (4) Outdoor storage areas shall be screened by a six (6') foot site-obscuring fence or masonry wall.
    - e. **Utility Plan** as required in **Section 4.05 F.** and **Section 14** of the Zoning Ordinance.
    - f. **Operational Plan** which includes:
      - (1) Name and address of facility operator.
      - (2) Number of employees.
      - (3) Hours, days and months of operation.
      - (4) Permitted items to be stored in outside storage area(s).
      - (5) Security system.
    - g. **Yard Requirements.**
      - (1) **Front Yard.** There shall be a minimum front yard of fifty (50') feet, measured from the front lot line, or from the setback of any major street.
      - (2) **Side Yards.**
        - (a) **Interior Side Yard.** There shall be a minimum interior side yard of ten (10') feet. Interior lots shall have two (2) interior side yards. Corner lots shall have one interior side yard and one street side yard.
        - (b) **Street Side Yard.** There shall be a minimum street side yard of twenty-five (25') feet. Where a side lot line in the B-2 District fronts on a street and where a rear lot line abuts or is across an alley fronts a residential district.
        - (3) **Rear Yard.** A rear yard of not less than twenty-five (25') feet is required, except that where a rear lot line in the B-2 District fronts on a street and where a side lot line in the B-2 District abuts or is across an alley from a residential district, the residential district yard requirement on that street shall apply as the rear yard requirement.
      - h. Vehicle stacking distance between lot line and gate or card-key system shall be a minimum of forty (40') feet.
      - i. **Outdoor Storage Areas.** Materials stored in outside storage areas shall not exceed the height of the fence and shall be maintained in an orderly manner with twenty-four (24') feet wide lanes between vehicles. Outdoor storage areas are limited to licensed and operable vehicles and boats. Construction equipment and materials shall not be permitted.
      - j. The storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals shall not be permitted.
      - k. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties of the City as a whole.
17. **Automobile fuel station or automobile fuel and service station, including combination convenience store in the B-2 and B-3 Districts:**
    - a. **Building Plan** as required in **Sections 4.05 B.** and **14.0** of the Zoning Ordinance, plus:
      - (1) Material and color sample(s).



Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission  <b>FACT SHEET</b>	September 19, 2013	Item 10
<b>Request to Amend the Conditional Use Permit for a 5,177 s.f. restaurant with a drive-thru to be located at 12214 75th Street. (McDonald's) (District #16) PUBLIC HEARING</b>			

**LOCATION/SURROUNDINGS:**

Site: 12214 75th Street  
 Zoned: B-2 Community Business District

**NOTIFICATIONS/PROCEDURES:**

The alderman of the district, Alderman Downing, has been notified. The Common Council is the final review authority.

**ANALYSIS:**

- McDonald's received approval from the Common Council on March 18, 2013 for a new restaurant with a drive-thru at their current location at 12214 75th Street. The current restaurant would be razed to make room for the new building.
- McDonald's is requesting an Amendment to the approved drive-thru. They would like to add a third drive-thru window along the north elevation. The third window would be used to fulfill orders that were delayed at the second window where pickup would normally occur. The proposed new window meets the stacking requirements of the Zoning Ordinance.
- The applicant is also requesting a six-month extension to the Conditional Use Permit to obtain additional time to pull a building permit. To date, a Building Permit has not yet been obtained, as McDonald's is hoping to coordinate their reconstruction with the road work planned by the Wisconsin Department of Transportation.
- All of the original Conditions of Approval still apply. Only a few of the conditions have been addressed since the March meeting.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

**RECOMMENDATION:**

A recommendation is made to approve the Conditional Use Permit Amendment and extend the approval six months, subject to the attached Conditions of Approval.

  
 Brian R. Wilke, Development Coordinator

  
 Jeffrey B. Cabahn, Director

/u2/acct/cp/ckays/1CPC/2013/SEP19/10fact-cupamd-mcdonalds.odt

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Raze, Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain Driveway, Sidewalk and Parking Lot permits from the Department of Public Works. Any work in the STH 50, 123rd Avenue or 74th Street rights-of-way may require a permit from the Wisconsin Department of Transportation.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval. If the business is closed for more than ninety (90) days, the existing sign will need to comply with Chapter 15 of the General Code.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52<sup>nd</sup> Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
  - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
  - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - j. Outdoor display of products is prohibited.
  - k. All vehicles shall be parked within the designated paved areas.

