AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, October 18, 2010
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held September 20, 2010.

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. Second Amendment of Contract of Purchase and Sale By and Between Brookstone Homes, Inc and the City of Kenosha, Wisconsin, District #10 . (KAT Subdivision)

A.2. Amendment to Relocation Order for 39th Avenue from 18th Street south to 27th Street for Right-of-Way Improvements and to Authorize Other actions Necessary to Acquire Fee Title and Interest and Possession of Certain Property, District #5. (Also refer to Public Works Committee and City Plan Commission)

A.3. Request from United Way of Kenosha County for a Contribution from the City to Contract with American City Bureau, Inc. to Provide Professional Fundraising Consulting Services.

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

A.4. To Repeal and Recreate the Definition in Section 12 of "Shelter Facility" and to Create Paragraph 3.19 A.24 and Amend Subsection 12.0 B. of the Zoning Ordinance to Include "Refuge Center".

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

B.2. Request for Relief to Install an LED Upgrade on an Existing Nonconforming Sign Structure Located at 3322 Sheridan Road. **HEARING** Go to Backup

B.3. Appeal of Conditional Use Permit for Property Located at 4237 Green Bay Road. (16th District). (Wamboldt) **HEARING** Go to Backup

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

C.1. Approve the following applications for new Operator's (Bartender) licenses, subject to:
- 50 demerit points:
a. Maria Huddleston
b. Yasmine Perkins
c. Charlene Summers
(LP-Ayes 4: Noes 0) **HEARING** Go to Backup

C.2. Applications for new Operator's (Bartender) licenses, subject to:
- 25 demerit points:
a. Jeremy Snyder
b. Nicole Michel
- 60 demerit points:
c. Melissa Kreuser
- 75 demerit points:
d. Cody Griffin
(LP-Recommendation Pending) **HEARING** Go to Backup

C.3. **DENY** the following applications for new Operator's (Bartender) licenses, based on:
-material police record:
a. Bonnie Kimberly
-material police record & false application:
b. Richard Haight
(LP-Ayes 4: Noes 0) **HEARING** Go to Backup

C.4. **DENY** application of Brenda Machak for a new Operator's (Bartender) license based on ***material police record & false application.*** (LP-Recommendation Pending) **HEARING** Go to Backup

C.5. Application of Donald Proft for a new Taxi Driver's license, subject to ***45 demerit points.*** (LP-Recommendation Pending) **HEARING** Go to Backup

C.6. Approve application of Raymond Johnson, Jr. for a new Taxi Driver's license, subject ***to 90 demerit points.*** (LP-Ayes 4: Noes 0) **HEARING** Go to Backup

C.7. DENY application of Craig Conley for a new Taxi Driver's license based on ***material police record***. (LP-Recommendation Pending) **HEARING** Go to Backup

C.8. Approve application of R.P. Consulting, LLC, Pritesch Patel, Agent, for a Class "B" Beer/"Class B" Liquor License located at 3216 60th Street (*Lotus Sports Bar*), with acceptance of a conditional surrender of a similar license at the same location from John Pasquali. (11th District) (LP-Ayes 4: Noes 0) **HEARING** Go to Backup

C.9. Approve application of R.P. Consulting, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3216 - 60th Street (*Lotus Sports Bar*) and approve request to change the closing hours to midnight. (11th District) (LP-Ayes 4: Noes 0) **HEARING** Go to Backup

C.10. Application of Guttormsen Recreation Corporation, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 5411 Green Bay Road (*Guttormsen Recreation Center*) and approve request to change the closing hours to midnight. (16th District) (LP-Recommendation Pending) **HEARING** Go to Backup

C.11. Application of American Society of Interior Designers at Gateway Technical College (ASID/IDK), for a Temporary Class "B" Beer/"Class B" Retailer's License located at 7825 First Avenue (*Southport Beach House*) for November 19, 2010. (LP-Recommendation Pending) **HEARING** Go to Backup

C.12. Approve applications for Cabaret Licenses (1-year term) with no adverse recommendations:
a. UAW Local 72 - 3615 Washington Road, (*Int U Untd Aero & Ag Wkrs Am L 72, Curtis Wilson, Agent*)
b. Muggshots, 5515 – 6th Avenue, (*Muggshots, Inc., Michele Biundo, Agent*)
c. Lighthouse Bistro, 5130 - 4th Avenue, (*STT Lighthouse, LLC, Douglas Crowe, Agent*)
d. Lotus Sports Bar, 3216 - 60th Street (*R.P. Consulting, LLC, Pritesch Patel, Agent*)
e. Sunset Grille, 2500-52nd Street (*Sunset Grille, LLC, Stacey West-Rivera, Agent*)
(LP-a through d-Ayes 4: Noes 0; e.-Recommendation Pending) **HEARING**
Go to Backup

C.13. Approve application of Pattie L. Walton for an Amusement & Recreation Supervisor License, located at 2208 - 60th Street, (*Finney's Lounge*), with No Adverse Recommendations. (LP-Ayes 4: Noes 0) **HEARING**
Go to Backup

C.14. Application of KMart Corporation, Glenn Pflugradt, Agent, for a Class "A" Retail Beer License located at 4100 - 52nd Street (*Kmart #3088*) (10th District).(LP-Recommendation Pending) **HEARING** Go to Backup

C.15. Application of Gerber's Pub of Kenosha, Inc., Mark T. Gerber, Agent, for a Class "B" Beer/"Class B" Liquor License located at 719 - 50th Street (*Champion Sports Bar*), with acceptance of a conditional surrender of a similar license at the same location from Jack's Harborside Inn, Inc. (2nd District) (LP-Recommendation Pending) **HEARING** Go to Backup

C.16. Application of Eat What You Get, LLC, Kevin J. Ervin, Agent, for a Class "B" Beer/"Class B" Liquor License located at 508 - 58th St. (*Frank's Diner*), with acceptance of a conditional surrender of a similar license at the same location from Ladies Room3, LLC. (2nd District) (LP-Recommendation Pending) **HEARING** Go to Backup

C.17. Application of Eat What You Get, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 508-58th St. (*Frank's Diner*) with a request to waive the fence requirement (*because the applicant states that over fifty percent (50%) of their gross revenue on the licensed premises is from the sale of food and non-alcoholic beverages*) (*Outdoor Dining Area Pending LP Approval*). (LP-Recommendation Pending) (2nd District) **HEARING** Go to Backup

D. ORDINANCES 1st READING

D.1. By Alderperson Jesse Downing to Repeal, Recreate and Renumber Various Sections (*Repeal & Recreate Section 10.03.D.4.E as 10.03.D.4.F, to Repeal and Recreate Section 10.03.D.5 as 10.03.D.4.E; to Renumber Sections 10.03.D.6 and 10.03.D.7 as 10.03.D.5 and 10.03.D.6; to Recreate Section 10.04.D.2. of the Code of General Ordinances)* Entitled "Retail "Class A" Liquor Licenses" and "Separation of Intoxicating Liquor and Fermented Malt Beverage Business From Other Business". (LP-Recommendation Pending) Go to Backup

D.2. By Alderperson Patrick Juliana to amend Subsection 10.075.F. (*of the Code of General Ordinances)* entitled "Closing Hours". (LP-Recommendation Pending) Go to Backup

D.3. By Alderperson Theodore Ruffalo - To Renumber Section 13.13 Entitled "Fees" as Section 13.14 and to Create Section 13.13 Entitled "Refuge Centers". (PSW-Ayes 4: Noes 0; LP-Ayes 4: Noes 0) Go to Backup

D.4. By Alderperson David Bogdala and Alderperson Anthony Nudo - To Repeal and Recreate Various Sections (*of the Code of General Ordinances*) Replacing "City Plan Commission" with "Common Council". (PW-Recommendation Pending; PSW-Ayes 4: Noes 1; CP-Recommendation Pending) Go to Backup

D.5. By Alderperson Ray Misner - To Repeal and Recreate Subsection 10.04 C.2 of the Code of General Ordinances for the City of Kenosha Regarding Restrictions (to increase "Class A" Liquor license quota by two (2)). (LP-Recommendation Pending) Go to Backup

E. ZONING ORDINANCES 1st READING

E.1. By Alderperson David Bogdala and Alderperson Anthony Nudo - To Repeal and Recreate Various Sections of the Zoning Ordinance Replacing "City Plan Commission" with "Common Council". (CP-Recommendation Pending) Go to Backup

F. ORDINANCES 2nd READING

F.1. By Alderperson Jesse Downing - To Repeal and Recreate Various Sections (*10.03.B. to Recreate 10.03.C.1., to Repeal and Recreate Section 10.03.D.1., to Repeal and Recreate Section 10.063.D. of the Code of General Ordinances*) Regarding "Operators and Agents Inspection and Recommendation"; "Retail and Wholesale Establishments"; "Retail Class A Liquor Licenses"; "Criteria for License Revocation, Nonrenewal or Suspension". (LP-Ayes 5: Noes 0) **PUBLIC HEARING** Go to Backup

F.2. By Alderperson Patrick Juliana - To Repeal the Introductory Language of Section 1.06 Regarding "City Boards and Commissions"; to Create Paragraph 2 of Subsection 29.03.3 Regarding "Financial Disclosure" to Exempt Members of City Boards and Commissions Therefrom;and to Repeal and Recreate subsection 29.04.1 and Subsection 29.04.2 (*of the Code of General Ordinances*) Regarding "Time for Filing" (Fin.-DENY Ayes 3: Noes 1) **PUBLIC HEARING** Go to Backup

F.3. By Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (*of the Code of General Ordinances*), Regarding Majority. (Fin.- No Recommendation-Ayes 4: Noes 0; PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 4: Noes 1; LP-No Recommendation-Ayes 5: Noes 0) (Deferred 7/19/10) **PUBLIC HEARING** Go to Backup

F.4. By Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (*of the Code of General Ordinances*), Regarding Committee Composition. (Fin.- No Recommendation-Ayes 4: Noes 0; PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-Ayes 4: Noes 1; LP-No Recommendation-Ayes 5: Noes 0) (Deferred 7/19/10) **PUBLIC HEARING** Go to Backup

F.5. By Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (*of the Code of General Ordinances*), Regarding Agenda of Committee. (Fin.- No Recommendation-Ayes 4: Noes 0; PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 5: Noes 0; LP-No Recommendation-Ayes 5: Noes 0) (Deferred 7/19/10) **PUBLIC HEARING** Go to Backup

G. ZONING ORDINANCES 2nd READING

G.1. By Alderperson G. John Ruffolo, Alderperson David Bogdala, Alderperson Theodore Ruffalo, Alderperson Anthony Nudo, Alderperson Ray Misner - to Repeal and Recreate Section 2.02 A.4 (*of the Zoning Ordinance of the City of Kenosha*) Regarding the Granting of Temporary Uses. (C.P.-Motion to Approve Failed Ayes 2: Noes 4) (**Public Hearing Held 9/8/2010, Deferred 9/20/10**) Go to Backup

G.2. By the Mayor – To Rezone Property Located at 6041 30th Avenue from M-2 Heavy Manufacturing to B-2 Community Business District. (11th District) (Pfarr) (CP-Ayes 6: Noes 0) **PUBLIC HEARING** Go to Backup

G.3. By the Mayor - To Rezone Property Located at 7850 Green Bay Road from RS-1 Single-Family Residential to B-2 Community Business District. (15th District) (Easton) (CP-Ayes 6: Noes 0) **PUBLIC HEARING** Go to Backup

H. RESOLUTIONS

H.1. By Finance Committee - To Specially Assess Certain Parcels of Property for:
a. Grass and Weed Cutting - $13,079.45
b. Property Maintenance Reinspection Fees - $2,214.00
c. Trash and Debris Removal - $870.00
d. Boarding and Securing - $1,150.36
e. Raze and Pre-raze of Structures - $20,180.64
f. Building and Zoning Reinspection Fees - $12,660.00
g. Erosion Control Reinspection Fees - $172.00
h. Unpaid Permit Fees - $1,660.00
i. Trash & Debris Removal - $4,319.60
(Fin.-Recommendation Pending) **HEARING** Go to Backup

H.2. By Finance Committee - Rescindment of an Administrative Fee Levied by Resolution 139-10 on September 20, 2010 Against 6025 14th Avenue (*Parcel #05-123-06-201-008*) in the Amount of $100.00. (8th District) (Fin.-Recommendation Pending) **HEARING** Go to Backup

H.3. By Committee on Public Safety and Welfare – Removal of No Parking, Standing, Stopping Restrictions on East Side of 8th Avenue North of 49th Street (*To Remove the Existing "No Parking, Standing or Stopping, 7:30 a.m. - 4:30 p.m., on School Days", Restriction on the East Side of 8th Avenue North of 49th Street Approximately One Hundred Sixty Feet)*. (PSW-Ayes 5: Noes 0) Go to Backup

H.4. By Committee on Public Safety and Welfare – One Hour Parking on 56th Street from Sheridan Road to 11th Avenue and 10th Avenue from 57th Street to Approximately 80 Feet North of 56th Street (*To Designate as "One Hour Parking 8 a.m. - 6:00 p.m., Mon. - Sat., Except Holidays", both Sides of 56th Street Along the Median from Sheridan Road to 11th Avenue and to Designate "One Hour Parking 8 a.m. - 6:00 p.m., Mon. - Sat., Except Holidays", at the East Side of 10th Avenue, from 57th Street to Approximately Eighty Feet (80') North of 56th Street*). (PSW-Ayes 5: Noes 0)
Go to Backup

H.5. By the Mayor – To Approve a Three-Lot Certified Survey Map (Property Located at 6435 Green Bay Road (*T Properties*). (17th District) PW-Ayes 5: Noes 0; CP-Ayes 9: Noes 0) Go to Backup

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

K.1. Amendment to HOME Program Agreement by and between City of Kenosha and Tarantino & Company, LLC for the property at the 3508 7th Avenue. (1st District) (Casa del Mare Development) (Fin.-Recommendation Pending)
Go to Backup

K.2. Approve Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property. (17th District) (Fin.-Recommendation Pending; PW-Ayes 4: Noes 0; City Plan Commission Ayes 6: Noes 0)
Go to Backup

K.3. Approve Letter of Credit Termination Agreement for Property located in Strawberry Creek. (17th District) (Fin.-Recommendation Pending; PW-Ayes 4: Noes 0; C.P.-Ayes 6: Noes 0) Go to Backup

K.4. Revised Project Agreement with CMAQ for Bike Trail at-Grade Crossing of Washington Road. (*Project ID: 1693-29-08/78*) (5th &10th Districts) (PW-Recommendation Pending) Go to Backup

K.5. Easement with We Energies at Traffic Operations Building for Truck Wash. (11th District) (PW-Recommendation Pending) Go to Backup

K.6. Request to Amend a Portion of a Platted Drainage Easement at 6136 83rd Avenue. (17th District) (PW & SWU-Recommendation Pending)
Go to Backup

K.7. Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project. (Gateway Center, LLC) (17th District) (Fin. & PW-Recommendation Pending) Go to Backup

K.8. Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project. (Community Development Authority of the Town of Bristol, N/K/A Village of Bristol) (17th District) (Fin. & PW-Recommendation Pending) Go to Backup

K.9. Access Agreement by and between Old Carco Liquidation Trust ("Old Carco") and the City of Kenosha. (Fin.-Recommendation Pending)
Go to Backup

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. Disbursement Record #17-$4,995,021.49 and #18–$4,822,579.59. (Fin.-Recommendation Pending) Go to Backup

L.2. Requests to Rescind Special Assessments:
a. Joseph Covelli, 2910-23rd Avenue, Trash & Debris Removal, $230.00 (5th District)
b. Christopher & Darcey Visocnik, 5501-36th Avenue, $130.00 (11th District)
(Fin.-Recommendation Pending) **HEARING** Go to Backup

L.3. 2011 Community Development Block Grant (CDBG) Fund Allocation Plan. (Fin.-Recommendation Pending; CP-Ayes 6: Noes 0) **PUBLIC HEARING**
Go to Backup

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

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

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

COMMON COUNCIL
OFFICIAL PROCEEDINGS
September 20, 2010
Keith G. Bosman, Mayor Michael K. Higgins, City Clerk

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
September 20, 2010

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

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

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Ruffalo, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Green, Kennedy, Nudo, Bostrom, Misner, Prozanski, Orth, Downing and Bogdala. Excused: Alderperson Marks.

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 Ohnstad, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held September 8, 2010.

Motion carried unanimously.

Seven (7) Citizens spoke during Citizen's Comments: Kim Gorsuch, Tami Millager, Bryan Anderson, Jo Wynn, Don Moehrke, Louis Rugani and Mike Gordon.

A. REFERRALS
TO THE COMMITTEE ON FINANCE

A.1. 2011 Community Development Block Grant (CDBG) Fund Allocation Plan. (Also refer to City Plan Commission)

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve:

a. 11 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.

c. 4 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 Ohnstad, seconded by Alderperson Juliana to approve petition to Install a Replacement Sign on an Existing Nonconforming Sign Structure at 2707 22nd Avenue (Dairy Queen) (6th District) A hearing was held. Don Nummerdor, Sign Effectz Project Manager, was present and spoke. On a voice vote, motion carried.

B.3. It was moved by Alderperson Nudo, seconded by Alderperson Michalski to consider the request for a Distance and Density Exception for a 6-bed Community Based Residential Facility to be located at 6225-91st Avenue. (17th District) (Crabtree) early (*Deferred 8/2/10 to December 6, 2010, public hearing held 7/19/10*). On roll call vote, motion carried unanimously.

B.3.1. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad to approve. 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 Nudo, to separate a through d from e for consideration of the following Applications for New Operator's (Bartender) Licenses, Subject to:

- 0 demerit points:

a. Marie Skippergosh
- 50 demerit points:
b. Contina Hester
c. Aaron Wermeling
d. Tammie Millager
-75 demerit points:
e. Samantha Traylor

On a voice vote, motion carried.

A hearing was held. Applicants b. and d. were present and spoke.

C.1.1. It was moved by Alderperson Kennedy, seconded by Alderperson Green to concur with the recommendations listed for applications a through d. On a voice vote, motion carried.

C.1.2. It was moved by Alderperson Orth, seconded by Alderperson Juliana to concur with the recommendation listed for application e. On roll call vote, motion carried (12-4) with Alderpersons Kennedy, Nudo, Bogdala and Ruffolo voting nay.

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve Application of Edwin Nelson for a New Taxi Driver's License, Subject to - 20 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.3. It was moved by Alderperson Juliana, seconded by Alderperson Green, to approve Application of O-Line 50, Inc., Anthony L. Perinne, Agent, for a Class "A" Beer/"Class A" Liquor License Located at 5145 Sheridan Road (Lou Perrine's Gas & Groceries), with Acceptance of a Conditional Surrender of a Similar License at the Same Location from Perrine's Clark Service, Inc.(2nd District) A hearing was held. Louis Perrine and Anthony Perrine were present and spoke. On a voice vote, motion carried.

It was moved by Alderperson Misner, seconded by Alderperson LaMacchia to allow Alderperson Nudo to abstain from voting on items C.4. And C.5. On a voice vote, motion carried.

C.4. It was moved by Alderperson Ruffalo, seconded by Alderperson Juliana, to approve Application of TNT Paddy O's Pub LLC, Heather Bobst, Agent, for a Class "B" Beer/"Class B" Liquor License Located at 5022 7th Ave., (Paddy O's Pub), with Acceptance of a Conditional Surrender of a Similar License at the Same Location from Paddy O's Pub LLC. (2nd District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Ruffalo, seconded by Alderperson Michalski, to approve Application of TNT Paddy O's Pub, LLC, Heather Bobst, Agent, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 5022 - 7th Ave., (Paddy O's Pub) along with a request to change the closing hours to midnight. (2nd District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Michalski, seconded by Alderperson Green, to approve Application of The Coffee Pot LLC, for a Daily Cabaret License located at 4914 - 7th Ave., (The Coffee Pot) for October 9, 2010. (2nd District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Juliana, seconded by Alderperson Green, to approve Application of Flints Inn, Inc., Robert Verlen, Agent, for an Outdoor Area Amplified Music Only license located at 4708 - 22nd Avenue, (Flints Inn) for September 26, 2010. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.8. It was moved by Alderperson Bostrom, seconded by Alderperson Green, to approve application of S&V Partnership LLP, Himmat Gill, Agent, for a "Class A" Retail Liquor License located at 2828 - 75th St., (American Gas). (12th District) A hearing was held. The applicant's attorney, Thomas Camilli, was present and spoke.

C.8.1. It was moved by Alderperson Michalski, seconded by Alderperson Kennedy to amend approval subject to transfer of location of the Class "A" Beer license, On roll call vote, motion carried (15-1) with Alderperson Prozanski voting nay.

C.9. It was moved by Alderperson Kennedy, seconded by Alderperson Green, to approve application of Bindelli's Safari, Inc. for an Annual Cabaret License (expires 6/30/11) Located at 2232 Roosevelt Road (Bindelli's Safari), with No Adverse Recommendations. (12th District) A hearing was held. The applicant did not appear. On a

voice vote, motion carried.

C.10. It was moved by Alderperson Green, seconded by Alderperson Michalski, to approve application of Spanish Center of Racine, Kenosha and Walworth, Inc., for a Special Temporary Class "B"/"Class B" Retailer's License to Sell Fermented Malt Beverages for an Event to be Held on September 26, 2010. (12th District) On a voice vote, motion carried.

D. ORDINANCES 1ST READING

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

D.1. By Alderperson Jesse Downing - To Recreate Section 10.03.B. Regarding "Operators and Agents Inspection and Recommendation"; to Recreate 10.03.C.1. Regarding "Retail and Wholesale Establishments"; to Repeal and Recreate Section 10.03.D.1. Regarding "Retail Class A Liquor Licenses"; to Repeal and Recreate Section 10.063.D. (of the Code of General Ordinances) Regarding "Criteria for License Revocation, Nonrenewal or Suspension".

D.2. By Alderperson Patrick Juliana - To Repeal the Introductory Language of Section 1.06 Regarding "City Boards and Commissions"; to Create Paragraph 2 of Subsection 29.03.3 Regarding "Financial Disclosure" to Exempt Members of City Boards and Commissions Therefrom;and to Repeal and Recreate subsection 29.04.1 and Subsection 29.04.2 (of the Code of General Ordinances) Regarding "Time for Filing"

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

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

E.1. By the Mayor – To Rezone Property Located at 6041 30th Avenue from M-2 Heavy Manufacturing to B-2 Community Business District. (11th District) (Pfarr)

E.2. By the Mayor - To Rezone Property Located at 7850 Green Bay Road from RS-1 Single-Family Residential to B-2 Community Business District. (15th District) (Easton)

On a voice vote, motion carried.

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Nudo, seconded by Alderperson Ruffolo, to adopt Ordinance 64-10.

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

On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 64-10
BY: PUBLIC WORKS COMMITTEE
TO AMEND SECTION 1.03 C. 1. b. OF THE CODE OF GENERAL ORDINANCES REGARDING "RULES OF COUNCIL"

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

Section One:To amend Section 1.03 C. 1. b. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

b. Committee on Public Works which shall be the Board of Public Works and the Board of Water Commissioners. The Board of Public Works shall also serve as the Stormwater Utility Committee. The Committee on Public Works shall be responsible for the management, control, improvement and regulation of all public grounds and grounds belonging to the City except such public grounds as under the laws of this State or the charter provisions or ordinances of the City are otherwise under the care and supervision of other officers, committees, boards or commissions.

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

APPROVED:
KEITH G. BOSMAN, MAYOR

ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

F.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 65-10.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 65-10
BY: ALDERPERSON
LAWRENCE GREEN

TO CREATE SUBSECTION 14.013 D. ENTITLED PET FANCIER AND TO REPEAL AND RECREATE SUBSECTION 14.08 9. TO INCLUDE PENALTY LANGUAGE THEREFORE

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:
Section One:
Section 14.013 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled Pet Fancier is hereby created as follows:.
D. Pet Fancier Permit. Notwithstanding the provisions of subsection (B), it shall be lawful to keep up to five (5) dogs, cats or combination thereof, over the age of five (5) months if the owner complies with all of the following requirements:
1. Applies for and receives a pet fancier's permit from the Committee on Licenses and Permits.
2. Files with the City Clerk a fully executed application on a form prescribed by the City Clerk and pays a non-refundable application permit fee of $35.00.
3. Provides proof of a current license as defined by §14.01 for each animal covered by the permit.
4. Is not in violation or has not violated within the previous two (2) years, any provision of this chapter.
5. Does not have a conviction for cruelty, neglect or mistreatment of an animal.
6. Pet fancier's permits shall expire on December 31 each year.
7. The premises upon which the dogs and/or cats are kept is maintained in accordance with §14.014 of the Code of General Ordinances, and said compliance is demonstrated by city personnel empowered to enforce this Ordinance upon request; inspection of the premises and all animals located at the premises shall be permitted at any time.
8. When issued, a permit shall be kept upon the licenses premises and exhibited upon request to city personnel empowered to enforce this Ordinance.
9. Revocation, Suspension and Non-Renewal of Permit. Permits granted hereunder may be revoked, suspended, or not renewed for just cause, upon notice and an opportunity to be heard. The hearing shall be conducted by the Committee on Licenses/Permits.
10. Working dogs such as service dogs, medical alert dogs and certified therapy dogs (must have proof of accreditation) are not included in the pet limit calculation. However, they must remain licensed within the city.
Section Two:
Section 14.08 9. of the Code of General Ordinances for the City of Kenosha,
Wisconsin, is hereby amended to create 9a. and 9b. as follows:
9.a. Any person violating §14.013 or 14.014 of this Chapter or any other provisions of Chapter 14 for which there is no separately listed penalty, shall, upon conviction thereof, forfeit not more than One Hundred ($100.00) Dollars, plus the costs of prosecution, and in default of such payment of forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.
b. Any person violating §14.013 D. of this Chapter shall, upon conviction thereof, forfeit not less than Three Hundred Fifty ($350.00) Dollars and not more than Five Hundred ($500.00) Dollars, together with the costs of the action, and in default of payment of such forfeiture and costs, shall be committed to the County Jail for a period not to exceed thirty (30) days.
Section Three:
This Ordinance shall become effective upon passage and publication.

APPROVED:
KEITH G. BOSMAN, MAYOR

ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

F.3. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to adopt Ordinance 66-10.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 66-10
BY: THE MAYOR
ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan
Parcel No. 80-4-222-234-0100
[Property Located 3906 24th Street]
Town of Somers
[Uttech - Property Owner]

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, and providing zoning district classifications under Section 66.0307, Wisconsin Statutes, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of seven (7), described on the attached legal description, Attachment "A", and map, Attachment "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after September 25, 2010, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Attachment "A"

PETITION OF PROPERTY OWNERS FOR ATTACHMENT TO THE CITY OF KENOSHA FROM THE TOWN OF SOMERS PURSUANT TO SECTION 66.0307; WISCONSIN STATUTES, STATE APPROVED COOPERATIVE PLAN

The undersigned, constituting all of the owners of certain real property within the Town of Somers, Kenosha County, Wisconsin, petition the Mayor and Common Council of the City of Kenosha, Wisconsin, to attach the territory described below and shown on the attached scale map to the City of Kenosha, Kenosha County, Wisconsin, pursuant to the Section 66.0307 Wisconsin Statutes, State Approved Cooperative Plan.

The current population of the territory to be attached as defined by Section 66.0217(5)(a) of the Wisconsin Statutes is 7.

Legal Description:

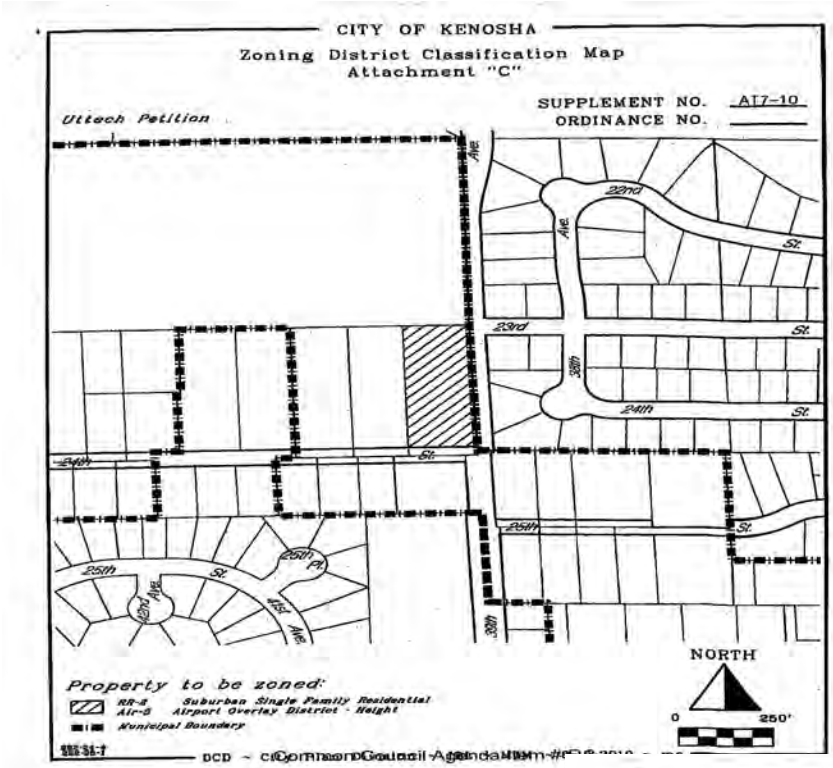
Part of the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the northeast corner of said Quarter Section; thence South 2°14'29" East along the east line of said Quarter Section, and along the present corporate limits of the City of Kenosha, 437.11 feet to the north line of 24th Street; thence South 89°22'02" West along said north line, 175.00 feet to the east line of a parcel of land shown on a September 3, 1991 plat of survey by Michael Kotlarek for Michael Grobelch and filed with the Kenosha County Land Information Office; thence North 1°34'44" West along said east line, 438.995 feet to the north line of said Quarter Section; thence North 89°22'02" East along said north line, 169.94 feet to the point of beginning; containing 1.730 acres of land, more or less.

MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE

Section Three: Zoning District Classifications. The territory described in Section One, upon attachment, shall have the zoning district classifications shown on Attachment "C", which zones the territory under the most restrictive classification of the City Zoning Ordinance. This zoning district classification shall be and remain in effect for each parcel of land described therein until this Zoning District Classification Ordinance is amended as prescribed in Section 62.23(7)(d), Wisconsin Statutes.

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 48th Ward of the 5th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts. The County



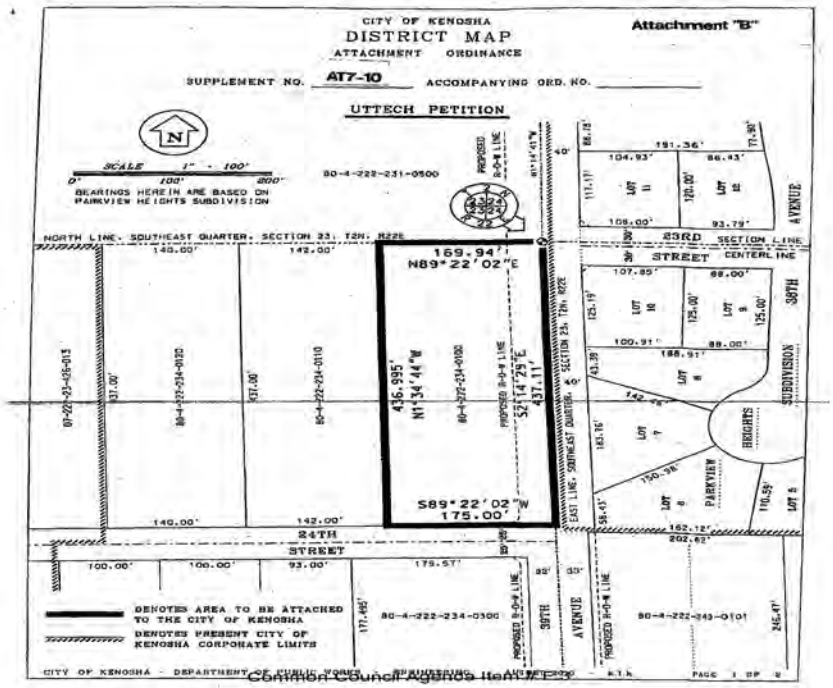
Board of Supervisors for Kenosha County is requested to have the attached area included in the same District and Ward for the County Supervisory seat as for the City Aldermanic seat.

Section Five: Connection To City Utilities. The territory described in Section One shall, by submission of the Attachment Petition, require connection of existing and any future habitable buildings to municipal water and sewer, within the time limits established by Chapter 32 of the Code of General Ordinances for the City of Kenosha, Wisconsin.

Section Six: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Zoning District Classifications shall take effect on September 25, 2010, after passage and publication, as provided by law.

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



F.4. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia, to adopt Ordinance 67-10.

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

On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 67-10
BY: MAYOR
TO REPEAL AND RECREATE SUBSECTION 17.09 F.3 OF THE CODE OF GENERAL ORDINANCES REGARDING "LOTS".

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

Section One: Section 17.09 F. 3 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is

hereby repealed and recreated as follows:

3. Every lot shall front or abut a public street for a distance of at least forty (40') feet. Flag lots not meeting the minimum frontage requirement shall be prohibited. Lots on curved public streets or public cul-de-sac streets shall comply with the lot frontage requirements of Section 3.03 C.4. of the Zoning Ordinance.

Exceptions to the public street lot frontage standards may be made for non-residential land divisions provided all of the following standards are met:

a. Lots may front or abut a private paved street for a distance of at least forty (40') feet where the private street has a minimum width of twenty (20') feet and is constructed with curb and gutter;

b. The private street was approved under a Site Plan Review or a Conditional Use Permit;

c. Recorded access easements and any maintenance agreement are provided to the City with any Land Division application requested under this Section; and,

d. Public street building setback requirements shall apply in the same manner with respect to private streets.

Section Two:

This Ordinance shall become effective upon passage and publication.

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

F.5. It was moved by Alderperson Nudo, seconded by Alderperson Bogdala, to adopt Ordinance 68-10.

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

On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 68-10
BY: MAYOR
TO REPEAL AND RECREATE SUBSECTION 1.06 A. OFTHE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA ENTITLED "CITY BOARDS AND COMMISSIONS"

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

Section One: Subsection 1.06 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

1.06 CITY BOARDS AND COMMISSIONS

A. City Plan Commission. A City Plan Commission is hereby created pursuant to and in accordance with Section 62.23, Wisconsin Statutes, which is incorporated herein by reference, with the exception that, as authorized by Section 62.23 (1), Wisconsin Statutes, the composition of said body shall consist of the Mayor, who shall be its chairperson and presiding officer, the President of the Common Council, who shall be its vice chairperson, a member of the Board of Park Commissioners to be elected by said Commission, a member of the Committee on Public Works (Board of Public Works) to be elected by the Committee (Board) of Public Works, and six (6) citizens appointed by the Mayor and approved by the Common Council who shall be of recognized experience and qualifications. In the event the President of the Common Council is unable or unwilling to serve, he/she shall immediately notify the Mayor and nominate a member of the Common Council to fill the position. The Mayor shall appoint a member of the Common Council to fill the position, subject to the confirmation of the Common Council. The terms of citizen members shall be staggered over a three (3) year period of time so that the terms of no more than two (2) members shall expire in any given year. The Commission shall perform the functions prescribed in Section 62.23(2), Wisconsin Statutes.

Section Two :

This Ordinance shall become effective upon passage and publication.

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

F.6. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to adopt Ordinance 69-10.

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

On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 69-10
BY: ALDERPERSON
G. JOHN RUFFOLO
TO REPEAL ORDINANCE 47-10 AND TO CREATE SECTION 1.05 Q. OF THE CODE OF GENERAL ORDINANCES, ENTITLED "ALDERMANIC NOTICE"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:
Section One: Ordinance 47-10 is hereby repealed and Section 1.05 Q of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:
1.05 Q. Aldermanic Notice. Whenever a City Department, or personnel authorized by the department, has scheduled a public meeting, separate aldermanic written notice shall be given by the department to each alderperson at least 72 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. The written notice shall be on paper and in electronic mail (e-mail) format. The affected alderperson(s) shall be required to give approval for their district. Receipt shall be presumed upon delivery to the aldermanic mailbox located within City Hall and upon sending an electronic message to the alderperson's City issued e-mail account. The notice shall announce the time, place and subject matter of the meeting. "Public Meeting" means the convening of employees of a City department for the purpose of meeting with the public to discuss a topic which is subject to the responsibility, authority, or duties delegated to the department .
Section Two:
This Ordinance shall become effective upon passage and publication.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

G. ZONING ORDINANCES 2ND READING

G.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Nudo, to adopt Ordinance 70-10.
A public hearing was held. No one spoke for or against said ordinance.
On roll call vote, motion carried unanimously (16-0) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 70-10
BY: ALDERPERSON STEVE BOSTROM
ALDERPERSON ANTHONY NUDO
TO ADD NON-CONFORMING USE LANGUAGE IN VARIOUS AREAS OF SECTION 3 ; TO ADD NON-CONFORMING USE LANGUAGE IN TABLE 4.01 AT GROUP 1; TO RECREATE SECTION 4.03 A; TO AMEND SUBSECTION 4.04 L.; TO CREATE SUBSECTION 4.06 A. 17 ENTITLED "NON-CONFORMING RESIDENTIAL USES"; TO REPEAL AND RECREATE SUBSECTION 7.05 A. 1. ENTITLED "NON-CONFORMING BUILDINGS AND STRUCTURES"; TO AMEND SUBSECTION 7.05 A. 3 ENTITLED "BUILDINGS OR STRUCTURES NON-CONFORMING TO VISUAL CLEARANCE, EXCLUDING FENCES" OF THE ZONING ORDINANCE OF THE CITY OF KENOSHA

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:
Section One: Section 3.031C. 5. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows: 5. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Two: Section 3.032 C. 4. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
4. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Three: Section 3.033 C. 5. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled

Conditional Uses is hereby created as follows:
5. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Four: Section 3.04 C. 5. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
5. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Five: Section 3.05 C. 5. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
5. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Six:
Section 3.06 C. 6. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
6. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Seven:
Section 3.07 C. 6. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
6. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Eight: Section 3.08 C. 6. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
6. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Nine: Section 3.09 C. 9. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
9. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Ten: Section 3.10 C. 9. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
9. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Eleven: Section 3.11 C. 9. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
9. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Twelve: Section 3.115 C. 7. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled Conditional Uses is hereby created as follows:
7. All non-conforming residential uses in effect at the time of seeking a Conditional Use.
Section Thirteen: Add the following language to Table 4.01 at Group 1, Residential conditional uses: Continuous non-conforming uses in all residential zoning districts.....CC
Section Fourteen: Section 4.03 A. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby recreated as follows:
A. Application. Applications for Conditional Use Permits, other than those for non-conforming residential uses which shall be exempt from the requirement, shall be made in duplicate to the City Plan Division on forms furnished by the City Plan Division and shall include the following:
Section Fifteen: Section 4.04 L. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby amended as follows:
L. Non-Conforming Uses of Buildings and Structures and Non-Conforming Uses of Land. All non-conforming uses of buildings and structures and non-conforming uses of land, other than those in residential zoned districts , which are in accordance with §7.0 of this Ordinance, shall not be required to obtain Conditional Use Permits to the extent of the existing operation only. Any alteration, addition, expansion, extension, relocation, or change of a nonresidential non-conforming use shall conform to the provisions of this Ordinance, including the provisions of §4.0 of this Ordinance
Section Sixteen: Section 4.06 A. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby created as follows:
A. RESIDENTIAL CONDITIONAL USES
17. Non-conforming Residential Uses

a. Verification, in form and substance, satisfactory to the reviewing authority of the prior existing residential use.
b. Building Plan as required in Sections 4.05B. and 14.07 B. of the Zoning Ordinance.
c. Site Plan as required in Sections 4.05 C. and 14.07 C. of the Zoning Ordinance.
d. Drainage Plan as required in Sections 4.05D. and 14.07 E. of the Zoning Ordinance.
e. Landscape Plan as required in Sections4.05 E. and 14.07 F. of the Zoning Ordinance.
f. Utility Plan as required in Sections 4.05 F. and 14.07 D. of the Zoning Ordinance.
g. Other issues which may have an adverse social, economic, or environmental impact, or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole .
h. One or more of plans identified hereinabove may be waived in the discretion of reviewing authority.

Section Seventeen: Section 7.05 A.1. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled is hereby repealed and recreated as follows:

1. Non-Conforming Buildings and Structures. Notwithstanding Section 7.02 of this Ordinance where a non-conforming building or structure is damaged or destroyed by violent wind, vandalism, fire, flood, ice, snow, mold or infestation it may, consistent with Section 62.23 (7)(hc), Wisconsin Statutes, be restored to the size and use it had immediately prior to the occurrence of the damage or destruction without any limitation on the cost of repair, reconstruction or improvement. Such a nonconforming building or structure shall be permitted to be reconstructed to be larger than its size immediately prior to the damage or destruction if necessary for the building or structure to comply with applicable state or federal requirements.

Section Eighteen: Section 7.05 A.3. of the Zoning Ordinance for the City of Kenosha, Wisconsin, entitled is hereby repealed and recreated as follows:

3. Buildings or Structures Non-conforming to Visual Clearance, Excluding Fences. Where a building or structure, non-conforming as to visual clearance, is damaged by a catastrophe or act of God, to the extent equaling more than fifty (50%) percent of its total assessed value, it shall be reconstructed to comply with the visual clearance regulations of §2.06 B. of this Ordinance. Where such a building or structure is damaged by a catastrophe or act of God, to the extent equaling fifty (50%) percent or less of its total assessed value, it may be reconstructed provided that the building or structure meets the following regulations:

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

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

G.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to adopt the proposed ordinance by Alderperson G. John Ruffolo, Alderperson David Bogdala, Alderperson Theodore Ruffalo, Alderperson Anthony Nudo, Alderperson Ray Misner - to Repeal and Recreate Section 2.02 A.4 (of the Zoning Ordinance of the City of Kenosha) Regarding the Granting of Temporary Uses. The public hearing was held September 8, 2010.

G.2.1. It was moved by Alderperson Bogdala, seconded by Alderperson Haugaard to defer for two weeks.

On roll call vote, motion carried (12-4) with Alderpersons Kennedy, Orth, LaMacchia and Juliana voting nay.

H. RESOLUTIONS

H.1. It was moved by Alderman Ohnstad, seconded by Alderman Green, to adopt Resolution 134-10.

On roll call vote, motion carried (14-0, Alderpersons LaMacchia and Prozanski not present for vote) and said resolution was thereupon adopted as follows:

RESOLUTION NO. 134-10
BY: FINANCE COMMITTEE
TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1012 Resurfacing Phase I

(33rd Avenue - 75th Street to Roosevelt Road, 40th Avenue - 65th Street to Taft Road, 45th Avenue - 87th Place to 86th Street, 38th Avenue - 73rd Street to 71st Street) in the total amount of $10,822.59, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution Nos. 09-10 and 37-10 authorizing such improvements in the street right-of-way.

Adopted this 20th day of September, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. It was moved by Alderperson Michalski, seconded by Alderperson Ohnstad to adopt Resolution 135-10. On roll call vote, motion carried unanimously (14-0, Alderpersons LaMacchia and Prozanski not present for vote) and said resolution was thereupon adopted as follows:

RESOLUTION NO. 135-10
BY: FINANCE COMMITTEE
TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #10-1015 Resurfacing Phase II (55th Street - 49th Avenue to 51st Avenue, 43rd Street - 22nd Avenue to 17th Avenue) in the total amount of $8,560.11, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 38-10 authorizing such improvements in the street right-of-way.

Adopted this 20th day of September, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad to adopt Resolutions 136-10 through 142-10. On roll call vote, motion carried unanimously (14-0, Alderpersons LaMacchia and Prozanski not present for vote) and said resolutions were thereupon adopted as follows:

a. **RESOLUTION NO. 136-10**
BY: FINANCE COMMITTEE
To Specially Assess a Certain Parcel of Property for Trash and Debris Removal

BE IT RESOLVED, that special assessments for trash and debris removal during 2010, in the total amount of $800.00, be levied against the parcel of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 20th day of September, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

b. **RESOLUTION NO. 137-10**
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2010, in the total amount of $1,882.59, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 20th day of September, 2010

APPROVED:

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

c. **RESOLUTION NO. 138-10**
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Grass and Weed Cutting

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of $16,800.65, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.
Passed this 20th day of September, 2010.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

d. **RESOLUTION NO. 139-10**
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of $2,044.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.
Passed this 20th day of September, 2010.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

e. **RESOLUTION NO. 140-10**
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for Trimming/Removing Bushes for Visual Clearance (Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of $430.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.
Passed this 20th day of September, 2010.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
DEBRA L. SALAS, DEPUTY CITY CLERK

f. **RESOLUTION NO. 141-10**
BY: FINANCE COMMITTEE
To Specially Assess Certain Parcels of Property for a Locksmith for an Inspection (Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for a locksmith for an inspection during 2010, in the total amount of $154.00, be levied against the respective parcel of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.
Passed this 20th day of September, 2010.
APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

g. **RESOLUTION NO. 142-10**

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Graffiti Removal

(Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for graffiti removal during 2010, in the total amount of $275.00, be levied against the parcel of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 20th day of September, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. It was moved by Alderperson Bogdala, seconded by Alderperson Green to adopt Resolution 143-10. On roll call vote, motion carried unanimously (16-0) and said resolution was thereupon adopted as follows:

RESOLUTION NO. 143-10

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 117-10 Against Parcel No. 03-122-03-376-037 (7449 Green Bay Road), Kenosha, Wisconsin

WHEREAS, on August 16, 2010, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 117-10 levying special assessments for boarding and securing various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 03-122-03-376-037 (7449 Green Bay Road), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of $190.00 levied by Resolution No. 117-10 against Parcel No. 03-122-03-376-037 (7449 Green Bay Road) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by $190.00 for a total of $1,308.00.

Passed this 20th day of September, 2010.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.5. It was moved by Alderperson Nudo, seconded by Alderperson Green to adopt Resolution 144-10.

H.5.1. It was moved by Alderperson Ruffolo, seconded by Alderperson Nudo to hold a public hearing. A public hearing was held. Three (3) people spoke in favor: Mike Arsier, Bill Hensley, and Patrick Shea. The public hearing was closed.

It was moved by Alderperson Juliana to refer to Administration to discuss with Walgreen Co. Motion lost for lack of a second.

On roll call vote, motion to approve carried (13-3) with Alderpersons Nudo, Bostrom and Michalski voting nay and said resolution was thereupon adopted as follows:

RESOLUTION NO. 144-10

BY: ALDERPERSON THEODORE RUFFALO

ALDERPERSON G. JOHN RUFFOLO

ALDERPERSON ROCCO LAMACCHIA

ALDERPERSON ANTHONY KENNEDY

ALDERPERSON MICHAEL ORTH

TO REQUEST THE COMMENCEMENT OF REVOCATION PROCEEDINGS FOR THE PERMITS ISSUED BY THE CITY THAT ALLOWED CONSTRUCTION, OCCUPANCY, AND

MAINTENANCE OF THE WALGREENS STORE LOCATED AT 7525 SHERIDAN ROAD

WHEREAS, the Walgreen Co. is an Illinois corporation, founded in 1909 as C.R. Walgreen and Co., and has been registered to conduct business in the state of Wisconsin since 1958; and,

WHEREAS, Walgreen Co., through subsidiary corporations, offers retail pharmacy sales, retail drug sales, and general consumer merchandise store services to the neighborhoods in which their Walgreens stores are located; and,

WHEREAS, Walgreen Co., through marketing means directed to the neighbors, through inventory management directed to neighbors, and brand identification strategies, sought reliance of neighborhood communities on their Walgreens stores; and,

WHEREAS, Walgreen Co. has operated a Walgreens store over the past fifty years in the Downtown area of the City of Kenosha, located at 5711 6th Avenue; and,

WHEREAS, the local community has come to rely on the downtown Walgreens store in the Downtown area where it has proved vital to the local residents including: senior citizens and physically challenged citizens for prescriptions drugs and basic daily needs; and,

WHEREAS, the maintenance of the downtown Walgreens store has been an important matter to the City such that when Walgreen Co. came to the City seeking approvals for the construction of a new Walgreens store to be located 7525 Sheridan Road, approximately 1.7 miles from the downtown Walgreens store, as a part of the review process for those approvals, City officials specifically asked whether the grant of permissions for the new Walgreens store would adversely affect the continuing operation of the existing downtown Walgreens store; and,

WHEREAS, on May 23, 2008, Walgreens Co. submitted a letter to City Administration stating, "Walgreens has every intention to continue to operate the downtown store"; and,

WHEREAS, the City Planning Commission, after asking about the economic impact of a potential new Walgreens store on Sheridan Road was informed from City staff that a letter was submitted by the Walgreen Co. stating that, "Walgreens did submit a letter saying they would keep the downtown store open" (City Planning Commission minutes for the meeting of July 24, 2008); and,

HEREAS, Walgreen Co. pitched a pre-prepared visual presentation to the City Plan Commission in support of its requests to construct the new Walgreens store wherein Walgreen Co. affirmatively asserted that it would not close the downtown Walgreens store (see presentation slides provided to the City Plan Commission at their meeting on July 24, 2008);

WHEREAS, Walgreen Co. has publicly stated at the City Planning Commission: "Walgreens is a good neighbor and we stand behind what we say" (as referenced in the City Planning Commission minutes for their meeting on July 24 , 2008); and,

WHEREAS, Walgreen Co. on the multiple occasions that Walgreen Co. presented to the City Planning Commission, it never retracted its representations that it would not be closing any stores throughout the City; and,

WHEREAS, Walgreen Co. was granted building permits and a conditional use permit based on the City Planning Commission hearings, and moreover, was granted a rezoning of parts of the property upon which the new Walgreens store was constructed as a result of the same representations made to the City Plan Commission; and,

WHEREAS, based on the City Planning Commission hearings (which caused the conditional use permit and building permits that are prerequisites to an occupancy permit), on February 8, 2010, an occupancy permit for the building used as the Walgreens store located 7525 Sheridan Road, with the store opening soon thereafter; and,

WHEREAS, on August 10, 2010, Walgreen Co. was publicly quoted by the Kenosha News, a local newspaper of substantial circulation, stating, "The new store is about a mile away from the downtown store. It is a store doing very well and it is a store we built to replace the downtown store"; and,

WHEREAS, the quote of August 10, 2010, makes the prior representations of Walgreen Co. appear duplicitous; and,

WHEREAS, on or about September 9, 2010, Walgreen Co. closed the downtown Walgreens store; and,

WHEREAS, that the departure of the downtown Walgreens has already had a detrimental impact on the unemployment, image, real estate values in the Downtown; and,

WHEREAS, it is incumbent on the City of Kenosha to ensure that businesses keep their word to the citizens of Kenosha; and,

WHEREAS, Walgreen Co. failed to keep its commitment to the City Planning Commission, the City government and the Citizens of Kenosha.

THEREFORE BE IT RESOLVED, that the Kenosha Common Council requests that Mayor Keith G. Bosman commence the process to revoke the Conditional Use Permit and such other permits that are appropriate that were issued to Walgreen Co. for the Walgreen store located at 7525 Sheridan Road, Kenosha, Wisconsin, due to the false representations made to the City of Kenosha in obtaining the Conditional Use permit and such other permits as are appropriate.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to Gregory D. Wasson, 200 Wilmot Road, Deerfield, Illinois 60015, the last-listed president of the Walgreen Co. and to all local media outlets.

Adopted this 20th day of September, 2010.

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

At this time, approximately 8:53 pm a brief recess was taken. The Council reconvened at approximately 8:58 pm. It was moved by Alderperson Nudo, seconded by Alderperson Green to adopt Resolutions 145-10 through 148-10 (items H.6. Through H.9.). On roll call vote, motion carried unanimously (16-0) and said resolutions were thereupon adopted as follows:

H.6. RESOLUTION NO. 145-10

BY: ALDERPERSON PATRICK JULIANA

TO REQUEST THAT THE LEGISLATURE FOR THE STATE OF WISCONSIN REPEAL AND RECREATE SUBSECTION 62.23(7)(i) OF THE WISCONSIN STATUTES IN A MANNER THAT IS CONSISTENT WITH FEDERAL LAW THAT SUPERCEDES WISCONSIN LAW PURSUANT TO THE SUPREMACY CLAUSE OF THE UNITED STATES CONSTITUTION, AND IN A MANNER THAT WILL NOT SUBJECT MUNICIPALITIES TO LIABILITY FOR OBEYING ITS DIRECTIVE.

WHEREAS, despite having Home Rule over matters generally affecting their own city, pursuant to Wisconsin Statutes §66.01.01(4), cities, such as the City of Kenosha, are obligated to follow enactments of the Wisconsin Legislature if the matters are deemed matters of statewide concern; and,

WHEREAS, the Wisconsin Legislature, pursuant to their authority to enact such legislation of statewide concern, enacted Wisconsin Statutes §62.23(7)(i) entitled, "Community and Other Living Arrangements"; and,

WHEREAS, using directory language such as "city shall be subject to the following criteria", Wisconsin Statutes §62.23(7)(i) establishes criteria for the siting of community living arrangements within a municipality, more specifically, establishing distance and density limitations, and imposes the same on cities; and,

WHEREAS, such articulation by the Wisconsin Legislature of distance and density limitations was a clear indication of legislative policy applicable with statewide effect, the absence of which would have allowed municipalities to establish their own criteria; and,

WHEREAS, municipalities across the State have adopted or otherwise followed the directive of the State of Wisconsin with regard to distance and density limitations; and,

WHEREAS, any reliance that cities placed on the representations of the State have been to the detriment of the cities to the extent that cities following the state's pronouncements have been subject to lawsuit; and,

WHEREAS, such cases brought against municipalities for following state directives include, but are not likely limited to, U.S. Village of Marshall (781 F.Supp. 872 (W.D.Wis., 1991)), Oconomowoc Residential Programs, Inc. v. the City of Greenfield, 23 F.Supp.2d 941 (E.D.Wis., 1998)), Oconomowoc Residential Programs, Inc. v. the City of Milwaukee (300 F.3d 775 (7th Cir.,2002)), Options for Community Growth, Inc., the City of Milwaukee, et al. (2006 WL 2645185 (E.D. Wis., 2006)), and "K" Care, Inc. v. Town of Lac du Flambeau (181 Wis.2d 59 (Ct. App., 1993)), and Crabtree Residential Living, Inc., et al., the City of Kenosha, et al. (Case No. 10-C-691 (pending in the Eastern District of Wisconsin, 2010)); and,

WHEREAS, the bases for the litigation matters referenced above are the allegations that pursuant to the Supremacy Clause of the United States Constitution, Congressional enactments in the form of the Americans with

Disabilities Act and the Federal Fair Housing Act supersede the enactments of the Wisconsin Legislature causing one court to observe "the subsections [of the Wisconsin Statutes] are an obstacle to the accomplishment and the exclusion of the full purposes and objectives of Congress and to that extent that are preempted" (see, Oconomowoc Residential Programs, Inc. v. City of Greenfield, 23 F.Supp.2d at page 954); and,

WHEREAS, the price for municipalities' reliance on the state law has been dear, resulting in a judgment of $201,841.00 to the plaintiffs from the City of Milwaukee Residential Programs case and a request for $140,000.00 in damages in the Village of Marshall case (see commentary in Tellurian U.C.A.N., Inc., v. Goodrich, 178 Wis.2d 205 (app 1993) rev. den.); and,

WHEREAS, the City of Kenosha is currently involuntarily involved with such litigation in the pending case referenced above, which has the possibility of subjecting the City to liability; and,

WHEREAS, the State Legislature's motive may have been "pure" by attempting to effectuate the apparent purposes of Congress to allow citizens with mental or physical challenges to locate in mainstream communities without being segregated or institutionalized, nonetheless such "pure" motive on behalf of the State is of no value causing one court to observe with regard to such argument that "the spacing requirement protects disabled people by preventing them from being resegregated into enclaves of group homes, benign intentions on the part of lawmakers cannot justify laws which discriminate against protective groups" (see, Oconomowoc Residential Programs, Inc., the City of Greenfield, 23 F. Supp.2d at page 954).

NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha requests that the State of Wisconsin review and recreate Wisconsin Statutes §62.23(7)(i) entitled, "Community and Other Living Arrangements", in a manner that does not offend federal law in clear terms such that the municipalities will not be subject liability for following the letter of the statute.

BE IT FURTHER RESOLVED, that the Common Council for the City of Kenosha requests that the State of Wisconsin indemnify the City of Kenosha for all losses incurred by the City in the defense of the action pending against it for imposing the distance and/or density siting limitations established for Community and Other Living Arrangements by Wisconsin Statutes.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this Resolution to the Governor of the State of Wisconsin, and the legislative delegation representing districts in the City of Kenosha and requesting a response to its content.

Adopted this 20th day of September, 2010.

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

H.7. RESOLUTION NO. 146-10

BY: The Mayor

Resolution to Approve a New Labor Agreement for 2010 – 2012
Between the City of Kenosha and
Kenosha Professional Police Association

WHEREAS, a voluntary tentative settlement agreement has been reached between the City of Kenosha and the Kenosha Professional Police Association for 2010-2012; and

WHEREAS, the Association has notified the City that their membership has ratified this tentative settlement agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the existing Agreement with the Kenosha Professional Police Association be amended in accordance with the tentative agreements as contained in the attached Appendix A (on file in the office of the City Clerk) effective January 1, 2010.

Dated this 20th day of September, 2010.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.8. RESOLUTION #147-10

BY: The Mayor

Resolution to Amend Resolution 59-81
Specifying Benefits and Rights of
Non-Represented Sworn Employees of the Police Department

WHEREAS, it is in the best interest of the City of Kenosha that the non-represented sworn employees (KPSOA) of the Police Department receive employee benefits comparable to the subordinate sworn protective service employees (KPPA); and

WHEREAS, a successor labor agreement between the City of Kenosha and the KPPA has been ratified by the Finance Committee and Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that Resolution 59-81, which specifies benefits and rights of non-represented sworn employees of the Police Department be amended in accordance with the attached changes outlined in Appendix A effective January 1, 2010.

Dated this 20th day of September, 2010.

H.9. RESOLUTION NO. 148-10

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF PARCEL NO. 80-4-222-234-0100 LOCATED AT 3906 24th STREET, IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES

[Uttech – Property Owner]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-222-234-0100, located at 3906 24th Street , in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on September 20, 2010, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-222-234-0100, located at 3906 24th Street, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 66.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-222-234-0100, located at 3906 24th Street, Kenosha, Wisconsin, as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

Adopted this 20th day of September, 2010.

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

I. APPOINTMENTS/ REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve:
K.1. Approve Easement Agreement for the 39th Avenue Right-of-Way Project at 3905 24th Street (James & Dortha Childers) (5th District)
K.2. Approve Permanent Limited Easement for Storm Water Drainage at 1338-20th Avenue. (Kent & Angela Morton) (1st District)
K.3. Raze Contract for 1607 50th Street. (7th District)
On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to:
L.1. DENY request to Rescind Grass & Weed Cutting Special Assessment, 6117-12th Avenue (Parcel 05-123-06-131-007) in the Amount of $140.00. On roll call vote, motion carried unanimously (16-0)
L.2. The request to Rescind Trash & Debris Removal Special Assessment, 2910-23rd Avenue (Parcel 07-222-24-489-010) in the Amount of $230.00 was deferred by the Finance Committee prior to this meeting.
L.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Nudo to go into closed session pursuant to §19.85(1)(g), Wisconsin Statutes at approximately 9:44 pm. On a voice vote, motion carried.
At approximately 9:54 pm, the Council reconvened to open session.
It was moved by Alderperson Bogdala, seconded by Alderperson Ruffalo to concur with the recommendations of the Finance Committee to:
a. Approve settlement regarding Deborah Wilmot, et al vs. City of Kenosha
b. Approve settlement regarding Carmen Audeo DeZelada vs. City of Kenosha
c. Receive and file claim of Jorge Guadarrama vs. City of Kenosha
L.3.1. It was moved by Alderperson Juliana, seconded by Alderperson Prozanski to allow Alderperson LaMacchia to abstain. On a voice vote, motion carried.
On roll call vote, motion to concur carried (13-2-1 with Alderpersons Kennedy and Michalski voting nay and Alderperson LaMacchia abstaining)
L.4. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to approve Disbursement Record #16 – $20,494,956.10.
On roll call vote, motion carried unanimously (16-0).

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson Juliana, to adjourn at 10:02 p.m.
On a voice vote, motion carried.

Approved: **KEITH G. BOSMAN, MAYOR**

Attest: **DEBRA L. SALAS, DEPUTY CITY CLERK**

DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection • Property Maintenance • Zoning Enforcement

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

FROM: Paula A. Blise, CCEA, MBA, Zoning Coordinator
Department of Neighborhood Services and Inspections

SUBJECT: Common Council Sign Code Appeal, October 18, 2010
Request for Relief to Install an L.E.D. Upgrade on an Existing Nonconforming Sign Structure Located at 3322 Sheridan Road (B-2, Commercial Business)
Petitioner: Cidney Bindelli, Property Owner – Bindelli's Animal House, Inc.

DATE: October 11, 2010

The petitioner is requesting a special exception to install a twelve (12) square foot L.E.D. sign within the structural confines of a pre-existing nonconforming sign structure. The proposed sign shall be retrofitted to conform to the existing sign module. The existing freestanding sign is twenty-three feet, five inches (23' 5") high. The setback from the edge of the sign to the east lot line is seven feet (7'), and the setback from the east lot line to the pole structure is eleven feet (11').

The arrow illustrates the area in which the applicant proposes to install a twelve (12) square foot L.E.D. Sign.

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

The existing sign is nonconforming based on the following Sign Ordinance criteria:

- Freestanding signs located within fifteen feet (15') of any lot line shall be limited to a maximum height of fifteen feet (15'), and a maximum total sign face area of forty-nine (49) square feet, or total sign face area eqnal to fifty percent (50%) of the street frontage - whichever is less. (General Code 15.06A)

  The existing sign does not meet the setback, height, or total sign face area criteria.

- The City of Kenosha Sign Ordinance requires a sign permit to "...replace, construct, remodel, any sign..." (General Code: 15.07A)

  Based on the nonconformity of the existing sign, a sign permit cannot be approved to install the proposed twelve (12) sqnare foot L.E.D. sign within the pre-existing sign posts.

  The petitioner is requesting relief from the Sign Ordinance to upgrade the existing sign.

PAB:kah

CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

CHAPTER 15 - SIGN ORDINANCE
APPEALS / SPECIAL EXCEPTIONS TO COMMON COUNCIL
APPLICATION FORM

625 52nd Street · Kenosha, WI 53140 · Telephone: 262.653.4263

OWNER Cidney/Dante Bindelli PHONE NUMBER 4967392

ADDRESS 3400 - 30th St, Ken. 53144

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 Cidney Bindelli PHONE NUMBER 4967392

ADDRESS

ADDRESS OF SPECIAL EXCEPTION REQUEST 3322 Sheridan Rd
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED

LED light below sign

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.

Cidney Bindelli — 8/31/10
SIGNATURE (Owner or Agent for Owner) DATE

FOR OFFICIAL USE ONLY

Date Filed RECEIVED AUG 31 2010 By GMH Receipt Number

Bindelli's Animal House

3322 Sheridan Rd.

Kenosha, Wi. 53140

RE: LED Sign

Attraction:

1. LED sign looks more appealing to the public.
2. Looks more upscale, to attract good cliental.
3. LED sign along with reader board will attract more cliental and create more business.

Business:

1. LED sign will attract the eye of customers.
2. With the economy the way it is now, the LED sign will allow us to put eye attracting specials at a moment's notice to boost business.
3. Former businesses failed at this location, we want to do everything possible to succeed and keep Kenosha from having another vacant building.

Other Locations:

1. Speedway on 60th. and also on Washington along with GRC bowling on Greenbay Rd., both have LED signs and it seems to have helped them generate more business.
2. These other locations look more appealing and attractive to the public.

Economical:

1. The LED sign will allow us to put on more specials to the public on a day to day basis.
2. The LED sign will pay for itself over a short period of time by allowing us to advertise something every day, along with advertising once a week.

Community/State Info:

1. We can also if needed use the LED sign to put information out to the public, i.e.: Amber Alert, ect...

In closing, we would like to say that being granted the permission to display the LED sign would improve not only the look of our establishment, but would grant us access to put on more money saving specials on a day to day basis with our customers. This would be a plus to both Kenosha and our business. With this economy as it is at this time, we need to do everything we can to make it better for our businesses and city.

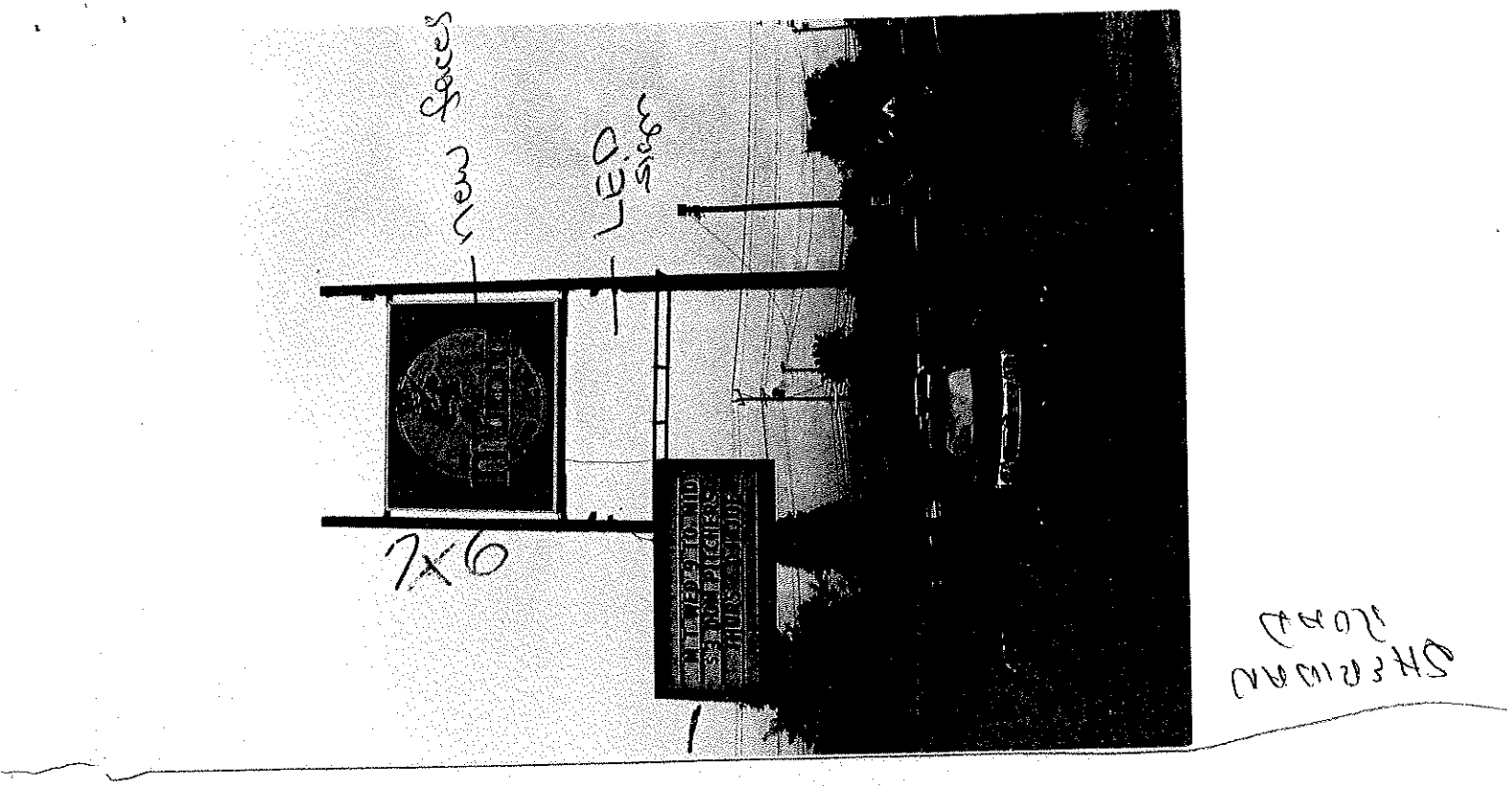
Sincerely,

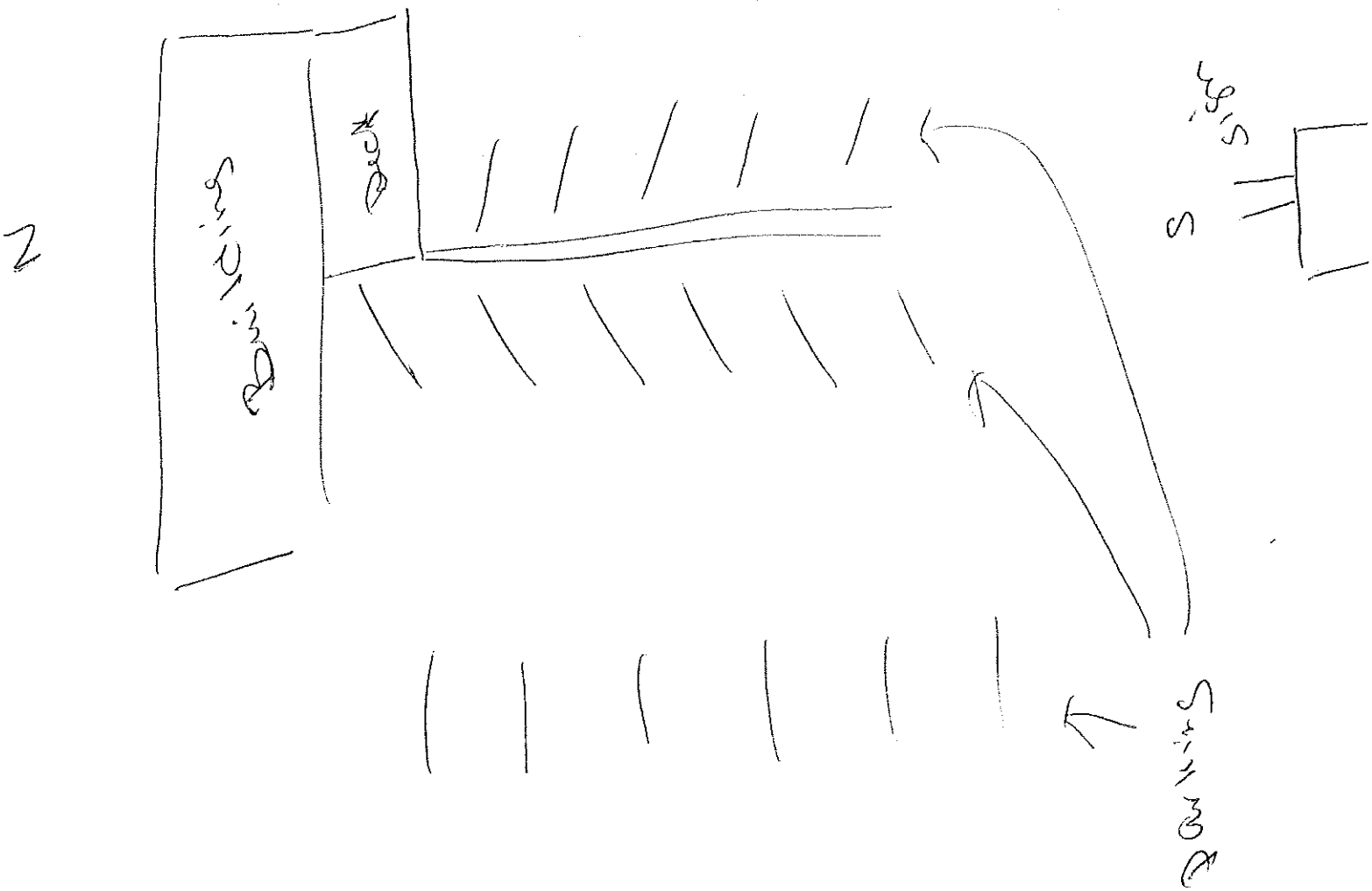
Cidney J. Bindelli

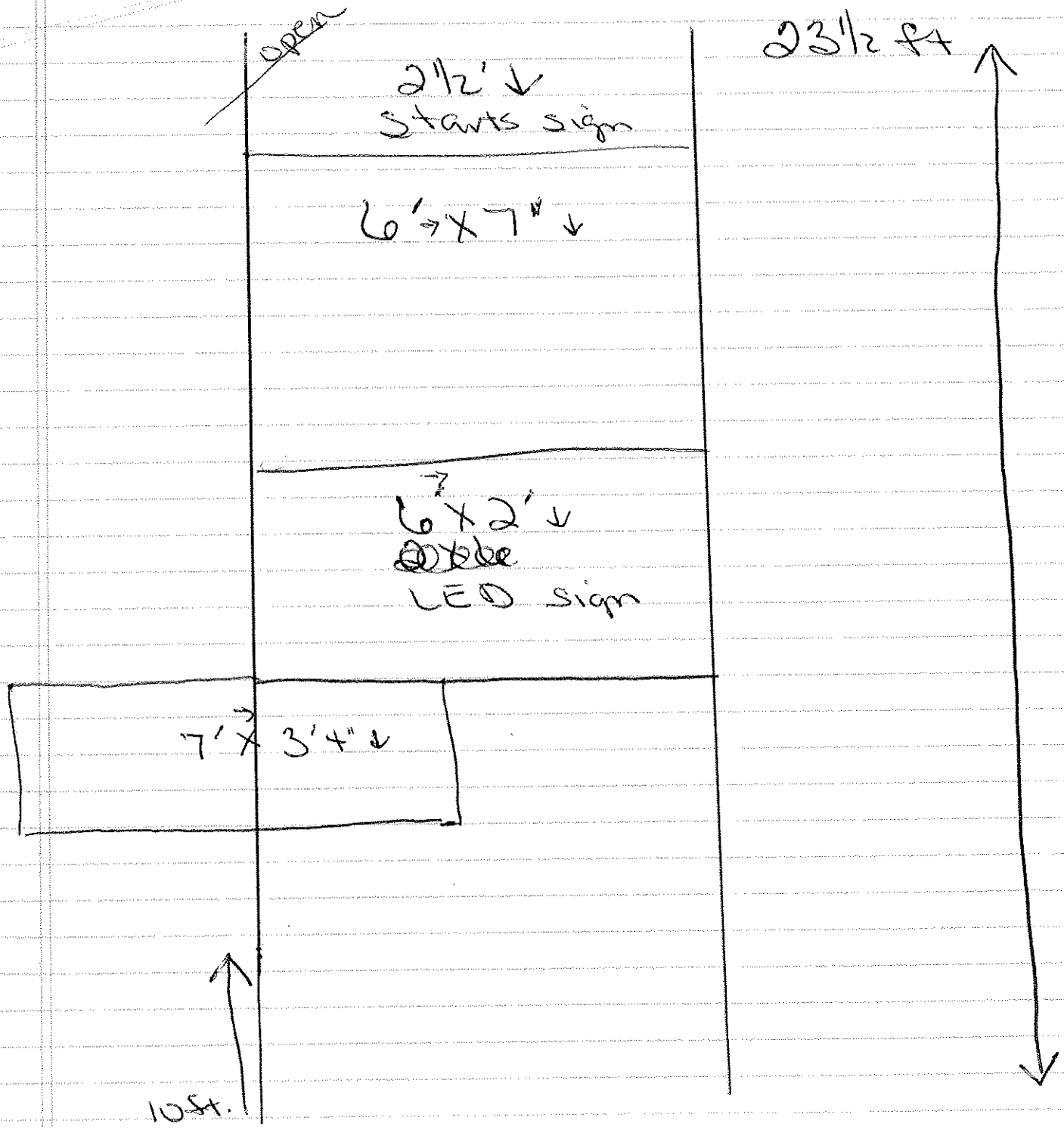
Dante Bindelli

Cidney J. Bindelli

Dante Bindelli


New Spaces
Lines
7x6
SHERMAN ROAD


Building
Exit
Sign
Entrance



Bindelli's Animal House
3322 Sheridan Rd

RECEIPT NO. 092080

Copy

CITY OF KENOSHA
DEPARTMENT OF NEIGHBORHOOD SERVICES & INSPECTIONS
625-52ND STREET, ROOM 100 KENOSHA, WI 53140

RECEIVED FROM: BINDELLI, CIDNEY & DANTE
DATE RECEIVED: AUGUST 30, 2010
AMOUNT RECEIVED: $125.00
OPERATOR ID.: HGAILR

RECEIPT TYPE: MISCELLANEOUS
PAYMENT METHOD: CHECK NO.: 1823

DESCRIPTION	AMOUNT
SIGN ORD. APPEAL/SPEC.EXCEPTN. 3322 SHERIDAN ROAD	$125.00

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

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Brian Wilke, Department of City Development

RE: **Appeal of a Conditional Use Permit for property at 4235 Green Bay Road**
Aldermanic District #16 - Wamboldt

DATE: October 12, 2010

On September 25, 2009, the City approved a Staff level review Conditional Use Permit for the Ed Wamboldt property at 4235 Green Bay Road. The approval was for various modifications to the exterior of the existing building and to the parking and landscaping on the site. A Temporary Occupancy Permit was approved for the building on January 28, 2010.

The approved plans on file with the City show that the front (west) elevation was to be retro-fitted with a cultured stone material over the existing concrete block material. Upon inspection for Occupancy in January, it was noted that the cultured stone material had not been installed on the west elevations per the approved plans. The City allowed a Temporary Occupancy Permit at this time because all life-safety issues were addressed.

On January 29, 2010, City Development provided a checklist to the applicant indicating the remaining items needed for a Final Occupancy Permit. By Ordinance, the applicant was to obtain a Final Occupancy Permit by June 30, 2010. The applicant requested a 60-day extension to the Temporary Occupancy Permit in June, which is allowed by Ordinance and the new deadline for a Final Occupancy Permit became August 31, 2010. The applicant did not have all the required improvements completed by August 31, 2010, but has indicated that he will have all the improvements completed by the end of this month.

The owner is appealing the requirement of the cultured stone installation only. The existing scored concrete block on the front (west) elevation does meet the Zoning Ordinance, but since the request to not install the cultured stone was a change to the approved plans, Staff denied the request. The Common Council is the designated review authority for appeals to Staff decisions. The Common Council can either deny or approve the appeal, or approve a modification to the cultured stone installation.

BW:kas
Attachment

September 9, 2010

Department of City Development
Attn: Brian Wilke
625-52nd Street, Room 308
Kenosha, WI 53140

Re: Wamboldt Multi-Tenant Building Located at 4235 Green Bay Road, Kenosha, Wisconsin 53144

Dear Mr. Wilke:

As the owner of the above described property, I am herewith requesting an amendment to the Conditional Use Permit issued on September 25, 2009 for the redesign and remodeling of said property. The original plans submitted to the City of Kenosha indicated that cultured stone be installed on the west facade of the building. After further investigation, it appears that this requirement is both unnecessary and very expensive to install without major structural improvements to accompany such installation. As you are aware, the existing west facade of the building consists of decorated concrete block that is painted and has not been changed since its original construction.

Based on the foregoing, it is my request that the west facade of the building be maintained in its current condition without the installation of any cultured stone as previously submitted and approved under the Conditional Use Permit.

It is my understanding that your office and the City Administration, including Mayor Keith Bosman, have informally reviewed and determined that this request is not unreasonable based on the existing design and appearance of the west façade of the building. However, it is also my understanding that this amendment to the original Conditional Use Permit dated September 25, 2009 must be submitted to the City of Kenosha Common Council for its consideration and prospective approval. Please advise as to the date and time when the Common Council will consider this request for an amendment so that I may be present to answer any questions or provide any further information relating to this request.

Very truly yours,

Edward Wamboldt

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

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

January 29, 2010

Ed Wamboldt
4235 Green Bay Road
Kenosha, WI 53144

Dear Mr. Wamboldt:

RE: Conditional Use Permit – Monkey Joe's

This letter summarizes our discussions regarding the Occupancy Permit and your Conditional Use Permit. City Development Staff has noted the following items that are incomplete and must be completed prior to the issuance of a final Occupancy Permit:

1. The cultured stone shall be installed on the front (west) elevation.
2. The front (west elevation needs four (4) more windows per the approved plan.
3. The issue of cross-access or a combined driveway with the Kenosha Water Utility to the south shall be satisfied.
4. The new pavement area in the rear of the site shall be installed and the dumpster enclosure constructed.
5. The two loading docks at the southeast corner of the building are to be closed for the approved plan.
6. The rear parking area shall be striped and landscaped per the approved plan.
7. The landscaping along the front of the building shall be installed.

This list is a representative example of items that were noted in a Site Inspection on Wednesday, January 27, 2010. Any items that are not listed here, but shown on the approved plans shall also be completed prior to the issuance of a final Occupancy Permit. This list is for the Department of City Development only. Other City Departments may have additional items to be addressed.

If you wish to amend your approved Conditional Use Permit plans, please submit six (6) copies of the revised plans, a letter explaining the items you are amending and the Amendment fee of $587.50. City Development Staff would also like to see a material sample of the stone you are proposing to install on the front elevation. If you have any questions, please call me at 262.653.4030 or via email at bwilke@kenosha.org.

Sincerely,

CITY DEVELOPMENT

B. R. Wilke

Brian R. Wilke
Development Coordinator

BRW:kas
c: Bill Morris

Department of City Development
625 52nd Street
Kenosha, Wisconsin 53140
phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Wamboldt Multi-Tenant Building	***Date:*** September 25, 2009
Location:	4235 Green Bay Road	
Project Description:	A renovation of the existing building for commercial tenants.	
Issued to:	Ed Wamboldt 4235 Green Bay Road Kenosha, WI 53144	
Architect/ Engineer/ Contractor: *(if applicable)*	William Morris 5308 31st Avenue Kenosha, WI 53144	
Approval Dates:	**City Plan Commission – N/A** **Department of City Development – September 11, 2009**	
• **Conditions of approval (see attachment)** • **Approval shall be void if a building permit is not obtained by *March 11, 2010.***		

Any questions regarding the approved Conditional Use Permit should be directed to Brian Wilke, Development Coordinator, at 262.653.4030.

Jeffrey B. Labahn, AICP
Director, Department of City Development

c: Paula Blise, Zoning Coordinator, Neighborhood Services & Inspections
Ron Bursek, Director, Public Works
Mike Callovi, Department of City Development
Mike Higgins, City Clerk/Treasurer/Assessor
John W. Morrissey, Chief, Police Department
Patrick Ryan, Chief, Fire Prevention Bureau
Ed St. Peter, Manager, Kenosha Water Utility
Jan Schroeder, Operations Coordinator, Public Works
Jim Schultz, Director, Neighborhood Services and Inspections
Nick Torcivia, Director of Building Inspection, Neighborhood Services & Inspections

Project Name:	Wamboldt Multi-Tenant Building	***Date:*** September 25, 2009
Location:	4235 Green Bay Road	

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 Neighborhood Services & 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 Site, Drainage, Utility, Landscape and Building Plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.

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

   f. Compliance with City, State and 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. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.

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

   j. Outdoor display of products is prohibited.

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

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

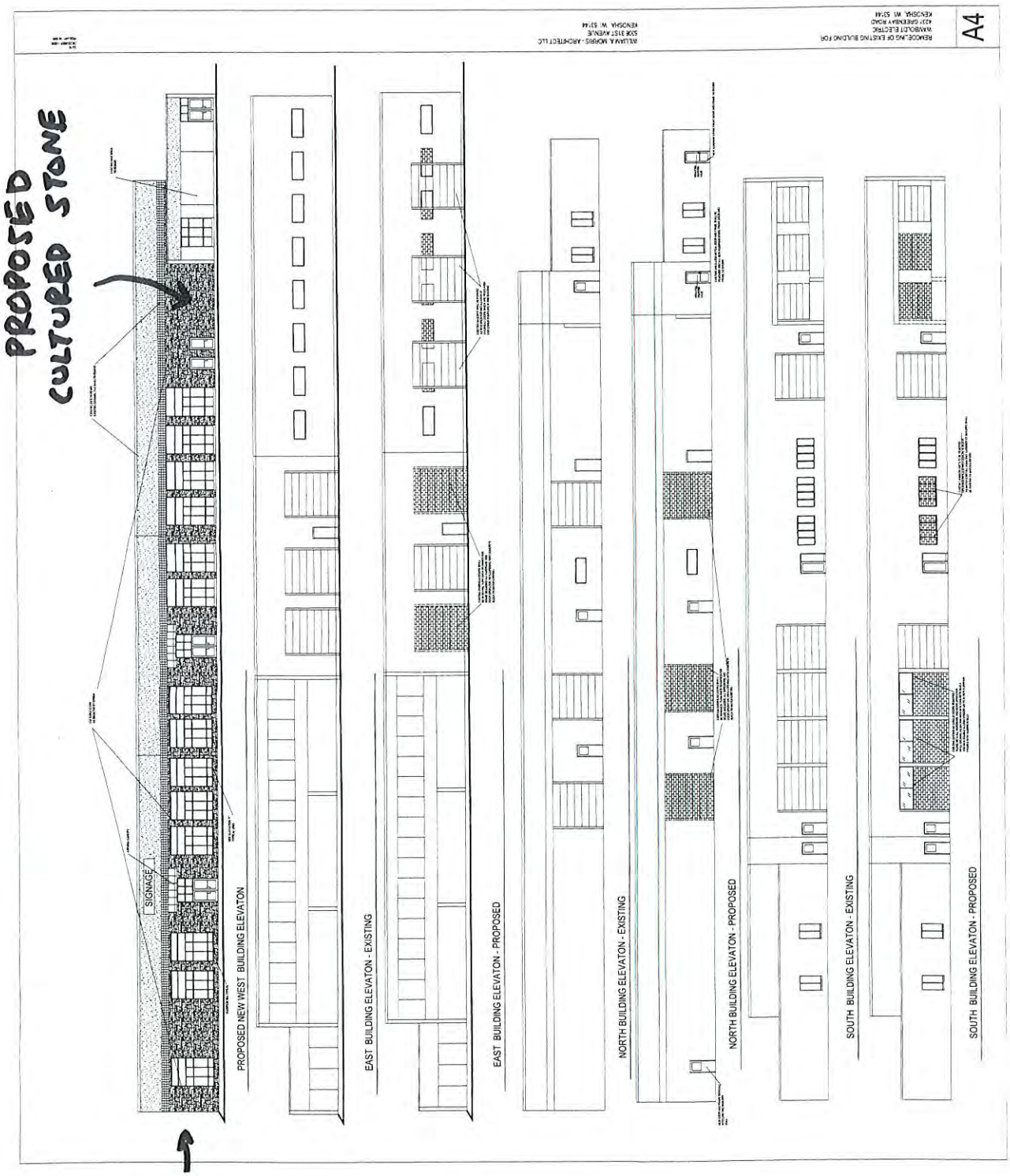
m. Cross access shall be provided to adjacent parcels.

n. Compliance with the Operational Plan dated May 19, 2009.

o. The *Monkey Joe's* operation will require an Amusement Recreation License through the Common Council in conformance with Chapter 12 of the Code of General Ordinances.

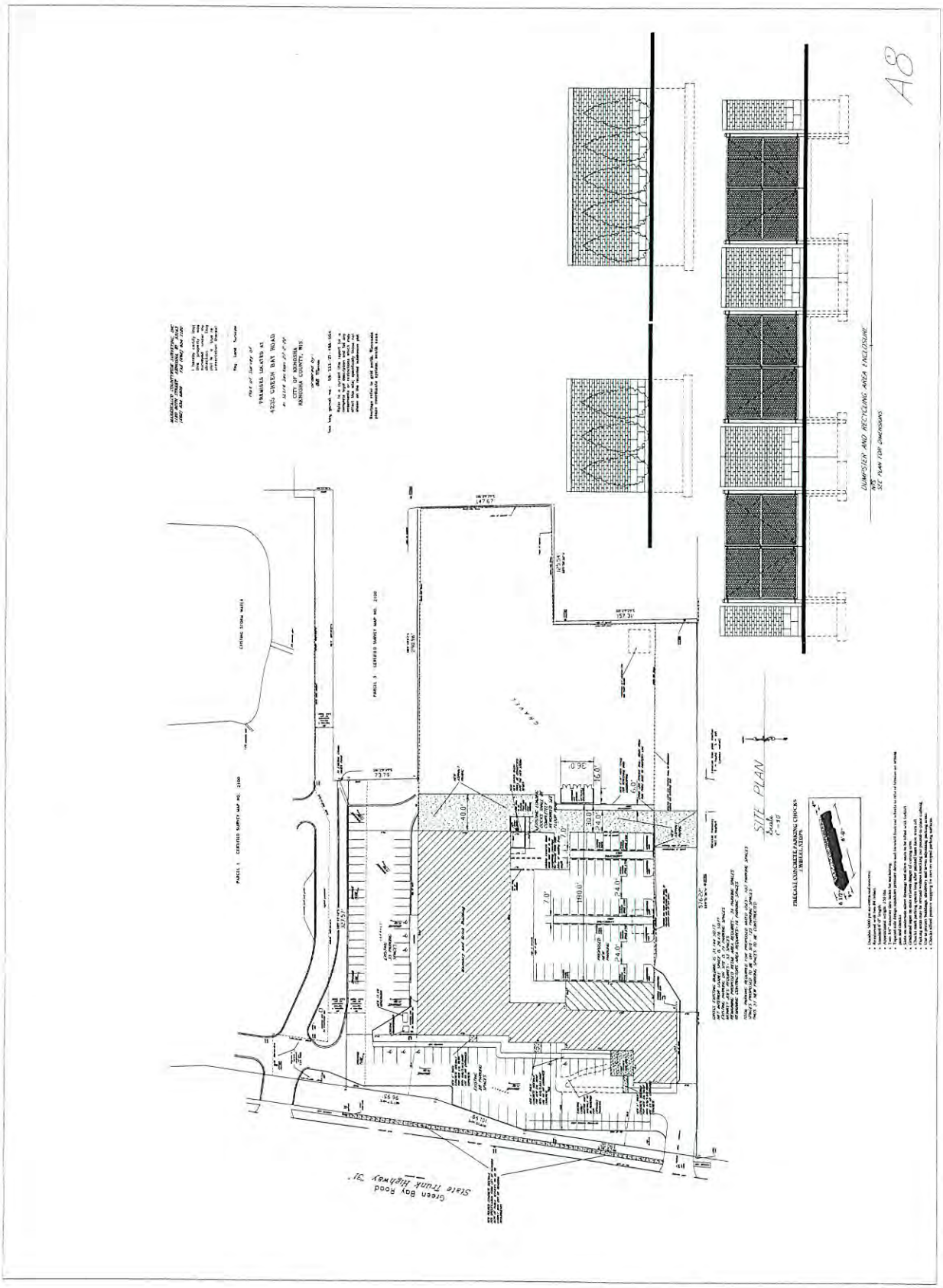
p. A sprinkler system shall be installed throughout the entire building prior to the issuance of any Occupancy Permits.

APPROVED ELEVATIONS



FRONT →

APPROVED SITE PLAN



Monkey Joe's

Welchert Realtors
PRECISION
POOL

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/16/10	VALID	Maria L Huddleston	1/12/87

Address of Applicant:	Business (where license is to be used):	Business Address:
2009B 91st St, Pl. Prairie, WI 53158		

License Number:N32 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-15-10	**DRUG/POSSESS MARIJUANA** → **D.C.**	**GUILTY-AMENDED CHARGE**	**N**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		25
Were all Offenses Listed on Application?*	N	25
Total Demerit Points		50

*Offense not listed = 25 demerit points.

X	Grant, Subject to	50	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/13/10	WI ID CARD	Yasmine S Perkins	10/5/89

Address of Applicant:	Business (where license is to be used):	Business Address:
5122 23rd Ave Upper		Business Address

License Number:N27 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
07-06-07	**INTERFERENCE W/ LAW/FIRE OFFICERS -2 CTS (CCAPS)**	**GUILTY**	**Y**	**50**
	2007CM1835			

City Attorney Recommendation:

Offense Demerit Points (above)		**50**
Were all Offenses Listed on Application?*	**Y**	
Total Demerit Points		**50**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	**50**	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/16/10	VALID	Charlene M Summers	8/8/66

Address of Applicant:	Business (where license is to be used):	Business Address:
6334 Sheridan Rd Upper	Chutes & Ladders	3812 60th St

License Number:N31 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-30-06	**DC PERSON 2006CM2296**	**GUILTY-REDUCED CHARGE**	**N**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		**25**
Were all Offenses Listed on Application?*	**N**	**25**
Total Demerit Points		**50**

*Offense not listed = 25 demerit points.

X	Grant, Subject to	**50**	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
10/4/10	VALID	Jeremy D Snyder	10/29/82

Address of Applicant:	Business (where license is to be used):	Business Address:
525 69th St		

License Number:N53 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-14-09	**OPERATING WHILE INTOXICATED**	**GUILTY**	**Y**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		25
Were all Offenses Listed on Application?*		
Total Demerit Points		25

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

C26

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
	VALID	Nicole L Michel	7/27/84

Address of Applicant:	Business (where license is to be used):	Business Address:
4922 23rd Pl	Piggly Wiggly	2801 14th Pl

License Number:N44 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-24-08	**JUVENILE TOBACCO VIOLATION (Sale of)**	**GUILTY**	**Y**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		25
Were all Offenses Listed on Application?*	Y	
Total Demerit Points		25

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

C2c

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/27/10	VALID	Melissa E Kreuser	2/21/67

Address of Applicant:	Business (where license is to be used):	Business Address:
1915 32nd St	Brat Stop	

License Number:N41 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-04-08	**DRUG/POSSESS MARIJUANA N638627**	**GUILTY**	**N**	**35**

City Attorney Recommendation:

Offense Demerit Points (above)		35
Were all Offenses Listed on Application?*	N	25
Total Demerit Points		60

*Offense not listed = 25 demerit points.

X	Grant, Subject to	60	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

C2d

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/28/10	VALID	Cody J Griffin	4/18/91

Address of Applicant:	Business (where license is to be used):	Business Address:
8335 57th Ave		

License Number:N45 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-01-08	**UNDERAGE LIQUOR (17 Years Old)**	**GUILTY**	**N**	**25**
09/11/07	**NO LICENSE ON PERSON**	**GUILTY**	**Y**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		50
Were all Offenses Listed on Application?*	N	25
Total Demerit Points		75

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Operator (Bartender) License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/5/10	VALID	Bonnie L Kimberly	8/23/80

Address of Applicant:	Business (where license is to be used):	Business Address:
4815 79th St		

License Number:N19 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12/04/96	**SEE CCAPS PAPERWORK: 12-4-96 ARMED ROBBERY-FELONY B-GUILTY**	**GUILTY**	**Y**	**100**

City Attorney Recommendation:

Offense Demerit Points (above)		**100**
Were all Offenses Listed on Application?*	**Y**	
Total Demerit Points		**100**

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
8/31/10	WILD CARD ONLY	Richard J Haight	3/2/88

Address of Applicant:	Business (where license is to be used):	Business Address:
6205 75th St	Speedway	75th St

License Number:N35 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
	ACTIVE WARRANTS: **1) KENOSHA JOINT SERVICES-CONTEMPT OF COURT 12-24-09-OPERATING WHILE REVOKED** **2) KENOSHA JOINT SERVICES-CONTEMPT OF COURT 02-05-10 OPERATING WHILE REVOKED** **3_ KENOSHA JOINT SERVICES-CONTEMPT OF COURT 02-05-10 OPER AFTER REV/SUSP**	**N**		
05-22-07	**OPERATING W/O A LICENSE**	**GUILTY**	**N**	**25**
08-08-07	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**25**
06-06-07	**OPERATING WHILE SUSPENDED**	**GUILTY**	**N**	**25**
07-08-08	**OPERATING WHILE SUSPENDED**	**GUILTY**	**N**	**25**
02-28-09	**OPERATING WHILE SUSPENDED**	**GUILTY**	**N**	**25**
06-03-09	**OPERATING WHILE SUSPENDED**	**GUILTY**	**N**	**25**
08-23-09	**OPERATING AFTER REVOCATION**	**GUILTY**	**N**	**25**
09-22-09	**OPERATING AFTER REVOCATION**	**GUILTY**	**N**	**25**
10-26-09	**OPERATING AFTER REVOCATION**	**GUILTY**	**N**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		
Were all Offenses Listed on Application?*		
Total Demerit Points		

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Not eligible with active warrants

C4

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/29/10	VALID	Brenda Machak	11/19/66

Address of Applicant:	Business (where license is to be used):	Business Address:
1410 83rd St	Carl & Doug's	

License Number:N46 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-16-07	**OPERATING WHILE SUSPENDED H441819**	**GUILTY**	**N**	**25**
07-17-07	**OPERATING WHILE SUSPENDED H240818**	**GUILTY**	**N**	**25**
05-16-09	**OPERATING WHILE SUSPENDED J798576**	**GUILTY**	**N**	**25**

City Attorney Recommendation:

Offense Demerit Points (above)		75
Were all Offenses Listed on Application?*	N	25
Total Demerit Points		100

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Taxi Driver's License Police Record Report

Applicant Information C5

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
10/5/10	VALID	Donald F Proft	11/19/38

Address of Applicant:	Business (where license is to be used):	Business Address:
7217 60th Ave		

License Number:N05 Expiration Date:6/30/12

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-05-06	**CROSSING FIRE HOSE**	**GUILTY**	**N/A**	
10-17-07	**FAILURE TO YIELD RIGHT OF WAY H918358**	**GUILTY**	**N**	**20**

City Attorney Recommendation:

Offense Demerit Points (above)		20
Were all Offenses Listed on Application?*	N	25
Total Demerit Points		45

*Offense not listed = 25 demerit points.