- l. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
  - m. Compliance with the Operational Plan.
  - n. The applicant shall obtain a Stormwater Management Permit and enter into a Stormwater Management Maintenance Agreement prior to the issuance of any construction permits.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated February 21, 2013.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated February 19, 2013.
  - c. An Operational Plan shall be submitted indicating hours of operation, numbers of employees and information on waste management and pickup.
  - d. The plans shall include a calculation of the maximum number of occupants of the restaurant to determine the number of off-street parking spaces required.
  - e. Remove the three (3) easternmost parking stalls in the bank of parking stalls located immediately south of the building. These spaces conflict with the seventy-five (75') foot stacking requirement of the drive-thru.
  - f. The Site Plan on page C3.0 shows snow storage removal areas in two (2) landscaped medians that are heavily landscaped on page L1.0. Please coordinate these plans to show a snow storage area in a non-landscaped area.
  - g. The building elevations shall be revised to address the following:
    - i) Label all elevations North, South, East and West.
    - ii) The East elevation shall comply with the sixty (60%) percent articulation requirement for elevations that abut a public street. Since this elevation faces a primary visual corridor of the site, Staff was expecting a more highly articulated design than what was presented.



ENGINEERING DIVISION  
 SHELLY BILLINGSLEY, P.E.  
 CITY ENGINEER

PARK DIVISION  
 JEFF WARNOCK  
 SUPERINTENDENT

FLEET MAINTENANCE  
 MAURO LENCI  
 SUPERINTENDENT

STREET DIVISION  
 JOHN H. PRIJC  
 SUPERINTENDENT

WASTE DIVISION  
 ROCKY BEDNAR  
 SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 · 52ND ST · RM 305 · KENOSHA, WI 53140  
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
 EMAIL PUBLICWORKS@KENOSHA.ORG

**TO:** Brian Wilke, Development Coordinator

**FROM:** Michael M. Lemens, P.E.  
 Director of Public Works

Shelly Billingsley, P.E.  
 City Engineer

*[Handwritten signature of Michael M. Lemens]*  
*[Handwritten signature of Shelly Billingsley]*  
 2-27-13

**DATE:** February 21, 2013  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** McDonald'd Rebuild  
**Location:** 12214 75<sup>th</sup> Street

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking	X		
Driveway Locations	X		
Driveway Width	X		
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate			X
Drive Thru Lane Design	X		

<b>Public Streets</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

<b>Site Grading/Drainage</b>	<b>Sufficient</b>	<b>Deficient</b>	<b>Not Applicable</b>
Drainage Plan	X		
Storm Sewer		X	
Storm Water Detention		X	
Drainage Calculations		X	

<b>Project Approval/Permits Needed</b>	<b>Yes</b>	<b>No</b>	<b>Not Applicable</b>
Project Approved for Permitting		X	
Withhold Permits: See Comments			X
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required			X
State Permit Required	X		

**Other Comments:**

**Traffic Comments:**

- **Detailed lighting plan is required**
- **Provide photometric data for the parking lot.**
- **Design information is needed for the storm sewer and storm water detention.**