X	Grant, Subject to	45	Demerit Points
	DENY, based on material police record (substantially related to the license activity)		
	DENY, based on material police record (substantially related to the license activity) & false application		

City Attorney Comments:

Taxi Driver's License Police Record Report
Applicant Information

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
9/8/10	VALID	Raymond I Johnson Jr	7/10/68

Address of Applicant:	Business (where license is to be used):	Business Address:
5004 22nd Ave		

License Number:N-2 Expiration Date:4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-09-07	**OPERATING AFTER REVOCATION**	**GUILTY**	**N**	**50**
03-30-08	**OPERATING WHILE SUSPENDED**	**GUILTY**	**Y**	**50**
08-30-06	**OPERATING AFTER SUSPENSION**	**GUILTY**	**Y**	30 ~~50~~
08-30-06	**VIOLATION SIGNALS**	**GUILTY**	**N**	**20**

City Attorney Recommendation:

Offense Demerit Points (above)		**170** 140
Were all Offenses Listed on Application?*	**N**	**25**
Total Demerit Points		**195**

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

Taxi Driver's License Police Record Report

Applicant Information

C7

Date of Application:	Driver's License Status:	Name of Applicant:	Date of Birth:
10/1/10	VALID	Craig A Conley	6/13/70

Address of Applicant:	Business (where license is to be used):	Business Address:
4209 15th St, Racine, WI 53405	M&M Choice Taxi	

License Number:N4 Expiration Date:4/30/11

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
03-11-95	**TRAFFIC (FELONY ARREST) HIT & RUN INJURY**	**GUILTY**	**Y**	**100**
	346.67(1)			

City Attorney Recommendation:

Offense Demerit Points (above)		100
Were all Offenses Listed on Application?*	Y	
Total Demerit Points		100

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 10 ;
ending June 30 20 11

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

County of Kenosha Aldermanic Dist. No. 1/4th (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN): 27-2402880	
LICENSE REQUESTED ▶	
TYPE	**FEE**
☐ Class A beer	$
☑ Class B beer	$
☐ Wholesale beer	$
☐ Class C wine	$
☐ Class A liquor	$
☑ Class B liquor	$
☐ Reserve Class B liquor	$
Publication fee	$ 43.00
TOTAL FEE	$

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): ▶ R.P. Consulting, 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	Mr. Pritesh Patel, 6513 112th Avenue, Kenosha, WI 53142		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	Mr. Pritesh Patel, 6513 112th Avenue, Kenosha, WI 53142		
Directors/Managers			

   for owner use 847-772-5099

3. Trade Name ▶ Lotus Sports Bar Business Phone Number 262-652-4735
4. Address of Premises ▶ 3216 60th Street Post Office & Zip Code ▶ 53144
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 04/22/10 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 beverege 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.) Fenced outside; 1st Floor Bar, Private Party Room, Bathroom; Basement Storage
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? Pasquali's Bar
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) 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 (608) 266-2776] ☑ Yes ☐ No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ 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 8th day of September, 20 10

Laura R Burdick
(Clerk/Notary Public)

My commission expires 10/24/10

PRITESH PATEL
(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)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 9/8/10	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AT-106 (R. 4-09) Wisconsin Department of Revenue

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

Check One:

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

1. Applicant Name PRITESH PATEL

2. Business Name Lotus Sports Bar

3. Property Information
   a. Address 3216 60th Street
   b. Owner R. P. Consulting, LLC
   c. If applicant is not owner, does applicant have a lease agreement with the owner? ☐ yes ☑ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building ~~3000~~ 1700 Assessed Value of Property $121,600
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business $80,000

4. Number of Full Time Employees Ø Number of Part Time Employees 5-6

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

	Gross Monthly Revenue
Alcoholic Beverages	$9,645 —
Food	$3,215 —
Other (specify) Advertising Gambling	$980 —
Total Gross Monthly Revenue	$13,840 —

Basis for estimates Seller's January - June 2010 Profit/Loss Statement

6. Explain how the issuance of this license will benefit the City: Issuance of this license will increase tax revenue and employment in the city

7. List other factors the Common Council should consider: This establishment will provide safe and secure environment for residents to gather, enjoy sports entertainment and network

Applicant Signature Pritesh Patel

FOR OFFICE USE ONLY

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

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

John Louis Pasquali
(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

~~006432100030212~~
~~006432100036210~~
~~006432100021103~~

Affiant will surrender said license #(s) 006432000148201 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant herby 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: RP Consulting LLC

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license. ~~006432100030212~~ ~~006432100036210~~ ~~006432100021103~~

Affiant will surrender said license(s) # 006432000148201, to the City Clerk prior to the time a license is issued to RP Consulting LLC

and provide further that a license is granted to RP Consulting LLC the person herein designated.

Individual/Partner/President of Corporation

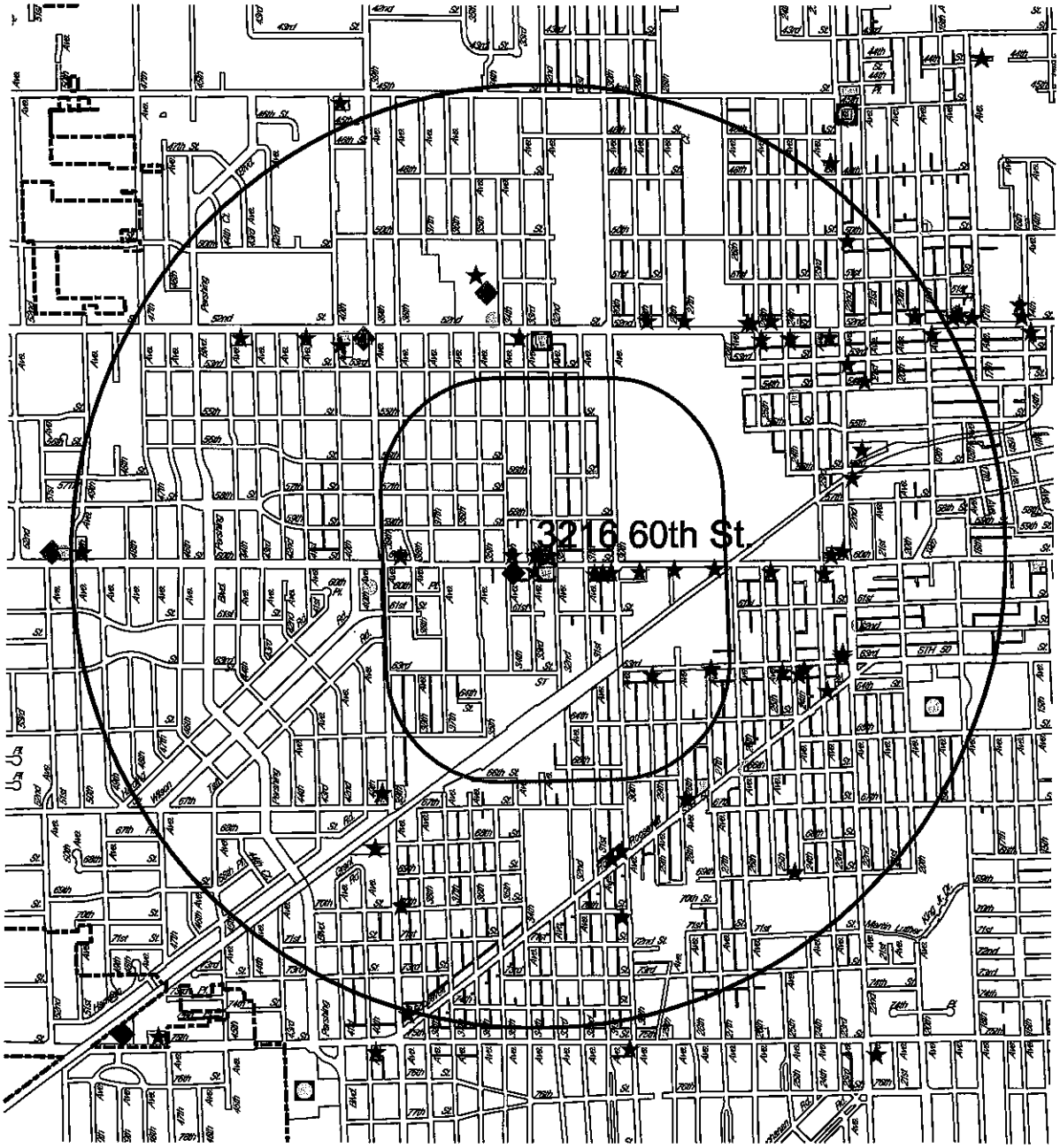
Partner/Corporate Officer

Subscribed and sworn to before me this 8th day of September, 2010

Notary Public
Kenosha County, Wisconsin
My Commission Expires: 12/12/10

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
3216 60th Street



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	13	3	3	52	2
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	1	14	0
Other Districts	0	0	0	0	0

NORTH

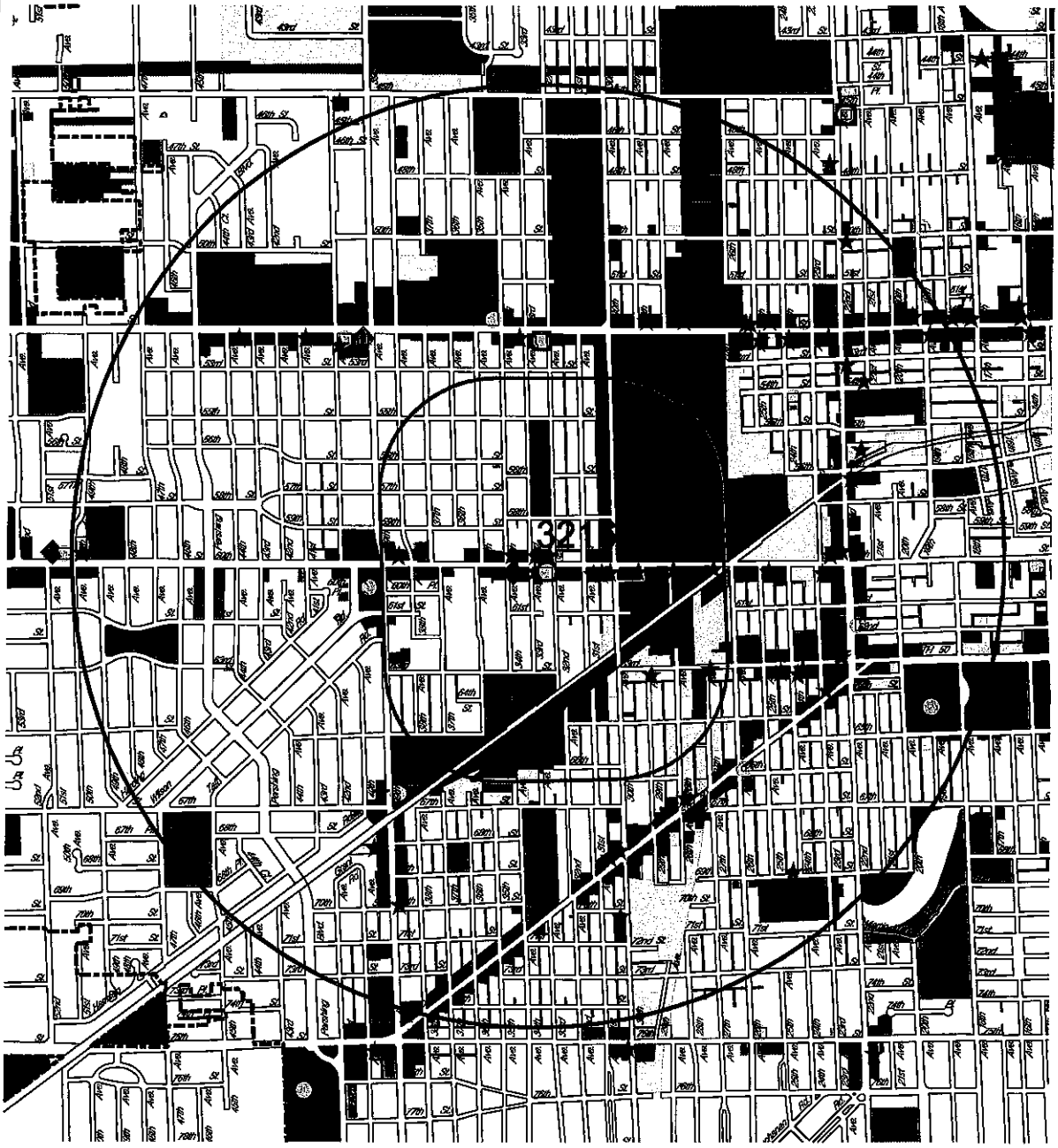
0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ DSH ~ 9-16-2010 ~ mc

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
3216 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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	13	3	3	52	2
Other Districts	0	0	0	0	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	1	14	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

Municipal Boundary

DCD ~ City Clerk ~ MH ~ DSH ~ 9-18-2010 ~ mc

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: $150.00 (Type 210)

Complete Sections 1 -8, sign on page 2. Clerk: submit to Neighborhood Services & Inspections Department (Room 100) for Preliminary Review

1. Name of Applicant: R. P. Consulting, LLC
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 3216 60th st.
3. Business Name: Lotus Sports Bar
4. Home Phone: 847-772-5099 Business Phone: 262-652-4731 E-mail
5. What type of activity is planned for the outdoor area? Eating and drinking alcohol Beverages.
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
8. 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 the property is zoned as listed on the "request to change closing hours". ☐ Check here if a request to change the closing hours to this application is attached.

For Office Use Only: To be completed by Neighborhood Services and Inspection 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*

Distance from nearest single-family dwelling: 30+ **Preliminary approval granted** ☒ **Yes** ☐ **No**

Waiver Required? ☐ **Yes** ☒ **No** If yes, which waiver is required ☐ **9b** ☐ **9c** ☐ **9d**

By: [signature] **, Zoning Coordinator** **Inspection Date:** 9/14/10

9. Waiver Criteria:

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

Waiver 9a. ☐ Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: *"Restaurant"* means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

Waiver 9b. ☐ Premise is located wholly within an area zoned Institutional Park (IP).

Waiver 9c. ☐ 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.

Waiver 9d. ☐ The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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

☐ **Waiver attached** ☐ **Yes** ☐ **No**

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. 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)

Pritesh Patel
(President/Partner/Individual)

PRITESH PATEL
(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 8th DAY OF September, 2010

Diane S. Hoff
Notary Public, My commission expires 6/19/2011

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

Date Received 9/8/10 Council Date _____ Waiver Approved? _____

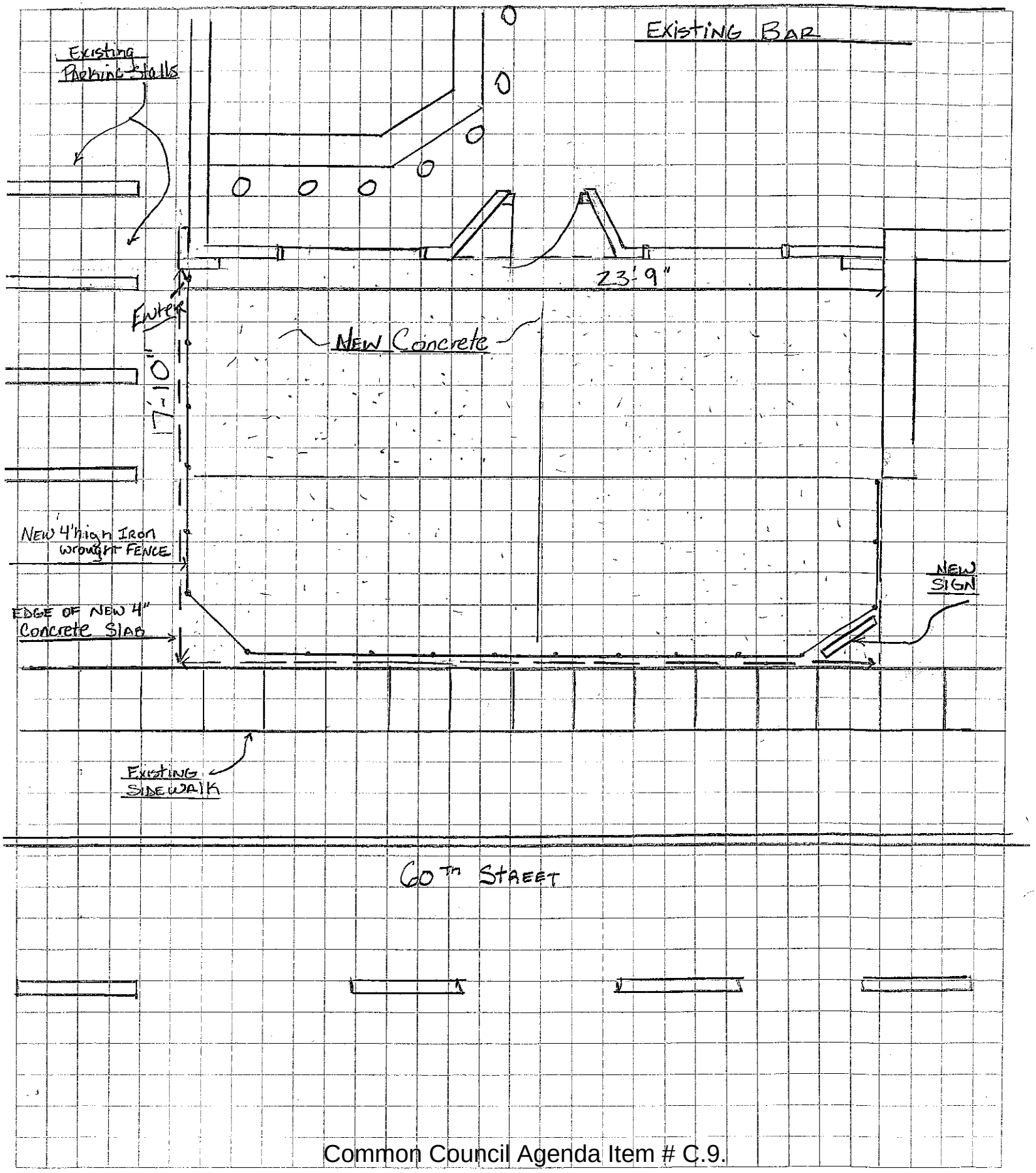
#Demerit Points _____*

*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.

COUNTY MATERIALS CORPORATION

Pasquali's Bar
Proposed Outside Patio
NTS

www.countymaterials.com



OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS

Licensee Name R.P. Consulting, LLC

Trade Name Lotus Sports Bar

Trade Address 3216 60th Street

Applicant must obtain the following verification by the Zoning Coordinator prior to filing this request:

The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut
a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

Signature: [signature]

Title: ZONING COORDINATOR, PAULA BLISE

The property abuts an alley and commercial property

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 a.m.

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.

[signature]
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 10 OF Sept, 2010.

[signature]
Notary Public

My commission expires 5/8/11

City of Kenosha
Department of Neighborhood
Services and Inspections
625 52nd Street • Kenosha, WI 53140
262.653.4263

OUTDOOR EXTENSION & REQUEST TO CHANGE CLOSING HOURS

Zoning Review

LOTUS SPORTS BAR
3216 - 60th Street
Aldermanic District: 11

1. **PROPERTY SHALL NOT BE LOCATED WITHIN RESIDENTIALLY ZONED AREA**

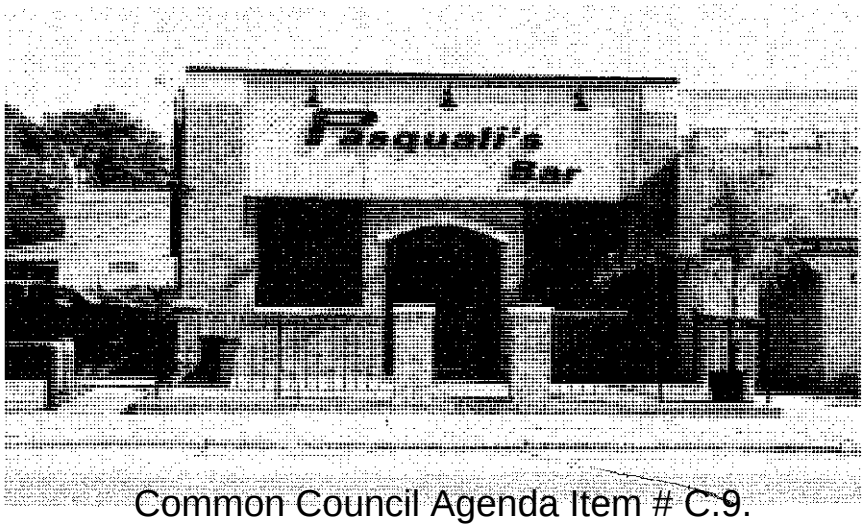
   Subject property is not located within an area zoned residential.

2. **PROPERTY SHALL NOT BE WITHIN 25' OF ANY SINGLE- FAMILY DWELLING ZONED RESIDENTIAL OR SAID RESIDENTIALLY ZONED PROPERTY IS OCCUPIED BY THE APPLICANT AND/OR HIS OR HER IMMEDIATE FAMILY**

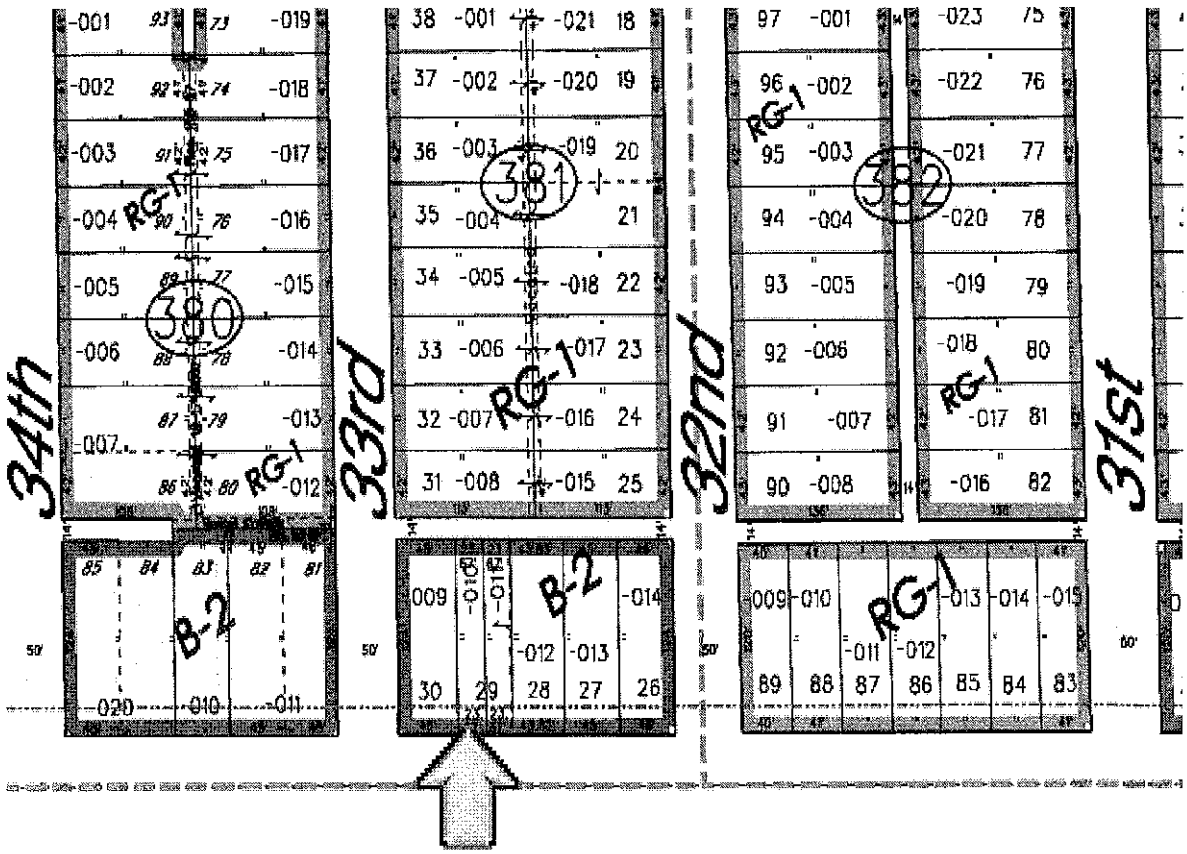
   Subject property is zoned B-2 (Community Business District). The outdoor extension area abuts B-2 parcels, and is not within 25' of a single-family dwelling. The pre-existing outdoor extension area shall is located at the front of the building. A 14' wide alley buffers the parcel from residential properties located north of the property.

3. ***A 4' to 6' HIGH FENCE SHALL SURROUND THE OUTDOOR AREA***

   The outdoor extension is enclosed by a 4" high wrought iron fence.



ZONING MAP



is NOT intended to be used as one.
d other sources affecting the area shown and is to be used for reference purposes only.
found, please contact the City of Kenosha Department of City Development.

Request to Change Closing Hours: The applicant is **eligible for approval** to change closing hours to 12:00 Midnight.

Additional Comments: The applicant has applied for the required Business Certificate of Occupancy Permit. <u>All licensing approvals are subject to holds, until Certificate of Occupancy permit approval has been granted.</u>

REVIEW CONDUCTED BY: *Paula Blise* *Date: 9.14.10*

Paula Blise, Zoning Coordinator

:PAB

Application for Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: $150.00 (Type 210)

Complete Sections 1 -8, sign on page 2. Clerk: submit to Neighborhood Services & Inspections Department (Room 100) for Preliminary Review

1. Name of Applicant: GUTTORMSEN RECREATION CORP
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 5411 GREEN BAY RD KENOSHA, WI 53142
3. Business Name: GRC
4. Home Phone: 262-658-3310 Business Phone: 262 658-8191 E-mail nguttormsen@kenoshalawyers.com
5. What type of activity is planned for the outdoor area? smoking
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
8. 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 the property is zoned as listed on the "request to change closing hours". ☒ Check here if a request to change the closing hours to this application is attached.

For Office Use Only: To be completed by Neighborhood Services and Inspection 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*

Distance from nearest single-family dwelling: 50+ **Preliminary approval granted** ☐ **Yes** ☐ **No**

Waiver Required? ☐ **Yes** ☒ **No** If yes, which waiver is required ☐ **9b** ☐ **9c** ☐ **9d**

By: JBlue **, Zoning Coordinator** **Inspection Date:** 9/21/10

9. Waiver Criteria:

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

Waiver 9a. ☐ Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: *"Restaurant"* means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

Waiver 9b. ☐ Premise is located wholly within an area zoned Institutional Park (IP).

Waiver 9c. ☒ 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.

Waiver 9d. ☐ The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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

☒ **Waiver attached** ☐ **Yes** ☐ **No**

08 222 34 426 025

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)

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

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13th DAY OF Sept 2010

Notary Public, My commission expires 4-6-14

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

Date Received 9/14/10 Council Date _____ Waiver Approved? _____

#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.

WAIVER #9C

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

WAIVER REQUEST/RESTAURANT

Licensee Name Guttormsen Recreation Corp

Trade Name Guttormsen Recreation Center

Trade Address 5411 Green Bay Road Kenosha, WI 53144

PLEASE NOTE: MUST BE FILED FOURTEEN (14) DAYS BEFORE A COUNCIL MEETING

Applicant has applied for an extension of their Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area, is primarily a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts, or the business is located wholly within an area zoned B-1, B-2, B-3 or B-4. Please find below a list of names and addresses of all property owners residing within 100 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer/"Class B" Liquor or "Class C" Wine licensed premises.

FOREVER FLOORS INC., 5407 GREEN BAY RD, KENOSHA, WI 53144

(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 13 OF Sept, 2010.

Marilyn A. Weatherall
Notary Public

My commission expires 4-6-14

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

REQUEST TO CHANGE CLOSING HOURS

Licensee Name Guthormsen Recreation Corporation

Trade Name GRC Guthormsen Recreation Center

Trade Address 5411 Green Bay Road, Kenosha, WI 53144

Applicant must obtain the following verification by the Zoning Coordinator prior to filing this request:

The property on which the licensed premises is situated is zoned B-2, B-3 or B-4, and does not abut
a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP.

Signature: [signature]

Title: ZONING COORDINATOR, PAULA BLISE

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 a.m.

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.

[signature], Legal Attorney
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 14th OF Sept, 2010.

[signature]
Notary Public

My commission expires 6/19/2011

Aluminum Fence Corporation

810 7th Street • Kenosha, WI 53140
Office: (262) 553-9277 • Fax: (262) 552-8923
www.afckenosha.com

- Licensed
- Bonded
- Insured
- Free Estimates

SERVING SOUTHEASTERN WISCONSIN FOR ALMOST 50 YEARS

Proposal to GRC

Address 5411 GREENBAY RD.
KENOSHA WI 53144

Date 9/8/10

~~Hm~~ ONSITE Phone 658-8191 DAVE Wildman

~~Work~~ / Cell 945-4129 Neil Guttormsen

Fax 658-0102

~~Attn~~ CELL 945-celeled JOHN Guttormsen

RESIDENTIAL • INDUSTRIAL • COMMERCIAL

Job location

Total Height 48" Top Rail alum Bronze FT.

Post Spaced 8-10' or less Line Post 2½" w/flat cap

Style Fence Courtyard End Post "

Style Railing BRONZE FT. alum. 2230 OR (OPT. #2) Corner Post "

Gauge-Mesh 8-2 BROWN 2/6 BROWN Walk Gate Post 4" (.125)

Top Selvage Knuckle w/ truded bonded Drive Gate Post —

Bot. Selvage Knuckle Gate Frame Welded 2" "Frame w/ Keyin/Keyout & self locking

Barbed Wire —

Total Footage Including Gates 58'

Face: Inside ☐ Outside ☒ OR same

Price (ornamental) 3446.00

Permit Fee 60.00

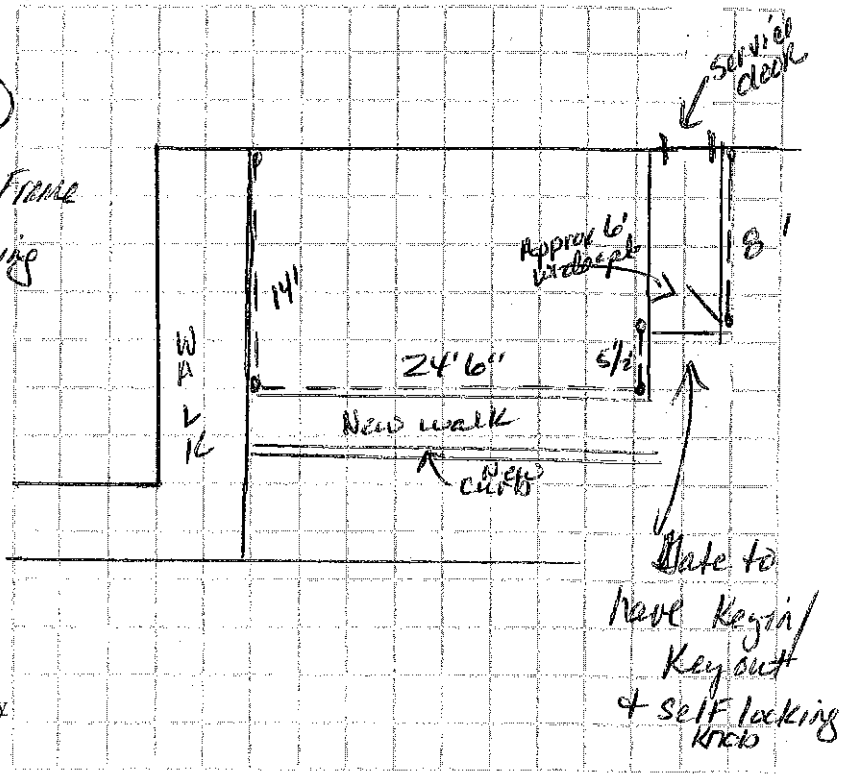
Total 3506.00

* Additional cost may occur due to unforeseen circumstances

Down Payment 2000.00

Balance on Completion 1506.00

Municipality Kenosha



Purchaser is responsible for location & establishment of property line. Payment due upon completion as per terms specified above.

Additional Terms on Reverse

All work will be performed in a workmanlike manner and in accordance with staudard practice. All posts to be set in cement, min. 36" deep and belled at the bottom. **(Unless otherwise noted.)**
Concrete at base of posts to be smooth capped and pitched for drainage/maintenance. **Quotes good for 15 days.**

AFC to call diggers hotline. Any other underground private utility such as sprinkler systems, drain tiles, lighting, gas (grills), pool lines, etc. is owner's responsibility to mark and repair if necessary.

SPECIAL NOTES: Option #2 Tan Brown Vinyl coated C/L w/ brown slats
$3027.82 (1800.00 deposit

Salesperson Rick Moers *Accepted by* _____ *Date* _____

Invoices due when rendered. Invoices not paid within one month are subject to a 1-1/2%per month Finance Charge computed on adjusted or ending balance.
This is an annual percentage rate of 18%

Member of...

KENOSHA AREA CHAMBER OF COMMERCE

American Fence Association Member

WHITE - CUSTOMER REPLY CONFIRMATION YELLOW - CUSTOMER PINK - OFFICE

City of Kenosha
Department of Neighborhood
Services and Inspections
625 52nd Street • Kenosha, WI 53140
262.653.4263

OUTDOOR EXTENSION
&
REQUEST TO CHANGE CLOSING HOURS

Zoning Review

GUTTORMSEN RECREATION CENTER
5411 Green Bay Road
Aldermanic District: 16

1. ***Requirement:*** **PROPERTY SHALL NOT BE LOCATED WITHIN AN AREA ZONED RESIDENTIAL**

   Subject property is not located within an area zoned residential.

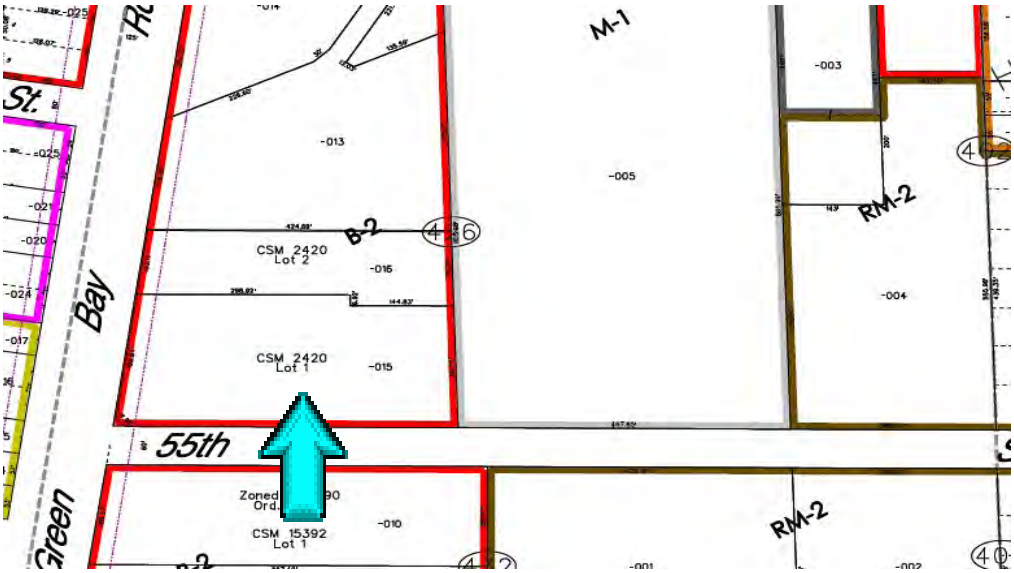
2. ***Requirement:*** **PROPERTY SHALL NOT BE WITHIN 25' OF ANY SINGLE- FAMILY DWELLING ZONED RESIDENTIAL OR SAID RESIDENTIALLY ZONED PROPERTY IS OCCUPIED BY THE APPLICANT AND/OR HIS OR HER IMMEDIATE FAMILY**

   Subject property is zoned B-2 (Community Business District). The proposed outdoor extension area abuts B-2 and M-1 (Light Manufacturing District) parcels, and is not within 25' of a single-family dwelling. The outdoor extension area shall be located at the front (northwest side) of the Guttormsen building.

3. ***Requirement: A 4' to 6' HIGH FENCE SHALL SURROUND THE OUTDOOR AREA***

The applicant is requesting a fence waiver, based on criteria associated with a restaurant. In the event the waiver is not granted, the applicant has included a fence permit application which denotes that a 4' high wrought iron fence shall be installed.

ZONING MAP



Request to Change Closing Hours: The applicant is **eligible for approval** to change closing hours to 12:00 Midnight.

REVIEW CONDUCTED BY: _____Paula Blise___ *Date: 9.22.10*

Paula Blise, Zoning Coordinator

:PAB

the event that you are sponsoring is to be held in a school or on school grounds, you must provide a letter from the school principal before the license will be issued.

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE $ 10.00 Application Date: 8-30-10

☐ Town ☐ Village ☒ City of Kenosha County of Kenosha

The named organization applies for: *(check appropriate box(es).)*

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis, Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning Nov. 19, 2010 and ending Nov. 19, 2010 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **ORGANIZATION** *(check appropriate box)* ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association
   (a) Name ASID/IDK (American Society of Interior Designers/Iota Delta Kappa)
   (b) Address 3520 30th Ave Kenosha WI 53144 *(Street)* ☐ Town ☐ Village ☒ City
   (c) Date organized 1968 Phone Number (including area code) (262) 564-2768
   (d) If corporation, give date of incorporation n/a
   (e) Names and addresses of all officers:
   President Jennifer Juszkiewicz
   Vice President Linda Murphy (interim)
   Secretary Mary Santopoalo (interim)
   Treasurer Emily Greenwald
   (f) Name and address of manager or person in charge of affair: Rita Serpe and Nancy Williams
   3520 30th Ave Kenosha WI 53144 Phone Number: (262) 497-1874 (262) 909-2433

2. **LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**
   (a) Street number Southport Beach House 7825 First Ave Kenosha WI
   (b) Lot _____ Block _____
   (c) Do premises occupy all or part of building? all
   (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. **NAME OF EVENT**
   (a) List name of the event Chair-ity Auction 8th Annual
   (b) Dates of event November 19, 2010

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

ASID/IDK *(Name of Organization)*

Officer [signature] *(Signature/date)* Officer Linda Murphy 9/3/10 *(Signature/date)*

Officer Mary Santopoalo *(Signature/date)* Officer Emily E. Greenwald *(Signature/date)*

Date Filed with Clerk 9/15/10 BW Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

ow would you like to receive your license? x pick up _____ mail

AT-315 (R. 4-09) Wisconsin Department of Revenue

Call Rita Serpe 497-1874

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: [redacted] 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.)

Type: 212-Yearly $300.00/Year

Date of Application 09-13-2010

1. Licensee Name Int U Untd Aero & AG Wkrs AM L 72
   (NOTE: must be same name as beer/liquor license)

2. Business Name & Address UAW Local 72, 3615 Washington Rd, Kenosha, WI 53144

3. If license is in the name of a Corporation or LLC, Agent Name Curtis E. Wilson

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual Curtis E. Wilson 01-28-1941

5. Address 7525 28th Avenue, Kenosha, WI 53143

6. Driver's License Number: W425-1054-1028-03
   (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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:

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 such a charge pending at this time? ☐ Yes ☒ No If yes, state charge and year offense committed or alleged to be committed, and disposition:

9. 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, explain:

-OVER-

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 offense committed or alleged to be committed, and disposition:

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 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:

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:
Chrysler 5555-30th Ave, Kenosha, WI 53144
UAW Local 72, 3615-Washington Rd, Kenosha, WI 53144
Kenosha County Court House, 912-56th St, Kenosha, WI 53140

14. List all addresses at which you have lived in the past five (5) years:
7525-28th Ave, Kenosha, WI 53143

Applicant's Signature Curtis E. Wilson Date: 9-13-2010

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.
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 (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.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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.)

Type: 212-Yearly (Pink) $300.00/Year

Date of Application 9/4/10

1. Licensee Name MUGGSHOTS, INC MICHELE BLUNDO
   (NOTE: must be same name as beer/liquor license)
2. Business Name & Address MUGGSHOTS 5515 6th AVE KENOSHA
3. If license is in the name of a Corporation or LLC, Agent Name MICHELE BLUNDO

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 2/16/74
5. Address N1973 HIGHWAY 41 PECHTIGO, WI 54157
6. Driver's License Number: B530-5407-4056-08
   (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)
7. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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:
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 such a charge pending at this time? □ Yes ☑ No If yes, state charge and year offense committed or alleged to be committed, and disposition:
9. 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, explain:

-OVER-

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 offense committed or alleged to be committed, and disposition:

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 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:

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:
BILLINDOS RESTAURANT W. 4343 Stibbe Ln. Pleshtigo, WI 54157
LUIGIS RESTAURANT W. 4343 Stibbe Ln. Pleshtigo, WI 54157

14. List all addresses at which you have lived in the past five (5) years:
N 1973 Hwy 41 Pleshtigo, WI 54157

Applicant's Signature Michele Bunda Date: 9/4/10

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.

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 (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.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: [redacted] 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.)

Type: 212-Yearly $300.00/Year

Date of Application 9-15-10

1. Licensee Name SIT Lighthouse ~~Bistro~~ LLC
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address Lighthouse Bistro ~~[illegible]~~
5130 4th Ave

3. If license is in the name of a Corporation or LLC, Agent Name Douglas M Crowe

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 6-4-61

5. Address 7601 3rd Ave

6. Driver's License Number: C600 1736 1204-09
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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:

No

8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? □ Yes □ No If yes, state charge and year offense committed or alleged to be committed, and disposition:

No

9. 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, explain:

No

-OVER-

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

NO

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 offense committed or alleged to be committed, and disposition:

Speeding, 3-4 yrs ?

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 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:

NO

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:

Sightline Inc. Boston
Eaburet
Froggys French Cafe

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

7601 3rd Ave

Applicant's Signature [signature] Date: 9-11-10

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.

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 (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.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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.)

Type: 212-Yearly (Pink) $300.00/Year

Date of Application 09/08/2010

1. Licensee Name R. P. Consulting, LLC
   (NOTE: must be same name as beer/liquor license)

2. Business Name & Address Lotus Sports Bar

3. If license is in the name of a Corporation or LLC, Agent Name PRITESH PATEL

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual Nov. 29, 1975

5. Address 3216 60th St., Kenosha, WI 53142

6. Driver's License Number: P340-6607-5429-00
   (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

7. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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:

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 such a charge pending at this time? □ Yes ☑ No If yes, state charge and year offense committed or alleged to be committed, and disposition:

9. 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, explain:

-OVER-

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 offense committed or alleged to be committed, and disposition:
Speeding & parking violation

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 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:

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:
Takeda Pharmaceuticals, Sears Holdings,

14. List all addresses at which you have lived in the past five (5) years:
6513 112th Avenue, Kenosha, WI 53142

Applicant's Signature [signature] Date: 09/08/2010

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.
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 (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.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA
NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

PLEASE NOTE: [redacted] 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.)

Type: 212-Yearly $300.00/Year

Date of Application 9/23/10

1. Licensee Name Sunset Grille LLC (Mulligan's Pub)
   (NOTE: must be same name as beer/liquor license)
2. Business Name & Address Sunset Grille 2500 52 ST
3. If license is in the name of a Corporation or LLC, Agent Name Stacey West-Rivera

Licensee: Individual, or if Corporation/LLC, Agent completes following:

4. Date of Birth of Agent (if Corporation/LLC) or Individual 10/8/65
5. Address 5120 62 ST Kenosha
6. Driver's License Number: L0236-7906-5868-03
   (MUST INDICATE IF THIS IS NOT A WISCONSIN DL)
7. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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:
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 such a charge pending at this time? □ Yes ☑ No If yes, state charge and year offense committed or alleged to be committed, and disposition:
9. 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, explain:

-OVER-

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 offense committed or alleged to be committed, and disposition:

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 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:

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:
Lakeshore Tax Advisory Group 8401 Corporate Dr. Racine

14. List all addresses at which you have lived in the past five (5) years:
5120 62 ST

Applicant's Signature [signature] Date: 9/23/10

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.
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 (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.

APPLICATION FOR AMUSEMENT AND RECREATION ENTERPRISE SUPERVISOR LICENSE

(Includes: Bowling Alleys, Pool Halls, Skating Rinks, Shooting Galleries, and Public Dance)

Type: 123
Fee: $25.00
Expires: May 31st
Check One: ☒ Original Application ☐ Renewal Application

PLEASE PRINT

Name Pattie L. Walton

Address 10266 W. Chaney Ave

Date of Birth 10/11/1982
(must be at least 18 years of age)

Home Phone 847-337-4668

Trade Name of Amusement Enterprise (where this license will be used):

Finney's

Please fill out the attached "Applicant's Report – Police Record"
(Be sure to include your middle initial)

Applicant's Signature Pattie L. Walton Date 9/9/10

Subscribed and Sworn to before me this 9th day of September, 2010.

Diane S. Hoff
Notary Public

My Commission Expires 6/19/2011

FOR OFFICE USE ONLY

License # 100020 Clerk Initials AW

Date Receipted/Filed 9/9/10 Date License Granted by Council _____

APPLICANT'S REPORT - POLICE RECORD

Name Pattie Walton Address 10266 W. Chaney Ave

Date of Birth 10/11/1982 License/Permit Applied For

Driver's License Number ID-IL L35678289 00

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. **Applicant must also be aware that the first twenty-five ($25) dollars of the application fee for any license/permit shall be forfeited in the event of denial or withdrawal of the application for administrative and processing costs, as specified in §1.225 of the Code of General Ordinances, a copy of which is also printed on the reverse side of this application.**

1. Have you, as an adult, ever been convicted or a major crime (felony) or minor crime (misdemeanor) 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 been convicted of violating a municipal or county ordinance in Wisconsin or in any state, or do you have such a charge pending at this time? ☐ Yes ☒ No If yes, state charge and year offense committed or alleged to be committed, and disposition:

3. 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, explain:

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

IL-SR22. Suspension

5. 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 offense committed or alleged to be committed, and disposition:

WI- Driving on a suspended IL License, (fine paid)

6. 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 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:

7. 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:
Extended love Child development Center 8181 9th St
Finneys - 60th St. Fatman Inn, Gurnee IL, Fatman Bowl Lake Bluff IL
Inlaws Restraunt Gurnee IL

8. List all addresses at which you have lived in the past five (5) years:
6703 73rd st. Apt 102 Kenosha WI,
10266 W. Chaney Ave Beach Park IL 60099

Applicant's Signature [signature] Date 9/9/10

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.

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 (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.

KENOSHA POLICE DEPARTMENT
MEMORANDUM

TO : CITY CLERK MIKE HIGGINS

FROM : ASSISTANT CHIEF WILLIAM BRYDGES

SUBJECT : AMUSEMENT & RECREATION, SUPERVISOR LICENSE

NO ADVERSE RECOMMENDATIONS

DATE : SEPTEMBER 10, 2010

Based on available information, there are no adverse recommendations regarding the following applicant:

AGENT: **PATTIE L. WALTON, DOB 10-11-82**

TRADE NAME: **FINNEY'S**

For your information.