cc: **Cathy Austin  
Clement Abongwa  
Kile Kuhlmeier  
Gerard Koehler**

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

Phone (262) 653-4315  
Fax (262) 653-4303



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: February 19, 2013

Subject: McDonald's Rebuild

Location: 12214 75<sup>th</sup> Street

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

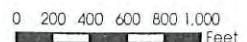
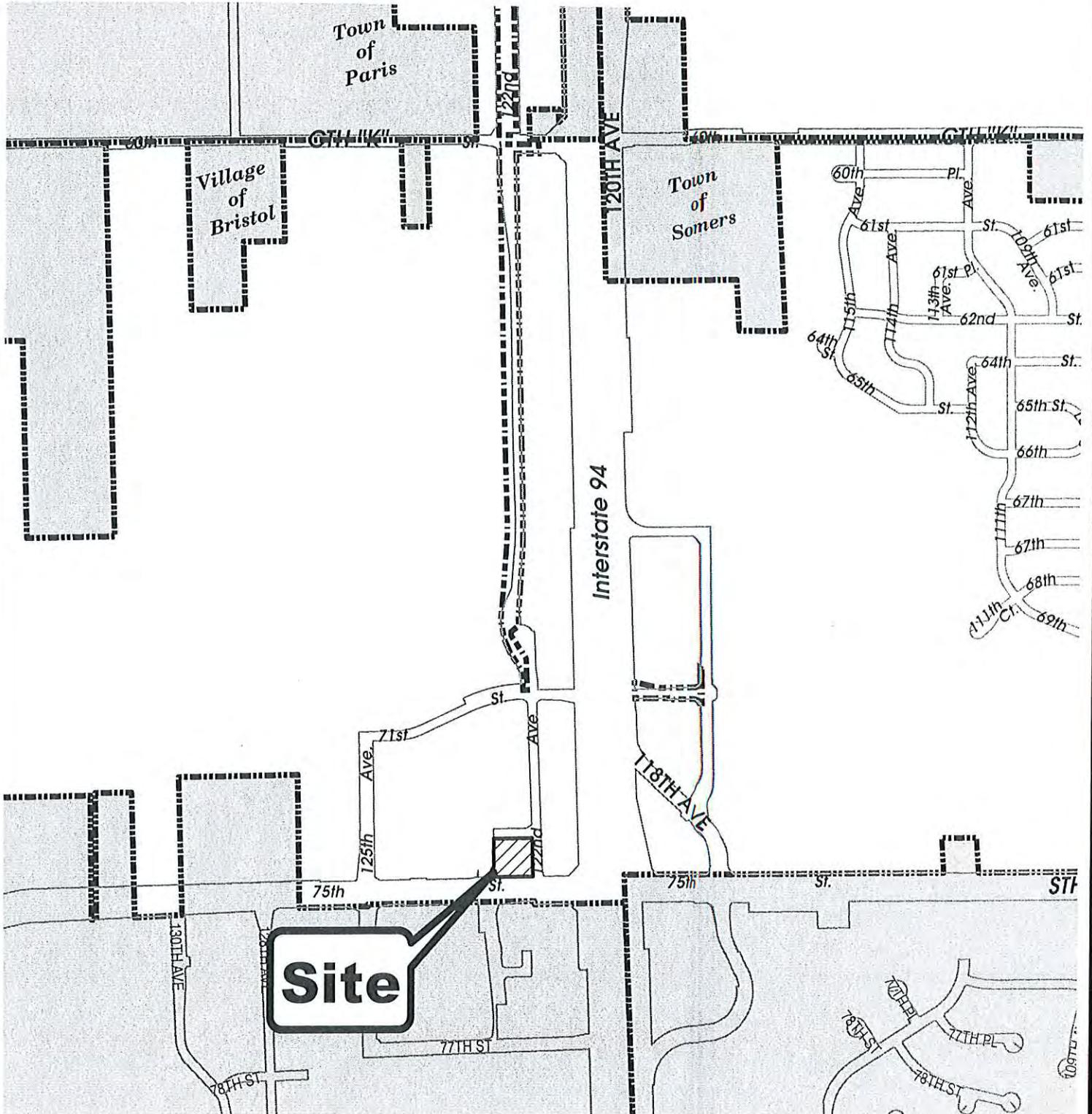
1. Show the water meter size and location, including a detail or diagram. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a gate valve on the inlet and outlet pipe.
2. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a rub two way ball valve with locking handle.
3. Meters three inches (3") and larger shall have a two inch (2") test plug provided between the outlet side of the meter and the outlet valve.
4. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
5. KWU records show that the existing building has a one and one half inch (1-1/2") meter. If a larger meter will be installed with the new building the Developer will need to pay a prorated sewer connection fee for the larger meter.
6. Show the existing two inch (2") water service to be cut and capped at the property line and abandon the valve box.
7. Label invert elevations on all water service stubs.
8. Water services shall have a minimum of five and one half feet (5-1/2') of cover to finished grade.
9. Please note that the six inch (6") service connection will require a deposit of \$1,800 and the connection work will be performed by KWU on a time and material basis.

10. The service valve within the STH 50 right-of-way shall be a resilient wedge seated gate valve, with a minimum operating pressure of 200 PSI, as manufactured by AFC (American Flow Control), Kennedy, Clow, or Mueller and shall be connected via mechanical joint. The valve shall close in a clockwise turning operation with non-rising stems and a 2-inch square tapered operating nut. All packing gland to bonnet and bonnet to body nuts and bolts shall be stainless steel.
11. The service valve shall not be placed within a vault as the plan currently shows. Instead it shall be installed within a valve box in accordance with KWU specifications. The valve box shall be Armor 5-245-48 poly iron shaft screw type of adequate length to extend from the valve to finished grade. Valve box covers shall be cast iron and clearly marked "Water".
12. Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-29.
13. Water services shall have a blue 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface in the curb box and at the edge of the building and enclosed in a curb box with "water" on the cover.
14. Bulkhead the existing sanitary sewer lateral at each manhole and bulkhead all abandoned manholes in accordance with Section 3.2.24 of the Standard Specifications for Sewer and Water in Wisconsin, Sixth Edition, with both Addenda.
15. Show rim and invert elevations at all sanitary and storm sewer manholes.
16. Label pipe lengths and slopes for sanitary sewer, storm sewer and water service lines.
17. Sanitary sewer laterals shall have a green 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface at the edge of the building and enclosed in a curb box with "sewer" on the cover.
18. As this is a development associated with food service, a sampling manhole is required. The sanitary sewer manhole (SMH 2) located at the northeast corner of the parcel may be used as the sampling manhole for the development provided that KWU is given written authorization to access the structure.
19. KWU water main and sanitary sewer detail sheets shall be included with the construction plans. These detail sheets can be found on the KWU website (<http://www.kenoshawater.org/engineering.html>).
20. Include the following notes on the Utility Plan:
  - A. All sanitary sewer and water to be installed in accordance with Kenosha Water Utility (KWU) Standards.
  - B. All applications and fees for sanitary sewer and water must be completed and paid prior to connection to sewer/water systems.
  - C. All water connections to existing water mains shall be completed by KWU, with excavation and backfill by the developer. Developer shall provide 72 hours notice to KWU when connection is to be made.
  - D. Any utility work in the right-of-way and all sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to sewer.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Vicinity Map  
McDonald's Rebuild CUP



# MICHAEL BEST

& FRIEDRICH LLP

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Attorneys at Law

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Susan M. Sager

Direct 414.225.4929  
Email [smsager@michaelbest.com](mailto:smsager@michaelbest.com)

September 3, 2013

Via Personal Delivery

Department of Community Development  
and Inspections  
ATTN: Brian Wilke  
City of Kenosha  
625 52<sup>nd</sup> Street  
Room 308  
Kenosha, WI 53140

Re: *Request or Conditional Use Permit Amendment and Sign Approval – McDonald's at  
12214 75<sup>th</sup> Street, Kenosha, Wisconsin*

Dear Mr. Wilke:

As per our discussion, McDonald's USA, LLC is requesting an Amendment to the Conditional Use Permit and Site Plan Approval granted by the City of Kenosha in March 2013 for the property located at 12214 75<sup>th</sup> Street in the City of Kenosha.

Enclosed please find the following:

1. Building Elevations (24" x 36" and 11" x 17") (5 copies);
2. Site Plan (24" x 36" and 11" x 17") (5 copies);
3. Signage Plan (24" x 36" and 11" x 17") (5 copies); and
4. Check in the amount of \$650 for Application Review Fees.

Pursuant to the directive on the City of Kenosha's Application Packet for Sign Permit, a sign packet has been emailed to [grohde@kenosha.org](mailto:grohde@kenosha.org).