ASSISTANT CHIEF WILLIAM BRYDGES
WB:ka

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

C14

Check One:

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

1. Applicant Name Kmart Corporation

2. Business Name Kmart # 3088

3. Property Information
   a. Address 4100 52nd Street, Kenosha, WI 53144
   b. Owner KM Express LLC c/o Kmart Corporation
   c. If applicant is not owner, does applicant have a lease agreement with the owner? ☐ yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building 106,941 Assessed Value of Property $5,385,800 total
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 303,800

08-222-35177004-$588,700; 08-222-35177015-$1,258,800
08-222-35177016-$3,538,300

4. Number of Full Time Employees 38 Number of Part Time Employees 50

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

	Gross Monthly Revenue
Alcoholic Beverages	$1,250
Food	$45,580
Other (specify)	$819,000
Total Gross Monthly Revenue	$865,830

Basis for estimates
Previous numbers + surrounding stores (alcohol)

6. Explain how the issuance of this license will benefit the City:
The license will provide a customer convenience in selecting their merchandise; it will help to preserve and perhaps add jobs at the store and for the community

7. List other factors the Common Council should consider:
Kmart has a comprehensive training program covering alcohol sales and other restricted products. All store employees are required to take this course annually. The focus is to prevent illegal sales to minors

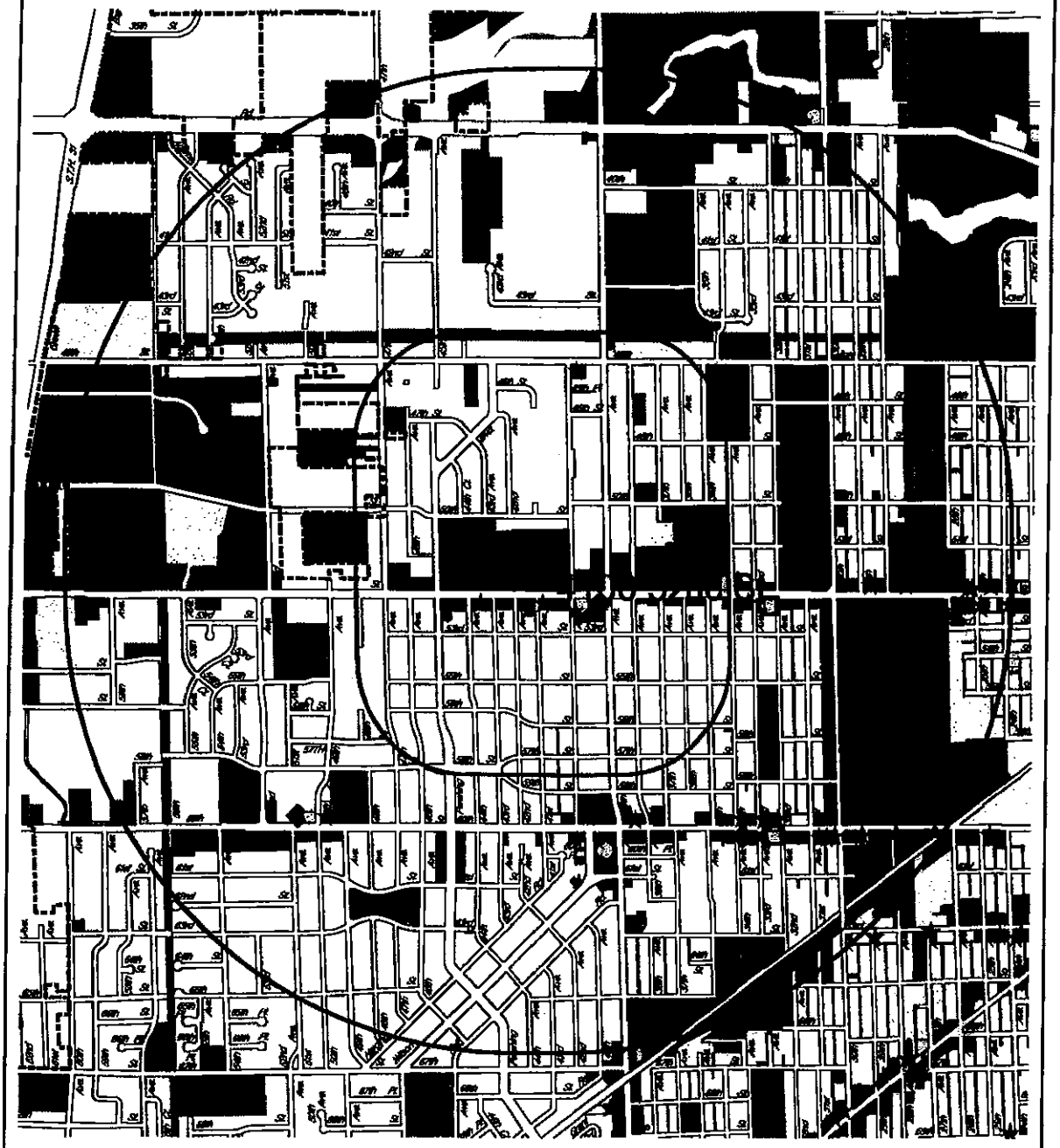
Applicant Signature [signature]

FOR OFFICE USE ONLY

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

City of Kenosha

Class "A" Retail Beer Application
4100 52nd 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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	8	2	4	28	3
Other Districts	0	0	0	0	0

6 blocks from Applicant

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

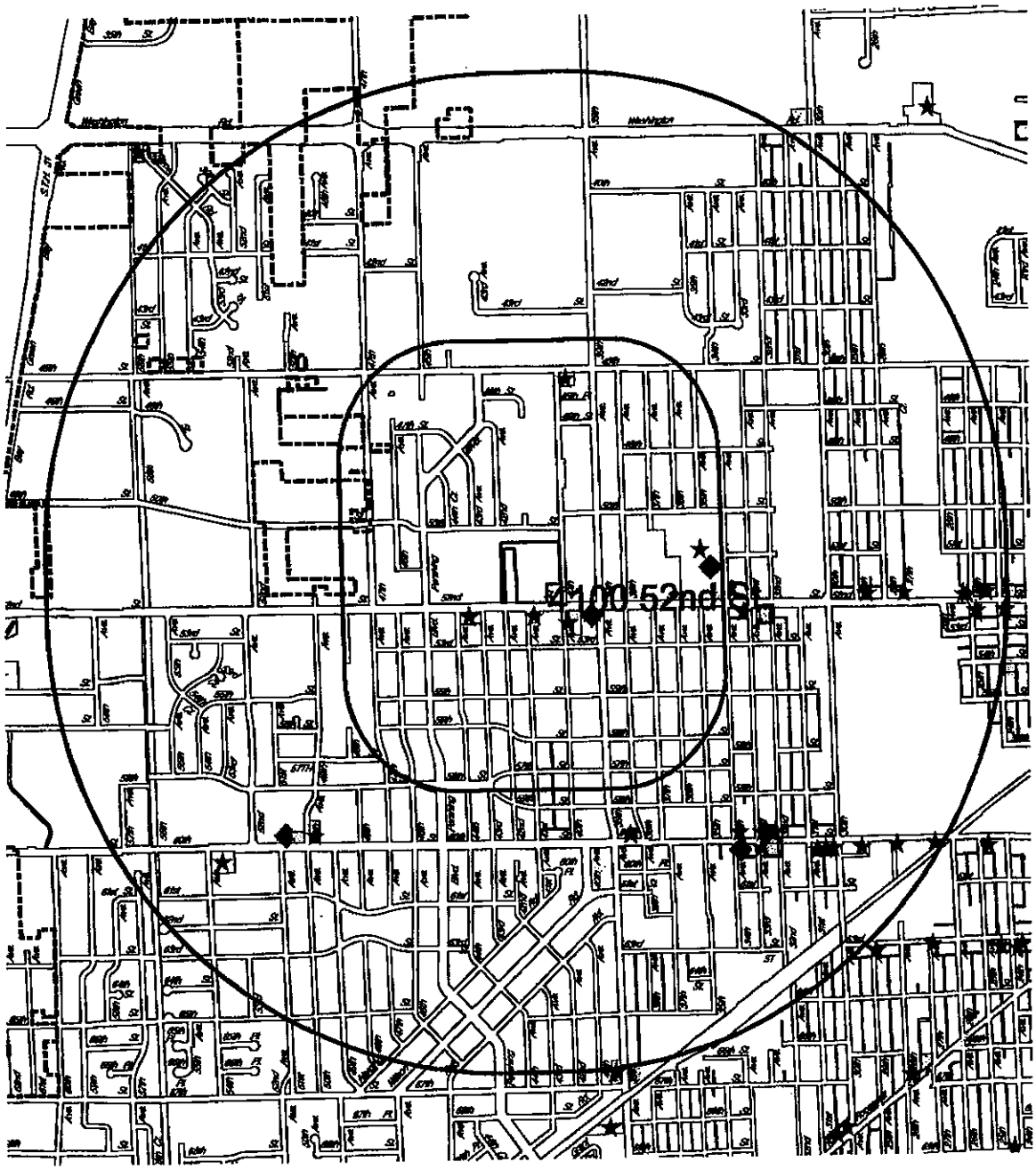
NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 9-27-2010 ~ mc

City of Kenosha

Class "A" Retail Beer Application
4100 52nd Street



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	8	2	4	28	3
Other Districts	0	0	0	0	0

6 blocks from Applicant

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

NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 9-27-2010 ~ mc

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

C15

Check One:

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

1. Applicant Name MARK T. GERBER

2. Business Name CHAMPIONS SPORTS BAR

3. Property Information
   a. Address 7719 - 50TH STREET KENOSHA, WI 53140
   b. Owner JACK WEEDNER, STEVE GOUDAN
   c. If applicant is not owner, does applicant have a lease agreement with the owner? ☑ yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building Appx 1200 Assessed Value of Property Appx 125 K
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business Appx $5,000.00

4. Number of Full Time Employees 2 Number of Part Time Employees 2

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

	Gross Monthly Revenue
Alcoholic Beverages	$3000.00/MO
Food	$1000.00/MO
Other (specify) Vending Machines Pool Table	3000.00
Total Gross Monthly Revenue	$7000/MO

Basis for estimates
PAST, PRESENT, FUTURE BUSINESS

6. Explain how the issuance of this license will benefit the City: LOCAL OWNERS SPENDING REVENUE W/ LOCAL VENDORS THE TAX DOLLARS FOR STATE LOCAL CHARITIES & BENEFIT. HELP KEEP DOWNTOWN AREA GROWING.

7. List other factors the Common Council should consider: THIS IS OUR 6TH TAVERN / PROJECT - NO VIOLATIONS WE'VE OWNED BARS FOR A LONG TIME

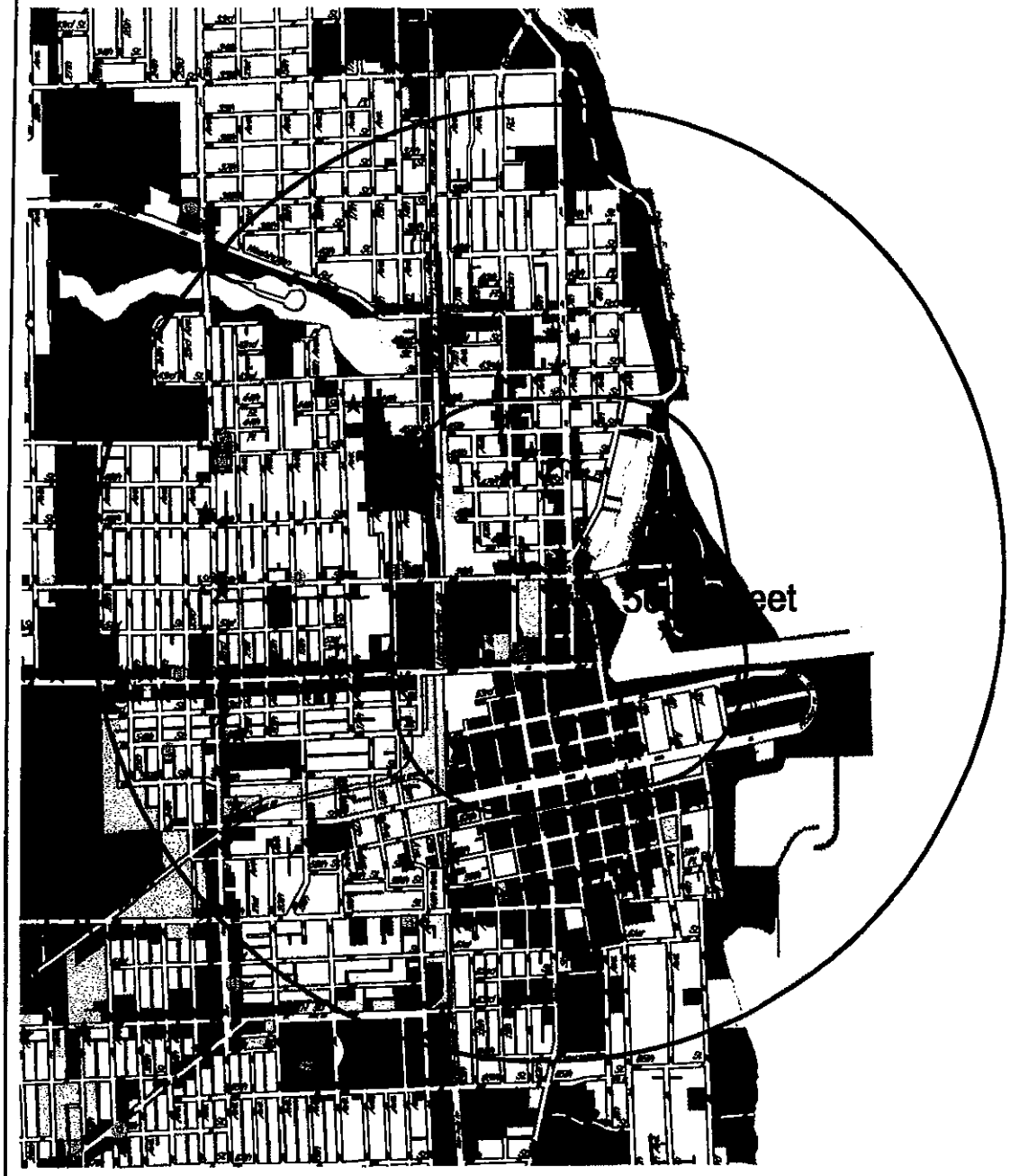
Applicant Signature

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Application
719 50th 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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	0	61	0
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	2	1	0	31	0
Other Districts	0	0	0	0	0

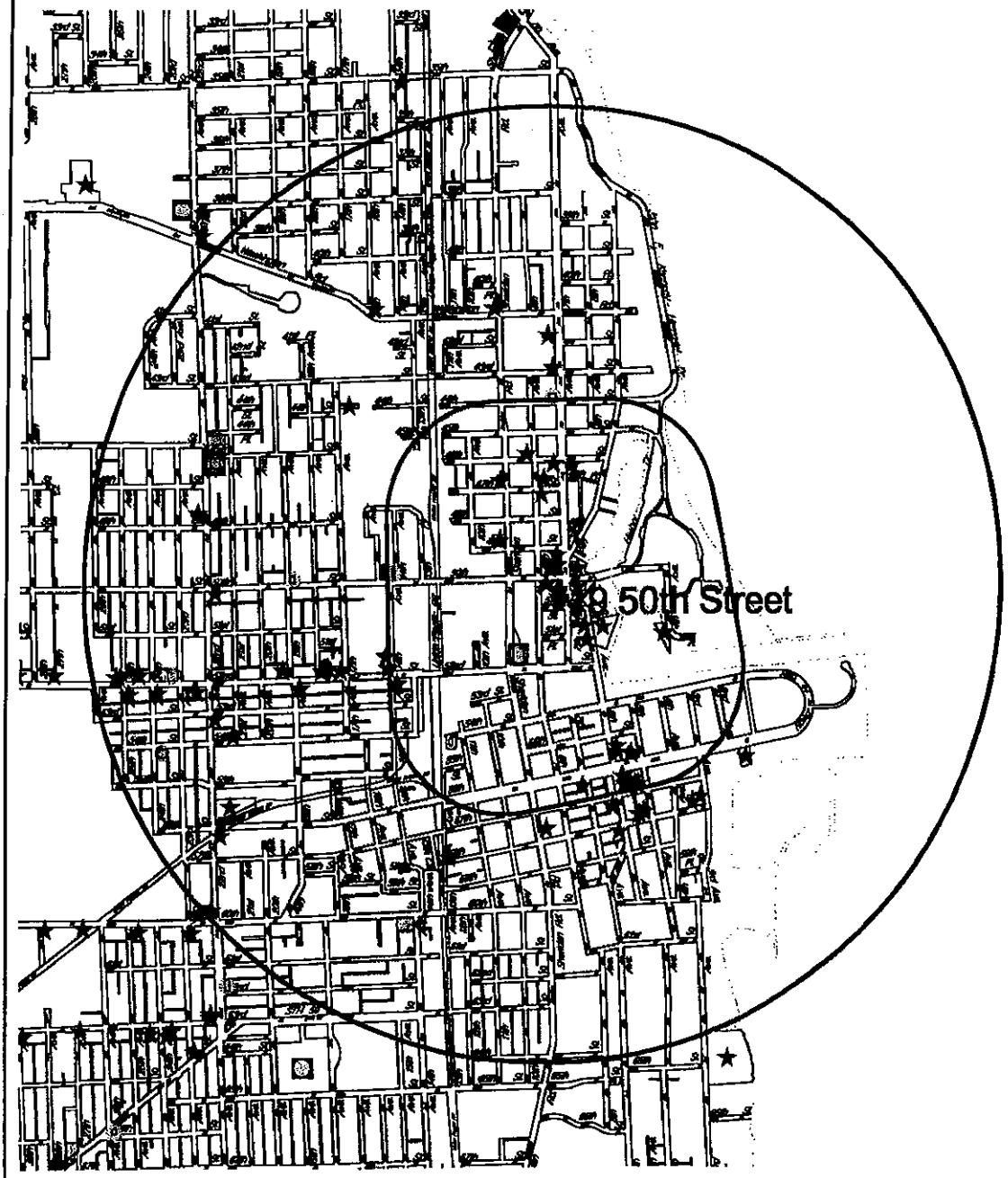
NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 10-4-2010 ~ mc

City of Kenosha

Class "B" Beer/"Class B" Liquor Application
719 50th Street



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

—— 5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	9	2	0	61	0
Other Districts	0	0	0	1	0

—— 6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	2	1	0	31	0
Other Districts	0	0	0	0	0

NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 10-4-2010 ~ mc

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW BEER/LIQUOR LICENSE C16

Check One:

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

1. Applicant Name KEVIN J. ERVIN

2. Business Name FRANKS DINER

3. Property Information
   a. Address 508 58th STREET KENOSHA WI 53140
   b. Owner EAT WHAT YOU GET, LLC KEVIN J. ERVIN / JULIE A RITTMILLER
   c. If applicant is not owner, does applicant have a lease agreement with the owner? ☐ yes ☐ no *(Please note: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued)*
   d. Square Footage of Building _____ Assessed Value of Property 109,500
   e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business 31,200

4. Number of Full Time Employees 3 Number of Part Time Employees 9

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

	Gross Monthly Revenue
Alcoholic Beverages	$1100 —
Food	$41,000
Other (specify)	$200 / MERCHANDISE
Total Gross Monthly Revenue	$42,300

Basis for estimates
PREVIOUS YEARS SALES

6. Explain how the issuance of this license will benefit the City: FRANKS DINER ATTRACKS TOURISTS FROM ALL ACROSS THE U.S. BRINGING MANY DOLLARS TO THE KENOSHA AREA.

7. List other factors the Common Council should consider: FRANKS IS A KENOSHA INSTITUTION (SINCE 1926) AND AN ANCHOR DESTINATION FOR THE DOWNTOWN AREA

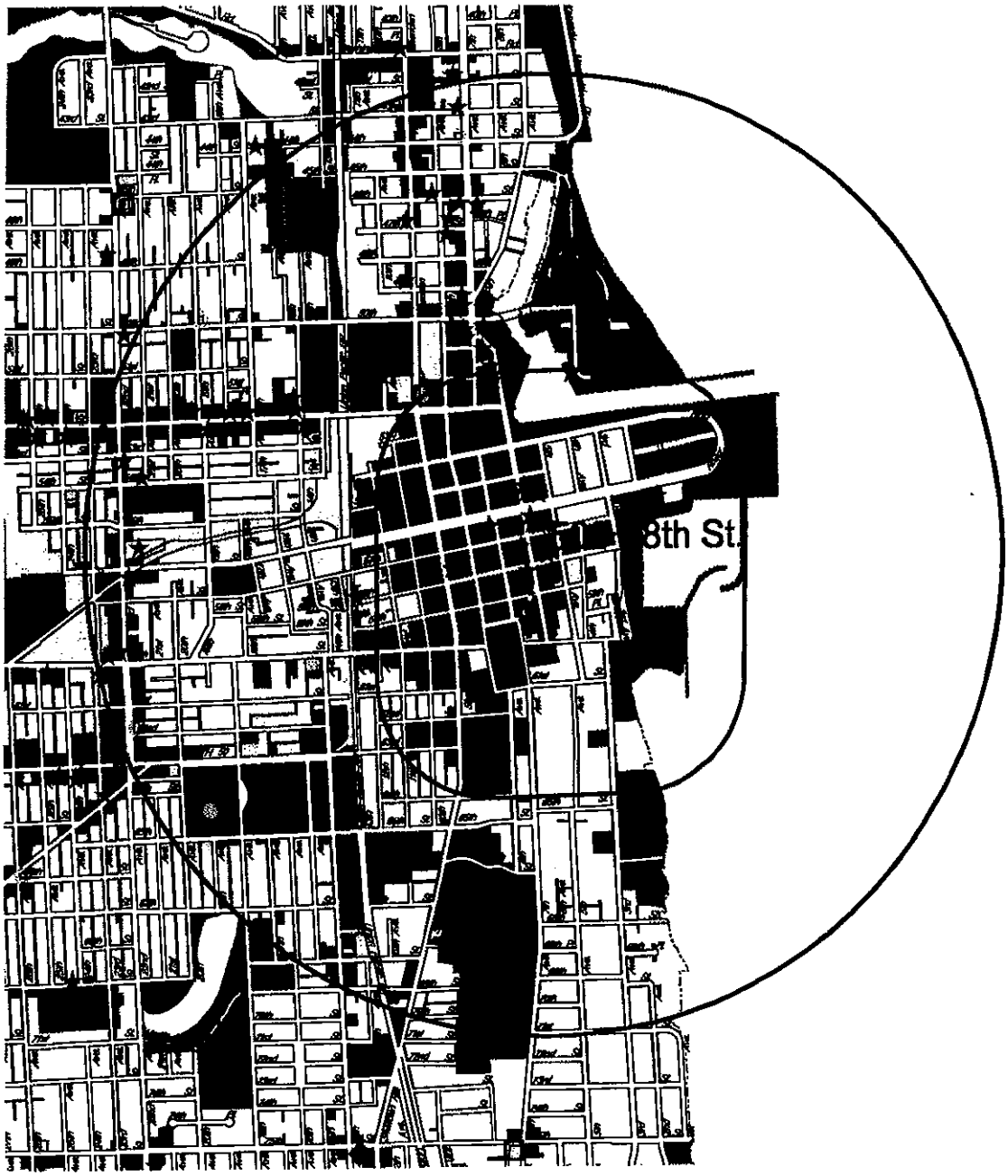
Applicant Signature [signature]

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
508 58th 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: [0-1] ■ ■ ■

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	7	2	0	53	0
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	20	0
Other Districts	0	0	0	1	0

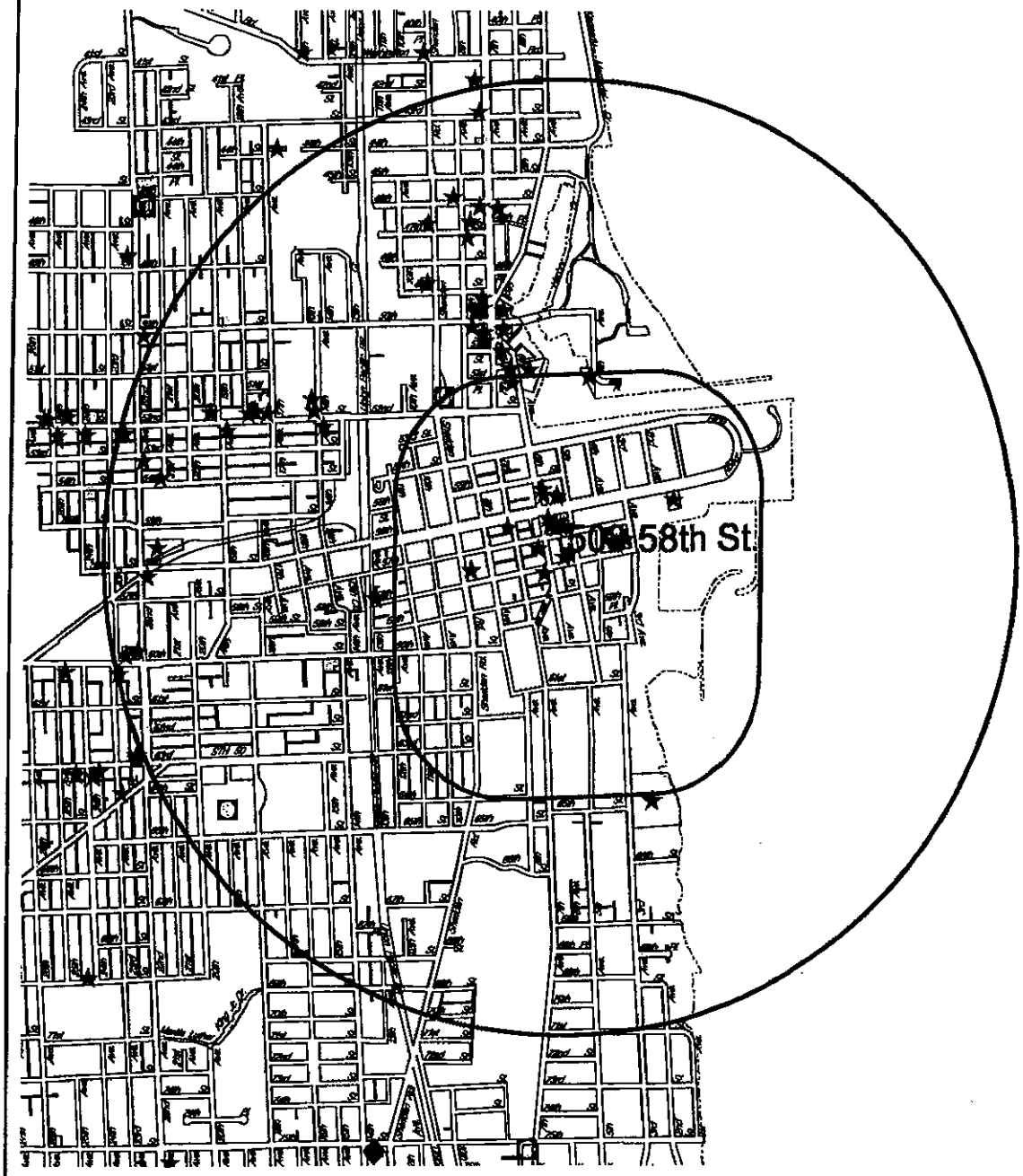
NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 9-27-2010 ~ mc

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application
508 58th Street



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

5,280 ft from Applicant

5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	2	0
Business Districts	7	2	0	53	0
Other Districts	0	0	0	1	0

6 blocks from Applicant

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	1	0	20	0
Other Districts	0	0	0	1	0

NORTH

0 1200'

DCD ~ City Clerk ~ MH ~ DSH ~ 9-27-2010 ~ mc

Outdoor Dining Area - Application for Outdoor Extension of Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Beer License(s)-NOTE: Outdoor Dining Application Also Required City Ordinance 10.075 Fee: $50.00 (Type 210)

Complete Sections 1 -8, sign on page 2 and submit to Neighborhood Services & Inspections Department (Room 100) for Preliminary Review

IMPORTANT: Is the Outdoor Area sought to be included within the description of your "Class B"/Class "B" and/or "Class C" Licensed Premises obstructing the public right-of-way? (i.e., sidewalk) : □ Yes □ No If the answer is "yes", an outdoor dining area application must be filed concurrently with this application. Approval of this application and the outdoor dining application are contingent upon one and other. **Check here if Outdoor Dining Application has been filed and is pending approval** X .

1. Name of Applicant: EAT WHAT YOU GET, LLC
2. Address of beer/liquor licensed premises for which an outdoor extension is being applied for: 508-58th Street Kenosha, WI
3. Business Name: Frank's Diner
4. Home Phone: 262 694 9930 Business Phone: 262-657-1017 E-mail KEVINERVIN@SBCGLOBAL.NET
5. What type of activity is planned for the outdoor area? Dining
6. **A detailed map describing the outdoor area is required.** X 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 X 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
8. 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 the property is zoned as listed on the "request to change closing hours". □ Check here if a request to change the closing hours to this application is attached.

For Office Use Only: To be completed by Neighborhood Services and Inspection staff:

a. Zoning Classification: B3 (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* X 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*

Distance from nearest single-family dwelling: 50+ **Preliminary approval granted** X **Yes** □ **No**

Waiver Required? X **Yes** □ **No** If yes, which waiver is required □ **9b** □ **9c** □ **9d**

By: RBlise **, Zoning Coordinator** **Inspection Date:**

9. Waiver Criteria:

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

Waiver 9a. X Fence Waiver-The business is categorized as a restaurant within the meaning of Chapter 125, Wisconsin Statutes: *"Restaurant"* means any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

Waiver 9b. □ Premise is located wholly within an area zoned Institutional Park (IP).

Waiver 9c. X 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.

Waiver 9d. X The outdoor area sought to be within the licensed premise is an *Outdoor Dining Area* authorized by and subject to a permit under Section 5.046 of the General Code of Ordinances.

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 I[st] and 3rd Mondays of each month.

X **Waiver attached** □ **Yes** □ **No**

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. 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)

_____ (President/Partner/Individual)

_____ (Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13th DAY OF September, 2010

Notary Public, My commission expires 6/19/2011

Date Received 9/23/10 Council Date _____

#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.

WAIVER #9A

FENCE WAIVER REQUEST/RESTAURANT
OUTDOOR EXTENSION
CITY ORDINANCE §10.075

EAT WHAT YOU GET INC., LLC
Licensee Name

Franks Diner
Trade Name

508 58th Street Kenosha, WI 53140
Trade Address

Applicant has applied for an extension of their Retail "Class B" Liquor and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of the fencing requirement contained in Section D (3) thereof. In making this request, applicant, under oath, does state the establishment is a "Restaurant" meaning any building, room or place where meals are prepared or served or sold to transients or the general public, and all places used in connection with it and includes any public or private school lunchroom for which food service is provided by contract. "Meals" does not include soft drinks, ice cream, milk, milk drinks, ices and confections. "Restaurant" does not include: (a) Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter.

(Individual/Partner/President of Corporation/Member of LLC)

(Partner/Secretary of Corporation/Member of LLC)

Subscribed to and Sworn to Before me
this 13 Day of Sept, 2010

Notary

My commission expires 6/19/2011

WAIVER #9C

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

WAIVER REQUEST/RESTAURANT

Licensee Name EAT WHAT YOU GET, LLC

Trade Name Franks Diner

Trade Address 508-58th Street Kenosha, WI 53140

PLEASE NOTE: MUST BE FILED FOURTEEN (14) DAYS BEFORE A COUNCIL MEETING

Applicant has applied for an extension of their Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area, is primarily a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts, or the business is located wholly within an area zoned B-1, B-2, B-3 or B-4. Please find below a list of names and addresses of all property owners residing within 100 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer/"Class B" Liquor or "Class C" Wine licensed premises.

SEE ATTACHED (BEHIND THIS PAGE)

(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 13 OF Sept, 2010

Notary Public

My commission expires 6/19/2011

Franks_Diner_100_Feet.xls, Page 1

Parcel ID	Property Address	Owner Name	Owner Name & Phone Number	Mail-to Name	Mailing Address	Mail-to City State ZIP
12-223-31-488-001	5802 05 AV	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140-3480
12-223-31-488-002	515 58 ST	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140-3480
12-223-31-488-003	5801 06 AV	LAKEVIEW DEVELOPMENT GROUP	Alex Gelfand, 847-414-0944	LAKEVIEW DEVELOPMENT GROUP	2342 HIGHMOOR RD	HIGHLAND PARK, IL 60035
12-223-31-489-006	5709 06 AV	REJR LLC		REJR LLC	5707 6TH AVENUE	KENOSHA, WI 53140
12-223-31-489-007	5711 06 AV	KORF FAMILY TRUST		KORF FAMILY TRUST c/o WALGREEN CO	MS 1435, 104 WILMOT ROAD	DEERFIELD, IL 60015
12-223-31-489-008	5711 06 AV	KORF FAMILY TRUST		KORF FAMILY TRUST c/o WALGREEN CO	MS 1435, 104 WILMOT ROAD	DEERFIELD, IL 60015
12-223-31-489-009	5719 06 AV	BLOCK, THOMAS H.		THOMAS H. BLOCK	600 68TH PLACE	KENOSHA, WI 53143
12-223-31-489-010	5723 06 AV	LAKEVIEW INVESTMENT LLC	Mike Stanich	LAKEVIEW INVESTMENT LLC	3300 WASHINGTON STREET	WAUKEGAN, IL 60085
12-223-31-489-011	5725 06 AV	LAKEVIEW INVESTMENT LLC		LAKEVIEW INVESTMENT LLC	3300 WASHINGTON STREET	WAUKEGAN, IL 60085
12-223-31-489-012	508 58 ST	LADIES ROOM3 LLC	Chris Schwartz	LADIES ROOM3 LLC	508 58TH ST	KENOSHA, WI 53140
12-223-31-489-013	58 ST	AMERICAN LEG KENOSHA POST 21		AMERICAN LEG KENOSHA POST 21	504 58TH ST	KENOSHA, WI 53140-4115
12-223-31-489-015	05 AV	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140
12-223-31-489-016	5710 05 AV	ELEFTERIOU, KATHERINE		KATHERINE ELEFTERIOU	3150 LAKESHORE 35F	CHICAGO, IL 60657

WAIVER #9D

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

WAIVER REQUEST/OUTDOOR DINING

Licensee Name EAT WHAT YOU GET, LLC

Trade Name Franks Diner

Trade Address 508 58th Street Kenosha, WI 53140

PLEASE NOTE: MUST BE FILED FOURTEEN (14) DAYS BEFORE A COUNCIL MEETING

Applicant has applied for an extension of their Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the outdoor area is licensed by the City of Kenosha for outdoor dining. Please find below a list of names and addresses of all property owners residing within 100 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer/"Class B" Liquor or "Class C" Wine licensed premises.

SEE ATTACHED (BEHIND THIS PAGE)

(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

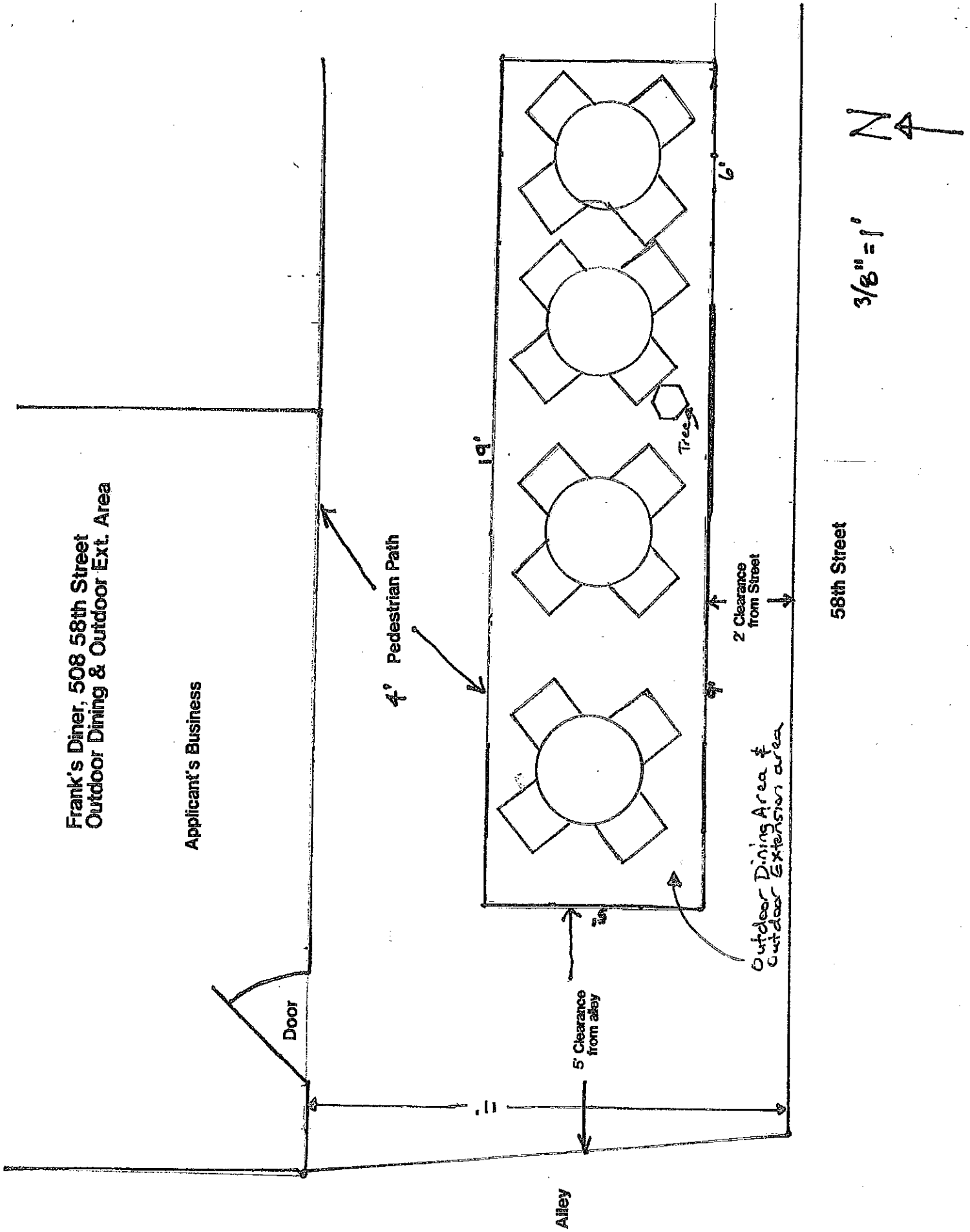
SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 13 OF Sept, 2010

Notary Public

My commission expires 6/19/2014

Parcel ID	Property Address	Owner Name	Owner Name & Phone Number	Mail-to Name	Mailing Address	Mail-to City State ZIP
12-223-31-488-001	5802 05 AV	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140-3480
12-223-31-488-002	515 58 ST	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140-3480
12-223-31-488-003	5801 06 AV	LAKEVIEW DEVELOPMENT GROUP	Alex Gelfand, 847-414-0944	LAKEVIEW DEVELOPMENT GROUP	2342 HIGHMOOR RD	HIGHLAND PARK, IL 60035
12-223-31-489-006	5709 06 AV	REJR LLC		REJR LLC	5707 6TH AVENUE	KENOSHA, WI 53140
12-223-31-489-007	5711 06 AV	KORF FAMILY TRUST		KORF FAMILY TRUST c/o WALGREEN CO	MS 1435, 104 WILMOT ROAD	DEERFIELD, IL 60015
12-223-31-489-008	5711 06 AV	KORF FAMILY TRUST		KORF FAMILY TRUST c/o WALGREEN CO	MS 1435, 104 WILMOT ROAD	DEERFIELD, IL 60015
12-223-31-489-009	5719 06 AV	BLOCK, THOMAS H.		THOMAS H. BLOCK	600 68TH PLACE	KENOSHA, WI 53143
12-223-31-489-010	5723 06 AV	LAKEVIEW INVESTMENT LLC	Mike Stanich	LAKEVIEW INVESTMENT LLC	3300 WASHINGTON STREET	WAUKEGAN, IL 60085
12-223-31-489-011	5725 06 AV	LAKEVIEW INVESTMENT LLC		LAKEVIEW INVESTMENT LLC	3300 WASHINGTON STREET	WAUKEGAN, IL 60085
12-223-31-489-012	508 58 ST	LADIES ROOM3 LLC	Chris Schwartz	LADIES ROOM3 LLC	508 58TH ST	KENOSHA, WI 53140
12-223-31-489-013	58 ST	AMERICAN LEG KENOSHA POST 21		AMERICAN LEG KENOSHA POST 21	504 58TH ST	KENOSHA, WI 53140-4115
12-223-31-489-015	05 AV	CITY OF KENOSHA		CITY OF KENOSHA	625 52ND ST	KENOSHA, WI 53140
12-223-31-489-016	5710 05 AV	ELEFTERIOU, KATHERINE		KATHERINE ELEFTERIOU	3150 LAKESHORE 35F	CHICAGO, IL 60657


Frank's Diner, 508 58th Street
Outdoor Dining & Outdoor Ext. Area
Applicant's Business
Door
4' Pedestrian Path
19'
Tree
6'
2' Clearance from Street
58th Street
5' Clearance from alley
Alley
Outdoor Dining Area & Outdoor Extension area
3/8" = 1'
N

Zimbra dhoff@kenosha.org

± Font size -

508 58th Street - Outdoor Extension

From : Paula Blise <pblise@kenosha.org> Thu, Sep 23, 2010 01:03 PM

Subject : 508 58th Street - Outdoor Extension

To : Mike Maki <mmaki@kenosha.org>

Cc : Diane Hoff <dhoff@kenosha.org>, Debbie Salas <dsalas@kenosha.org>, Theodore Ruffalo <theodore.ruffalo@me.com>, Paula Blise <pblise@kenosha.org>

Reply To : Paula Blise <pblise@kenosha.org>

Hi Mike,

I just dropped off the outdoor dining extension on your desk. The only issue that I have is that Certificate of Occupancy permit approvals are required, and the applicant has yet to apply for occupancy, therefore an approve with "holds" would be in order for any of his licensing requests.

Thank you,

Paula
Paula A. Blise, MBA, CCEA
City of Kenosha Zoning Coordinator
Dept. of Neighborhood Services & Inspections
625-52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263 Fax: 262.653.4254

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

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Licensing & Permit Committee

FROM: Michael Maki, Department of City Development MM

RE: **Outdoor Dining & Outdoor Extension Applications**
Frank's Diner at 508 58th Street

DATE: October 5, 2010

The Department of City Development has reviewed the Outdoor Dining and Outdoor Extension applications for Frank's Diner at 508 58th Street. The application has also been reviewed by other City departments. The Department of Neighborhood Services and Inspections has noted that the new owners have not applied for a new Occupancy Permit. The Outdoor Dining Permit /Outdoor Extension License is subject to a "hold" until the Occupancy Permit is approved. There are no other adverse comments.

The application is for continued use of an existing outdoor dining area that is located within the 58th Street public street right-of-way. A new application and approval is required since the business is proposed to be sold. The outdoor dining area is nineteen (19') feet long by approximately five (5') feet wide with four (4) tables and four (4) chairs at each table. The dining area is located two (2') feet from the curb line. The required four (4') foot pedestrian walkway is located between the outdoor dining area and the building.

An Outdoor Extension license for the outdoor dining area has also been submitted to allow the applicant to serve alcoholic beverages in this area. The applicant has requested a waiver for the required fence and is eligible for the waiver based on the business's classification as a restaurant under Section 5.046 of the Code of General Ordinances.

The application fulfills the requirements of Section 5.046 of the Code of General Ordinances. The Department of City Development recommends approval of the application, subject to the approval of the Outdoor Extension by the Common Council and approval of the new Occupancy permit.

MM:kas

ORDINANCE NO. _____

DRAFT 09.29.10

BY: ALDERPERSON JESSE DOWNING

TO REPEAL AND RECREATE SECTION 10.03.D.4.E. AS 10.03.D.4.F. ENTITLED "RETAIL "CLASS A" LIQUOR LICENSES"; TO REPEAL AND RECREATE SECTION 10.03.D.5. AS 10.03.D.4.E.; TO RENUMBER SECTIONS 10.03.D.6. AND 10.03.D.7. AS 10.03.D.5. AND 10.03.D.6.; TO RECREATE SECTION 10.04.D.2. OF THE CODE OF GENERAL ORDINANCES ENTITLED "SEPARATION OF INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGE BUSINESS FROM OTHER BUSINESS"

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

Section One: To repeal and recreate Section 10.03.D.4.e. as 10.03.D.4.f. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

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

Section Two: To repeal and recreate Section 10.03.D.5. as 10.03.D.4.e. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

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

Section Three: To renumber Sections 10.03.D.6. and 10.03.D.7. as 10.03.D.5. and 10.03.D.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

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

~~7~~6. Where a license is granted or transferred following review of an Economic Impact Statement, the economic impact of the licensed premises shall be reviewed by the Committee on Licenses/Permits at the license application renewal review following the first full license year.

Section Four: To recreate 10.04.D.2. of the Code of General Ordinances, as follows;

2. No business under a "Class A" License, or under a combination of a "Class A" License and a Class"A" License, shall be conducted in conjunction with any other business on the same premises unless:

The area in which the liquor and/or beer is sold shall be arranged and constructed in a manner as to permit and facilitate its closing during the hours and days in which fermented malt beverages may not be sold as stipulated by the Wisconsin Statutes.

Notwithstanding the proceeding paragraph, a business may maintain "end cap" displays of fermented malt beverages and wine at room temperature during the closing hours and days stipulated by the Wisconsin Statutes.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

DRAFT 10/07/10

BY: ALDERPERSON PATRICK JULIANA

TO AMEND SUBSECTION 10.075.F. OF THE
CODE OF GENERAL ORDINANCES ENTITLED
"CLOSING HOURS"

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

Section One: Section 10.075.F. of the Code of General ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

F. Closing Hours. Any outdoor area included within the description of a Class "B", "Class B" and/or "Class C" licensed premises pursuant to this Section shall be closed for business during the hours of 10:00 P.M. to 8:00 A.M.

~~If the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP,~~ ~~t~~The Common Council may, upon written application by the Licensee, limit the closing hours to 12:00 Midnight to 8:00 A.M.

If ~~the property on which a licensed premises is situated is zoned B-2, B-3 or B-4 and does not abut a property zoned RR-1, RR-2, RS-1, RS-2, RS-3, RD, RG-1, RG-2, RM-1, RM-2, or IP, and~~ the licensed premises in the previous licensing term had its outdoor hours extended pursuant to the preceding paragraph, the Common Council may, upon written application by the Licensee, limit the closing hours to 1:30 A.M. to 8:00 A.M.

If the closing hours are so limited, amplified music or sound otherwise permitted under **Section 10.075E.2.** shall not be allowed after 10:00 P.M.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON THEODORE RUFFALO

DRAFT 09.10.10
Amended 10.11.10 - PSW

TO RENUMBER SECTION 13.13 ENTITLED "FEES" AS SECTION 13.14 AND TO CREATE SECTION 13.13 ENTITLED "REFUGE CENTERS"

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

Section One: Section 13.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin, entitled "Fees" is hereby renumbered as Section 13.14.

Section Two: Section 13.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

13.13 REFUGE CENTERS

A. Purpose.

The purpose of this ordinance is to insure that homeless persons in the City of Kenosha are able to obtain supportive services in safe and structured locations.

~~A~~B. Definitions.

1. Lodging: Accommodations at which persons are allowed to sleep on mattresses, cots, sleeping bags, or other furnishings primarily designed for the sleeping of persons.

2. Refuge Center: A facility that provides accommodation principally for homeless persons, where the accommodation may include the provision of food, clothing, employment, or other support services, but shall exclude lodging.

3. Staff: Persons , whether paid or unpaid, who regularly and directly assist in the operation of the Refuge Center. The term excludes volunteers who directly assist in the operation of the Refuge Center on an interim basis, but no more than any part of two days in any four-month period.

~~B~~C. License Required.

1. Unless exempted from the licensing requirement pursuant to paragraph B 2., herein, no person whether personally, by agents or employees, singly, or with another business or enterprise may operate a Refuge Center within the City of Kenosha, and no person whether personally, by agents or employees, singly, or with another business or enterprise may allow the operation of a Refuge Center, without a license therefore from the Common Council in accordance with the provisions of this Ordinance.

2. The following are exempt from the regulation of this Section 13.13: A facility otherwise within the definition of "Refuge Center" that satisfies all of the following conditions:

a. is operated as a Shelter Facility, as that term is defined in the the Zoning Ordinance for the City of Kenosha;

b. is subject to a conditional use permit as a Shelter Facility and is operating under the terms of that conditional use permit.

3. Separate Licenses. A licensee hereunder who operates more than one (1) "Refuge Center" within the City shall be required to have in effect a separate license for each "Refuge Center".

4. Other Licenses And Permits. A license issued hereunder shall not exempt the holder thereof from obtaining such other licenses and permits as may be relevant and otherwise required by the City or by any other governmental agency.

~~C~~D. Transfer/Assignment.

Licenses are not transferable or assignable from either person-to-person or from place-to-place.

E. License Term.

Licenses are for up to one year, expiring on the April 30th ensuing the grant of the license by the Common Council.

~~E~~F. License Fee.

The fee shall be three hundred dollars ($300) per year. The fee must accompany the application in order for the application to be considered. The fee will not be pro-rated for partial years. In the event that the license application is denied, two hundred dollars ($200) of the three hundred dollar application fee will be retained by the City as partial reimbursement for the costs associated with the application investigation.

~~F~~G. License Application.

1. Name, address, telephone number and e-mail address of Refuge Center license applicant, including all partners, if the applicant is a partnership.

2. Name, address, telephone number and e-mail address of Refuge Center manager, if different from the license applicant.

3. Current list of Board of Directors and Officers, if a corporation; current list of members if a limited liability company.

4. Organizational Chart listing supervisory personnel by name.

5. Complete list of the services and programs provided at the Refuge Center, whether delivered by agency personnel or by outside organizations.

6. Floor plan identifying size and location of all Refuge Center areas.

7. Hours of operation including any periodic or seasonal schedule modifications.

8. Code of Conduct Plan which addresses the expectations and accountability of the clientele, including while on~~both~~ the Refuge Center premises and while off-site~~ locations~~.

~~G~~H. Annual Inspection.

Compliance monitoring by City departments shall occur annually, before action by the Common Council on the license application for each year.

~~H~~I. Amendment/Correction.

Applicants and Licensees shall have the duty to amend and correct their application within ten (10) days of such time as any information stated therein is known by Applicant/Licensee to be untrue, incorrect or incomplete. No material change in ~~personnel,~~ scope of operation~~,~~ or site of operation shall be effective without the advance approval thereof by the Common Council.

~~I~~J. Recommendation.

Upon receipt of an application for a license under this Section, the City Clerk shall send copies thereof to the

Department of Neighborhood Services and Inspections, Fire Department, Health Department, and Police Department. The Department of Neighborhood Services and Inspections, Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, as to whether the premises meet the requirements hereof, along with any other pertinent information. The Police Department shall report in writing, to the City Attorney, as to any police record of applicant which may reflect upon their good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation based thereon as to whether or not the license should be granted. Such reports shall be delivered to the City Clerk or clerk for the Licensing/Permit Committee who, in turn, shall deliver them with the application, to the Licensing/Permit Committee. Such Committee shall recommend to the Common Council either the granting or denial of the application or such other action as may be appropriate.

~~J~~K. Conditions of Operation.