McDonald's USA, LLC requests that the City of Kenosha extend the Conditional Use Permit timeframe for receipt of building permits be extended an additional six (6) months.

023680-0009\13807944.1

# MICHAEL BEST

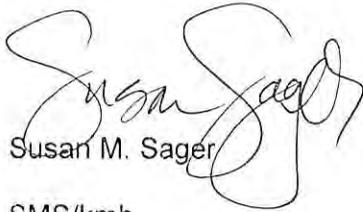
& FRIEDRICH LLP

Page 2

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Michael Best & Friedrich LLP

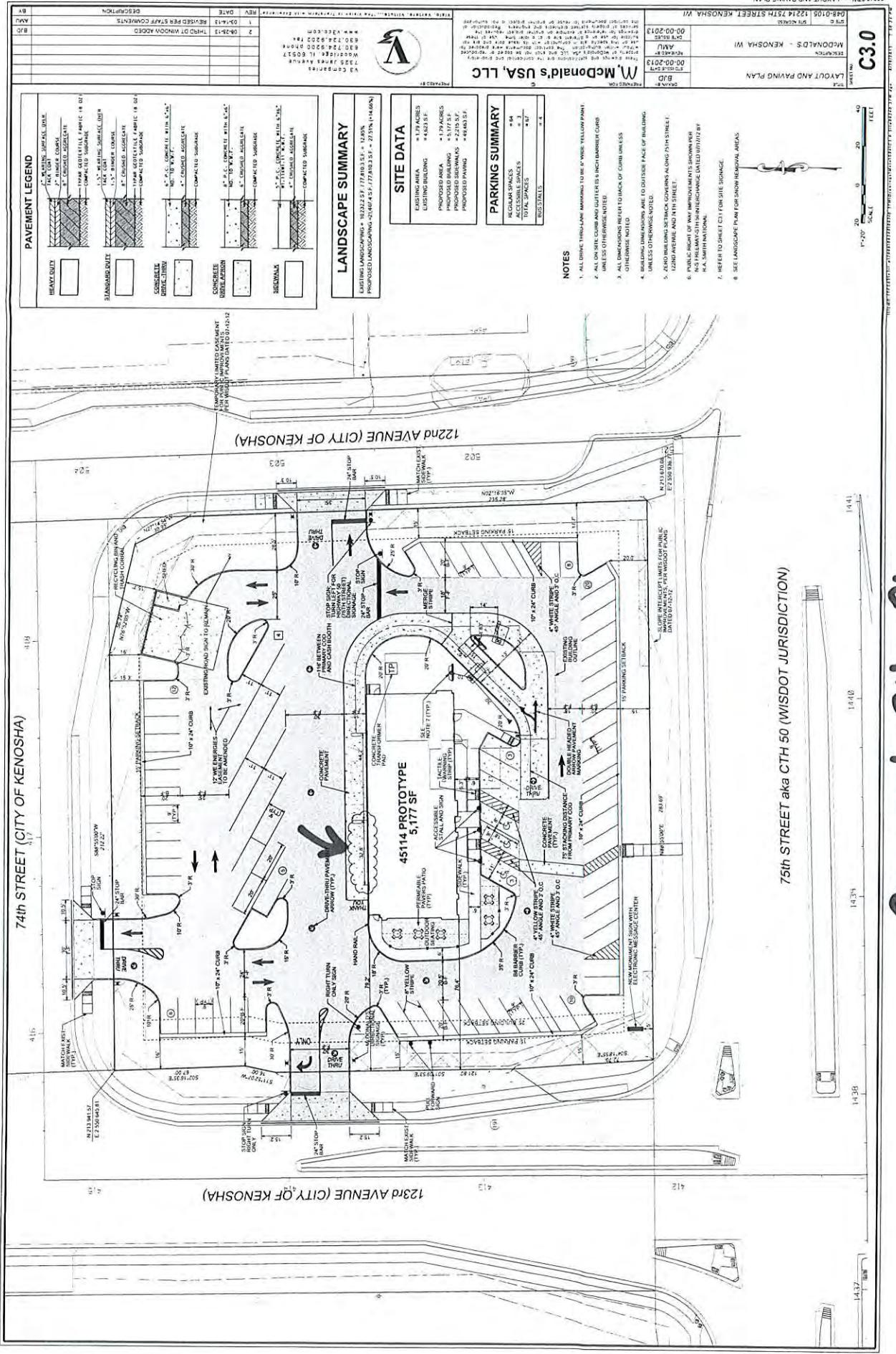


Susan M. Sager

SMS/kmb  
Enclosures

Cc: Dawn Bourseau – McDonald's (w/out encl.)  
Andrew Uttan – V3 Companies (w/out encl.)  
Jesse Downing – 16<sup>th</sup> District Alderman, City of Kenosha (w/out encl.)





**PAVEMENT LEGEND**

	HEAVY DUTY 1. 4" ASPHALT SURFACE 2. 4" ASPHALT BASE 3. 4" GRANULAR FILL 4. 4" GRANULAR SUBGRADE
	STANDARD DUTY 1. 3" ASPHALT SURFACE 2. 3" ASPHALT BASE 3. 3" GRANULAR FILL 4. 4" GRANULAR SUBGRADE
	CONCRETE INTERLOCKING 1. 4" CONCRETE INTERLOCKING 2. 4" GRANULAR FILL 3. 4" GRANULAR SUBGRADE
	CONCRETE CURB 1. 4" CONCRETE CURB 2. 4" GRANULAR FILL 3. 4" GRANULAR SUBGRADE
	CONCRETE SIDEWALK 1. 4" CONCRETE SIDEWALK 2. 4" GRANULAR FILL 3. 4" GRANULAR SUBGRADE

**LANDSCAPE SUMMARY**

EXISTING LANDSCAPING = 18,222 S.F. (77,803 S.F. = 23.76 ACRES)  
 PROPOSED LANDSCAPING = 10,464 S.F. (44,600 S.F. = 12.82 ACRES)