1. All~~Full-time, trained~~ supervision, whether paid or unpaid, must be trained in the requirements of this ordinance and in the policies of the Refuge Center .

2. ~~must be actively providing on-premises supervision d~~During all operating hours, trained supervisory staff must be on premises and actively providing supervision to other staff, volunteers, and clientele.

a. Staffing provided must be adequate to serve the program needs of the clientele. Adequate staffing shall be determined based upon the professionally accepted standards to address the mental, physical and social needs of the clientele.

b. All staff~~, excluding directly supervised volunteers, shall~~ must be at least 18 years old. Volunteers who assist in the operation of the Refuge Center on an interim basis, but no more than any part of two days in any four-month period may be under 18 years of age.

c. At least ~~two~~ **one** member~~s~~ of~~All~~ staff~~, excluding directly supervised volunteers, must~~ holding current certification from the American Heart Association or the American Red Cross in first aid must be on premises at all times that the Refuge Center is open for business. A copy of the certification card for each staff member shall be on file at the licensed Refuge Center and subject to inspection.

d. All staff must be trained in fire/emergency procedures including the proper use of fire extinguishers.

e. All staff must have orientation training for the special needs of individuals who are homeless, experience mental health issues, chemical abuse issues, or intimate partner/domestic violence issues.

3. The Refuge Center must operate in compliance with the Fire Prevention Code, the Property Maintenance Code, and all other City ordinances.

4. Provide restrooms in compliance with the federal Americans with Disabilities Act with an adequate number of fixtures for the number of occupants.

5. Allow clientele access for restroom privileges during all hours of operation.

6. If the clientele of the Refuge Center will include minors, all staff shall have a criminal background check conducted annually by the Refuge Center licensee which shall be subject to inspection.

7. If the clientele of the Refuge Center will include minors, the Refuge Center licensee must have procedures in place that assure that no individual minor will be alone in any enclosed space with any one adult who is not the minor's parent, guardian, spouse, or sibling.

8. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties and public right-of-way, and of an intensity compatible with the neighborhood. The light shall be positioned and maintained in a manner that does not unreasonably provide annoyance to residents of neighboring properties.

~~K~~L. Enforcement.

The Director of the Department of Neighborhood Services and Inspections, the Fire Chief, the Chief of Police, and the Director of Environmental Health for the County of Kenosha shall have the primary responsibility to enforce this Ordinance within their jurisdiction. In the event that any of the aforementioned directors or chiefs receive a complaint outside of their jurisdiction, they shall refer it to the Department having proper jurisdiction.

After normal City Municipal Building working hours, all complaints shall be made to the Police Department, who, where the complaint is outside of its jurisdiction, shall take the complaint and refer it to the Department having proper jurisdiction. This Ordinance shall be enforced by the following City Departments (Enforcing Departments) as follows:

1. By the Director of the Department of Neighborhood Services and Inspections or designee thereof, with respect to the Building Code (Chapter IX of the Code of General Ordinances for the City of Kenosha) the Sign Code (Chapter XV), the Property Maintenance Code (Chapter XVI), the Zoning Ordinance, and other provisions of the Code of General Ordinances not otherwise enforced by other Enforcing Departments, along with the responsibility of investigating complaints to the effect that a person is engaged in an activity requiring a license hereunder without first having obtained said license.

2. By the Fire Chief, or designee thereof, with respect to the Fire Prevention Code (Chapter III).

3. By the Chief of Police or designee thereof, with respect to Good Order and Conduct Code (Chapter XI) and Noise Control Code (Chapter XXIII).

4. By the Health Director or designee thereof, with respect to the Health Code (Chapter IV) and Noise Control Code (Chapter XXIII).

~~L~~M. Inspections.

Applicants and Licensees shall permit authorized representatives of any Department of the City or County having enforcement powers hereunder to inspect the premises proposed to be licensed or licensed, with or without advanced notice, as often as may be required to permit said Departments to a perform their duties and assure compliance with this Ordinance, without first obtaining a special inspection warrant. Inspections shall be made during normal hours of business operation unless emergency circumstances require prompt action to protect the public health, safety, or welfare, or to preserve evidence of noncompliance with this Ordinance. The unreasonable failure to permit inspections shall be grounds for license denial, suspension, or revocation. Upon notice of application by the City Clerk to the Enforcing Departments, they shall inspect the premises/equipment of each license applicant and licensee seeking license renewal, where they have duties with respect thereto, as part of the application/license renewal process and prior to application review. The Fire Chief, or designee thereof, shall make periodic inspections of Licensee premises/equipment during the license period and report apparent violations of this Ordinance over which it does not have jurisdiction to any Enforcing Department having jurisdiction thereover. Enforcing Departments may also inspect the premises/equipment of any Licensee upon a complaint being made with respect thereto by any person.

~~M~~N. Orders.

It shall be unlawful for any licensee to fail to obey any final order of any Enforcing Department which was issued under the authority hereof.

~~N~~O. Appeals From Orders.

A Licensee, where the public health, safety or welfare is not in immediate jeopardy, may appeal to the Common Council any order issued by any Enforcing Department under authority of this Ordinance. Orders issued pursuant to ordinances subject to specific appeal procedure must be appealed through that specific appeal procedure. All other orders issued pursuant to ordinances that are not subject to a specific appeal procedure, may be appealed to the Common Council by filing a written Notice of Appeal with the Enforcing Department that issued the order within ten (10) days of receipt of said order, or within the compliance period, whichever is shorter. The Common Council may direct that an appeal to it be heard by a Committee thereof.

~~O~~P. Licensees/Responsibility.

Licensee shall, with respect to the conduct of their operation, have a duty to supervise their employees and clientele, and for purposes of license discipline proceedings, shall be responsible for the acts thereof .

~~P~~Q. Revocation and Suspension Of Licenses.

The Common Council may, for just cause, suspend or revoke any license herein provided, upon serving such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Just cause shall include, but not be limited to:

1. Failing to maintain a status of good moral character and business responsibility.
2. Obtaining the license through fraud or misrepresentation.
3. Operating contrary to the terms of this Ordinance.
4. Failing to commence doing business within ninety (90) days of being granted a license.

~~Q~~R. Disciplinary Hearings.

Disciplinary hearings, including suspension and revocation hearings, may be held before the Common Council or before the Committee charged with license review responsibilities. The Licensing/Permit Committee, when it conducts a hearing, shall submit a report to the Common Council, including findings of fact, conclusions of law and a recommendation as to what action, if any, the Common Council should take with respect to the license. Said Committee shall provide the complainant and the licensee with a copy of the report. Either the complainant or Licensee may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the Common Council, after considering the Committee's report and any arguments presented by complainant or Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension or revocation of the license, it shall be suspended, revoked, or not renewed as provided by law. If the Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension or revocation to the party whose license is affected. The Common Council may also order corrective action to be taken within a specified time as a condition of license maintenance, at any time, following notice and an opportunity to be heard.

~~R~~S. Penalty.

Any person who shall violate any of the terms and conditions of this Ordinance shall, upon conviction thereof, forfeit not more than Five Hundred ($500) Dollars, plus the costs of prosecution, in addition to all applicable surcharges and assessments, and in default of the timely payment thereof be confined in the County Jail for a period not to exceed thirty (30) days.

Section 3: This Ordinance shall become effective upon passage and publication.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

DRAFT 8.04.10

BY: ALDERPERSON DAVID BOGDALA
ALDERPERSON ANTHONY NUDO

TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE CODE OF GENERAL ORDINANCES REPLACING "CITY PLAN COMMISSION" WITH "COMMON COUNCIL".

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

Section One: Chapter 1.31 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

C. Review Guidelines. The ~~City Plan Commission~~Common Council will review Public Art Proposals and accept only those Proposals which are in the best interest of the City, and meet the goals and criteria and the other requirements of this Ordinance.

Section Two: To eliminate "City Plan Commission" from the title of Chapter 2.02 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin as follows:

5. Review and Report by the ~~City Plan Commission,~~ Committees of Council~~;~~ and Adoption by the Common Council.

Section Three: Chapter 15.02 "Definitions" of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

Unified Business Center. A shopping center consisting of a group of permitted and/or conditional retail and/or commercial uses which are located in multiple buildings on a single lot or group of lots. The center is planned, developed and functions as a unit with common shared access, building materials and/or architectural features. A Unified Business Center is located on property zoned B-2. A Unified Business Center must be so designated by the ~~ity Plan Commission~~~~C~~ Common Council.

Section Four: Chapter 17.04 E. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

E. Land Suitability. No land shall be divided for any use which is determined to be unsuitable for such use by the ~~City Plan Commission~~Common Council, upon the recommendation of the City Engineer or any other agency consulted by the ~~City Plan Commission~~Common Council, for reason of flooding, inadequate drainage, adverse soil condition or rock formation, unfavorable topography or any other feature likely to be detrimental to the health, safety or welfare of the future residents/occupants of

the proposed Land Division. In addition, the City may require that lands altered or filled to a depth of four (4') feet or more with earth or nonearth materials shall not be divided into building sites, except where soil tests prepared by a professional engineer clearly show that the soils are suited to development. Soil reports may be required to consider, but need not be limited to, an evaluation of soil permeability, depth to groundwater, depth to bedrock, soil bearing capacity, soil compaction, and the presence of toxic or hazardous materials. Where the ~~City Plan Commission~~Common Council determines land is not suitable for development, it shall, in writing, recite the particular facts upon which it bases its conclusion and afford the Subdivider an opportunity to present evidence in rebuttal to such finding of unsuitability. Thereafter, the ~~City Plan Commission~~Common Council may affirm, modify, or withdraw its determination of unsuitability

Section Five: Chapter 17.04 L.1. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

1. The City Planner shall, within thirty (30) days from the date of filing of the survey with the City Planner, unless the time is extended by mutual consent of the City Planner and Subdivider, approve or reject the survey, and transmit the decision in writing to the Subdivider. If the Survey is rejected, the reason(s) shall be stated in a written statement forwarded to the Subdivider. Any Subdivider objecting to the decision of the City Planner may appeal the decision to the ~~City Plan Commission~~Common Council. Such appeal shall be filed with the City Planner within thirty (30) days of the date of the decision by the City Planner.

Section Six: Chapter 17.09 I. Paragraph 2 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

I. Public Sites and Open Spaces. Suitable sites of adequate area shall be dedicated or reserved for schools, parks, environmental corridors, drainage ways and other public purposes as provided in the Development Agreement. If designated on the Comprehensive Plan, such areas shall be made a part of the Plat as stipulated in Section 17.04 C. of this Ordinance. If not so designated, consideration shall be given in the location of such sites to the preservation of scenic and historic sites, woodlands, and other environmentally significant lands.

The Subdivider of land in the City of Kenosha shall, at the discretion and direction of the ~~City Plan Commission~~Common Council, either dedicate public and open space lands designated on the Comprehensive Plan or where no public or open space lands are dedicated, pay a public site fee. The ~~City Plan Commission~~Common Council shall, at the time of reviewing the Preliminary Plat or Certified Survey Map, select one of the following options and record such selection in the minutes of the meeting at which the Land Division is presented for approval.

Section Seven: Chapter 17.10 C. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

C. Grading. After the installation of the temporary block corner monuments by the Subdivider and establishment of street grades by the City Engineer, the Subdivider shall grade the full width of the right-of-way of all streets proposed to be dedicated in accordance with plans and standard specifications approved by the ~~City Plan Commission~~Common Council, upon the recommendation of the City

Engineer. The Subdivider shall grade the roadbeds in the street right-of-ways to subgrade. Cut and filled lands shall be graded to a maximum slope of one on four or the soil s angle of repose, whichever is the less, and covered with permanent vegetation.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

DRAFT 10.13.10

TO REPEAL AND RECREATE SUBSECTION 10.04 C.2 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING RESTRICTIONS

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

Section One: Subsection 10.04 C.2 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ZONING ORDINANCE NO. _____

DRAFT 08/10/10

BY: ALDERPERSON DAVID BOGDALA
ALDERPERSON ANTHONY NUDO

TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING ORDINANCE REPLACING "CITY PLAN COMMISSION" WITH "COMMON COUNCIL".

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

Section One: Paragraph 3.29 H.3 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

3. City Plan Commission. The City Plan Commission will review the development application using the standards referenced in this Section after considering the recommendation from the Harborpark Management Team and recommend to the Common Council that it either approve, deny or modify the application. The City Plan Commission, during the review process, may request the applicant or City departments or agents to furnish additional information and reports relevant to the scope and standard of review.

Section Two: Subsection 3.30 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

H. Review and Decision Process. City Plan Division and City Department Review. The City Plan Division and applicable City departments will review the development application using the standards referenced in this Section, make a written recommendation and forward the recommendation to the ~~City Plan Commission~~Common Council.

Section Three: Paragraphs 3.31 M.1 and M.2 (introduction) of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

M. Special Exceptions.

1. Procedure. Special exception requests shall be made in writing to the Department of City Development. Any special exception granted shall be considered unique to the project and will not set any precedent for future decisions. The ~~City Plan Commission~~Common Council is designated the authority for granting a special exception from the requirements of the District. The special exception shall only be granted to the minimum extent practical in order to provide relief to the requirements of the District.

2. Criteria. The ~~City Plan Commission~~Common Council may consider granting a special exception from the requirements of the District, provided that all of the following criteria are met:

Section Four: To eliminate City Plan Commission from the title of Section 4.02 of the Zoning Ordinance for the City of Kenosha, Wisconsin, as follows:

4.02 REVIEW AUTHORITY - CITY PLAN DIVISION~~, CITY PLAN COMMISSION~~ OR COMMON COUNCIL

Section Five: Paragraph 4.05 A.1 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

A. General Provisions.

1. These Development Standards are minimum standards and additional standards or conditions may be required for individual developments when such have a unique set of circumstances. The ~~City Plan Commission~~Common Council may establish and adopt additional standards or conditions for conditional uses, and a copy of such additional standards and conditions shall be on file in the City Plan Division office and available to the public.

Section Six: Subparagraph 4.06 D.13.g.(5) of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

(5) New Communication Towers Utilizing Stealth Design. New Communication Towers utilizing Stealth Design, which do not meet the yard requirements or spacing requirements of Sections 4.06 D.13.g.(1) through (4) may be constructed when so authorized by the ~~City Plan Commission~~Common Council. All equipment facilities constructed under authorization of this Section shall be located underground or within the principal structure on the Site.

Section Seven: Subparagraph 6.02 A.4.b. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

b. New construction within the B-3 District requires loading spaces equal to fifty (50%) percent of the loading requirements of 6.02 D. of this Ordinance, unless reduced loading requirements are authorized by the Common Council ~~City Plan Commission~~ through the approval of a Conditional Use Permit. (Refer to Section 4.0 of this Ordinance for the conditional use review procedures.) New construction shall be defined as any new principal building or structure, or any addition to an existing building or structure which exceeds fifty (50%) percent of the total assessed value of the existing building or structure.

Section Eight: Subparagraph 6.02 A.5.a**.** of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

a. New construction within the B-4 District requires loading spaces equal to fifty (50%) percent of the loading requirements of Section 6.02 D. of this Ordinance, unless reduced loading requirements are authorized by the Common Council ~~City Plan Commission~~ through the Conditional Use Permit.

Section Nine: Section 6.03 of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

6.03 RELIEF FROM PARKING AND LOADING REQUIREMENTS Reduced parking and loading requirements may be approved under a Conditional Use Permit or Site Plan Review, when so authorized ~~by the CPC in the case of a review authority of CPD or CPC or~~ by the Common Council ~~in the case of review authority of the Common Council~~. The ~~CPC or~~ Common Council shall hold a public hearing on the request and all owners within one hundred (100') feet of the property, excluding street right-of-ways, shall be notified by mail of the hearing.

Section Ten: Subsection 10.05 A. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

10.05 COMMON COUNCIL'S ACTIONS **A. Common Council Action**. Following such hearing and after careful consideration of the City Plan Commission's recommendations, the Common Council shall vote on the passage of the proposed rezoning. ~~The City Plan Commission's unfavorable recommendations may only be overruled by three-fourths (3/4ths) of the members of the Common Council voting on the proposed rezoning. Other r~~Rezonings, except where a valid protest petition is filed, shall require a simple majority vote of the members of the Common Council voting on the proposed rezoning.

Section Eleven: Subsection 14.06 K. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

K. Appeals. Any petitioner/applicant objecting to any decision of Review Authority - City Plan Division- CPD related to Site Plan Review may appeal the decision to the Common Council ~~City Plan Commission~~. Such appeals shall be filed, accompanied by the fee therefor established by the Common Council, from time to time, by Resolution, with the City Clerk/Treasurer within thirty (30) days of the decision with the City Plan Division. The Common Council ~~City Plan Commission~~ shall hold a hearing of an appeal within forty-five (45) days of the filing of the appeal. The Common Council ~~City Plan Commission~~ shall notify the appellant of the hearing by mail. At the hearing, the appellant shall appear in person or by agent or attorney.

Section Twelve: Paragraph 14.07 B.12. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

12. Industrial buildings authorized to be constructed within the City shall conform with the design guidelines hereinafter set forth:

a. Building exteriors of all new industrial buildings shall be constructed entirely of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials. Other decorative and textured materials may also be used to meet these requirements when authorized by the Common Council ~~City Plan Commission~~. Aviation related buildings located at the Kenosha Regional Airport are exempt from these requirements.

b. Additions to industrial buildings shall be constructed entirely with materials that are comparable with the materials of the existing building. On an existing industrial building that does not

have architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of two-thirds (2/3rds) of the exterior of any side which abuts a public street or residential district, building additions shall comply with the following requirements:

(1) Any addition to an existing building which creates an exterior side which abuts a public street or a residential district shall consist of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of the lower two-thirds (2/3rds) of the building exterior sides of both the addition and existing building which abuts a public street or a residential district. Exceptions to the two-thirds (2/3rds) requirement for any existing building exterior side which abuts a public street or residential district that has less than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials, may be granted when so authorized by the Common Council ~~City Plan Commission~~.

(2) Any additions to existing buildings which are subject to the requirements of Paragraph 12.b. (1)above, and have an exterior side which abuts an interior side lot line and is adjacent to the front exterior shall be constructed with architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on the lower two-thirds (2/3rds) of the building exterior for a minimum of twenty (20') feet from the building front or to a natural dividing point approved by the City Plan Department. Exceptions to the twenty (20') foot requirement for any existing building exterior side which abuts an interior side lot line and is adjacent to the front exterior that has less than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials on the front twenty (20') feet may be granted when so authorized by the Common Council ~~City Plan Commission~~.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON JESSE DOWNING

TO RECREATE SECTION 10.03.B. REGARDING "OPERATORS AND AGENTS INSPECTION AND RECOMMENDATION"; TO RECREATE 10.03.C.1. REGARDING "RETAIL AND WHOLESALE ESTABLISHMENTS"; TO REPEAL AND RECREATE SECTION 10.03.D.1. REGARDING "RETAIL CLASS A LIQUOR LICENSES"; TO REPEAL AND RECREATE SECTION 10.063.D. OF THE CODE OF GENERAL ORDINANCES REGARDING "CRITERIA FOR LICENSE REVOCATION, NONRENEWAL OR SUSPENSION"

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

Section One: Section 10.03.B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby recreated as follows:

B. Operators and Agents Inspection and Recommendation. Applications for agent status or Operator's Licenses 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 should be granted or agent status approved. In the event the application is determined to be untrue, incorrect or incomplete upon review by the City Attorney, the application shall be denied. Said Committee shall recommend to the Common Council either the granting or denial of the application.

Section Two: Section 10.03.C.1. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby recreated as follows:

C. Retail and Wholesale Establishments.

1. Upon receipt of an application for a new Retail Class "A", Class "B", "Class B" or "Class C" License or combination thereof or Wholesale License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted. In the event the application is determined to be untrue, incorrect or incomplete upon review by the City Attorney, the application shall be denied.

Section Three: Section 10.03.D.1. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

D. Retail Class A Liquor Licenses.

1. Upon receipt of an application for a new Retail "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either

jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted. In the event the application is determined to be untrue, incorrect or incomplete upon review by the City Attorney, the application shall be denied.

Section Four: Section 10.063.D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

D. Criteria For License Revocation, NonRenewal Or Suspension.

1. Any Licensee who holds a license subject to a one (1) year term; who within two (2) consecutive License terms, equals or exceeds a total of one hundred (100) demerit points for the below described conduct committed by Licensee, or employee or agent thereof, whether or not charged and/or convicted, shall have their License subject to revocation, nonrenewal or suspension, within the discretion of the Common Council.

2. a. The Common Council may, but is not obligated to, revoke a license, with a term of one (1) year, issued hereunder upon the accumulation of one hundred (100) demerit points within seven hundred thirty (730) consecutive days, subject to the following. With respect to the first accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of at a minimum of a license suspension of ten (10) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to the second accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of at a minimum of a license suspension of thirty (30) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to a third accumulation of one hundred (100) demerit points within said seven hundred thirty (730) consecutive days, the disciplinary action shall consist of revocation.

b. The Common Council may, but is not obligated to, revoke a license, with a term of two (2) years, issued hereunder upon the accumulation of one hundred (100) demerit points within one thousand four hundred sixty (1,460) days,
subject to the following. With respect to the first accumulation of one hundred (100) demerit points within said one thousand four hundred sixty (1,460) days, the disciplinary action shall consist of at a minimum of a license suspension of ten (10) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to the second accumulation of one hundred (100) demerit points within said one thousand four hundred sixty (1,460) days, the disciplinary action shall consist of at a minimum of a license suspension of thirty (30) consecutive days, plus an assessment of seventy-five (75) demerit points. With respect to a third accumulation of one hundred (100) demerit points within said one thousand four hundred sixty (1,460) days, the disciplinary action shall consist of revocation.

3. Where a license has been suspended, the license, during the period of suspension, shall not be conditionally surrendered or transferred to another party or place.

4. In the event of license revocation, nonrenewal or suspension hereunder, the City Clerk shall, within ten (10) days of the disciplinary action, mail a report to the State Department of Revenue giving the name of the licensee, the address of the licensed premises and a full description of the discipline imposed.

5. Where a license is revoked hereunder, the revocation shall be recorded by the City Clerk and no other license issued under Chapter 125, Wisconsin Statutes, may be granted within twelve (12) months of the date of revocation to the person/party whose license was revoked. No part of the fee paid for any license so revoked may be refunded.

6. Demerit Points. Demerit points are not deemed a penalty hereunder. Demerit points are a means of tracking the performance of licensees under this Chapter. In determining the accumulated demerit points against a license, the City shall use the date each violation was committed as the basis for the determination.

a. Twenty (20) Demerit Points.

1. Violation of Chapter 125, Wisconsin Statutes.

2. Violation of Chapter X (10) of the Code of General Ordinances.

3. Violation of any City or County Gambling Ordinances or knowingly permitting any person to commit such violation.

4. Operating without a Cabaret License when one is required or operating contrary to the conditions of a required Cabaret License, whether or not one is held.

5. Violation of **Chapter XI (11)** of the Code of General Ordinances.

6. Violation of any Federal, State or local law regarding licensure unless otherwise specified in this Ordinance.

7. A civil violation of Sections 346.63(1)(a) or (b), Wisconsin Statutes, or any local ordinance in conformity therewith.

8. Violation of a State or Federal misdemeanor criminal law or knowingly permitting any such violation.

9. Possession of marijuana off of a licensed premises, except where the violation is a felony.

10. Violation of any other State, County or Municipal offense, which are substantially similar to those violations listed above.

b. Forty (40) Demerit Points:

1. Obstructing or resisting any law enforcement officer or knowingly permitting any person to engage in such conduct.

2. Failing to appear before the Committee or Common Council when ordered to do so by either such body.

3. A conviction for a criminal violation of §346.63, Wisconsin Statutes, relating to operating a motor vehicle while under the influence of an intoxicant or controlled substance, or with a prohibited blood alcohol concentration.

c. One Hundred (100) Demerit Points:

1. Violation on a licensed premises of any municipal, State, or Federal law prohibiting the possession, attempted possession, trafficking in, delivery, attempted delivery, or possession with intent to deliver any controlled substance or marijuana, or knowingly permitting any person to commit such violation.

2. A conviction for a violation of State or Federal criminal law which is a felony, if the circumstances of the charge substantially relate to the circumstances of the licensed activity.

3. Noncompliance with a Court ordered alcohol and drug assessment and driver safety plan.

4. Violation of an Order of the Common Council.

d. Demerit Points Doubled. In determining the accumulated demerit points against a license, the demerit points for any violation occurring on a third date within 365 consecutive days of a prior violation shall be assigned double the point assessment listed above. Once assigned, points shall not be reduced.

7. Discretionary Demerit Points: Nonscheduled offenses shall be the subject of such number of demerit points as designated by the Common Council, within its discretion.

8. No Demerit Points. Violation of Section 125.68(9)(c), Wisconsin Statutes.

9. Offenses Not Considered. No offenses will be considered respecting new applications for demerit points if the date of the violation is more than five (5) years prior to the date of application, except a felony which is material to the licensed activity.

10. Demerit Point Appearance. During the course of a licensing term, if it is determined that a license has accumulated eighty (80) demerit points within three hundred sixty-five (365) consecutive days, the clerk shall issue licensee an order to appear before the Licensing/Permit Committee. Failure to appear as ordered shall result in the assessment of twenty (20) demerit points. The assessment dates shall be the date of the notice.

Section Five: These Ordinances shall become effective upon passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO.

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL THE INTRODUCTORY LANGUAGE OF SECTION 1.06 REGARDING "CITY BOARDS AND COMMISSIONS"; TO CREATE PARAGRAPH 2 OF SUBSECTION 29.03.3 REGARDING "FINANCIAL DISCLOSURE" TO EXEMPT MEMBERS OF CITY BOARDS AND COMMISSIONS THEREFROM;AND TO REPEAL AND RECREATE SUBSECTION 29.04.1 AND SUBSECTION 29.04.2 OF THE CODE OF GENERAL ORDINANCES REGARDING "TIME FOR FILING"

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

Section One: To repeal and recreate the introductory language of Section 1.06 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

1.06 CITY BOARDS AND COMMISSIONS. Each member of a City Board or Commission shall take and file the official oath substantially similar to that required in subsection 19.01(1) of the Wisconsin Statutes, prior to assuming the position.

Section Two: To create Paragraph 2 of Subsection 29.03.3 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

City Board and Commission members are exempt herefrom.

Section Three: To repeal subsection 29.03.4 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

Section Four: To repeal and recreate Sections 29.04.1 and 29.04.2 of the Code of General Ordinances for the City of Kenosha, Wisconsin, as follows:

29.04 TIME FOR FILING City officers, employees and candidates for office shall file their statement of economic interest within the following time limits:

1. For new officers and employees, within thirty (30) days after taking their office or position.
2. For current officers and employees, within thirty (30) days after the effective date of this Ordinance.
3. For candidates for City elected office, by 4:30 P.M. on the next working day following the last day for the filing of nomination papers.

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

ATTEST: _____ City Clerk

APPROVED: _____Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

TO AMEND SUBSECTION 1.03 B. PARAGRAPH 2, OF THE CODE OF GENERAL ORDINANCES REGARDING MAJORITY

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

Section One: Subsection 1.03 B. Paragraph 2 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

> If the Mayor is absent at the designated time of any meeting, the President of the Council shall preside, and during the absence or inability of the Mayor, shall have the powers and duties of the Mayor excepting that he/she shall not have the power to approve an act of the Council which the Mayor has disapproved by filing an objection with the Clerk. He/she shall, when so officiating, be styled "Acting Mayor". The President shall have a one (1) year term. The President shall be eligible to serve two (2) consecutive terms. The President shall be elected by the Common Council at the organizational meeting on the third Tuesday of April following a regular City Election; and, in off-election years, the President shall be ~~appointed~~ elected at the second regular meeting during the month of April. Election will be by secret ballot. The ballot will contain the names of all eligible alderpersons. Voting will continue until either one candidate receives a majority of votes legally cast, or in the event of an equally divided Common Council, between only two candidates, the Mayor casts a tie-breaking vote to create a majority of those voting.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SUBSECTION 1.03 C.2. OF THE CODE OF GENERAL ORDINANCES REGARDING COMMITTEE COMPOSITION

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

Section One: Subsection 1.03 C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

2. COMPOSITION; COMMITTEE SERVICE: CHAIR

a. A Composition of Standing Committees

The Committees on Finance and Public Works shall consist of six (6) members of the Council and the Committees on Public Safety & Welfare and Licenses/Permits shall consist of five (5) members of the Council, all which members shall be appointed by the Mayor on or before the first Monday of May of each even numbered year.

b. Alderpersons to Serve on Committee

(1) Every alderperson shall serve on a committee and shall serve on the committee to which he or she is appointed, unless either relieved or removed from service on that committee.

(2) Upon request of an alderperson, he or she may be relieved from service on a committee for the remainder of the term upon majority vote of all members of Common Council.

(3) No alderperson may be removed from service on a committee against his or her will unless good cause is shown therefor to the Common Council by another alderperson and two-thirds of the members of the Common Council vote for the removing the alderperson for the remainder of his or her term.

(4) The vacancy on a Committee will be filled by appointment by the Mayor.

(5) Any alderperson either relieved or removed from service on one Committee may be appointed by the Mayor to any Committee that has a vacancy other than a committee from which the alderperson has been removed under division 1.03 (c) 2 b (3).

c. Committee Chair. The Chair~~man~~person of each such Committee shall be elected annually on or before the third Monday in May of each year by majority vote of the members of each respective Committee. Votes cast for Chair~~man~~person by members of each Committee may be by secret ballot. The Mayor shall, on or before the first Monday of May each even-numbered year appoint one (1) member of each Committee as Acting Chair~~man~~person until the respective Committee elects ~~one~~ a chairperson. ~~Every Alderman shall serve on a Committee and shall serve on the Committee to which he is appointed, unless excused by a majority of the members of the whole Council.~~

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.03.10

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SUBSECTION 1.03 C.6. OF THE CODE OF GENERAL ORDINANCES, REGARDING AGENDA OF COMMITTEE

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

Section One: Subsection 1.03 C.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

6. Agenda of Committee.

(a) The chairman or secretary of each Committee shall prepare a written agenda of matters to be considered at its next meeting in time so that every alder~~man~~person will have a copy thereof at least 24 hours before such meeting. A copy of such agenda shall be mailed to each alder~~man~~person at his residence. This requirement shall apply to Special Committees created under authority of **§1.03 C.4.**, hereof.

(b) Except for routine items, no matter shall be placed on a Committee Agenda unless it is first referred to the Committee by the Common Council or unless the Committee Chairperson or Acting Committee Chairperson assents to the inclusion of such item on the Committee's Agenda.

(c) If any item is referred from the Common Council to a committee that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not refuse to place that item on his/her immediately next legally available agenda unless the alderperson for the affected district consents or an alderperson from one of the limited number of districts consents to the delay.

(d) If an item has been placed on a published Committee agenda that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not withdraw the item without the consent of the alderperson of one of the districts particularly affected.

(e) If an item has been placed on a published Committee agenda that is an ordinance or resolution sponsored by an alderperson or alderpersons, the Committee Chairperson may not withdraw the item without the consent of the sponsor, or majority of the sponsors if more than one.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	Action Sheet	September 9, 2010

To Repeal and Recreate Section 2.02 A.4 of the Zoning Ordinance of the City of Kenosha Regarding the Granting of Temporary Uses. PUBLIC HEARING

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	2	4	
DENY			
RECEIVE AND FILE			

FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL	09/20/10	1 hard copy/1 email copy
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
PUBLIC SAFETY & WELFARE		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/action-zo-tempuse-202A4.odt

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 1
To Repeal and Recreate Section 2.02 A.4 of the Zoning Ordinance of the City of Kenosha Regarding the Granting of Temporary Uses. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City - Wide

NOTIFICATIONS/PROCEDURES:

This item requires approval by the Common Council.

ANALYSIS:

- The proposed Ordinance will change the review authority of temporary uses from the City Plan Commission to the Common Council.
- The Ordinance would also allow the Common Council to grant annual renewal of temporary uses.
- ***The City Plan Commission, at their meeting on August 26, 2010, deferred action on the proposed Ordinance for a period of 45 days. Kenosha Unified School District has three pending Temporary Use applications for portable classrooms (Bradford, Tremper and Bose) which cannot be addressed until the proposed Ordinance is adopted by the Common Council. If the City Plan Commission desires to take action on this item at this meeting, an affirmative 2/3 vote is required to consider this item to then enable a subsequent vote to be taken on the Ordinance itself.***

RECOMMENDATION:

A recommendation is made to approve the Ordinance.

Jeffrey B. Labahn, Director of City Development
/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/fact-zo-tempuse-202A4.odt

ORDINANCE NO. _____

BY: ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON DAVID BOGDALA
ALDERPERSON THEODORE RUFFALO
ALDERPERSON ANTHONY NUDO
ALDERPERSON RAY MISNER

TO REPEAL AND RECREATE SECTION 2.02 A.4 OF THE ZONING ORDINANCE OF THE CITY OF KENOSHA REGARDING THE GRANTING OF TEMPORARY USES

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

Section One: Section 2.02 A.4 of the Zoning Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

4.“Temporary Uses”:

a. Temporary construction buildings and structures and the storage of building materials and equipment specifically used during the construction of a residence on a lot in any residential district; roadside stands for the display and sale of agricultural products in the A-1 and A-2 Districts and any Business District; farmer markets in any Business or IP District; temporary cement batch plant on a lot in any district; the use of a lot in any district for the annual display and sale of Christmas trees and ornaments; and temporary carnivals and circuses, as defined by the City under Chapter 12 of the Code of General Ordinances, located in the B-2, B-3, M-1, M-2 or IP Districts, conducted for less than thirty (30) days. Temporary uses shall not exceed twelve (12) months duration and shall be subject to applicable City licensing requirements unless renewed. Each renewal period may not exceed twelve (12) months in duration.

b. The temporary use of a building or trailer for the purpose of operating a business or a building accessible to the public until a permanent conforming building is constructed shall be permitted only upon petition to and approval by the Common Council, subject to the imposition of reasonable conditions, including, but not limited to, duration of use, operational plan and compliance with all City Codes and Ordinances. The Common Council may approve a temporary use and renewals thereof. The temporary use and each renewal thereof may be for a period not to exceed twelve (12) months.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	Action Sheet	September 9, 2010

Petition to rezone property located at 6041 30th Avenue from M-2 Heavy Manufacturing to B-2 Community Business District, District #11. (Pfarr) PUBLIC HEARING

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	6	0	
DENY			
RECEIVE AND FILE			
FORWARD TO	***MEETING DATE***	***INFO FORWARDED***	
COMMON COUNCIL	09/20/10 10/04/10	1 copy/1 email copy	
FINANCE			
LEGAL	Ordinance (Old)		
PUBLIC WORKS			
PARKS			
PUBLIC SAFETY & WELFARE			
WATER UTILITY			

Rich Schroeder
Assistant City Planner

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/action-rezone-pfarr.odt

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: **TO REZONE PROPERTY LOCATED AT 6041 30th AVENUE FROM M-2 HEAVY MANUFACTURING TO B-2 COMMUNITY BUSINESS DISTRICT, IN CONFORMANCE WITH SECTION 10.02 OF THE ZONING ORDINANCE, DISTRICT #11 [PFARR]**

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

Section One: That the land shown on the attached Supplement Map No. Z7-10 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 2

Petition to rezone property located at 6041 30th Avenue from M-2 Heavy Manufacturing to B-2 Community Business District, District #11. (Pfarr) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 6041 30th Avenue
Neighborhood: McKinley-Roosevelt

Vicinity Zoning/Land Use

North: M-2/Mixed Uses	East: M-2/Mixed Uses
South: M-2/Mixed Uses	West: RG-1/Residential

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The property owner is requesting to rezone the property from M-2 Heavy Manufacturing to B-2 Community Business District. The purpose of the rezoning is to utilize the existing building for an insurance office as well as continuing the existing use as a brake shop and woodworking shop.
- Rezoning of the property to B-2 Community Business District is consistent with the existing land uses in the area and the adopted *Comprehensive Plan for the City of Kenosha: 2035* which lists this site as a Mixed Use.
- No changes are proposed to the building or site. Therefore, a Conceptual Plan has not been provided by the applicant.
- The applicant would be required to obtain an Occupancy Permit for the new insurance office if the rezoning is approved by the Common Council.

RECOMMENDATION:

A recommendation is made to approve the Rezoning.

Brian R. Wilke, Development Coordinator
1CPC/2010/Sep9/fact-rezone-pfarr

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

Vicinity Map

Pfarr Rezoning

DCD ~ City Plan Division ~ JBL ~ BRW ~ 8-6-2010 ~ mc

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z7-10

ORDINANCE NO. _____

Pfarr Petition

Property requested to be rezoned from:

M-2 Heavy Manufacturing to B-2 Community Business

NORTH

0 100'

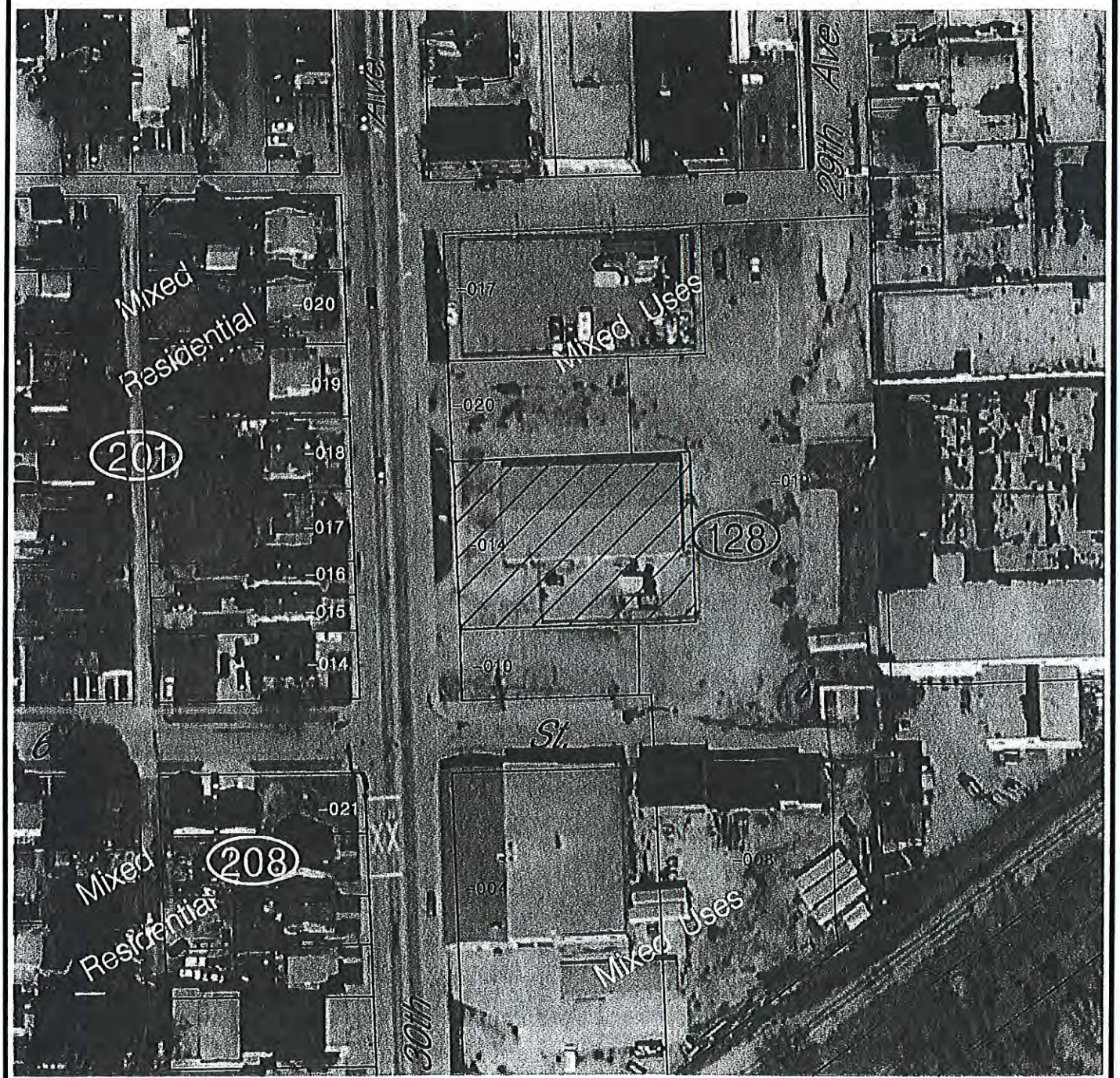
122-01-1

DCD ~ City Plan Division ~ JBZ ~ BRW ~ 8-6-2010 ~ mc

CITY OF KENOSHA

Land Use Map

Pfarr Rezoning



NORTH

0 100'

Property requested to be rezoned

122-01-1

DCD ~ City Plan Division ~JBL ~ BRW ~ 8-6-2010 ~ mc

July 23rd 2010

Valarie Pfarr
6040 39th Ave
Kenosha WI 53142
262-654-1006

To City of Kenosha Zoning Coordinator:

I am looking to relocate my insurance agency office to the building that I own at 6041 30th Avenue in Kenosha, WI. I would like to apply for B-2 Zoning. The building that we would like to relocate to is also being rented out for use. Right now there is a Brake Shop that deals with fixing up automobile brakes, and also a Cabinetry shop that deals with making cabinets and countertops for commercial businesses.

I am an Agent for American Family Insurance and I feel my business would grow if I were located at the building I own. I plan on installing canopies on the front of the building. The building is completely enclosed, with my office being in the front of the building.

I appreciate the time you are taking to review my request.

Thank you,

Valarie D. Pfarr

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: B2- ZONING (VALARIE PFARR)

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

☒ Name and Address of Applicant [Please print]:
VALARIE PFARR
6041- 30th AVE
KENOSHA, WI 53142

Phone: 262-654-1006
Fax: 262-654-7038
E-Mail: vpfarr@aol.com

☐ Name and Address of Architect/Engineer [Please print]:

Phone:
Fax:
E-Mail:

☐ Name and Address of Property Owner (if other than applicant)[Please print]:

Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 6041- 30th AVE
KENOSHA, WI 53142

Type of Land Development

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

☐	Certified Survey Map	Section 1	Page 2
☐	Concept Review (*Land Division*)	Section 2	Page 3
☐	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 4
☐	Conditional Use Permit	Section 4	Pages 5 & 6
☐	Developer's Agreement	Section 5	Page 7
☐	Final Plat	Section 6	Pages 8 & 9
☐	Lot Line Adjustment Survey	Section 7	Page 10
☐	Preliminary Plat	Section 8	Pages 11 & 12
☒	Rezoning	Section 9	Pages 13 & 14
☐	Site Plan Review	Section 10	Pages 15 & 16

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 City Development 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

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

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

August 31, 2010

Notice of Public Hearing

Rezoning of property located at 6041 30th Avenue (Pfarr)

The City Plan Commission will hold a public hearing on a Petition submitted by Valerie Pfarr to rezone her property located at 6041 30th Avenue. The proposed rezoning would amend the zoning on the property from M-2 Heavy Manufacturing District to B-2 Community Business District.

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

Thursday, September 9, 2010 at 5:00 p.m.
In the Daimler-Chrysler Room
Kenosha Public Museum - 5500 First Avenue
Kenosha, WI 53140

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. *The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, October 4, 2010 at 7:00 p.m. in Room 200 of the Municipal Building.*

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4030.

BW:kas
Enclosure

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	Action Sheet	September 9, 2010

Petition to rezone property located at 7850 Green Bay Road from RS-1 Single-Family Residential to B-2 Community Business District, District #15. (Easton) PUBLIC HEARING

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	6	0	
DENY			
RECEIVE AND FILE			

FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL	09/20/10 10/04/10	1 copy/1 email copy
FINANCE		
LEGAL	Ordinance Old	
PUBLIC WORKS		
PARKS		
PUBLIC SAFETY & WELFARE		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/action-rezone-easton.odt

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: **TO REZONE PROPERTY LOCATED AT 7850 GREEN BAY ROAD FROM RS-1 SINGLE FAMILY RESIDENTIAL TO B-2 COMMUNITY BUSINESS DISTRICT, IN CONFORMANCE WITH SECTION 10.02 OF THE ZONING ORDINANCE, DISTRICT #15 [EASTON]**

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

Section One: That the land shown on the attached Supplement Map No. Z6-10 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Passed:

Published:

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 3

Petition to rezone property located at 7850 Green Bay Road from RS-1 Single-Family Residential to B-2 Community Business District, District #15. (Easton) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 7850 Green Bay Road
Neighborhood: West Corridor

Vicinity Zoning/Land Use
North: RS-1/Single-Family Residential
South: RS-1/Single-Family Residential
East: R-4(Village/Single-Family Residential
West: R-4, R-8 (Village)/Single-Family Residential

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The property owner is requesting to rezone the property from RS-1 Single-Family Residential to B-2 Community Business District. The purpose of the rezoning is to utilize the existing building for a law office.
- Rezoning of the property to B-2 Community Business District is consistent with the existing land uses in the area and the adopted *Comprehensive Plan for the City of Kenosha: 2035* which lists this site as Commercial.
- No exterior changes are proposed to the building or site. Therefore a Conceptual Plan has not been provided by the applicant.
- The applicant would be required to obtain an Occupancy Permit for the new law office if the rezoning is approved by the Common Council.

RECOMMENDATION:

A recommendation is made to approve the Rezoning.

B. RLO

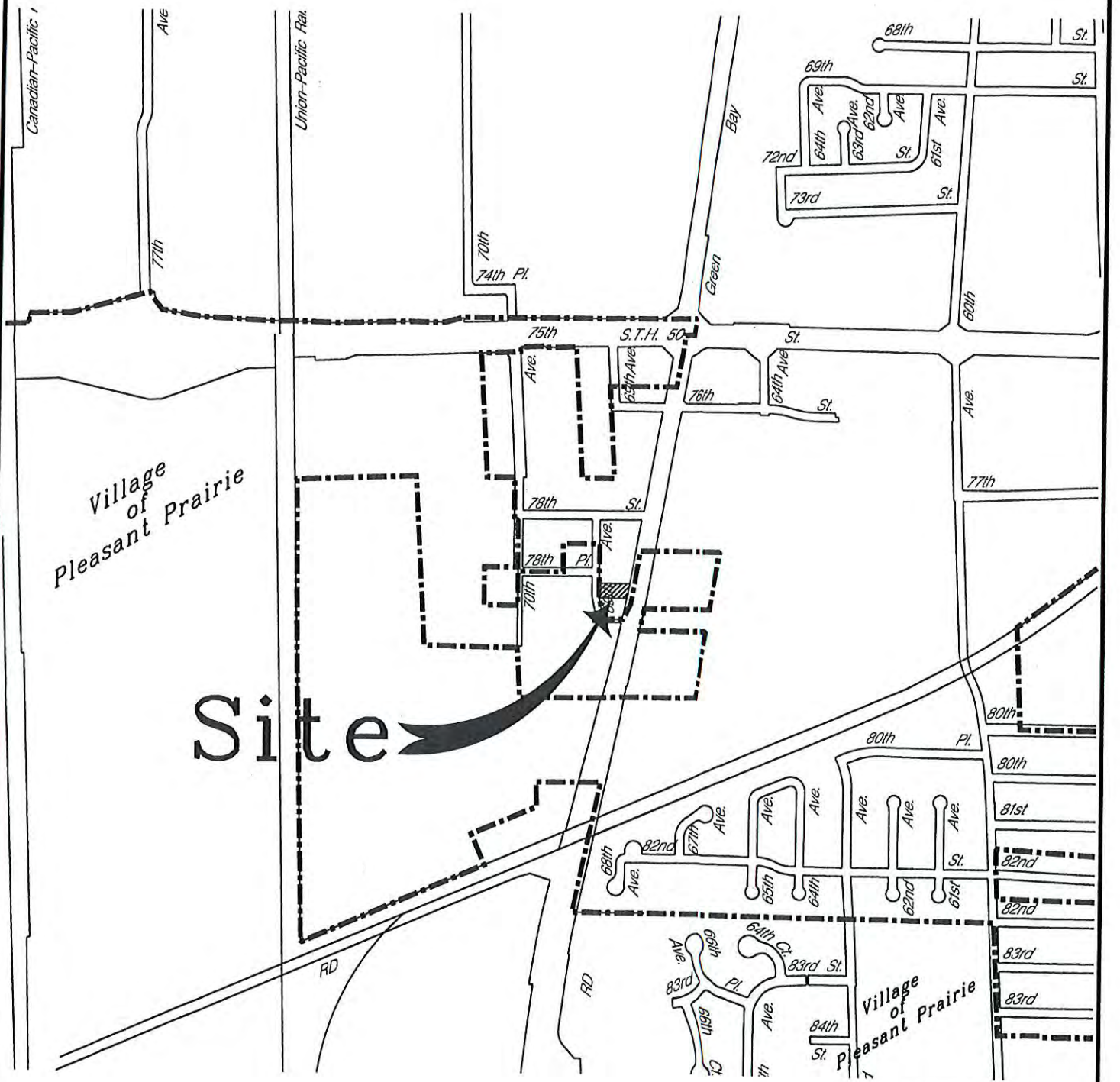
Brian R. Wilke, Development Coordinator
1CPC/2010/Sep9/fact-rezone-easton

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA

Vicinity Map

Easton Rezoning



NORTH

0 1000'

Municipal Boundary

CITY OF KENOSHA

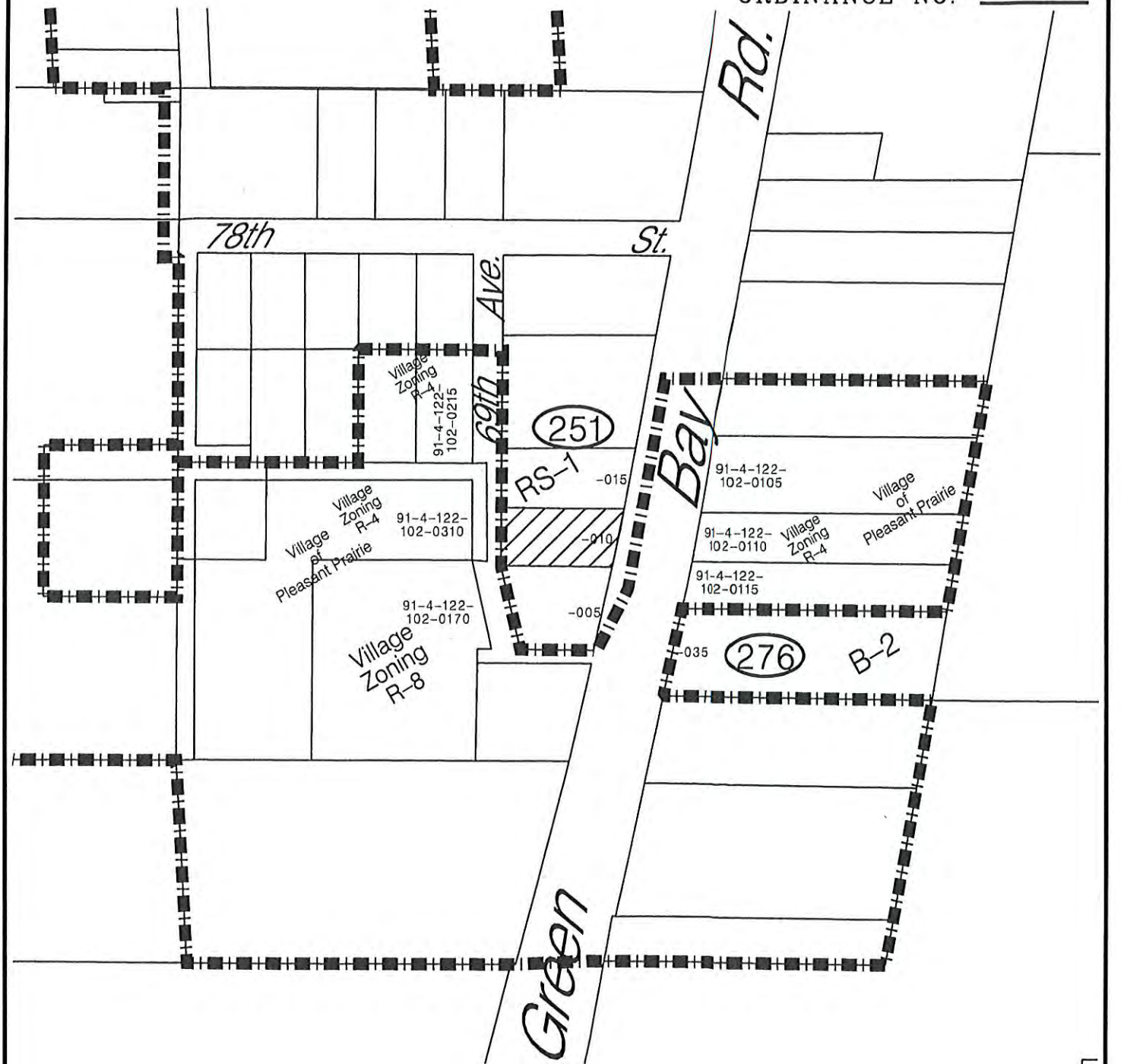
District Map

Rezoning

SUPPLEMENT NO. Z6-10

ORDINANCE NO. _____

Easton Petition



Property to be rezoned from:

RS-1 Single Family Residential to B-2 Community Business

Municipal Boundary

NORTH

0 250'

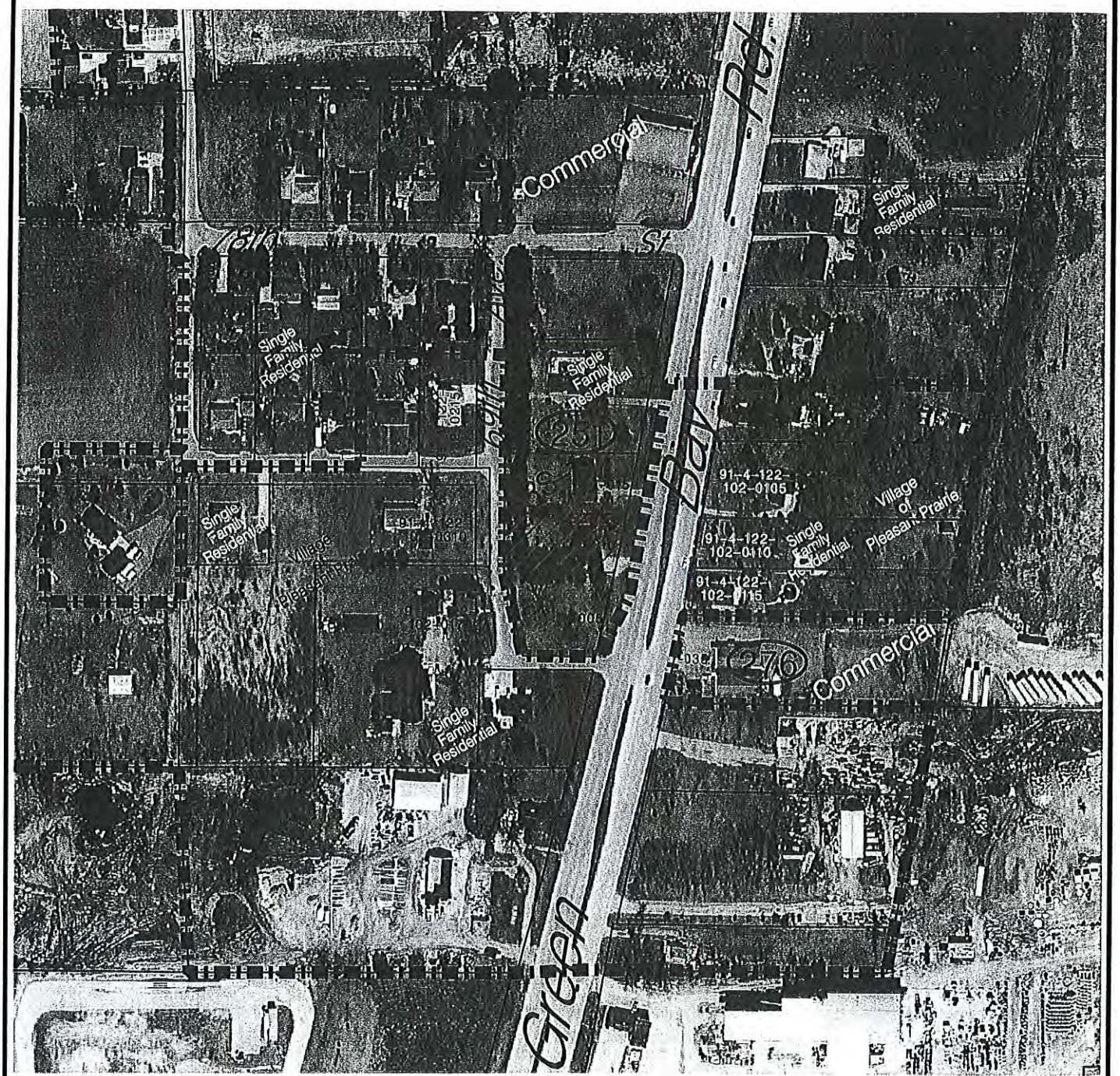
122-10-2

DCD ~ City Plan Division ~ Aug. 31, 2010 ~ mc

CITY OF KENOSHA

Land Use Map

Easton Rezoning



NORTH

0 250'

Property to be rezoned

Municipal Boundary

122-10-2

DCD ~ City Plan Division ~ JBL ~ Brw ~ 8-6-2010 ~ mc

George H. Easton
2221 63rd Street
Kenosha, WI 53143
262.654.8669

August 4, 2010

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

RE: REZONING APPLICATION
7850 Green Bay Road, Kenosha, WI

Dear Honorable Mayor and Members of the Common Council:

It is requested that my property located at 7850 Green Bay Road, Kenosha, WI be rezoned from residential to B-2 Community Business District. The purpose of the rezoning is to permit the single family property to become a law office.

Enclosed please find my application fee, in the amount of $550.00. Because the only building upon this property is one single family home, no additional materials are enclosed.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to George H. Easton at 2221 63rd Street, Kenosha, WI 53143. I can be reached at 262.654.8669 if there are any questions regarding my request for the rezoning.

Very truly yours,

GEORGE H. EASTON

Enclosures:
Development Review Application, City of Kenosha, Wisconsin
Section 9, Rezoning

RECEIVED
AUG 6 2010
DEPARTMENT OF CITY DEVELOPMENT

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: EASTON LAW OFFICES

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

☐ Name and Address of Applicant [Please print]:
GEORGE H. EASTON
2221 - 63rd Street
Kenosha, Wisconsin 53143

Phone: (262) 654 - 8669
Fax: (262) 654 - 2008
E-Mail:

☐ Name and Address of Architect/Engineer [Please print]:

Phone:
Fax:
E-Mail:

☐ Name and Address of Property Owner (if other than applicant)[Please print]:

Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 7850 Green Bay Road, Kenosha, WI
#03-122-10-251-010

Type of Land Development

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

☐ Certified Survey Map	Section 1	Page 2
☐ Concept Review (*Land Division*)	Section 2	Page 3
☐ Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 4
☐ Conditional Use Permit	Section 4	Pages 5 & 6
☐ Developer's Agreement	Section 5	Page 7
☐ Final Plat	Section 6	Pages 8 & 9
☐ Lot Line Adjustment Survey	Section 7	Page 10
☐ Preliminary Plat	Section 8	Pages 11 & 12
☒ Rezoning	Section 9	Pages 13 & 14
☐ Site Plan Review	Section 10	Pages 15 & 16

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 City Development 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

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

KENOSHA 1850 WISCONSIN

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

September 1, 2010

Notice of Public Hearing

Rezoning of property located at 7850 Green Bay Road (Easton)

The City Plan Commission will hold a public hearing on a petition submitted by George Easton to rezone his property located at 7850 Green Bay Road. The proposed rezoning would amend the zoning on the property from RS-1 Single-Family Residential District to B-2 Community Business District. The rezoning request is to utilize the existing building as a law office.

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

Thursday, September 9, 2010 at 5:00 p.m.
Kenosha Public Museum
5500 First Avenue
Daimler Chrysler Room
Kenosha, WI 53140

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

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, October 4, 2010 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4030.

BW:kas
Enclosure

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for weed/grass cutting during 2010, in the total amount of **$13,079.45**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-178-021-0	LOT	$100.00	$102.50	$202.50

PROPERTY ADDRESS
FINE PROPERTIES LLC
6322 024 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
S 36.5 FT OF LOT 127 KENOSHA REALTY CO'S 1ST ADD BEING PT OF NE 1/4 SEC 1 T1 R22 INCL EASEMENT OVER N 3 FT LOT 127 & S 3 FT LOT 126 FOR 6 FT FOR DRIVEWAY
DOC#1404998
DOC#1415280

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-295-001-0		$100.00	$1455.00	$1,555.00

PROPERTY ADDRESS
EAST WEST ASSET MANAGEMENT LLC (1/
031 AV

MAIL TO ADDRESS
EAST WEST ASSET MANAGEMENT LLC
C/O MICHAEL KEARNEY-K C SO R
KANSAS CITY, MO 64121-9335

LEGAL DESCRIPTION
PT OF NE 1/4 & NW 1/4 SEC 1 T 1 R 22 COM AT INT OF A LINE PARALLEL TO & 165 FT N OF S LN OF NE 1/4 OF SEC 1 AND A PT 175 FT SE'LY OF MAIN TRACT (SD PT BEING WHERE OLD RR ROW INTERSECTS LOT 128 HIGHLAND VIEW) NE'LY PARALLEL TO C/L OF TRACT 425 FT TO POB NW'LY AT RIGHT ANGLES 25 FT M/L W'LY AND PARALLEL TO C/L TRACT TO A PT BEING C/L OF 37TH AVE EXTENDED S ALONG EXT LN TO A PT 165 FT N OF S LN OF SEC W'LY PARL TO S LN 145 FT M/L NW'LY AT RIGHT ANGLES TO RR 18 FT M/L NE'LY PARL WITH TRACT 2750 FT M/L TO E LN OF 30TH AVE S'LY ALONG E LN 75 FT M/L NE'LY 665.40 FT S 118.02 FT M/L SW'LY PARL TO TRACK 2645 FT M/L TO POB EXC COM AT NW'LY LN LOT 188 FAIRVIEW PARK W'LY 2 FT AT RIGHT ANGLE FROM W LN OF 33RD AVE VAC N'LY PARL WITH W LN OF VAC RD TO A PT 5.23 FT SE'LY AT RIGHT ANGLES FROM THE SE'LY LN OF RR W'LY AT

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-405-015-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
VENKATESH GADDAMEEDI & SUREKHA MAL
7029 026 AV

MAIL TO ADDRESS
VENKATESH GADDAMEEDI
SUREKA MALAKPET
NEW BERLIN, WI 53151

LEGAL DESCRIPTION
LOT 14 ANDERSON'S PARK SUB
PT OF SE 1/4 SEC 1 T 1 R22
DOC#1223343
DOC#1446608

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 01-122-01-430-010-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
JOHN L GEE & KATHRYN M HANNEMANN
2908 ROO RD

MAIL TO ADDRESS
KATHRYN M HANNEMANN
JOHN L GEE
MILWAUKEE, WI 53201-1224

LEGAL DESCRIPTION
LOT 12 BLK 5 PUGH'S SUB
PT SE 1/4 SEC 1 T 1 R 22
EXCEPT S'LY 7 FT ALSO VAC
ALLEY AS IN RES 45-76 1976
V956 P450 9435-1 ALSO EXC
PT TO CITY FOR ROOSEVELT
ROAD ROW DOC# 1423551
(2006 LOT LINE ADJUSTMENT)
V 1353 P 151
DOC#1185536

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-452-003-0	LOT	$100.00	$155.00	$255.00

PROPERTY ADDRESS
THE PEDLEY FAMILY IRREVOCABLE TRUS
2723 071 ST

MAIL TO ADDRESS
ROBERT W & LOIS M PEDLEY
1305 E JOHNSON ST
MADISON, WI 53703-1707

LEGAL DESCRIPTION
10014 COM AT A PT ON S LN OF
LOT 16 46 FT W OF SE COR OF
LOT 16 TH W 45.9 FT N'LY 47 FT
E'LY 45.9 FT S'LY 47 FT TO BEG
& ALSO W 45 FT OF E 90 FT OF
LOTS 17 & 18 B 2 MILBUR PARK
SUB PT OF SE 1/4 SEC 1 T1 R22
DOC#1049484 & 5

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 01-122-01-477-002-0	LOT	$100.00	$125.00	$225.00

PROPERTY ADDRESS
RODNEY R TURNER JR
7105 024 AV

MAIL TO ADDRESS
RODNEY R TURNER JR
7105 24TH AVE
KENOSHA, WI 53143-5252

LEGAL DESCRIPTION
LOT 10 LATHROP'S SUB PT
OF SE 1/4 SEC 1 T1 R 22
DOC#1365571

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 02-122-02-228-012-0	LOT	$100.00	$155.00	$255.00

PROPERTY ADDRESS
LORRAINE E BLAZEWICZ
6118 054 AV

MAIL TO ADDRESS
LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
NW 1/4 SEC 2 T 1 R 22 HIGH VIEW COUNTRY HOME SUB S 50 FT OF NE1/4 OF LOT 12 & N 1/2 OF SE 1/4 OF LOT 12

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 02-122-02-483-002-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
3920 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
C/O MIKE DANAH
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOTS 30, 31 & 32 EXCEPT THE S 7 FT IN O'NEILL'S GRAND VIEW SUB BEING PT OF SE 1/4 SEC 2 T 1 R 22 EXC V 1315 P720-721 1989 FOR HWY
DOC#1068779
DOC#1389371
DOC#1395941
DOC#1426683
DOC#1448382

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 03-122-04-235-106-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
RAKESH & GITA PATEL
6529 082 AV

MAIL TO ADDRESS
RAKESH & GITA PATEL
6529 82ND AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 106 LEONA'S ROLLING MEADOWS AD BEING A RE-DIVISION OF OUTLOTS 6 & LEONA'S ROLLING MEADOWS SUB PT OF SW 1/4 & SE 1/4 OR THE NW 1/4 ALSO OF THE NW 1/4 OF SW 1/4 SEC 4 T1 R PLAT #4396 DOC#1393924 EXC COM AT COR LOT 106 TH E 153.84 FT TO POB N 80 FT TH E 2.62 FT TH S 80 FT TH 2.85 FT TO POB DOC#1404996
(2005 PT 03-122-04-326-002 & 233-1
(2005 LOT LINE ADJUSTMENT) .29 A
DOC#1442713 DOC#1519722

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 03-122-05-251-796-0	LOT	$100.00	$195.00	$295.00

PROPERTY ADDRESS
FEDERAL NATIONAL MORTGAGE ASSOCIAT
10106 066 ST

MAIL TO ADDRESS
FEDERAL NATIONAL MORTGAGE ASSO
400 COUNTRY WIDE WAY
SIMI VALLEY, CA 93065

LEGAL DESCRIPTION
LOT 796 OF WHITECAPS UNIT 11 SUB PLAT #7718 DOC#1207200 BEING PT OF NW1/4 & SW 1/4 SEC 5 T 1 R22
(2002 PT 03-122-05-250-006)
DOC#1263267
DOC#1312846
DOC#1496717
DOC#1618091

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-134-003-0	LOT	$100.00	$555.00	$655.00

PROPERTY ADDRESS
HELM REAL ESTATE INC
7611 028 AV

MAIL TO ADDRESS
HELM REAL ESTATE INC
PO BOX 1104
KENOSHA, WI 53141-1104

LEGAL DESCRIPTION
LOT 1002 GREATER KENOSHA LAND
CO 3RD SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
DOC#1454590
DOC#1464403

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 04-122-12-238-008-0	LOT	$100.00	$240.00	$340.00

PROPERTY ADDRESS
NANCY A NICHI
7733 035 AV

MAIL TO ADDRESS
NANCY A NICHI
7733 35TH AVE
KENOSHA, WI 53142-4633

LEGAL DESCRIPTION
LOT 636 GREATER KENOSHA LAND
CO'S 2ND SUB BEING PT OF NW
1/4 SEC 12 T 1 R 22
DOC #984170
DOC#1354350

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-180-005-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
RICHARD RIEDLING II
6550 007 AV

MAIL TO ADDRESS
RICHARD RIEDLING II
6550 7TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R 23 COM
IN CT OF JEROME CREEK ON W LINE
OF 7TH AVE WHERE THE SAME WAS
FORMERLY LOCATED TH N ON W LINE
OF 7TH AVE 62 FT MORE OR LESS TH
W TO E LINE OF 8TH AVE TH S 52 FT
MORE OR LESS TO CT OF JEROME CREEK
TH E'LY TO 7TH AVE TO POB
V 964 P 284
DOC#1479698

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-259-010-0	LOT	$100.00	$25.70	$125.70

PROPERTY ADDRESS
FEDERAL NATIONAL MORTGAGE ASSOCIAT
6611 020 AV

MAIL TO ADDRESS
FEDERAL NATIONAL MORTGAGE ASSO
7700 W PARMER, BLDG D
AUSTIN, TX 78729

LEGAL DESCRIPTION
N 40 FT OF LOT 24 BLK 3
QUINTON'S SUB OF BLK 23
& PT BLK 24 OF BONDS SUB
PT NW 1/4 SEC 6 T 1 R 23
V 1552 P 511
DOC#1619014

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-259-013-0	LOT	$100.00	$12.25	$112.25

PROPERTY ADDRESS
GLENN & LINDA LUTTER
6623 020 AV

MAIL TO ADDRESS
GLENN & LINDA LUTTER
515 E SUNNYSIDE AVE
LIBERTYVILLE, IL 60048

LEGAL DESCRIPTION
S 30 FT OF LOT 26 & N 10 FT OF LOT 27 B 3 QUINTON'S SUB OF B 23 & PT OF B 24 OF BOND'S SUB BEING PT OF NW 1/4 SEC 6 T 1 R 23
V 1684 P 353

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-260-003-0	LOT	$100.00	$32.50	$132.50

PROPERTY ADDRESS
FEDERAL HOME LOAN MORTGAGE CORP
1809 065 ST

MAIL TO ADDRESS
FEDERAL HOME LOAN MORTGAGE COR
5000 PLANO PARKWAY
CARROLLTON, TX 75010

LEGAL DESCRIPTION
PT OF B 24 BOND'S SUB OF PT OF NW 1/4 SEC 6 T 1 R 23 COM ON S LINE OF 65TH ST 67.35 FT W OF W LINE OF 18 AVE TH W 36 FT S 50 FT E 36 FT N 50 FT TO BEG
V 1687 P 777
DOC#1105298
DOC#1364148
DOC#1609773
DOC#1610481

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-260-025-0	LOT	$100.00	$27.50	$127.50

PROPERTY ADDRESS
MOLINO LLC
6638 018 AV

MAIL TO ADDRESS
MOLINO LLC
1326 40TH CT
KENOSHA, WI 53144

LEGAL DESCRIPTION
S 40 FT OF LOT 2 BLK 4 QUINTONS
SUB OF BLK 23 & PT OF BLK 24 OF
BONDS SUB PT NW 1/4 SEC 6 T1 R23
V 1375 P194
DOC#1048372
DOC#1447290
DOC#1568509
DOC#1571512
DOC#1572196

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-382-001-0	LOT	$100.00	$260.00	$360.00

PROPERTY ADDRESS
PNC MORTGAGE
1413 072 ST

MAIL TO ADDRESS
PNC MORTGAGE
C/O MICHAELSON, CONNOR & BOU
OKLAHOMA CITY, OK 73108

LEGAL DESCRIPTION
E 45 FT OF LOT 39 PARK VIEW
KENOSHA HOUSE BLDG CO 1ST SUB
PT OF SW 1/4 SEC 6 T 1 R 23
V 1445 P 449
V 1684 P 549
DOC#1138532
DOC#1267168
DOC#1628527

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 06-123-07-427-007-0	LOT	$100.00	$120.00	$220.00

PROPERTY ADDRESS
CRESCENCIO M RAMIREZ
8115 SHE RD

MAIL TO ADDRESS
CRESCENCIO M RAMIREZ
6503 21ST AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF SE 1/4 SEC 7 T 1 R 23 BEG
811.8 FT S OF NW COR SD 1/4 SEC
TH S 85 FT E 125 FT N 61.63 FT
TH E 120 FT N 79.54 FT W 28 FT
SW'LY 222.07 FT TO POB NOT INCL
PT OF VAC 12TH AVE RES #144-98
DOC#1114853 1999 LOT LINE ADJ
DOC#1067422 DOC#1129602 DEED IN ER
DOC#1233648 DOC#1298928 DOC#141120
DOC#1466487

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 07-222-23-405-027-0	LOT	$100.00	$355.00	$455.00

PROPERTY ADDRESS
GERALD G PILLIZZI
4110 025 ST

MAIL TO ADDRESS
GERLAD G PILLIZZI
4110 25TH ST
KENOSHA, WI 53144-1323

LEGAL DESCRIPTION
LOT 9 ELLISON/STAHL NORTH UNIT
"A" SE 1/4 SEC 23 T 2 R 22
1981 V 1082 P 936
DOC#1019214
DOC#1025783
DOC#1175683
DOC#1615310

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-24-402-013-0	LOT	$100.00	$180.00	$280.00

PROPERTY ADDRESS
STEPHEN M & ROBERTA D WERNER
2222 023 AV

MAIL TO ADDRESS
STEPHEN M & ROBERTA D WERNER
2222 23RD AVE
KENOSHA, WI 53140-1714

LEGAL DESCRIPTION
LOT 15 JENS HAUGAARD SUB
PT SE 1/4 SEC 24 T2 R 22
DOC#1255138

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 07-222-24-406-017-0	LOT	$100.00	$120.00	$220.00

PROPERTY ADDRESS
DEUTSCHE BANK NATIONAL TRUST CO
2420 024 AV

MAIL TO ADDRESS
DEUTSCHE BANK NATIONAL TRUST
2420 24TH AVE
KENOSHA, WI 53140-4822

LEGAL DESCRIPTION
LOT 11 HOLGER PAHL SUB
SE 1/4 SEC 24 T2 R22
V 1514 P349
DOC #991477
DOC#1111365
DOC#1186844
DOC#1627190

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-35-127-022-0	LOT	$100.00	$610.00	$710.00

PROPERTY ADDRESS
RICHARD P & KRISTINA M KLASKI
4517 047 AV

MAIL TO ADDRESS
RICHARD P & KRISTINA M KLASKI
4517 47TH AVE
KENOSHA, WI 53144-1928

LEGAL DESCRIPTION
880H 1 S 60 FT OF FOLLOWING: PT NE 1/4 SEC 35 T2 R22 BEG 328 FT S OF NW COR 1/4 E 339 FT N 198 FT W 339 FT S 198 FT TO POB EXC THE W 40 FT FOR ST V 1429 P 113 ALSO EXC COM AT NW COR 1/4 TH S 328 FT TH E 298.99 FT TO POB TH CONT E 40.01 FT TH N 17 FT TH W 40.01 FT TH S 17 FT TO POB DOC# 1389748 1992 ALSO EXC COM AT NW COR 1/4 TH S 328 FT TH E 160.03 FT TO POB TH CONT E 138.96 FT TH N 17 FT TH W 18.95 FT TH S 7 FT TH W 120.01 FT TH S 10 FT TO POB DOC#1489806 ANNEX ORD# 40-95
(1996 ANNEX 80-4-222-351-0170)
(2006 PT 08-222-35-127-017)
(2007 LOT LINE ADJUSTMENT)
DOC#1003358 .36 AC
DOC#1157782
DOC#1251703
DOC#1389748
DOC#1489806

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-35-128-007-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
LIQUIDATION PROPERTIES LLC
4604 050 ST

MAIL TO ADDRESS
LIQUIDATION PROPERTIES LLC
4600 REGENT BLVD, STE 200
IRVINE, TX 75063

LEGAL DESCRIPTION
LOT 105 KENOSHA LAND SUB UNIT
#1 PT NE 1/4 SEC 35 T 2 R 22
DOC#1207546
DOC#1357683
DOC#1374189
DOC#1376858 NOTE
DOC#1427352
DOC#1610743

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 08-222-35-427-029-0	LOT	$100.00	$140.00	$240.00

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
4512 053 ST

MAIL TO ADDRESS
SECRETARY OF HUD
C/O MICHAELSON, CONNER & BOU
OKLAHOMA CITY, OK 73108

LEGAL DESCRIPTION
PT SE 1/4 SEC 35 T 2 R 22 BEG
N LN 53RD ST AT THE SE COR LOT
6 HILLSIDE HOMES SUB TH N 120
FT E 50 FT S 120 FT TO N LN
53RD ST W 50 FT TO POB 1979
V 1029 P 889
DOC#1494471
DOC#1622208
DOC#1628666

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-35-432-013-0	LOT	$100.00	$410.00	$510.00

PROPERTY ADDRESS
WACHOVIA MORTGAGE FSB
4509 055 ST

MAIL TO ADDRESS
WACHOVIA MORTGAGE FSB
4101 WISEMAN BLVD
SAN ANTONIO, TX 78251

LEGAL DESCRIPTION
PARCEL 1 CSM #830 V1089 P37
SE 1/4 SEC 35 T 2 R 22 1982
V 1425 P 308
DOC #1428177
DOC #1497911
DOC #1627554

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-130-006-0	LOT	$100.00	$350.00	$450.00

PROPERTY ADDRESS
TRI CITY NATIONAL BANK
4711 029 AV

MAIL TO ADDRESS
TRI CITY NATIONAL BANK
6400 S 27TH ST
OAK CREEK, WI 53154

LEGAL DESCRIPTION
LOT 11 BLK 11 BONNIE HAME 1ST
SUB PT OF NE 1/4 SEC 36 T2 R22
V 1457 P 183
DOC#1223565
DOC#1370967
DOC#1396038
DOC#1489733
DOC#1624456

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-132-023-0	LOT	$100.00	$255.00	$355.00

PROPERTY ADDRESS
MATIAS SANCHEZ
4812 028 AV

MAIL TO ADDRESS
MATIAS SANCHEZ
4812 28TH AVE
KENOSHA, WI 53140-3040

LEGAL DESCRIPTION
LOT 3 BLK 14 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
ALSO 1/2 VAC ALLEY RES #103-94
V1684 P003 1995
DOC#1482221

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-329-013-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
3705 052 ST

MAIL TO ADDRESS
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092

LEGAL DESCRIPTION
LOT 25 EXC THE N 17 FT IN MARY
E MORIN'S ADD TO HOMEWOOD SUB
SW 1/4 SEC 36 T 2 R 22
DOC#1082335

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-483-005-0	LOT	$100.00	$75.00	$175.00

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
5715 023 AV

MAIL TO ADDRESS
SECRETARY OF HUD
501 MARQUETTE AVE STE 1200
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
PT OF BLK 1 VETTER'S SUB OF PT OF SE 1/4 SEC 36 T 2 R 22 COM 452 6/7 FT N OF 60TH ST ON E LINE OF 23RD AV TH E 109 FT N 42 1/7 FT W 109 FT S 42 1/2 FT TO POB V 1662 P 431
DOC#1022138
DOC#1107573
DOC#1238129
DOC#1405306
DOC#1553838
DOC#1599028

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-483-011-0	LOT	$100.00	$355.00	$455.00

PROPERTY ADDRESS
FLAGSTAR BANK FSB
5821 023 AV

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

LEGAL DESCRIPTION
PT OF BLK 1 VETTER'S SUB OF PT OF SE 1/4 SEC 36 T 2 R 22 COM 200 FT N OF 60TH ST ON E LINE OF 23RD AVE TH E 109 FT N 42 1/7 FT W 109 FT S TO BEG
DOC#1403380 DOC#1472272 DOC#147227
DOC#1472275 DOC#1475780 DOC#147578
DOC#1539970 DOC#1600066

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 10-223-19-256-013-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
SECRETARY OF VETERANS AFFAIRS
2125 022 ST

MAIL TO ADDRESS
SECRETARY OF VETERANS AFFAIRS
1 FEDERAL DR
ST PAUL, MN 55111

LEGAL DESCRIPTION
LOT 49 VILLA CAPRI UNIT 2
PT NW 1/4 SEC 19 T 2 R 23
DOC#1322278
DOC#1500475
DOC#1515951
DOC#1602562

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 10-223-19-306-008-0	LOT	$100.00	$220.00	$320.00

PROPERTY ADDRESS
ROBERT & THERESA MOLLMAN
1718 027 ST

MAIL TO ADDRESS
ROBERT & THERESA MOLLMAN
1718 27TH ST
KENOSHA, WI 53140-5004

LEGAL DESCRIPTION
LOT 122 KENOSHA INDUSTRIAL ASSN'S
SUB BEING PT OF SW 1/4 SEC 19 T 2
R 23 ALSO 1/2 VAC ALLEY RES#147-93
V 1403 P 560
V 1523 P 860
V 1620 P 808

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-232-006-0	LOT	$100.00	$80.00	$180.00

PROPERTY ADDRESS
DAVID A HAUGH & DIANA A MAJERKO
3313 022 AV

MAIL TO ADDRESS
DAVID A HAUGH
1036 25TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT NW 1/4 SEC 30 T2 R23 PT LOT 9 BLK 2 TRUSTEE S SUB COM 394 FT N OF N LINE OF 35TH ST & 7FT E OF W 1/4 LINE TH N 84 FT E 190 FT S 84 FT W 190 FT TO BEG EXCEPT E 50 FT
V1698 305

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 11-223-30-354-017-0	LOT	$100.00	$290.00	$390.00

PROPERTY ADDRESS
ROBERT G & TIFFANY S OGLESBY
4212 021 AV

MAIL TO ADDRESS
ROBERT G & TIFFANY S OGLESBY
4212 21ST AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 66 ZEITLER'S SUB BEING PT OF SW 1/4 SEC 30 T 2 R 23
V 1526 P 582
DOC #985442
DOC#1097917
DOC#1171883
DOC#1171884
DOC#1177036

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-357-008-0	LOT	$100.00	$75.00	$175.00

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
4409 022 AV

MAIL TO ADDRESS
SECRETARY OF HUD
4400 WILL ROGERS PKWY STE 30
OKLAHOMA CITY, OK 73108

LEGAL DESCRIPTION
LOT 82 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
V 1390 P 701
DOC#1119724
DOC#1156143
DOC#1252522
DOC#1442646
DOC#1565293
DOC#1619512
DOC#1624644

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 11-223-30-481-011-0	LOT	$100.00	$185.00	$285.00

PROPERTY ADDRESS
MARK R YUNKER
4308 006 AV

MAIL TO ADDRESS
MARK R YUNKER
4308 6TH AVE
KENOSHA, WI 53140-2932

LEGAL DESCRIPTION
S 44 FT OF N 88 FT OF LOTS 1 &
2 B 50 PT OF SE 1/4 SEC 30 T 2
R 23

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-153-005-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
JERRY WILLKOMM INC
4924 SHE RD

MAIL TO ADDRESS
JERRY WILLKOMM INC
991 120TH AVE
SOMERS, WI 53171

LEGAL DESCRIPTION
NE 1/4 SEC 31 T 2 R 23 PT OF
BLK 77 BEG NW COR OF SHERIDAN
RD & 50TH ST TH N 165 FT W 132
FT S 35 FT W 60.7 FT TO E LINE
C&NW ROW SE'LY ALONG E ROW
LINE 135.17 FT & TO N LINE OF
50TH ST E 160 FT TO PT OF BEG
EXC SHERIDAN RD ROW DOC#1218067
(2002 LOT LINE ADJUSTMENT)
V 1676 P 1
DOC #992056
DOC#1627192

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-227-011-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
MICHAEL A & BRENDA J CORRADINI
2018 045 ST

MAIL TO ADDRESS
MICHAEL A & BRENDA J CORRADINI
445 ALEXANDER AVE
DELTONA, FL 32725-8347

LEGAL DESCRIPTION
LOT 22 B 2 GONNERMANN'S SUB
PT OF NW 1/4 SEC 31 T 2 R23
V 1399 P 171
DOC#1093713
DOC#1624541 ORDER TO RAZE

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-235-033-0	LOT	$100.00	$130.00	$230.00

PROPERTY ADDRESS
ROY A HOUSTON
1919 045 ST

MAIL TO ADDRESS
ROY A HOUSTON
C/O TOM HOUSTON
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 31 T 2 R 23
LOT 16 & E 41.7 FT OF LOT 17
BLK 1 GONNERMANN'S SUB
COMBINATION 1984

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-255-010-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
KOSTANDO GOCHIS
2114 052 ST

MAIL TO ADDRESS
KOSTANDO GOCHIS
1624 EXECUTIVE LN
GLENVIEW, IL 60026

LEGAL DESCRIPTION
LOT 10 BLK 11 2ND RICE PARK ADD
BEING PT OF NW 1/4 SEC 31 T2 R23
DOC#1048367
DOC#1130054
DOC#1142630
DOC#1433158

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-256-002-0	LOT	$100.00	$125.00	$225.00

PROPERTY ADDRESS
ERIC M & HOLLY M MAY
5107 021 AV

MAIL TO ADDRESS
ERIC M & HOLLY M MAY
5107 21ST AVE
KENOSHA, WI 53140-5916

LEGAL DESCRIPTION
LOT 2 BLK 10 2ND RICE PARK ADD
BEING PT OF NW 1/4 SEC 31 T2 R23
DOC #989525
DOC#1087801
DOC#1372839
DOC#1517054

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-257-016-0	LOT	$100.00	$25.00	$125.00

PROPERTY ADDRESS
KCP HOLDINGS LLC
5104 019 AV

MAIL TO ADDRESS
KCP HOLDINGS LLC
PO BOX 162
FRANKSVILLE, WI 53126

LEGAL DESCRIPTION
LOT 18 BLK 9 2ND RICE PARK ADD
PT OF NW 1/4 SEC 31 T 2 R 23
V 1425 P 732
DOC#1228154
DOC#1499944
DOC#1504498
DOC#1596428
DOC#1611916
DOC#1611917

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-276-020-0	LOT	$100.00	$79.00	$179.00

PROPERTY ADDRESS
DANIEL M ZIZZO SR
1320 052 ST

MAIL TO ADDRESS
DANIEL M ZIZZO SR
1717 BIRCH RD APT 11
KENOSHA, WI 53140-4531

LEGAL DESCRIPTION
7017 C NW 1/4 SEC 31 T2 R23 COM
ON N LINE OF 52ND ST 228.93 FT
W OF E LINE OF 13TH TH N 515 FT
TH E 85 FT TO PT 50.6 FT W OF
RR TH S 515 FT TH W 78 FT TO BEG
V 844 P 204
DOC#1383036
DOC#1406067

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-463-002-0	LOT	$100.00	$55.00	$155.00

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
5821 SHE RD

MAIL TO ADDRESS
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092

LEGAL DESCRIPTION
3018 BEING PT OF B 49 SE 1/4
SEC 31 T 2 R 23 COM AT SW
COR OF B TH N'LY 150 FT E'LY
133.25 FT S'LY 150 FT W'LY
133.25 FT TO BEG EXC W 301/2 FT
DOC#1082332

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 1,499.00 $13,079.45

GRAND TOTALS PARCELS 45 FOOTAGE 1,499.000 TOTAL COST $13,079.45

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of **$2,214.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-009

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 02-122-02-254-007-0	LOT	$100.00	$90.00	$190.00

PROPERTY ADDRESS
JTL HOLDINGS LLC
6426 054 AV

MAIL TO ADDRESS
JTL HOLDINGS LLC
20344 ROSE COTTAGE WAY
LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
PT LOT 29 HIGHVIEW COUNTRY HOMES SUB NW 1/4 SEC 2 T1 R22 BEG AT SE COR LOT 29 TH W ALG N LN 65TH ST 60 FT TH N 114.6 FT TH E 60 FT TH S 114.63 FT TO POB V 1532 P 145 DOC#1093750 DOC#1150104 DOC#1207923 DOC#126364 DOC#1521434

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-128-014-0	LOT	$100.00	$72.00	$172.00

PROPERTY ADDRESS
HERBERT A & SONDRA M JOHNSON
6022 011 AV

MAIL TO ADDRESS
HERBERT A & SONDRA M JOHNSON
3747 VISTA CAMPANA S UNIT 68
OCEANSIDE, CA 92057-8229

LEGAL DESCRIPTION
3543 NE 1/4 SEC 6 T 1 R 23 GRANT COURT SUB THE N 3 FT OF S 20 FT OF LOT 17 EXCEPT W 3 FT THEREOF & S 17 FT OF LOT 17 & N 33 FT OF LOT 18
DOC#1170613
DOC#1398882

-- -- -- -- -- -- -- -- -- -- -- --

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-009

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-131-004-0	LOT	$100.00	$72.00	$172.00

PROPERTY ADDRESS
PHILLIP & MARY ELLEN KERNES
1125 061 ST

MAIL TO ADDRESS
PHILLIP & MARY ELLEN KERNES
331 N PRAIRIE AVE
WINTHROP HARBOR, IL 60096

LEGAL DESCRIPTION
PT OF LOTS 7 & 8 BLK 6 NICHOLS & HOLMES ADD PT OF NE 1/4 SEC 6 T 1 R23 COM AT NW COR OF BLK TH S 82 FT E 45 FT N 82 FT W 45 FT TO POB
DOC#1135713
DOC#1364123

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-231-010-0	LOT	$100.00	$180.00	$280.00

PROPERTY ADDRESS
PROVISION PROPERTIES LLC
1923 062 ST

MAIL TO ADDRESS
PROVISION PROPERTIES LLC
20344 ROSE COTTAGE WAY
LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
LOT 3 BLK 20 BOND'S SUB PT OF NW 1/4 SEC 6 T 1 R 23
DOC#1367070
DOC#1416539
DOC#1484823
DOC#1484824
DOC#1484827

-- -- -- -- -- -- -- -- -- -- -- --

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-009

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-382-002-0	LOT	$100.00	$90.00	$190.00

PROPERTY ADDRESS
SCOTT GRUNDY
5807 032 AV

MAIL TO ADDRESS
SCOTT GRUNDY
10591 48TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 96 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22
V 1620 P 992

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 11-223-30-434-013-0	LOT	$100.00	$90.00	$190.00

PROPERTY ADDRESS
JOSEPH N STURINO
4026 SHE RD

MAIL TO ADDRESS
JOSEPH N STURINO
2011 75TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT OF B 27 SE 1/4 SEC 30 T 2 R
23 COM 325 FT N OF SE COR OF B
TH W 121.44 FT N 56 1/2 FT E
121.44 FT S TO BEG
DOC #985809
DOC #987360
DOC#1418098

-- -- -- -- -- -- -- -- -- -- -- --

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-009

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-303-020-0	LOT	$100.00	$180.00	$280.00

PROPERTY ADDRESS
TKB ENTERPRISES LLC
1620 053 ST

MAIL TO ADDRESS
TKB ENTERPRISES LLC
PO BOX 1707
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOT 14 BLK 3 JENNE'S ADDITION TO
THE CITY OF KENOSHA PT OF SW 1/4
SEC 31 T 2 R 23
(1995 COMB 12-223-31-303-009 & -01
DOC# 988393
DOC#1310208
DOC#1310210
DOC#1310211
DOC#1526615

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-382-011-0	LOT	$100.00	$180.00	$280.00

PROPERTY ADDRESS
JACQUELINE B SANTIAGO & BRETT L AL
5809 016 AV

MAIL TO ADDRESS
JACQUELINE B SANTIAGO
BRETT L ALM
LAKE VILLA, IL 60046

LEGAL DESCRIPTION
PT OF SW 1/4 SEC 31 T 2 R 23
COM ON E LINE OF 16TH AVE 106
FT N OF N LINE OF 59TH ST TH N
49 FT E 79.84 FT S 49 FT W
79.84 FT TO BEG
DOC#1334704

-- -- -- -- -- -- -- -- -- -- -- --

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 10-009

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-384-013-0	LOT	$100.00	$360.00	$460.00

PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 9.00 $2,214.00

GRAND TOTALS PARCELS 9 FOOTAGE 9.000 TOTAL COST $2,214.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2010, in the total amount of **$870.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-451-014-0	LOT	1.000	$155.00	$255.00

PROPERTY ADDRESS
PROVISION PROPERTIES LLC
706 043 ST

MAIL TO ADDRESS
PROVISION PROPERTIES LLC
20344 ROSE COTTAGE WAY
LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
SE 1/4 SEC 30 T 2 R 23 BLK 29
COM 64 FT W OF SE COR OF BLK
TH W 68 FT N 44 FT E 68 FT S
44 FT TO BEG
V 1379 P144
DOC#1055448
DOC#1393943
DOC#1393944
DOC#1484817
DOC#1484818
DOC#1484819
DOC#1484827

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 11-223-30-451-014-0	LOT	1.000	$85.00	$185.00

PROPERTY ADDRESS
PROVISION PROPERTIES LLC
706 043 ST

MAIL TO ADDRESS
PROVISION PROPERTIES LLC
20344 ROSE COTTAGE WAY
LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
SE 1/4 SEC 30 T 2 R 23 BLK 29
COM 64 FT W OF SE COR OF BLK
TH W 68 FT N 44 FT E 68 FT S
44 FT TO BEG
V 1379 P144
DOC#1055448
DOC#1393943
DOC#1393944
DOC#1484817
DOC#1484818
DOC#1484819
DOC#1484827

-- -- -- -- -- -- -- -- -- -- -- --

		FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER 11-223-30-451-014-0	LOT	1.000	$55.00	$155.00

PROPERTY ADDRESS
PROVISION PROPERTIES LLC
706 043 ST

MAIL TO ADDRESS
PROVISION PROPERTIES LLC
20344 ROSE COTTAGE WAY
LAND O LAKES, FL 34637-5801

LEGAL DESCRIPTION
SE 1/4 SEC 30 T 2 R 23 BLK 29
COM 64 FT W OF SE COR OF BLK
TH W 68 FT N 44 FT E 68 FT S
44 FT TO BEG
V 1379 P144
DOC#1055448
DOC#1393943
DOC#1393944
DOC#1484817
DOC#1484818
DOC#1484819
DOC#1484827

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-466-001-0	LOT	1.000	$175.00	$275.00

PROPERTY ADDRESS
ANDREA Z CHRISTENSEN
5706 008 AV

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

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

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL	4.00	$870.00

GRAND TOTALS PARCELS 4 FOOTAGE 4.000 TOTAL COST $870.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Boarding and Securing

BE IT RESOLVED, that special assessments for boarding and securing during 2010, in the total amount of **$1,150.36**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-367-009-0	LOT	$100.00	$274.00	$374.00

PROPERTY ADDRESS
SERGIO GUZMAN & MANUEL FERNANDEZ
7320 034 AV

MAIL TO ADDRESS
SERGIO GUZMAN
7320 34TH AVE
KENOSHA, WI 53142-4414

LEGAL DESCRIPTION
LOT 119 H C CROOK'S WESTERN
SUB BEING PT OF SW 1/4 SEC 1
T 1 R 22 V 1352 P 91
DOC#1005637
DOC#1119135
DOC#1202812
DOC#1268518

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-379-003-0	LOT	$100.00	$72.12	$172.12

PROPERTY ADDRESS
JOSE & REBECCA VILLANUEVA
1707 071 ST

MAIL TO ADDRESS
JOSE & REBECCA VILLANUEVA
1707 71ST ST
KENOSHA, WI 53143-5355

LEGAL DESCRIPTION
LOT 109 & E 5 FT OF LOT 110
PARK VIEW KENOSHA HSE BLDG CO
1ST SUB BEING PT OF SW 1/4
SEC 6 T1 R23
DOC#1025851
DOC#1147516

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-24-430-006-0	LOT	$100.00	$72.12	$172.12

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
2909 024 ST

MAIL TO ADDRESS
SECRETARY OF HUD
4400 WILL ROGERS PKWY STE 30
OKLAHOMA CITY, OK 73108

LEGAL DESCRIPTION
LOT 22 GHYSELS ESTATES UNIT A
PT OF SE 1/4 SEC 24 T 2 R 22
DOC#1321554
DOC#1459948
DOC#1621847
DOC#1627749

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 10-223-18-302-064-0	LOT	$100.00	$160.00	$260.00

PROPERTY ADDRESS
RODNEY & THERESA GLASS
1539 016 AV

MAIL TO ADDRESS
RODNEY & THERESA GLASS
1539 16TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 20 FT LOT 74 & N 40 FT LOT 75
VILLA CAPRI ALTA UNIT "A" SUB
PT SW 1/4 SEC 18 T 2 R 23
V 1283 P 516
V 1374 P 136
DOC #985905
DOC #987769
DOC#1388659

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-327-010-0	LOT	$100.00	$72.12	$172.12

PROPERTY ADDRESS
RICHARD A & JENNIFER L BEHOF
1902 053 ST

MAIL TO ADDRESS
RICHARD A & JENNIFER L BEHOF
28618 WAGONTRAIL
LAKEMOOR, IL 60051

LEGAL DESCRIPTION
E 36.3 FT OF S 79 FT OF LOT 10
B 1 BAIN'S SUB BEING PT OF SW
1/4 SEC 31 T 2 R 23
V 1413 P 929
V 1672 P 151
DOC#1016163
DOC#1421791

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 5.00 $1,150.36

GRAND TOTALS PARCELS 5 FOOTAGE 5.000 TOTAL COST $1,150.36

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Razing/Pre-Razing of Structures

BE IT RESOLVED, that special assessments for razing/pre-razing of structures during 2009 & 2010, in the total amount of **$20,180.64**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-134-003-0	LOT 0	$100.00	$7339.03	$7,439.03

CHARGES ASSOCIATED WITH COST OF RAZE

PROPERTY ADDRESS
HELM REAL ESTATE INC
7611 028 AV

MAIL TO ADDRESS
HELM REAL ESTATE INC
PO BOX 1104
KENOSHA, WI 53141-1104

LEGAL DESCRIPTION
LOT 1002 GREATER KENOSHA LAND
CO 3RD SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
DOC#1454590
DOC#1464403

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 08-222-35-276-013-0	LOT 0	$100.00	$12224.01	$12,324.01

CHARGES ASSOCIATED WITH COST OF RAZE

PROPERTY ADDRESS
WILLIS J JOHNSON
5024 047 AV

MAIL TO ADDRESS
WILLIS J JOHNSON
7920 GREEN BAY RD
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 2 CSM#2147 DOC#1160888
PT NW 1/4 SEC 35 T2 R22
(2000 ANNEX 80-4-222-352-0510)
(2000 PT 08-2222-35-276-051)
DOC#1241807 .27 AC
DOC#1263387
DOC#1618698 ORDER TO RAZE

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-227-011-0	LOT 0	$100.00	$114.72	$214.72

COSTS ASSOCIATED WITH PRE-RAZE OF BLDGS

PROPERTY ADDRESS
MICHAEL A & BRENDA J CORRADINI
2018 045 ST

MAIL TO ADDRESS
MICHAEL A & BRENDA J CORRADINI
445 ALEXANDER AVE
DELTONA, FL 32725-8347

LEGAL DESCRIPTION
LOT 22 B 2 GONNERMANN'S SUB
PT OF NW 1/4 SEC 31 T 2 R23
V 1399 P 171
DOC#1093713
DOC#1624541 ORDER TO RAZE

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-277-005-0	LOT 0	$100.00	$102.88	$202.88

COSTS ASSOCIATED WITH PRE-RAZE OF BLDG.