**SITE DATA**

EXISTING AREA = 1.79 ACRES  
 PROPOSED BUILDING = 4,633 S.F.  
 PROPOSED DRIVEWAY = 1,774 S.F.  
 PROPOSED SIDEWALKS = 2,774 S.F.  
 PROPOSED PAVING = 49,663 S.F.

**PARKING SUMMARY**

REGULAR SPACES = 94  
 TOTAL SPACES = 94  
 REG. STALLS = 94

- NOTES**
1. ALL DRIVE THRU-LANE MARKINGS TO BE 6" WIDE YELLOW PAINT.
  2. ALL ON-SITE CURBS AND GUTTERS TO BE 6" HIGH BARRER CURB UNLESS OTHERWISE NOTED.
  3. ALL DIMENSIONS REFER TO BACK OF CURB UNLESS OTHERWISE NOTED.
  4. ALL DIMENSIONS REFER TO INSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
  5. 2000 SERIES METRIC CONCRETE CURBS ALONG 12TH STREET, 123RD AVENUE AND 75TH STREET.
  6. PUBLIC RIGHT OF WAY DIMENSIONS SHOWN PER 2011 ILLINOIS HIGHWAY SURVEILLANCE DATA SHEET 0101 BY I.A. SMITH NATIONAL.
  7. REFER TO SHEET C01 FOR SITE SURFACE.
  8. SEE LANDSCAPE PLAN FOR SHOW REMOVAL AREAS.



PROJECT: 12214 75TH STREET, KENOSHA, WI  
 CLIENT: MCDONALD'S USA, LLC  
 DATE: 08-26-13  
 SCALE: 1/8" = 1'-0"

REVISIONS:

REV	DATE	DESCRIPTION
1	08-14-13	REVISED PER STAFF COMMENTS
2	08-26-13	THIRD DWT ONLY ADDED

DESIGNER: MCDONALD'S USA, LLC  
 7325 JONES AVENUE  
 WISCONSIN, IL 60017  
 WWW.MCDONALDS.COM

# Proposed Site Plan

75th STREET aka CTH 50 (WISDOT JURISDICTION)