PROPERTY ADDRESS
ADAM T & LEAH B SCHWER
1607 050 ST

MAIL TO ADDRESS
ADAM T & LEAH B SCHWER
1607 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 31 T2 R23
COM ON S LINE OF 50TH ST
274.11 FT E OF CT LINE OF
17TH AVE TH S 148 FT E 45
FT N 148 FT W TO BEG 7 FT
RESERVED FOR ALLEY
DOC#1240702 DOC#1242655 DOC#128277
DOC#1419063 DOC#1419148 DOC#144143
DOC#1456434
DOC#1620443 ORDER TO RAZE

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 0.00 $20,180.64

GRAND TOTALS PARCELS 4 FOOTAGE 0.000 TOTAL COST $20,180.64

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for
Building and Zoning Reinspection Fees
(Account #110-00-44806)

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of **$12,660.00,** be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-127-001-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #145046

PROPERTY ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 060 ST

MAIL TO ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 60TH ST
KENOSHA, WI 53140-3806

LEGAL DESCRIPTION
LOT 1 BLK 3 PENNEFEATHER'S
WESTERN ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1464 P 645
DOC#1487197
DOC#1614220

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 01-122-01-127-001-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #145122

PROPERTY ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 060 ST

MAIL TO ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 60TH ST
KENOSHA, WI 53140-3806

LEGAL DESCRIPTION
LOT 1 BLK 3 PENNEFEATHER'S
WESTERN ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1464 P 645
DOC#1487197
DOC#1614220

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-301-015-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #144364

PROPERTY ADDRESS
KK PARTNERS LLC
3032 ROO RD

MAIL TO ADDRESS
KK PARTNERS LLC
219 OAK LN
WINTHROP HARBOR, IL 60096

LEGAL DESCRIPTION
11511 LOTS 17 & 18 GRAVES
SUB SW 1/4 SEC 1 T 1 R 22
DOC# 937546
DOC#1020452
DOC#1478341
DOC#1539087

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 01-122-01-301-015-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #144984

PROPERTY ADDRESS
KK PARTNERS LLC
3032 ROO RD

MAIL TO ADDRESS
KK PARTNERS LLC
219 OAK LN
WINTHROP HARBOR, IL 60096

LEGAL DESCRIPTION
11511 LOTS 17 & 18 GRAVES
SUB SW 1/4 SEC 1 T 1 R 22
DOC# 937546
DOC#1020452
DOC#1478341
DOC#1539087

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 02-122-02-483-002-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144209

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
3920 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
C/O MIKE DANAH
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOTS 30, 31 & 32 EXCEPT THE S
7 FT IN O'NEILL'S GRAND VIEW SUB
BEING PT OF SE 1/4 SEC 2 T 1 R 22
EXC V 1315 P720-721 1989 FOR HWY
DOC#1068779
DOC#1389371
DOC#1395941
DOC#1426683
DOC#1448382

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 02-122-02-483-002-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144550

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
3920 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
C/O MIKE DANAH
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOTS 30, 31 & 32 EXCEPT THE S
7 FT IN O'NEILL'S GRAND VIEW SUB
BEING PT OF SE 1/4 SEC 2 T 1 R 22
EXC V 1315 P720-721 1989 FOR HWY
DOC#1068779
DOC#1389371
DOC#1395941
DOC#1426683
DOC#1448382

-- -- -- -- -- -- -- -- -- -- -- --

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION BLDG/ZONE REINSP FFOR PROJECT: 10-011

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
02-122-02-483-002-0	0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144630

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
3920 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
C/O MIKE DANAH
KENOSHA, WI 53141

LEGAL DESCRIPTION
LOTS 30, 31 & 32 EXCEPT THE S
7 FT IN O'NEILL'S GRAND VIEW SUB
BEING PT OF SE 1/4 SEC 2 T 1 R 22
EXC V 1315 P720-721 1989 FOR HWY
DOC#1068779
DOC#1389371
DOC#1395941
DOC#1426683
DOC#1448382

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 03-122-04-126-030-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #145121

PROPERTY ADDRESS
PLAIN JAR LLC
7517 060 ST

MAIL TO ADDRESS
PLAIN JAR LLC
970 N OAKLAWN AVE
ELMHURST, IL 60126

LEGAL DESCRIPTION
PT NE 1/4 SEC 4 T 1 R 22 BEG
756.7 FT W OF NE COR NE 1/4
SEC 4 ON W LN C & NW RR ROW
TH S 200.02 FT TO NE COR CSM
#2167 DOC#1170721 TH W 1863.72
FT TO W LN 1/4 AND NW COR CSM
TH N 200.13 FT TO N 1/4 COR TH
E 1868.46 FT TO POB EXC ROAD
ROW ACROSS N 33 FT 7.15 AC
ANNEX ORD 4-00 DOC#1171067
(2001 ANNEX 80-4-122-041-0305 & -0
DOC#1383590 DOC#1383592 DOC#138359
DOC#1383597 DOC#1383599 DOC#138360
DOC#1383602 DOC#1383604 DOC#138360
DOC#1383607 DOC#1383608 DOC#138361
DOC#1544968 DOC#1544971 DOC#157501

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
04-122-12-130-009-0	0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #144365

PROPERTY ADDRESS
AQUEEL AHMED
2911 075 ST

MAIL TO ADDRESS
AQUEEL AHMED
2911 75TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
PT NE 1/4 SEC 12 T1 R22 TH NORTH
245 FT OF THE FOL: BEG INTERSECT
OF S LN 75TH ST & E'LY LN CNS&M
RAIL ROAD TH S'LY 577.51 FT ALG
CURVE OF RR TO CTR LN 76TH ST TH
SW'LY ALG C/L 76TH ST 100.49 FT
TH N'LY 580.66 FT TO SOUTH LN
75TH ST E 101.18 FT TO POB
V 1234 P 24 .56 AC M/L EXCL RD
DOC#1072691
DOC#1389383

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT			
04-122-12-130-013-0	0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #143988

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-130-013-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144367

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 04-122-12-130-013-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144740

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 04-122-12-130-013-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144820

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-130-013-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144955

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 04-122-12-130-013-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #145142

PROPERTY ADDRESS
SOUTHPORT LUMBER CO
2929 075 ST

MAIL TO ADDRESS
SOUTHPORT LUMBER CO
501 COLUMBINE LN
WEST CHICAGO, IL 60185

LEGAL DESCRIPTION
LOTS 421, 422, 423, & 424 GREATER
KENOSHA LAND CO 2ND SUB PT NE 1/4
SEC 12 T1 R22 .91 AC
(1999 PT 04-122-12-130-002 & -003)

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 04-122-12-401-001-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144764

PROPERTY ADDRESS
U S PETROLEUM INC
8004 022 AV

MAIL TO ADDRESS
U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
THE N 175 FT OF E 100 FT BLK 1
SUNNYSIDE PARK 1 SE 1/4 SEC 12
T 1 R 22 INCL EASEMENT
DOC #978054
DOC#1272786

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #144626

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #144679

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #144859

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #144922

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #145114

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 05-123-06-405-004-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - FENCE VISION CLEARANC
PERMIT #145047

PROPERTY ADDRESS
JOYCE L VENEZIALE TRUST U/A 7/8/94
611 068 PL

MAIL TO ADDRESS
JOYCE L VENEZIALE
C/O US BANK TRUST DEPT
ROCHESTER, MN 55902

LEGAL DESCRIPTION
LOT 53 ALLENDALE SUB PT
OF SE 1/4 SEC 6 T 1 R 23
V 1543 P511
DOC#1046764
DOC#1561032

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 05-123-06-432-011-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144861

PROPERTY ADDRESS
FIREHOUSE LLC
6820 SHE RD

MAIL TO ADDRESS
FIREHOUSE LLC
C/O CARMEN PILLIZZI
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOTS 5 & 6 BLK 2 R R JONES SUB
BEING PT OF SE 1/4 SEC 6 T1 R23
DOC#1041381
DOC#1418368

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 06-123-07-327-001-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #144627

PROPERTY ADDRESS
ST MARYS EV LUTH CHURCH
2001 080 ST

MAIL TO ADDRESS
ST MARYS EV LUTH CHURCH
2001 80TH ST
KENOSHA, WI 53143-5866

LEGAL DESCRIPTION
SW 1/4 SEC 7 T 1 R 23 COM 310.14 FT E OF NW COR TH E ON N 1/4 LINE 660.76 FT S 332.82 FT W 660.76 FT N 332.85 FT TO BEG EXCEPT N 47 FT FOR STREET & RESERVE E & W 25 FT FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 07-222-25-351-003-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144957

PROPERTY ADDRESS
ATC TRANSPORTATION LLC F/K/A ATC L
3700 045 ST

MAIL TO ADDRESS
ATC TRANSPORTATION LLC
10801 CORPORATE DR
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
SW 1/4 SEC 25 T 2 R 22 COM 33FT N & 40 FT E OF SW COR OF SEC TH E 884.85 FT N 190.5 FT W 885.38 FT S 190.5 FT TO BEG DOC#977804

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 07-222-25-351-003-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #145049

PROPERTY ADDRESS
ATC TRANSPORTATION LLC F/K/A ATC L
3700 045 ST

MAIL TO ADDRESS
ATC TRANSPORTATION LLC
10801 CORPORATE DR
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
SW 1/4 SEC 25 T 2 R 22 COM
33FT N & 40 FT E OF SW COR OF
SEC TH E 884.85 FT N 190.5 FT
W 885.38 FT S 190.5 FT TO BEG
DOC#977804

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 07-222-25-379-013-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144924

PROPERTY ADDRESS
EUGENEIO B & CHRISTEEN JACKSON TAL
4420 031 AV

MAIL TO ADDRESS
EUGENEIO & CHRISTEE TALIAFERRO
C/O MURPHY CREEK PROPERTIES
AURORA, CO 80018

LEGAL DESCRIPTION
LOT 142 GOLF LINKS ADD BEING
PT OF SW 1/4 SEC 25 T 2 R 22
V 1402 P665
V 1572 P 92
V 1606 P892
DOC#1458647
DOC#1500902
DOC#1613173
DOC#1621658

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-34-426-016-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL SIGNS PERMIT

PROPERTY ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GRE RD

MAIL TO ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GREEN BAY RD
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 2 CSM #2420 DOC#1391693
PT SE 1/3 SEC 34 T 2 R 22
(2005 PT 08-222-34-426-010)
V 1576 P908 1.07 AC
DOC#1044506
DOC#1049328
DOC#1394744
DOC#1394742 EASEMENT AGREEMENT

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 08-222-34-426-016-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGNS PERMIT #144787

PROPERTY ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GRE RD

MAIL TO ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GREEN BAY RD
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 2 CSM #2420 DOC#1391693
PT SE 1/3 SEC 34 T 2 R 22
(2005 PT 08-222-34-426-010)
V 1576 P908 1.07 AC
DOC#1044506
DOC#1049328
DOC#1394744
DOC#1394742 EASEMENT AGREEMENT

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-34-426-016-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #144822

PROPERTY ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GRE RD

MAIL TO ADDRESS
BECKER & KIRSCH REALTY LLC
5407 GREEN BAY RD
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 2 CSM #2420 DOC#1391693
PT SE 1/3 SEC 34 T 2 R 22
(2005 PT 08-222-34-426-010)
V 1576 P908 1.07 AC
DOC#1044506
DOC#1049328
DOC#1394744
DOC#1394742 EASEMENT AGREEMENT

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #143889

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEES - ILLEGAL OCCUPANCY
PERMIT #143987

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144177

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144269

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144352

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144813

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #144956

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 09-222-36-254-002-0	LOT 0	$100.00	$360.00	$460.00

REINSPECTION FEE - ILLEGAL OCCUPANCY
PERMIT #145048

PROPERTY ADDRESS
CENTRAL TRANSPORT INC
5015 038 AV

MAIL TO ADDRESS
CENTRAL TRANSPORT INC
REAL ESTATE DEPT
WARREN, MI 48090-0869

LEGAL DESCRIPTION
NW 1/4 SEC 36 T 2 R 22 BEG
CENTER LINE OF 38TH AV &
551.6 FT N OF S 1/4 LINE TH E
388.9 FT N 44 FT NE'LY 101.25
FT N 240.1 FT W 488.9 FT S
290.4 FT TO BEG EXC W 30 FT
FOR STREET

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-254-028-0	LOT 0	$100.00	$72.00	$172.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #144712

PROPERTY ADDRESS
DUSHUN BALLENGER
2107 050 ST

MAIL TO ADDRESS
DUSHUN BALLENGER
2107 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 2 BLK 12 SECOND RICE PARK
ADD PT NW 1/4 SEC 31 T 2 R 23
EX E 10 FT V 1218 P 487 1989
V 1636 P 505
DOC #999627
DOC#1301762
DOC#1489773

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-254-028-0	LOT 0	$100.00	$90.00	$190.00

REINSPECTION FEE - ILLEGAL SIGN
PERMIT #144819

PROPERTY ADDRESS
DUSHUN BALLENGER
2107 050 ST

MAIL TO ADDRESS
DUSHUN BALLENGER
2107 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 2 BLK 12 SECOND RICE PARK
ADD PT NW 1/4 SEC 31 T 2 R 23
EX E 10 FT V 1218 P 487 1989
V 1636 P 505
DOC #999627
DOC#1301762
DOC#1489773

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 12-223-31-254-028-0	LOT 0	$100.00	$180.00	$280.00

REINSPECTION FEE - ILLEGAL SIGNS
PERMIT #144983

PROPERTY ADDRESS
DUSHUN BALLENGER
2107 050 ST

MAIL TO ADDRESS
DUSHUN BALLENGER
2107 50TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 2 BLK 12 SECOND RICE PARK
ADD PT NW 1/4 SEC 31 T 2 R 23
EX E 10 FT V 1218 P 487 1989
V 1636 P 505
DOC #999627
DOC#1301762
DOC#1489773

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 12-223-31-460-003-0	LOT 0	$100.00	$72.00	$172.00

REINSP. FEE - ILLEGAL EXTERIOR DISPLAY
PERMIT #144817

PROPERTY ADDRESS
FRANK J ESPOSITO & DANIEL C ESPOSI
1016 060 ST

MAIL TO ADDRESS
FRANK J & DANIEL C ESPOSITO
6717 PERSHING BLVD
KENOSHA, WI 53142

LEGAL DESCRIPTION
PT OF SE 1/4 SEC 31 T 2 R 23
BLK 54 THE E 23 FT OF THE W 1/2
OF THE S 151.35 FT OF BLK 54
ALSO-COM ON S LINE OF BLK
110.475 FT E OF THE SW COR TH
N 137 FT W .15 FT S 137 FT E
.26 FT TO BEG ALSO-COM AT NW
COR OF E 1 /2 OF S 151.35 FT
OF BLK 54 TH S 50 FT E 20 FT N
50 FT W 20 FT TO BEG 3060-1B
DOC#1557713

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 0.00 $12,660.00

PAGE 22

GRAND TOTALS PARCELS 42 FOOTAGE 0.000 TOTAL COST $12,660.00

PAGE 23

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Erosion Control Reinspection Fees (Account #501-00-44806)

BE IT RESOLVED, that special assessments for reinspection fees during 2010, in the total amount of **$172.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

RUN DATE: 10/11/10

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION EROSION CONTROL FOR PROJECT: 10-009

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
01-122-01-432-021-0	0	$100.00	$72.00	$172.00

EROSION CONTROL REINSPECTION FEE
PERMIT #144812

PROPERTY ADDRESS
MULTIPLE PROPERTIES III LLC
2801 069 ST

MAIL TO ADDRESS
MULTIPLE PROPERTIES III LLC
2801 69TH ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
9691-2A PT OF SE 1/4 SEC 1 T 1
R 22 COM AT INTERSEC OF C/L 69TH
ST & E ROW ABANDONED RAIL ROAD TH
W 120.93 FT TO E LN 28TH AVE TH S
50.10 FT TO S LN 69TH ST TH W ALG
S LN 13.07 FT TH S 13 DG 43 MIN 30
SEC E 302.82 FT ALG RR TH SE'LY
118.50 FT TO E'LY ROW RR TH NE'LY
ALG RR 385 FT TO POB DOC#1494259
INCL EASEMENT FOR INGRESS & EGRESS
(2007 PT 01-122-01-432-011 & -016)
DOC#1235775 1 AC
DOC#1483970
DOC#1494260 EASEMENT
DOC#1494259
DOC#1525141

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 0.00 $172.00

PAGE 1

GRAND TOTALS PARCELS 1 FOOTAGE 0.000 TOTAL COST $172.00

PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for
Unpaid Permit Fees
(Account #110-00-44810)

BE IT RESOLVED, that special assessments for permit fees during 2010, in the total amount of **$1,660.00,** be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 01-122-01-127-001-0	LOT 0	$100.00	$360.00	$460.00

SIGN PERMIT #144839

PROPERTY ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 060 ST

MAIL TO ADDRESS
BACIS BAR AND RESTAURANT LLC
2901 60TH ST
KENOSHA, WI 53140-3806

LEGAL DESCRIPTION
LOT 1 BLK 3 PENNEFEATHER'S
WESTERN ADD PT OF NE 1/4
SEC 1 T 1 R 22
V 1464 P 645
DOC#1487197
DOC#1614220

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 01-122-01-361-003-0	LOT 0	$100.00	$90.00	$190.00

SIGN PERMIT #144063

PROPERTY ADDRESS
PABLO C GONZALES JR
3825 ROO RD

MAIL TO ADDRESS
PABLO C GONZALES JR
3425 W RUSH AVE
LAS VEGAS, NV 89141

LEGAL DESCRIPTION
LOT 1 & 2 H C CROOK'S WESTERN
SUB PT SW 1/4 SEC 1 T 1 R 22
EXC FOR ROOSEVELT RD ROW V1315
P402 1989 & V1315 P402 CORRECT
DOC#1399444

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
03-122-10-176-030-0	0	$100.00	$90.00	$190.00

SIGN PERMIT #144111

PROPERTY ADDRESS
AIRGAS-NORTH CENTRAL INC
5703 077 ST

MAIL TO ADDRESS
AIRGAS-NORTH CENTRAL INC
PO BOX 4057
WATERLOO, IA 50704-4057

LEGAL DESCRIPTION
PT NE 1/4 SEC 10 T 1 R 22 COM 329.2 FT W & 1037.59 FT S OF NE COR SD 1/4 SEC TO S LN 77TH ST TH S 361.16 FT TO N'LY RR ROW S 53 DEG 15' W 204.26 FT N 476.85 FT TO S LN 77TH ST TH E 168.40 FT TO POB 1980 V1045 P632 V 1354 P 403 1.62 AC
DOC #1403178

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT			
03-122-10-427-235-0	0	$100.00	$60.00	$160.00

FENCE PERMIT # 144077

PROPERTY ADDRESS
JOHN & HEATHER GADDY
8130 062 AV

MAIL TO ADDRESS
JOHN & HEATHER GADDY
8130 62ND AVE
KENOSHA, WI 53142-1842

LEGAL DESCRIPTION
LOT 75 ALESCI'S VILLA SERENA FIRST ADD SUB PT NW 1/4 OF SE 1/4 SEC 10 T 1 R 22 1979 V 1035 P 212
DOC#1617076

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER	LOT	ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
07-222-13-476-022-0	0	$100.00	$90.00	$190.00

UNPAID PERMIT FEE - SIGN
PERMIT #145199

PROPERTY ADDRESS
PIER ENTERPRISES LLC
2324 018 ST

MAIL TO ADDRESS
PIER ENTERPRISES LLC
1612 12TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT B CSM# 2251 DOC#1217512 A
BEING A RE-DIVISION LOT 2 CSM
1797 DOC #983837 1996 BEING
A REDIVISION OF PARCELS A-1 &
A-2 CSM #1669 V 1587 P58 1994
PT SE 1/4 OF SE 1/4 SEC 13 T2
R22 ALSO W 5 FT LOT A DOC#1390183
(1996 PT 07-222-13-476-018 & -019)
(2002 PT 07-222-13-476-017)
(2005 LOT LINE ADJUSTMENT)
DOC#1055642 .78 AC
DOC#1227796
DOC#1311833 .81 AC
DOC#1381799
DOC#1390184 & 1390185 EASEMENTS
DOC#1426934
DOC#1496400 JOINT DRIVEWAY AGREEME
DOC#1557731

-- -- -- -- -- -- -- -- -- -- -- --

		ADMIN. FEE	PERMIT FEE	TOTAL ASSESSMENT
PARCEL NUMBER 08-222-34-201-040-0	LOT 0	$100.00	$180.00	$280.00

SIGN PERMIT #145103

PROPERTY ADDRESS
INDUSTRIAL REAL ESTATE II LLC
4611 068 AV

MAIL TO ADDRESS
INDUSTRIAL REAL ESTATE II LLC
2341 INDUSTRIAL DR
NEENAH, WI 54956

LEGAL DESCRIPTION
PT NW 1/4 SEC 34 T 2 R 22 COM AT NE COR SD 1/4 SEC TH W 1040.45 FT TH S 443.25 FT TO POB TH E 377.12 FT TH S 157.28 FT TH W 376.96 FT TH N 169.98 FT TO POB 1992 (08-222-34-201-010) V1687 P789 1.416 AC
DOC #978759
DOC#1075169
DOC#1282246
DOC#1616556

-- -- -- -- -- -- -- -- -- -- -- --

PARCEL NUMBER 09-222-36-254-001-0	LOT 0	$100.00	$90.00	$190.00

SIGN PERMIT #142516

PROPERTY ADDRESS
KENOSHA ASSOCIATES
3408 052 ST

MAIL TO ADDRESS
KENOSHA ASSOCIATES
4801 W GOLF RD, STE 200
SKOKIE, IL 60077

LEGAL DESCRIPTION
16955-37 THRU 49 16955-50-2 51-2 52 -2 53A1A 16955-148 THRU 150 NW 1/4 SEC 36 T 2 R 22 BEG 120 FT N OF NW COR 34TH AVE & 52ND ST TH N 848.56 FT W 809.34 FT S 176.4 FT ELY 139.7 7 FT S 305.48 FT E 172.64 FT S 486. 56 FT E 379.98FT N 120 FT E 120FT TO BEG INCL LOTS 95 THRU 97 WILSON HGTS LOTS 37 THRU 49 PTS OF LOTS 50 THRU 52 MIDTOWN SUB

-- -- -- -- -- -- -- -- -- -- -- --

STREET TOTAL 0.00 $1,660.00

GRAND TOTALS PARCELS 7 FOOTAGE 0.000 TOTAL COST $1,660.00

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

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 20, 2010, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Four Thousand Three Hundred Nineteen Dollars and Sixty cents ($4,319.60) 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 _____, 2010.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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

RECEIVED
SEP 21 2010

DATE: September 20, 2010

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director RB

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

---

1.) **2115 64th St** — PARCEL # 05-123-06-255-004

OWNER OF RECORD:
Mary Demet
2808 Oregon S
Racine WI 53405

Cleanup Date: 08/05/10

ASSESSMENT:	
Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

2.) **6410 20th Av** — PARCEL # 05-123-06-256-024

OWNER OF RECORD:
Talman Ventures LLC
P O Box 580142
Pleasant Prairie WI 53158

Cleanup Date: 08/05/10

ASSESSMENT:	
Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

3.) **4533 25th Av** — PARCEL # 09-222-36-103-007

OWNER OF RECORD:
Tallman Ventures LLC
P O Box 580142
Pleasant Prairie WI 53158

Cleanup Date: 08/05/10

ASSESSMENT:	
Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

4.) **2622 63rd St** PARCEL # 01-122-01-132-005

OWNER OF RECORD:
Nudi Family LLC
521 Deerpath DR
Winthrop Harbor IL 60096

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

Cleanup Date: 08/09/10

5.) **1820 63rd St** PARCEL # 05-123-06-231-020

OWNER OF RECORD:
Winter Real Estate Enterprises
P O Box 704
Crystal Beach FL 34681

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	**166.15**

Cleanup Date: 08/09/10

6.) **5420 23rd Av** PARCEL # 09-222-36-409-015

OWNER OF RECORD:
Juana Luna
5420 23rd Av
Kenosha WI 53140

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

Cleanup Date: 08/09/10

7.) **1600 17th Av** PARCEL # 10-223-18-304-015

OWNER OF RECORD:
Robert Seal
8619 Cooper Rd
Pleasant Prairie WI 53158

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

Cleanup Date: 08/09/10

8.) **7613 30th Av** PARCEL # 04-122-12-131-004

OWNER OF RECORD:
Karlton Sisson
815 57th St
Kenosha WI 53140

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	**166.15**

Cleanup Date: 08/13/10

9.) **4027 14th Av** PARCEL # 11-223-30-308-008

OWNER OF RECORD:
Alex Petri
Beverly Dresen
4027 14th Av
Kenosha WI 53140

ASSESSMENT:

Administrative Fee	75.00
Clean up	420.00
Certified Mail	
Newspaper Posting	
TOTAL:	**495.00**

Cleanup Date: 08/13/10

10.) **1618 72nd St** PARCEL # 05-123-06-379-012

OWNER OF RECORD:
Yuenkel Enterprises LLC
4208 47th Av
Kenosha WI 53144

ASSESSMENT:

Administrative Fee	75.00
Clean up	250.00
Certified Mail	
Newspaper Posting	
TOTAL:	**325.00**

Cleanup Date: 08/17/10

11.) **5035 40th Av** PARCEL # 08-222-35-176-009

OWNER OF RECORD:
BAC Home Loans Servicing LP
7105 Corporate Dr PTX-B-209
Plano TX 75024

ASSESSMENT:

Administrative Fee	75.00
Clean up	425.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	**506.15**

Cleanup Date: 08/17/10

12.) **820 65th St** PARCEL # 05-123-06-177-020

OWNER OF RECORD:
Hans D Jr & Cara M Bremer
595 Hidden Creek Dr
Antioch IL 60002

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

Cleanup Date: 08/18/10

13.) **4224 45th Av** PARCEL # 08-222-26-452-028

OWNER OF RECORD:
Peter Gennaccaro
4224 45th Av
Kenosha WI 53144

ASSESSMENT:

Administrative Fee	75.00
Clean up	950.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	**1,031.15**

Cleanup Date: 08/19/10

14.) **1412 68th St** PARCEL # 05-123-06-302-013

OWNER OF RECORD:
S Robert Shay
708 Diamond Lake Rd Unit 5
Mundelein IL 60060-3566

ASSESSMENT:

Administrative Fee	75.00
Clean up	75.00
Certified Mail	
Newspaper Posting	
TOTAL:	**150.00**

Cleanup Date: 07/08/10

15.) **2110 54th St** PARCEL # 12-223-31-330-009

OWNER OF RECORD:
Kendall & Geraldine Hirata
2235 Hanlon Rd
Libertyville IL 60048

ASSESSMENT:

Administrative Fee	75.00
Clean up	125.00
Certified Mail	
Newspaper Posting	
TOTAL:	**200.00**

Cleanup Date: 09/01/10

16.) **4506 29th Av** PARCEL # 09-222-36-128-015

OWNER OF RECORD:
Freddie & Janet Delacy
9036 15th Av
Kenosha WI 53143

Cleanup Date: 09/01/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	**160.00**

CHARTER 26 TOTAL	**$ 4,319.60**

DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection • Property Maintenance • Zoning Enforcement

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

FROM: Mitchell J. Engen, Supervisor, Property Maintenance MJE
Department of Neighborhood Services and Inspections

SUBJECT: Request to Rescind Administrative Fee

DATE: October 12, 2010

A $72.00 reinspection fee was levied against the property at 6025 14th Avenue on July 12, 2010, because repairs to the property had not been completed. The owner filed an appeal of the fee on August 9, 2010. After meeting with the owner, it was agreed to put a hold on the fee for thirty days during which time the repairs would be made.

After thirty days the repairs had not been finished, so the fee was reinstituted and processed as a special assessment on September 20, 2010. The owner has now come forward to say he did not understand that the fee would be reinstituted if the repairs were not finished. He claims he would have paid the $72.00 fee prior to it going to special assessment. The owner is not disputing the work was not done and has agreed to pay the original reinspection fee.

Given that he may have been confused as to the process; and, is willing to pay the original reinspection fee for failing to make the repairs, staff is recommending that the $100.00 administrative fee be rescinded.

MJE:kah

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

RESOLUTION NO._____

BY: FINANCE COMMITTEE

To Rescind One (1) Administrative Fee for a Special Assessment Levied by Resolution No. 139-10 Against Parcel No. Parcel No. 05-123-06-201-008 (6025 14th Avenue), Kenosha, Wisconsin

WHEREAS, on September 20, 2010, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 139-10 levying special assessments for property maintenance reinspection fees for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined to rescind the administrative fee for the assessment on one (1) of those parcels; to wit: Parcel No. 05-123-06-201-008 (6025 14th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that one (1) administrative fee in the total amount of $100.00 levied by Resolution No. against Parcel No. Parcel No. 05-123-06-201-008 (6025 14th Avenue) Kenosha, Wisconsin be and hereby is rescinded.

Passed this _____ day of _____, 2010

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO REMOVE THE EXISTING "NO PARKING, STANDING OR STOPPING, 7:30 A.M. - 4:30 P.M., ON SCHOOL DAYS", RESTRICTION ON THE EAST SIDE OF 8TH AVENUE NORTH OF 49th STREET APPROXIMATELY ONE HUNDRED SIXTY FEET.

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the existing **"NO PARKING STANDING OR STOPPING 7:30 a.m. - 4:30 p.m. on School Days "** restriction on the East side of 8th Avenue north of 49th Street approximately one-hundred sixty feet (160'), be and hereby is removed and rescinded.

Adopted this _____ day of _____, 2010.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____
Keith G. Bosman

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO DESIGNATE AS "ONE HOUR PARKING 8 A.M. - 6:00 P.M., MON. - SAT., EXCEPT HOLIDAYS", BOTH SIDES OF 56TH STREET ALONG THE MEDIAN FROM SHERIDAN ROAD TO 11TH AVENUE AND TO DESIGNATE "ONE HOUR PARKING 8 A.M. - 6:00 P.M., MON. - SAT., EXCEPT HOLIDAYS", AT THE EAST SIDE OF 10TH AVENUE, FROM 57TH STREET TO APPROXIMATELY EIGHTY FEET (80') NORTH OF 56TH STREET

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that both sides of 56th Street along the median from Sheridan Road to 11th Avenue, be and hereby is designated as **"ONE HOUR PARKING 8 A.M. - 6:00 P.M., MON. - SAT., EXCEPT HOLIDAYS"**.

BE IT FURTHER RESOLVED that the East side of 10th Avenue from 57th Street to approximately eighty feet (80') North of 56th Street, be and hereby is designated as **"ONE HOUR PARKING 8 A.M. - 6:00 P.M., MON. - SAT., EXCEPT HOLIDAYS"**.

Adopted this _____ day of _____, 2010.

ATTEST:_____City Clerk

APPROVED:_____Mayor Date:_____
Keith G. Bosman

Drafted By:
MATTHEW A. KNIGHT,
Deputy City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	August 26, 2010	Item 3
Resolution to approve a three-lot Certified Survey Map to be located at 6435 Green Bay Road, District #17. (T Properties, LLC) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6435 Green Bay Road
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- ***This item was reviewed by the City Plan Commission on July 22, 2010 and August 2, 2010. The item was deferred for two weeks on July 22,2010 and again on August 2, 2010 for Staff and the applicant to review some options. Staff has drafted an Amendment to Chapter 17 of the Code of General Ordinances to allow for Land Divisions that do not have public street frontage, but have approved private street access.***

- The applicant has submitted a Certified Survey Map to split one parcel of this development currently under construction into three parcels. The building on proposed Lot 2 of the Certified Survey Map is currently under construction as a daycare. A building has been approved for Lot 1, but is not yet constructed. No building has been approved for Lot 3.

- The overall development also has two other parcels that are unaffected by this proposed lot split.

- Lot 2 of the proposed Certified Survey Map would be landlocked with no street frontage. This is a violation of Section 17.09 F.3. of the Code of General Ordinances, which requires every lot to have a minimum of forty (40') feet of street frontage. Section 17.03 G. of the Code of General Ordinances provides a process to grant a Special Exception to any requirement of Chapter 17 of the Code of General Ordinances. A copy of those criteria is attached. All five criteria must be satisfied for the Special Exception to be granted. The applicant's architect has submitted a response to the criteria, which must be complied with prior to Common Council approval of the Special Exception.

- Staff concludes that three of the five criteria are not properly addressed. Therefore, the Special Exception should not be granted. Those criteria are:
  - **Unique Circumstances.** There does not appear to be any unique circumstances to this lot. The only hardship appears to be financial. The property could be used as a daycare with the current lot configuration which would include the street frontage. *NOT SATISFIED*

  - **Preservation of Property Rights.** The response indicates that it is the norm for non-residential uses to be on separate properties. The Zoning Ordinance allows, and in several cases we have approved, several commercial buildings on one parcel. Again, the parcel could be used as a daycare with the current lot configuration that has street frontage with another building or buildings on the parcel. *NOT SATISFIED*

- **Absence of Detriment.** The proposed landlocked parcel is contrary to the purpose and spirit of the Code of General Ordinances for orderly division of land. *NOT SATISFIED*
- **Conformity .** This criteria is met with the proposed application. *SATISFIED*
- **Minimum Application.** This criteria is met with the proposed application. *SATISFIED*

- Another major concern comes from the Kenosha Water Utility. The applicant was informed, by letter at the beginning of this project in 2007, that each parcel must be served by its own sewer and water lateral. This development was proposed with, and constructed with, three separate laterals to service the three separate parcels that existed in conformance with Chapter 32 of the Code of General Ordinances. The applicant is now trying to create this landlocked parcel (Lot 2) that would have a sewer and water lateral serving and crossing over another parcel (Lot 1). By Ordinance, one lateral cannot serve multiple buildings on separate parcels. If the Certified Survey Map was approved, the present layout of sewer and water service on the site would be in conflict with Chapter 32 of the Code of General Ordinances. The applicant could run a separate service to Lot 1 to be in compliance with Chapter 32, if the Certified Survey Map is approved. Staff is concerned that an approval of this Certified Survey Map would set a precedent for future landlocked lot splits on this project.
- The Assessor's office has registered their concern over the establishment of a landlocked parcel and the Storm Water Utility has indicated that the stormwater management plan and the maintenance of the stormwater detention basin could be affected by the lot split and should be amended.
- Staff informed the application of its concerns on July 14, 2010 and indicated the recommendation on the Certified Survey Map will be denial. The applicant asked that the Certified Survey Map still be placed on the agenda for review.

RECOMMENDATION:

A recommendation is made for the City Plan Commission to approve the Certified Survey Map, but delay Common Council action until the Ordinance Amendment has been adopted addressing the issue of lot frontage on a private street.

B. RLO

Brian R. Wilke, Development Coordinator
1CPC/2010/Aug26/6fact-csm-6435gbr

Jeffrey B. Labahn, Director of City Development

RESOLUTION NO: _____- 10

BY: THE MAYOR

TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP
Property located at 6435 Green Bay Road (T Properties)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to three parcels located at 6435 Green Bay 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. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.

5. An Ordinance Amendment to the public street frontage requirements of Section 17.09 F.3. of the Code of General Ordinances shall be approved by the Common Council.

6. Include *Keith G. Bosman, Mayor* and *Michael Higgins, City Clerk* on the signature line on Sheet 3 of 3.

7. Address all the discrepancies with the formatting of the Certified Survey Map as detailed on the attached review sheet.

8. The Stormwater Management Agreement for the development shall be revised and approved by the Storm Water Utility prior to recording.

9. Separate Sewer and Water service plans and Easements for the service shown for Lot 1 must be approved by the Kenosha Water Utility prior to the recording of the Certified Survey Map.

10. 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 _____, 2010

ATTEST: _____
Debra L. Salas, Deputy City Clerk

APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of City Development
1CPC/2010/Aug2/resol-csm-6435gbr

Bravo Realty

Certified Survey Map Comments

1. Page 1: Abbreviated legal description reads, "...Tax Parcel 03-122-03-126-628A...". This is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The actual Tax ID number is 03-122-03-150-001.

2. Page 1: Bearings and distances highlighted in yellow are unreadable.

3. Page 1: There is a note which seems to refer to the parcel immediately adjacent to the East, and indicates that it is "Tax Key #151-001". Again, this is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The parcel immediately adjacent to the East is 03-122-03-151-008.

4. Page 1: There is a note which seems to refer to the parcel immediately adjacent to the South, and indicates that it is "Tax Key #151-002". Again, this is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The parcel immediately adjacent to the South is 03-122-03-151-003.

5. Page 2: Abbreviated legal description reads, "...Tax Parcel 03-122-03-126-628A...". This is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The actual Tax ID number is 03-122-03-150-001.

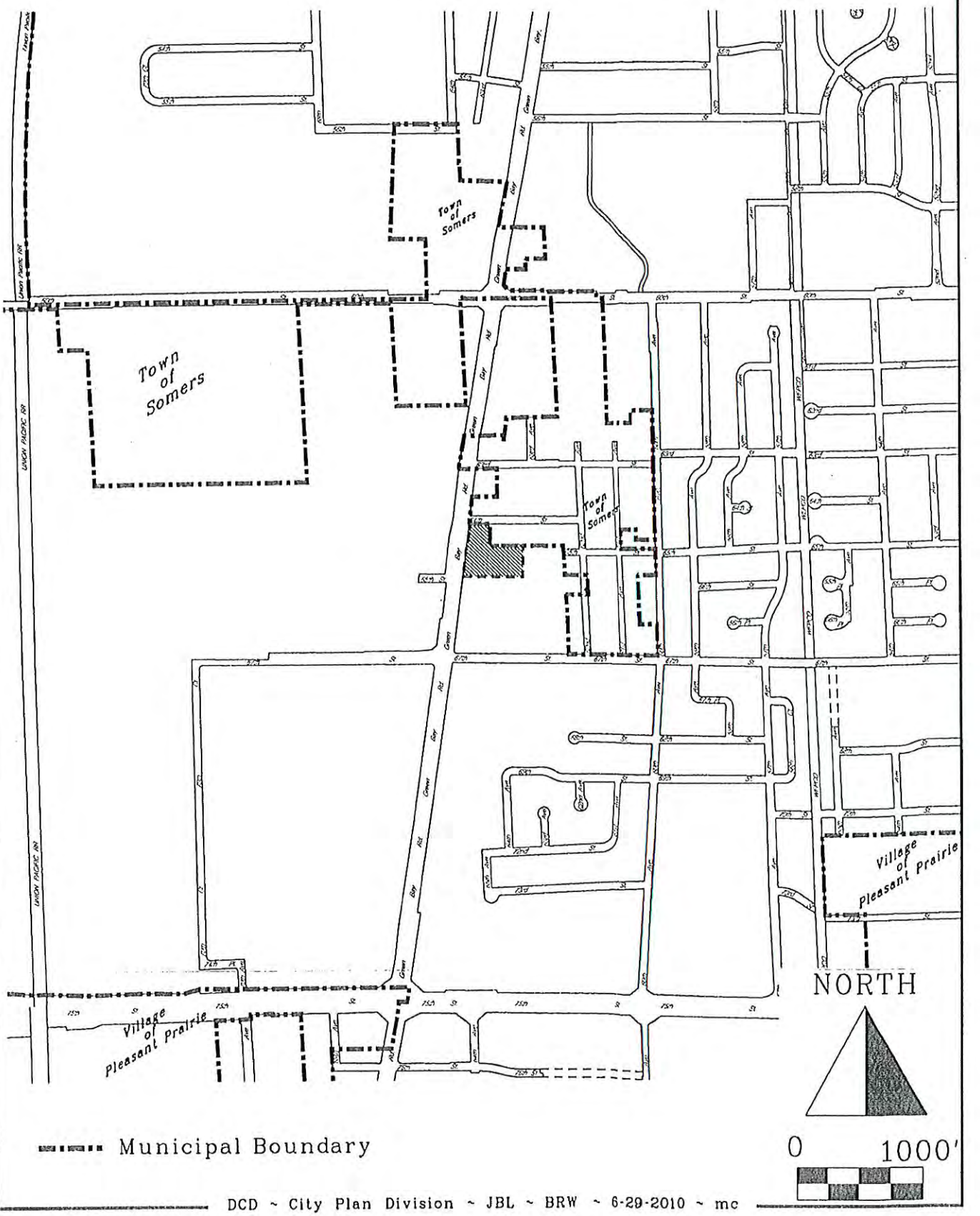
6. Page 2: The legal description reads, "...thence N 89°15'18 W, along the North line of Certified Survey Map No. 1539, 114.67 feet ...". The North line of CSM 1539, west of the ¼ section line bears N 89° 45'27"E for a distance of 114.36 feet to the East line of Green Bay Road according to the recorded copy thereof, as document #882331 in Volume 1478 Pages 798-99 in the office of the Kenosha County Register of Deeds.

7. Page 2: The legal description reads, "...thence S89°14'47"E along said South Right of Way line of 64th Street..." and later reads, :...thence S89°15'18"E along the South line of GREEN LAWNS, a recorded subdivision...". These lines are parallel and therefore should have the same bearings, according to the original plat of subdivision which was recorded in the Kenosha County Register of Deeds office in Volume 9 of Plans on Page 79 on the 11th of August 1953.

8. Section 17.09(F)(3) of the City of Kenosha Code of General Ordinances requires that, "Every lot shall front or abut a public street for a distance of at least forty (40') feet. ...". The proposed Lot 2 has no public street frontage.

City of Kenosha

Vicinity Map
Kenosha Medical Campus CSM



DCD ~ City Plan Division ~ JBL ~ BRW ~ 6-29-2010 ~ mc

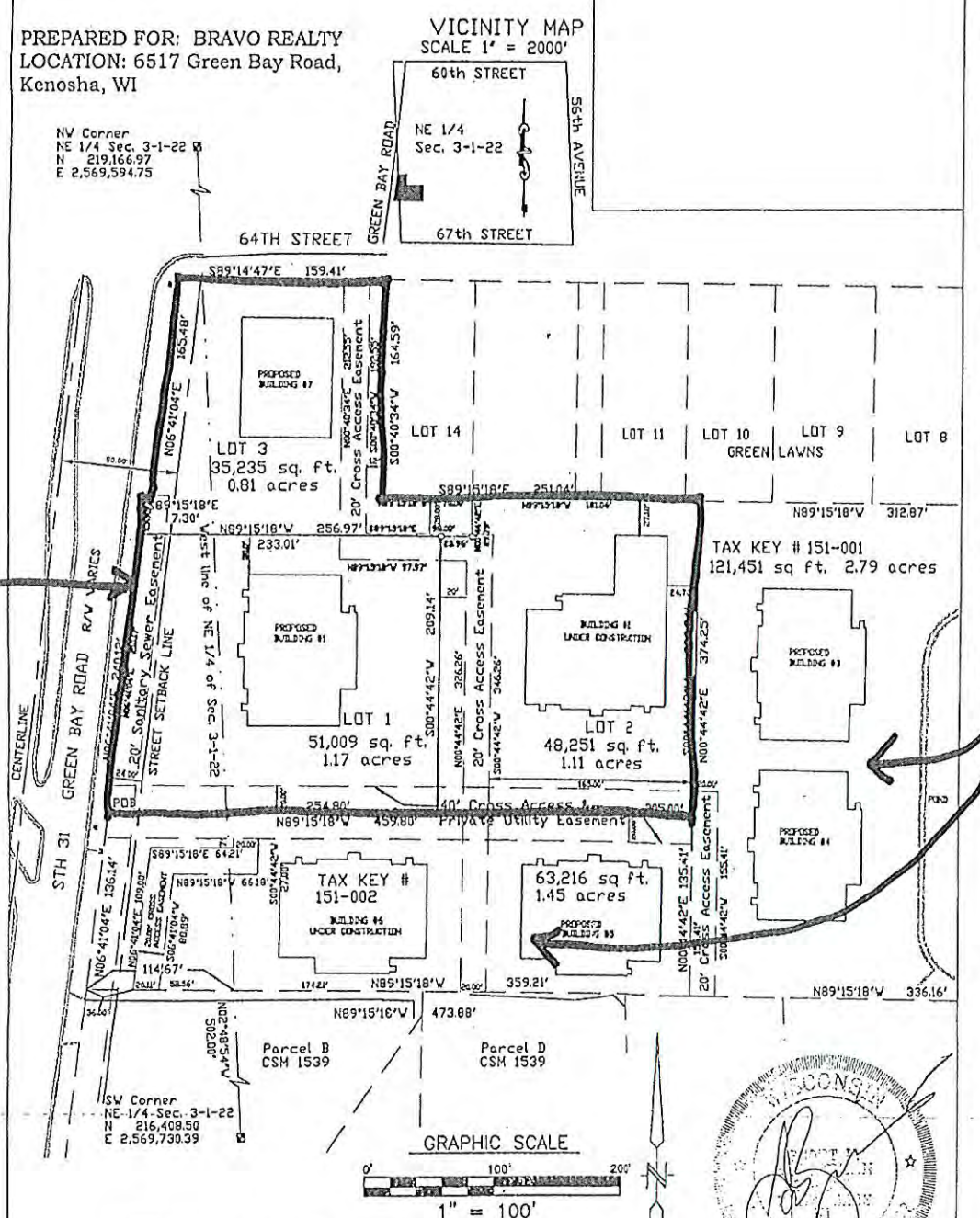
Subject Property

Parcels not involved in C.S.M.

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF TAX PARCEL 03-122-03-126-628A, BEING A PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

PREPARED FOR: BRAVO REALTY
LOCATION: 6517 Green Bay Road, Kenosha, WI



NOTES:
O - DENOTES 1"x24" IRON PIPE 1.68 LBS. PER LINEAL FOOT SET.
● - DENOTES 1" IRON PIPE FOUND.
BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE NE 1/4 OF SECTION 3-1-22 IS TAKEN TO BEAR NORTH 02°48'54" WEST.
THIS PROPERTY IS SUBJECT TO A MAINTENANCE AND RESTRICTIONS AGREEMENT DATED MAY 1, 2010.

Survey No. 210014

THIS INSTRUMENT DRAFTED BY
SCOTT F. ZIMMERMAN, RLS-2639

MAY 17, 2010
SHEET 1 OF 3

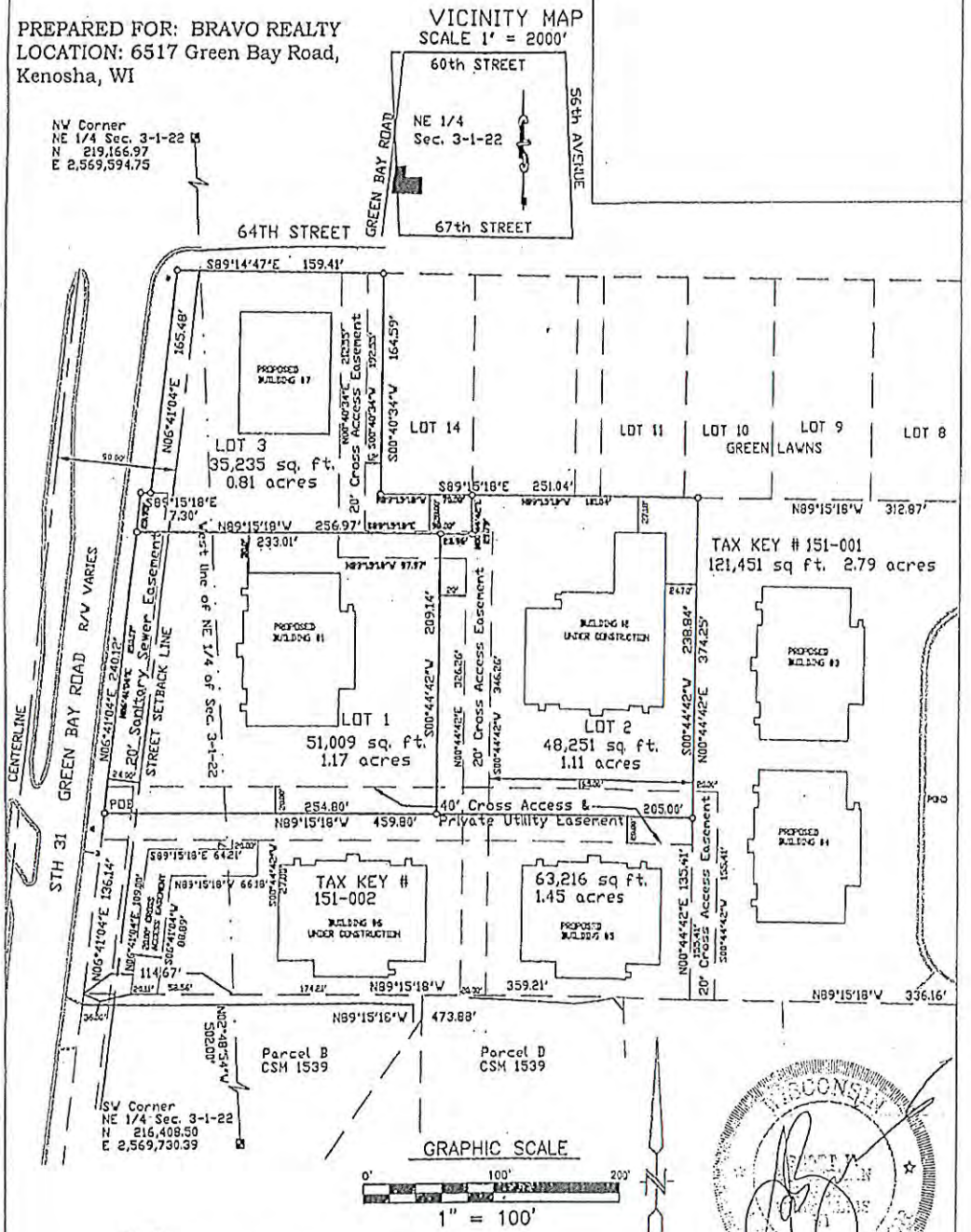
METROPOLITAN ENGINEERING, INC.
20875 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI 53186
PH (262) 782-2221 FAX 782-4426

D:\ACAD DRAWINGS\Kenosha County\STH 31\Building 7 CSM.dwg 5/24/2010 8:49:13 AM CDT

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF TAX PARCEL 03-122-03-126-628A, BEING A PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

PREPARED FOR: BRAVO REALTY
LOCATION: 6517 Green Bay Road, Kenosha, WI



NOTES:
O - DENOTES 1"x24" IRON PIPE 1.68 LBS. PER LINEAL FOOT SET.
● - DENOTES 1" IRON PIPE FOUND.
BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE NE 1/4 OF SECTION 3-1-22 IS TAKEN TO BEAR NORTH 02°48'54" WEST. THIS PROPERTY IS SUBJECT TO A MAINTENANCE AND RESTRICTIONS AGREEMENT DATED MAY 1, 2010.

Survey No. 210014

THIS INSTRUMENT DRAFTED BY
SCOTT F. ZIMMERMAN, RLS-2639

MAY 17, 2010
SHEET 1 OF 3

METROPOLITAN ENGINEERING, INC.
23815 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI 53186
PH. (262) 782-2221 FAX 782-4426

D:\ACAD DRAWINGS\Kenosha County\STH 31\Building 7 CSM.dwg 5/24/2010 8:49:13 AM CDT

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF TAX PARCEL 03-122-03-126-628A, BEING A PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNERS' CERTIFICATE

T Properties, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that: We have caused the above described land to be surveyed, divided, and mapped as represented on this plat. We further hereby certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Kenosha County and the City of Kenosha.

WITNESS the hand of said owners this ____ day of _____, 2010.

_____

Todd Torah, Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, 2010; the above named Todd Torah, member of the above named corporation, owners of the above described land, to me known to be the such member of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____ My commission expires_____.

Notary Public, Wisconsin

CITY OF KENOSHA PLAN COMMISSION APPROVAL

Preliminary Approval_____ _____
Secretary

Final Approval_____ _____
Secretary

CITY OF KENOSHA COMMON COUNCIL APPROVAL

RESOLVED that this Certified Survey Map, being a redivision of part of the North 1/2 of Section 3, Township 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin; having been approved by the Plan Commission being the same, is hereby approved by the Common Council of the City of Kenosha on this _____ day of _____, 2010.

_____

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Kenosha, on this ____ day of _____, 2010.

_____

_____
, Clerk

Certified Survey Map No. _____

Document No. _____

Date _____

Volume _____ Pages _____

THIS INSTRUMENT DRAFTED BY
SCOTT F. ZIMMERMAN, RLS-2639

MAY 17, 2010
SHEET 3 OF 3

METROPOLITAN ENGINEERING, INC.
20875 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI 53186
PH (262) 782-8221 / FAX 782-4406

D:\ACAD DRAWINGS\Kenosha County\STH 31\Building 7 CSM.dwg 9/24/2010 8:49:13 AM CDT

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF TAX PARCEL 03-122-03-126-628A, BEING A PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Scott F. Zimmerman, a Registered Land Surveyor in the State of Wisconsin, do hereby certify that I have surveyed, divided and mapped a redivision of Tax Key Parcel 03-122-03-126-628, being that part of the North 1/2 of Section 3, Town 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as folllows: Commencing at the Southwest corner of the NE 1/4 of said Section 3; thence N 02°48'54" W, along the West line of the NE 1/4 of said Section 3, 502.00 feet ; thence N 89°15'18 W, along the North line of Certified Survey Map No. 1539, 114.67 feet to a point in the East Right of way line of Green Bay Road; thence N 06°41'04" E, along the East Right of Way line of Green Bay Road, 136.14 feet to the Point of Beginning of the lands to be described; thence continuing N 06°41'04" E, along the East Right of Way line of Green Bay Road, 240.12 feet; thence S 89°15'18" E 7.30 feet to the Southwest corner of Lot 16 of GREEN LAWNS subdivision; thence continuing N 06°41'04" E, along the East Right of Way line of Green Bay Road, 165.48 feet to a point in the South Right of Way line of 64th Street; thence S 89° 14'47" E, along said South Right of Way line of 64th Street, 159.41 feet; thence S 0°40'34" W, 164.59 feet; thence S 89° 15'18" E, along the South line of GREEN LAWNS, a recorded subdivision, 251.04 feet; thence S 00°44'42" W, 238.84 feet; thence N 89°15'18 W, 459.80 feet to the Poinf of Beginning. Said parcel containing 134,533 square feet or 3.09 acres of land.

That I have made such survey, land division and map by the direction of Shout, LLC and T Properties, LLC, Owners of said land. That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the subdivision regulations of the City of Kenosha in surveying, dividing, and mapping said land.

Date May 7.5.2010

Scott F. Zimmerman, RLS-2639

CORPORATE OWNERS' CERTIFICATE

Shout, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that: We have caused the above described land to be surveyed, divided, and mapped as represented on this plat. We further hereby certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:
Kenosha County and the City of Kenosha.

WITNESS the hand of said owners this ____ day of _____, 2010.

_____
Eihab Atout, Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2010; the above named Ehiab Atout, member of the above named corporation, owners of the above described land, to me known to be the such member of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____ My commission expires_____.
Notary Public, Wisconsin

THIS INSTRUMENT DRAFTED BY
SCOTT F. ZIMMERMAN, RLS-2639

MAY 17, 2010
SHEET 2 OF 3

METROPOLITAN ENGINEERING, INC.
20875 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI 53186
PH (262) 782-2221 FAX 782-4426

D:\ACAD DRAWINGS\Kenosha County\STH 31\Building 7 CSM.dwg 5/24/2010 8:49:13 AM CDT

comments from those departments, agencies, boards and committees required to comment thereon.

2. Advise the Subdivider of all recommendations made by the departments, agencies, boards, commissions and committees, and actions taken by the Common Council.

3. Maintain records of Subdivision Plats, Certified Survey Maps, Lot Line Adjustment Surveys, Parcel Combinations and Replat filings and actions taken. A record of fees paid and assurances posted are to be maintained by the City Clerk/Treasurer.

4. Determine that all Land Divisions and Parcel Combinations within the jurisdiction of this Ordinance requiring review by this Ordinance have been submitted for necessary review and action.

5. Assist the City Attorney in the prosecution of Ordinance violations.

F. Penalties and Remedies. Any Person who violates or fails to comply with the provisions of this Ordinance shall, upon conviction thereof, forfeit not less than One Hundred ($100.00) Dollars, nor more than One Thousand ($1,000.00) Dollars, plus the costs of prosecution for each offense, and the penalty for default of payment of such forfeiture and costs shall be imprisonment in the County Jail until payment thereof, but not exceeding six (6) months for each offense. Each day a violation exists or continues shall constitute a separate offense. Violations and concomitant penalties shall include, but not be limited to:

1. Recordation improperly made carries penalties as provided in Section 236.30, Wisconsin Statutes.

2. Conveyance of lots in unrecorded Plats carries penalties as provided for in Section 236.31, Wisconsin Statutes.

3. Monuments disturbed or not placed carries penalties as provided for in Section 236.32, Wisconsin Statutes.

4. An assessor's Plat made under Section 70.27 of the Wisconsin Statutes may be ordered as a remedy by the City, at the expense of the Subdivider, when a Subdivision as defined herein is created by successive divisions of land.

G. Special Exceptions. The Common Council may grant a special exception from any requirements of this Ordinance, upon recommendation from the City Plan Commission and Public Works Committee, if all of the following criteria are met:

1. Unique Circumstances. There are exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship. Such hardships should involve unique circumstances applicable to the land and not be of such a recurrent nature as to negate this Ordinance.

2. Preservation of Property Rights. The special exception is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity.

3. Absence of Detriment. The special exception will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

4. Conformity. The special exception will not conflict in any way with the Wisconsin State Statutes or the Comprehensive Plan.

5. Minimum Application. That the special exception shall be applied to the minimum extent practical in order to provide reasonable relief to the requirements of this Ordinance.

H. Recording. All Land Divisions and Parcel Combinations shall be recorded within the time limits specified. If not timely recorded, the Land Division or Parcel Combination approval shall be null and void, unless the time for recording has been extended by the Review Authority.

17.04 LAND DIVISION PROCEDURES AND REQUIREMENTS

A. Pre-Application. It is recommended that prior to the filing of an application for the approval of a Subdivision Plat, Certified Survey Map, Lot Line Adjustment Survey, Parcel Combination or Replat, the Subdivider consult with the City Planner in order to obtain advice and assistance. This consultation is intended to inform the Subdivider of the purpose and objectives of this Ordinance, and of the Comprehensive Plan, and to otherwise assist the Subdivider in planning the development. A Subdivider who files a conceptual Subdivision Plat or Certified Survey Map for review shall pay the fee therefor established by the Common Council, from time to time, by Resolution.

B. Public Ways. Whenever a tract of land to be divided within the jurisdiction of this Ordinance encompasses all or any part of a Public Way which has been designated on the Comprehensive Plan, said Public Way shall be made a part of the Subdivision Plat or Certified Survey Map and dedicated or reserved by the Subdivider in the locations and dimensions indicated on said Comprehensive Plan and in compliance with the design standards for Land Divisions, **Section 17.09** of this Ordinance.

William A. Morris
Architect – L.L.C.

City of Kenosha
Dept of city Development
625 52nd Street
Kenosha Wi. 53140

Att: Mr. Brain Wilke

Re: Atout CSM

Dear Mr. Wilke

To address the unique circumstances of the requested land locked parcel exception we respectfully submit the following

1. This parcel and the multiple buildings have been designed with the intent of multiple tenants which can co-exist yet be independent. Common areas have been set up and are to be maintained by the Bravo Realty without impacting the multiply building tenants This request allows the day care to function with no impact of imput from the adjacent uses

2. Each of the tenants shall function independently of each other which is more the norm for non-residential uses, giving the users enjoyment of their respective areas which is similar to the adjacent parcel such as the coletget property or the adult living facility. This project offers each building for lease or forsale

3. The granting will not create any inpact to the adjacent property owners as this multi tenant project is self contained and self sustaining.

4. This request does not conflict with the city of Kenosha Comprehensive Plan.

5. The requested exception is at the minimum that it can be asked for.

Thank you for your assistance in this matter. If you need any further information please Do not hesitate to ask..

Yours Truly

William A. Morris – RA

5308-31 Avenue • Kenosha, Wisconsin • 53144 • (262) 942-1341

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: KENOSHA MEDICAL CAMPUS

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

☐ Name and Address of Applicant [Please print]:
MR. ELHAB ATOUT
2400 RYAN ROAD
OAK CREEK WI. 53154
Phone: 414-405-1000
Fax:
E-Mail: BRAVOMAY@WI.RR.COM

X Name and Address of Architect/Engineer [Please print]:
WILLIAM A. MORRIS-ARCHITECT L.L.C
5308 31 ST AVENUE
KENOSHA WI. 53144
Phone: 262-620-0563
Fax:
E-Mail: WMORR@WI.RR.COM

☐ Name and Address of Property Owner (if other than applicant)[Please print]:
Phone:
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): BUILDING NO. 2
6435 GREENBAY ROAD

Type of Land Development

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

X	Certified Survey Map	Section 1	Page 2
☐	Concept Review (*Land Division*)	Section 2	Page 3
☐	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 4
☐	Conditional Use Permit	Section 4	Pages 5 & 6
☐	Developer's Agreement	Section 5	Page 7
☐	Final Plat	Section 6	Pages 8 & 9
☐	Lot Line Adjustment Survey	Section 7	Page 10
☐	Preliminary Plat	Section 8	Pages 11 & 12
☐	Rezoning	Section 9	Pages 13 & 14
☐	Site Plan Review	Section 10	Pages 15 & 16

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 City Development 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

Engineering Services Division
4401 Green Bay Road
Kenosha, WI 53144-1716
Phone: (262) 653-4315
Fax: (262) 653-4303

"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Mr. Brian Wilke, Development Coordinator

From: Curt Czarnecki P.E., Water Engineer

Date: July 12, 2010

Subject: Kenosha Medical Campus Certified Survey Map

Location: 6435 Green Bay Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The plans are not in conformance with the Code of General Ordinances of the Kenosha Water Utility. Based on the Kenosha Water Utility Rules and Regulations, each parcel shall be served by its own sewer lateral and water service. A sewer lateral or water service shall not cross another parcel.

Based on the the proposed CSM, the sewer lateral and water service serving Lot 2 crosses Lot 1 and therefore is not in conformance with the KWU Ruled and Regulations.

This requirement was expressed to the Developer in a review letter dated February 12, 2007.

Please feel free to contact our office for further clarification.

Sincerely,

Curt Czarnecki

Cc: Mr. Robert Carlson, P.E., Director of Engineering Services

ineering Services Division
01 Green Bay Road
enosha, WI 53144-1716
Phone: (262) 653-4315
Fax: (262) 653-4303

KENOSHA WATER UTILITY
MUNICIPAL WATER & SEWER SERVICE
SINCE 1895

"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Mr. Richard Schroeder, Development Coordinator

From: Melissa Arnot Mastopietro, P.E., Water Engineer

Date: February 12, 2007

Subject: Bravo Realty office complex concept

Location: 64th Street east of Green Bay Road

The Kenosha Water Utility has reviewed the submittal for the above referenced project. The project is approved as a concept only at this time. The following comments are to be addressed with future submittals.

1. The hydrant that is proposed to be moved can be abandoned. The proposed hydrant to the north can replace the abandoned hydrant. This hydrant would be a public not private hydrant and require an easement.
2. The property line at Green Bay Road shall be shown on the plans.
3. Each parcel shall be served by its own sewer and water service lateral. A sewer or water service lateral may not cross another parcel.
4. The Kenosha Water Utility fire hydrant detail shall be used. A copy of the KWU water and sewer detail sheets are available upon request.
5. The proposed pipe invert into the existing manhole shall be indicated on the plans.
6. Frames and lids for all sanitary manholes shall be Neenah R-1642. KWU standard details shall be used.
7. An internal/external chimney seal by Adaptor Inc. or approved equal shall be required on all sanitary manholes.
8. Bedding and backfill proposed shall be in conformance with the City of Kenosha's general specifications.
9. The water main is proposed as PVC C-900, a tracer wire shall be required.
10. Water main shall be a minimum of 6' deep. Water services shall be a minimum of 5 ½' deep.
11. The proposed water service sizes shall be indicated on the plans. There is a note that indicates 8" water service, the plans shall indicate if they will all be 8".
12. A curb stop valve is required at the property line.
13. Water services larger than 2" shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-29.
14. The proposed meter size, location, and a detail shall be included with the plans for each building.
15. All meters 1 1/2" or greater shall have a bypass with a RUB two way ball valve with locking handle.
16. Meters 3" and larger shall have a 2" test plug provided between the outlet side of the meter and the outlet valve.
17. A note shall be included to provide a 3C18 gage cable by Belden-M or approved equal in 1/2" conduit through exterior wall for the remote water meter reader.
18. No significant plantings shall be located within 5' of a hydrant.
19. A copy of the WDOC permit shall be submitted.
20. The project is proposed as an office complex, therefore, no food service is likely to be proposed. However, if there will be any food service proposed, a sampling manhole will be required for each food service facility.
21. On the utility plan, the numbers do not match or point to the items they are describing.

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

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

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

FROM: Mark McCarthy, Department of City Development mcm

RE: **Amendment to HOME Program Agreement by and between City of Kenosha and Tarantino & Company, LLC for the property at the southeast corner of Sheridan Road and 35th Street, District #1. (Casa Del Mare Development)**

DATE: October 11, 2010

Attached is a letter from Tarantino and Company, LLC dated September 28, 2010. The request is for an extension of the project commencement and substantial completion dates as outlined in the HOME Program Agreement dated August 26, 2010 for the Casa del Mare project. The developer is requesting a 90-day extension to complete the construction financing and obtain the required permits.

Also, attached is an Amendment to the HOME Program Agreement by and between the City of Kenosha and Tarantino and Company, LLC, that would provide the following:

> ***Extension. The dates in Section 1 headed "Use of Funds" of the Agreement shall be changed such that Owner shall commence construction of the Project on or before December 30, 2010, and substantially complete construction of the Project on or before January 31, 2012. Further, the Performance Period shall begin August 30, 2010, and end on January 31, 2012.***

The Performance Period (August 30, 2010 to January 31, 2012) shall remain the same as the original HOME Program Agreement in the event Tarantino and Company are able to start the development prior to December 30, 2010.

A recommendation is made to approve the 90-day extension request from Tarantino and Company, LLC as outlined in the attached Amendment to the HOME Program Agreement.

MM:kas
Attachment

TARANTINO & COMPANY

VIA EMAIL and US MAIL

September 28, 2010

TO: **Kenosha HOME Commission Board**
c/o Mark McCarthy, HOME Program Manager
Kenosha City Development
Room 308
625 52nd Street
Kenosha, Wisconsin 53140

SUBJECT: **Request for Extension of HOME Program Agreement**

Dear Mark McCarthy:

Please consider this request for an extension of the project commencement and substantial completion dates, as provided in the HOME Program Agreement dated August 26, 2010 for Casa del Mare. This request is for an extension of 90-days to complete the construction financing process and obtain the requisite building permits.

Please contact me if you have any questions, or need additional information.

Sincerely,

TARANTINO & COMPANY, LLC

AARON MATTER
Development Coordinator

RECEIVED
OCT - 1 2010
DEPARTMENT OF CITY DEVELOPMENT

20711 Watertown Road • Waukesha, WI 53186 • Telephone (262) 798.1224 • Facsimile (262) 798.1119

Zimbra mmccarthy@kenosha.org

+ Font size -

HOME Program Agreement Extension Request

From : Aaron Matter <amatter@capricommunities.com> Tue, Sep 28, 2010 03:48 PM

1 attachment

Subject : HOME Program Agreement Extension Request

To : Mark McCarthy <mmccarthy@kenosha.org>

Mark:

Attached is a copy of the request for extension that I'm putting in the mail tonight. I wanted to make sure you have an advance copy.

Please call me if you have any questions.

Thank you,

AARON MATTER, DEVELOPMENT COORDINATOR | TARANTINO & COMPANY
20711 Watertown Road, Suite A, Waukesha, Wisconsin 53186 | Direct (262) 798-1224 x20 | Facsimile (262) 798-1119
tarantinodevelopment.com | capricommunities.com

SC2KH Request for Extension 092810 C.pdf
19 KB

AMENDMENT TO HOME PROGRAM AGREEMENT

BY AND BETWEEN

CITY OF KENOSHA, WISCONSIN
a Wisconsin municipality

AND

TARANTINO & COMPANY, LLC,
a Limited Liability Company

Dated August 26, 2010

WHEREAS, on August 26, 2010, **CITY OF KENOSHA ("CITY")** and **TARANTINO & COMPANY, LLC ("TARANTINO")** entered into an Agreement regarding the funding and development of a sixty (60) unit Senior Residential Care Apartment Complex to be located at the southeast corner of Sheridan road and 35th Street in the City of Kenosha ("Project"); and,

WHEREAS, the Agreement stated construction was to commence on or before September 30, 2010, and be substantially completed on or before October 31, 2011; and,

WHEREAS, TARANTINO has not commenced construction of the Project; and

WHEREAS, the parties are agreeable to an extension of time for **TARANTINO** to commence and substantially complete the Project.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, it is agreed by and between the undersigned as follows:

1. **Extension**. The dates in Section 1 headed "Use of Funds" of the Agreement shall be changed such that Owner shall commence construction of the Project on or before December 30, 2010, and substantially complete construction of the Project on or before January 31, 2012. Further, the Performance Period shall begin August 30, 2010, and end on January 31, 2012.

2. **Amendment.** This Agreement cannot be amended, changed, altered or modified except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF KENOSHA

By: _____
KEITH G. BOSMAN, Mayor

By: _____
MICHAELK. HIGGINS, Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 20___, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** for the **CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

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

TARANTINO & COMPANY, LLC

By: _____
JAMES TARANTINO, Owner

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2010, **JAMES TARANTINO, Owner** of **TARANTINO & COMPANY, LLC,** a Wisconsin limited liability company, to me known to be such person who executed the foregoing instrument, and to me known to be such Owner of said limited liability company and acknowledged that he executed the foregoing instrument as such officer as the agreement of said company, by its authority.

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

Drafted by:
WILLIAM K. RICHARDSON
Assistant City Attorney

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	Action Sheet	September 9, 2010

A Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property, District #17.

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	6	0	
DENY			
RECEIVE AND FILE			

FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL	09/20/10	1 copy/1 email copy
FINANCE	09/20/10	1 copy/1 email copy
LEGAL		
PUBLIC WORKS	09/13/10	1 email copy
PARKS		
PUBLIC SAFETY & WELFARE		
WATER UTILITY	09/27/10	

Rich Schroeder
Assistant City Planner

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/action-agree-rbc-strawcreek.odt

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 6

A Mutual Agreement and Release by and between RBC Real Estate Finance, Inc., and the Kenosha Water Utility and the City of Kenosha regarding Strawberry Creek property, District #17.

LOCATION/SURROUNDINGS:

Site: Strawberry Creek Subdivision, Neighborhoods 5 - 10

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Public Works Committee, Finance Committee and Board of Water Commissioners before final approval by the Common Council.

ANALYSIS:

- The Agreement is between the City of Kenosha, Kenosha Water Utility and RBC Real Estate Finance Inc., which assumed certain Agreements and obligations of Neumann Wisconsin under bankruptcy proceedings.
- Under the Agreement, RBC will be paying outstanding inspection fees to the City of Kenosha and the Kenosha Water Utility. Public improvements which are not done on the undeveloped future development areas of Strawberry Creek will be addressed under a separate developers Agreement at a later date when development is approved.
- The Agreement acknowledges that improvements in Neighborhoods 5 and 6 are completed and acceptable to the City of Kenosha and the Kenosha Water Utility upon approval of this Agreement and payment of the noted fees.

RECOMMENDATION:

A recommendation is made to approve the Agreement.

Rich Schroeder, Assistant City Planner

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/fact-agree-rbc-strawcreek.odt

MUTUAL AGREEMENT AND RELEASE

By and Between

RBC REAL ESTATE FINANCE, INC.,
A Delaware Corporation

And

THE CITY OF KENOSHA WATER UTILITY,
A Wisconsin Water Utility

And

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

THIS AGREEMENT ("AGREEMENT") made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter **"CITY"**), the **CITY OF KENOSHA WATER UTILITY**, a Wisconsin Water Utility with its principal office at 4401 Green Bay Road, Kenosha, Wisconsin (hereinafter "**KWU**") and **RBC REAL ESTATE FINANCE, INC.**, a Delaware Corporation operating in the State of Wisconsin, with its principal offices at 1101 Richmond Avenue, Suite 850, Houston, Texas 77042 (hereinafter "**RBC REFI**").

WHEREAS, CITY, KWU and Neumann Homes of Wisconsin, LLC ("**Neumann Wisconsin**"), on October 4, 2005, entered into a Developer's Agreement for Strawberry Creek Subdivision ("**Developer's Agreement**") for the subdivision and development of approximately 46.6 acres of real property ("**Strawberry Creek Property**"); and,

WHEREAS, Neumann Wisconsin filed for bankruptcy protection underChapter 11 in the case captioned 07-20416 (jointly administered) in the Northern District of Illinois; and,

WHEREAS, at the time of filing, Neumann Wisconsin was obligated to **CITY** and **KWU** pursuant to the terms of the Developer's Agreement; and,

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding, **RBC REFI** assumed certain agreements and obligations of Neumann Wisconsin including the Developer's Agreement; and,

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding **RBC REFI** became the legal title holder of certain lots and condominium units within the Strawberry Creek Property, which lots and condominium units now owned by RBC REFI ("**RBC REFI Property**") are depicted on **Exhibit A** attached hereto as Neighborhood 5, Neighborhood 6, Neighborhood 7, Neighborhood 8, Neighborhood 9 and Neighborhood 10: and,

WHEREAS, Neighborhood 5 and Neighborhood 6 of the RBC REFI Property (the "**Fully Developed RBC REFI Property**") have been substantially developed and are considered "Fully Developed" and Neighborhood 7, Neighborhood 8, Neighborhood 9 and Neighborhood 10 of the RBC REFI Property (the "**Partially Developed RBC REFI Property**") have not yet been fully developed and are considered "Partially Developed" ; and,

WHEREAS, it is the intention of the parties hereto to enter into an agreement which resolves all outstanding issues as between the parties relating to any obligations **RBC REFI** may have pursuant to the terms of the Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged by each of the parties to this Agreement, the parties agree as follows:

1. Monetary Obligation. Not later than ten (10) days following execution and delivery of this Agreement by all parties, **RBC REFI** shall pay to **CITY** the sum of Eleven Thousand Twenty-Nine Dollars and 21/100 ($11,029.21) and to **KWU** the sum of Twenty-Three Thousand Eight Hundred Fifty-Five Dollars and 12/100 ($23,855.12), for a total of Thirty-Four Thousand Eight Hundred Eighty-Four and Dollars 33/100 ($34,884.33).

2. Release/Return of Letters of Credit. As security for certain of the obligations of Neumann Wisconsin under the Developer's Agreement, **CITY** is currently holding and is the beneficiary of the letters of credit listed issued by RBC Bank (USA) ("**RBC BANK**") on **Exhibit B-1** attached hereto (the "**CITY LOCs**") and KWU is currently holding and is the beneficiary of the letters of credit listed issued by **RBC BANK** on **Exhibit B-2** attached hereto (the "**KWU LOCs**"; the CITY LOCs and the KWU LOCs are sometimes herein referred to individually as a "**LOC**" and collectively as the "**LOCs**"). Upon and in exchange for payment of the sums pursuant to Paragraph 1 hereinabove, **CITY** shall immediately release and return the CITY LOCs to **RBC BANK** and **KWU** shall immediately release and return the KWU LOCs to **RBC BANK** currently in their possession or control. Neither **CITY** nor **KWU** shall submit any further draws on any of the **LOCs** and neither of **RBC REFI** or **RBC BANK** shall have any obligation to fund any such draw. Further, **CITY** and **KWU** represent and warrant that none of the **LOCs** have been assigned or delivered to any third party and **CITY** and **KWU** shall indemnify **RBC REFI** and **RBC BANK** in the event that any future draws are made on any of the **LOCs**.

3. Release from Obligations. Following payment of the sums pursuant to Paragraph 1 hereinabove, **CITY** and **KWU** shall, for **CITY** and **KWU**, together with their respective officers, agents, employees, successors, and assigns fully release, acquit and forever discharge **RBC REFI** , its officers, agents, employees, successors and assigns of and from any and all obligations, responsibilities, and duties which **RBC REFI** ever had, now has or may hereafter have pursuant to the terms of the Developer's Agreement. Such release shall be and become effective immediately upon payment by **RBC REFI** to **CITY** and **KWU** of the sums pursuant to Paragraph 1 hereinabove, without further action of the parties and/or execution of additional documents. Further, following release and delivery of the **LOCs** to **RBC BANK** as provided in Paragraph 2 hereinabove, **RBC REFI** shall, for **RBC REFI** , together with its

officers agents, employees, successors, and assigns fully release, acquit and forever discharge **CITY** and **KWU**, together with their respective officers, agents, employees, successors from any and all obligations, responsibilities, and duties which **CITY** and **KWU** ever had, now have, or may have pursuant to the terms of the Developer's Agreement. Such release shall be and become effective immediately upon release and delivery by **CITY** and **KWU** of the **LOCs** to **RBC BANK** as provided in Paragraph 2 hereinabove, without further action of the parties and/or execution of additional documents.

4. Future Development of and Residential Construction on the Fully Developed RBC REFI Property. The parties hereto acknowledge and agree that the Fully Developed RBC REFI Property has been substantially developed, and the public improvements servicing the Fully Developed RBC REFI Property have either been: (i) dedicated to and accepted for maintenance by **CITY** and **KWU**, as applicable, or (ii) completed to the extent required for such public improvements to be dedicated to and accepted for maintenance by **CITY** and **KWU**, as applicable. No further public improvement of any portion of the Fully Developed RBC REFI Property shall be required by **CITY** or **KWU** of **RBC REFI** or any party, or parties, constructing residential units upon the Fully Developed RBC REFI Property. Likewise, neither **RBC REFI** nor any party, or parties, constructing residential units upon the Fully Developed RBC REFI Property shall be required to provide any letter of credit, bond, financial assurance or other development security to **CITY** or **KWU** in connection with the public improvements and sale of residential units upon the Fully Developed RBC REFI Property. **CITY** and **KWU** agree to process and issue building permits, without unreasonable delay, to **RBC REFI** or any other party, or parties, seeking to construct residential units upon the Fully Developed RBC REFI Property, without the need for any further development thereof, provided that the plans for such residential construction comply with the standards and requirements for the issuance of building permits set forth in applicable **CITY** and State laws, rules or regulations. Further, **CITY** and **KWU** agree to process and issue occupancy permits, without unreasonable delay, to **RBC REFI** and to any other party, or parties, that has constructed a

residential unit in accordance with the building plans submitted in connection with such building permit(s), without the need for any further public improvement of the Fully Developed RBC REFI Property.

5. Dedication/Acceptance of the Public Improvements that Serve the RBC REFI Property. **RBC REFI** agrees to promptly execute and deliver to **CITY** and/or **KWU**, as appropriate, such conveyance documents as may be reasonably requested by **CITY** and/or **KWU** in order to cause any as yet undedicated/unaccepted public improvements that serve any or all of the RBC REFI Property to be dedicated to and accepted for maintenance by **CITY** and/or **KWU**, as appropriate. Such agreement and obligation of **RBC REFI** extends only to the execution and delivery of necessary conveyance documents, if any. In no event shall **RBC REFI** have any further obligations with respect to any public improvements serving the Strawberry Creek Property, including, without limitation, any obligation to: (i) construct, install, repair and/or maintain such public improvements, or (ii) provide any letter of credit, bond, financial assurance or other development security to **CITY** or **KWU** to secure the completion, maintenance and/or repair of any such public improvements, all of which are hereby released and discharged by **CITY** and **KWU** as set forth in Paragraph 3 hereinabove. Not later than thirty (30) days following execution and delivery of this Agreement by all parties, **CITY** and **KWU** each agree to take such actions as are necessary to cause any as yet undedicated/unaccepted public improvements that serve the RBC REFI Property to be dedicated to and accepted for maintenance by **CITY** and/or **KWU**, as appropriate. All of such as yet undedicated/unaccepted public improvements that serve the RBC REFI Property are listed on **Exhibit C-1 and Exhibit C-2** attached hereto.

6. Future Development of the Partially Developed RBC REFI Property. The parties hereto acknowledge and agree that the Partially Developed RBC REFI Property has not been fully developed and that any future development of the Partially Developed RBC REFI Property shall be the obligation of the party, or parties, developing the Partially Developed RBC REFI Property and/or may be subject to a

new developer's agreement and/or conditional use permit with said third party, or parties, as the case may be. The development obligations of any party, or parties, developing the Partially Developed RBC REFI Property shall be subject to the agreement of **CITY**, **KWU** and such party, or parties.

7. Successors and Assigns of RBC REFI. **CITY** and **KWU** acknowledge that they have each been advised by **RBC REFI** that it is the intention of **RBC REFI** to do no further development on the RBC REFI Property, but to sell the RBC REFI Property to one or more parties for the purpose of the construction of residential units on the Fully Developed RBC REFI Property and for the purpose of development and construction on the Partially Developed RBC REFI Property. In order to facilitate such sale(s), which will benefit **CITY** and **KWU,** the parties agree that although this Agreement is not intended as an amendment of the Developer's Agreement, the terms of Paragraph 3, Paragraph 4, and Paragraph 5 hereof shall inure to the benefit of the successors and assigns of **RBC REFI** in title to any or all of the RBC REFI Property, and such express terms shall be and remain binding upon **CITY** and **KWU** and enforceable against **CITY** and **KWU** by such successors and assigns. **CITY** and **KWU** each agree that **RBC REFI** shall have the right to record this Mutual Agreement and Release or a Memorandum thereof to reflect the subject matter contained herein.

8. Construction of Agreement. Each party to this Agreement and their respective legal counsel acknowledge that they have had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, no party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Further the parties agree that any action brought to enforce or interpret the terms of this Agreement shall be filed in the Circuit Court for the County of Kenosha, State of Wisconsin.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall deemed invalid or unenforceable, the remainder of this Agreement,

or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Authority. None of the parties to this Agreement need to further investigate the authority of the undersigned signators to enter into this Agreement and to bind their principals as it is hereby represented by **RBC REFI** , that the undersigned has full authority to execute this Agreement on behalf of that entity; by the **CITY**, that the undersigned have full authority to bind the **CITY** following duly-noticed and convened proceedings of the City Council and/or its committees to authorize the **CITY** to enter in this Agreement; and by **KWU**, that the undersigned have full authority to bind it following duly-noticed and convened proceedings of the Board of Water Commissioners.

12. Counterparts; Facsimile/Electronic. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. A facsimile or electronic copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
MICHAEL K.HIGGINS,
City Clerk/Treasurer/Assessor

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **KEITH G. BOSMAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

CITY OF KENOSHA WATER UTILITY
A Wisconsin Water Utility

BY: _____
G. JOHN RUFFOLO, Chairman, Board of Water Commissioners

Date: _____

BY: _____
EDWARD ST. PETER,
General Manager

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **G. JOHN RUFFOLO, Chairman**, of the **CITY OF KENOSHA, BOARD OF WATER COMMISSIONERS**, and **EDWARD ST. PETER, General Manager**, of the **CITY OF KENOSHA WATER UTILITY a Wisconsin water utility**, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

RBC REAL ESTATE FINANCE, INC.

BY: _____ CHAD BOTKIN VICE PRESIDENT
CHAD BOTKIN, Vice President

Date: 8/12/10

STATE OF Texas)
:SS.
COUNTY OF Harris)

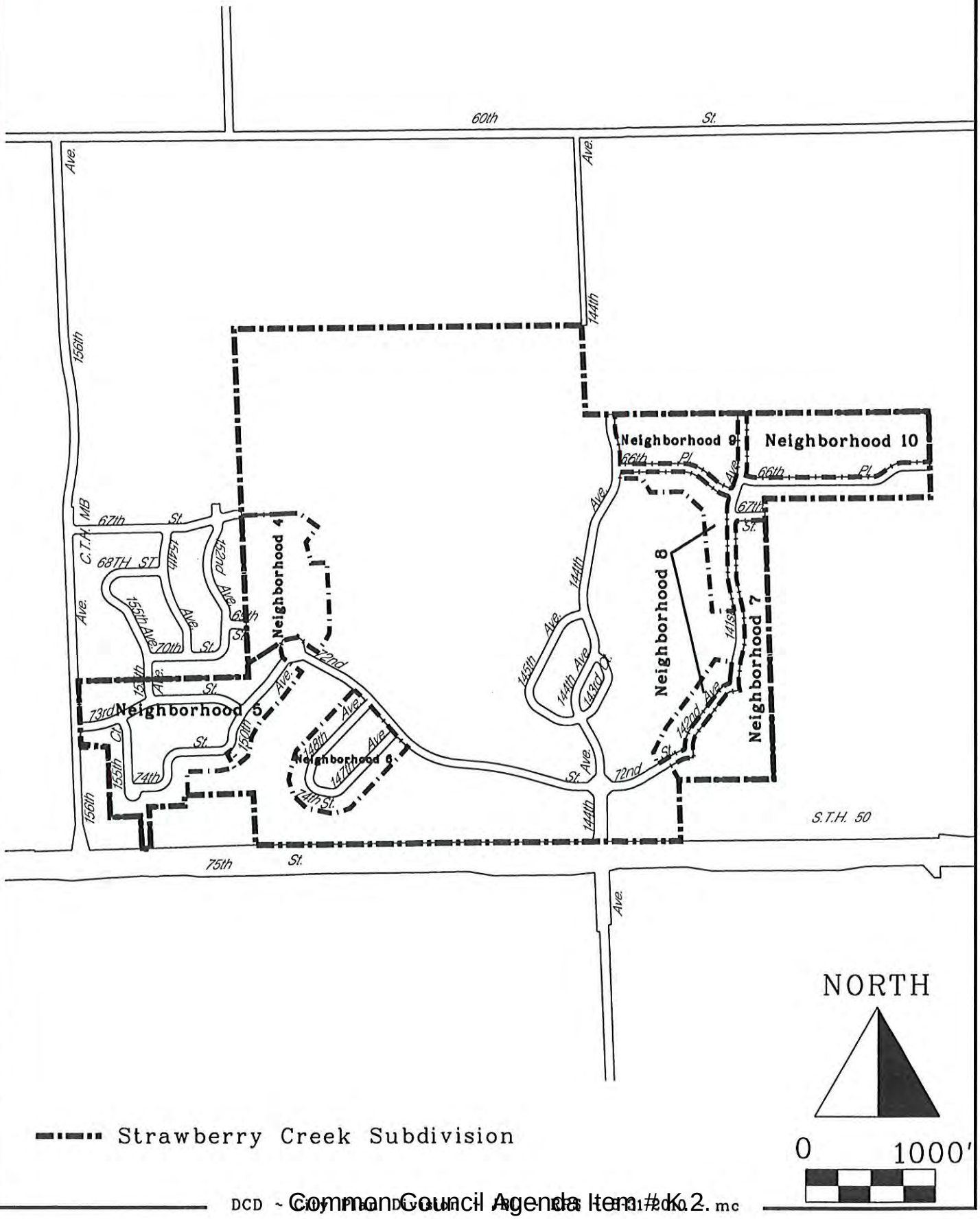
Personally came before me this 12th day of August, 2010, **CHAD BOTKIN** , of **RBC REAL ESTATE FINANCE, INC.**, a Delaware Corporation, to me known to be such **Vice President** of **RBC REAL ESTATE FINANCE, INC.**, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

AVAN BLAIR
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 28, 2014

Notary Public Avan Blair
My Commission expires/is: 1-28-14

City of Kenosha

Exhibit "A"



Strawberry Creek Subdivision

EXHIBIT B-1

CITY LOCs

	Original	Current		
L/C Number	**L/C Amount**	**L/C Amount**	**Neighborhood**	**Beneficiary**
SB002712	$ 684,000.00	$ 201,000.00	5 & 6	City of Kenosha
SB002814	$ 630,699.74	$ 130,500.00	5	City of Kenosha
SB002812	$ 334,288.35	$ 86,350.00	7 & 8	City of Kenosha
SB002811	$ 250,450.09	$ 80,600.00	10	City of Kenosha
SB003304	$ 229,000.00	$ 229,000.00	8 & 9	City of Kenosha

EXHIBIT B-2

KWU LOCs

	Original	Current		
L/C Number	**L/C Amount**	**L/C Amount**	**Neighborhood**	**Beneficiary**
SB002711	$ 605,000.00	$ 54,835.00	5 & 6	Water Utility of Kenosha
SB002813	$ 339,465.00	$ 30,860.50	5	Water Utility of Kenosha
SB002810	$ 176,088.00	$ 16,008.00	7 & 8	Water Utility of Kenosha
SB002809	$ 115,328.00	$ 10,484.00	10	Water Utility of Kenosha
SB003303	$ 115,804.00	$ 15,094.00	8 & 9	Water Utility of Kenosha

EXHIBIT C-1

FINAL LIFT OF ASPHALT.

24 PARKWAY TREES

Strawberry Creek Subdivision
Water and Sanitary Sewer
Infrastructure

Water Infrastructure

Device	Water Main (ft)			Mainline Valves			Services				Hydrants
Diameter	16"	12"	8"	16"	12"	8"	12"	8"	6"	1"	
Phase 1	5190	4220	825	22	15	6	1	6	7	2	22
Neighborhood 1	~	~	4585	~	~	14	~	~	~	62	8
Neighborhood 5	~	~	3910	~	~	14	~	~	~	83	9
Neighborhood 6	~	~	1800	~	~	4	~	~	~	37	4
Neighborhood 8	~	~	~	~	~	~	~	~	~	44	~
Totals	***5190***	***4220***	***11120***	***22***	***15***	***38***	***1***	***6***	***7***	***228***	***43***

EXHIBIT C-2

Sanitary Infrastructure

Device	Sewer Main (ft)							Laterals		MH's	
Diameter	24"	18"	16"	15"	12"	10"	8"	8"	6"		
Phase 1	90	1153	15	763	1543	998	3359	6	7	38	
Neighborhood 1	~	~	~	~	~	~	3884	~	62	20	
Neighborhood 5	~	~	~	~	~	~	3681	~	83	19	
Neighborhood 6	~	~	~	~	~	~	1583		37	8	
Neighborhood 8	~	~	~	~	~	~	~	~	44	~	
Totals	***90***	***1153***	***15***	***763***	***1543***	***998***	***12507***	***6***	***233***	***85***	

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	Action Sheet	September 9, 2010

Letter of Credit Termination Agreement for Property located in Strawberry Creek, District #17.

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	6	0	
DENY			
RECEIVE AND FILE			

FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL	09/20/10	1 copy/1 email copy
FINANCE	09/20/10	1 copy/1 email copy
LEGAL		
PUBLIC WORKS	09/13/10	Email copy
PARKS		
PUBLIC SAFETY & WELFARE		
WATER UTILITY	09/27/10	

Rich Schroeder
Assistant City Planner

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/action-LOTerm-strawcreek.odt

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 9, 2010	Item 7

Letter of Credit Termination Agreement for Property located in Strawberry Creek, District #17.

LOCATION/SURROUNDINGS:

Site: Strawberry Creek Subdivision, Neighborhoods 5 - 10

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Public Works Committee, Finance Committee and Board of Water Commissioners before final approval by the Common Council.

ANALYSIS:

- The Agreement is tied to the previous item Mutual Agreement and Release.
- Upon execution of the previous Agreement and payment of noted fees to the City of Kenosha and Kenosha Water Utility, the Letters of Credit can be terminated and released.

RECOMMENDATION:

A recommendation is made to approve the attached Agreement.

Rich Schroeder, Assistant City Planner

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2010/Sept 9 Mtg/fact-LOTerm-strawcreek.odt

LETTER OF CREDIT TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Termination Agreement") is made and entered into as of _____ ___, 2010 by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation organized and existing under the laws of the State of Wisconsin with its principal offices at 625 52nd Street, Kenosha, Wisconsin (the "City"), the **CITY OF KENOSHA WATER UTILITY**, a Wisconsin Water Utility with its principal office at 4401 Green Bay Road, Kenosha, Wisconsin ("KWU"), **RBC REAL ESTATE FINANCE INC.**, a Delaware Corporation operating in the State of Wisconsin with its principal offices at 1101 Richmond Avenue, Suite 850, Houston, Texas 77042 ("RBC REFI") and **RBC BANK (USA)** ("RBC Bank") a North Carolina state bank with its principal offices at 301 Fayetteville Street, Suite 1400, Raleigh, North Carolina 27601.

RECITALS

WHEREAS, on October 4, 2005, City, KWU and Neumann Homes of Wisconsin, LLC ("Neumann Wisconsin") entered into a Developer's Agreement for Strawberry Creek Subdivision (the "Developer's Agreement") related to the subdivision and development of approximately 46.6 acres of real property ("Strawberry Creek Property");

WHEREAS, on November 1, 2007, Neumann Wisconsin filed for bankruptcy protection before the Northern District of Illinois under Chapter 11 of Title 11 of the United States Code in the jointly-administered cases captioned *In re Neumann Homes, Inc., et al.*, Case No. 07-20416;

WHEREAS, at the time of filing, City and KWU alleged that Neumann Wisconsin had certain obligation pursuant to the terms of the Developer's Agreement;

WHEREAS, pursuant to court order in the Neumann Wisconsin bankruptcy proceeding, RBC REFI, as successor fee title holder to the Strawberry Creek Property, was subject to certain agreements and obligations of Neumann Wisconsin running with the Strawberry Creek Property, including the Developer's Agreement;

WHEREAS, as security for certain of the obligations of Neumann Wisconsin under the Developer's Agreement, City is the beneficiary of the letters of credit issued by RBC Bank and listed on **Exhibit A** attached hereto (the "City LOCs") and KWU is the beneficiary of the letters of credit issued by RBC Bank and listed on **Exhibit B** attached hereto (the "KWU LOCs"; and together with the City LOCs, the "LOCs");

WHEREAS, the parties have entered into that certain Mutual Agreement and Release ("Mutual Agreement and Release") of even date herewith pursuant to which RBC REFI shall be released from any and all obligations, responsibilities, and duties which RBC REFI ever had, now has or may hereafter have pursuant to the terms of the Developer's Agreement;

WHEREAS, pursuant to the terms of the Mutual Agreement and Release, the City and KWU are obligated to return and release the LOCs upon satisfaction by RBC REFI of conditions precedent. Notwithstanding the foregoing, the City and KWU are currently unable to locate and return each of the LOCs to RBC Bank as required under the Mutual Agreement and Release; and

WHEREAS, it is the intention of the parties hereto to terminate the LOCs in satisfaction of the obligations of the City and KWU under the Mutual Agreement and Release.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and mutual promises set forth in this Termination Agreement, the City, KWU, RBC REFI and RBC Bank hereby agree as follows:

1. **Recitals**. The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Termination of LOCs**. The City, KWU, RBC REFI and RBC Bank agree that the LOCs shall be terminated as of the date first written above. Neither the City nor KWU, nor any party claiming through or on behalf of the City of KWU, shall make any further draws on any of the LOCs, and neither of RBC REFI or RBC Bank shall have any obligation to fund any draw under any of the LOCs, notwithstanding any language to the contrary contained in the LOCs or any obligation under the Developer's Agreement.

3. **Representations and Warranties**. The City and KWU each represent and warrant that none of the LOCs have been assigned or otherwise delivered to any third party.

4. **Indemnification**. To the fullest extent permitted by law, the City and KWU each hereby agree to protect, indemnify, defend and save harmless RBC REFI and RBC Bank, and their respective directors, officers, agents and employees, from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses, arising from or on account of any matter or thing or action, whether or not in litigation, arising out of any draw requests made on any of the terminated LOCs.

5. **Further Assurances**. The City and KWU agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and other materials as RBC REFI and RBC Bank may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

6. **Binding Effect**. This Termination Agreement shall be binding upon, and will inure to the benefit of, the parties hereto and their respective predecessors, successors, legal representatives, administrators, subsidiaries, agents and assigns and other representatives.

7. **Authority**. The City, KWU, RBC REFI and RBC Bank represent to each other that they have full power and authority, including any requisite ordinance, to execute and perform this Termination Agreement and to perform their obligations under this Termination Agreement. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that the City, KWU, RBC REFI and RBC Bank each have been represented by counsel in connection herewith.

8. **Time of Essence**. Time is of the essence of this Termination Agreement.

9. **Counterparts; Facsimile/Electronic**. This Termination Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. A facsimile or electronic copy of this Termination Agreement and any signatures thereon will be considered for all purposes as an original.

[Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first written above.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

By: _____
Keith G. Bosman, Mayor

By: _____
Michael K. Higgins, City Clerk/Treasurer

CITY OF KENOSHA WATER UTILITY,
A Wisconsin Water Utility

By: _____
G. John Ruffolo, Chairman, Board of Water Commissioners

By: _____
Edward St. Peter, General Manager

RBC REAL ESTATE FINANCE INC.

By: _____
Chad Botkin, Vice President

RBC BANK (USA)

By: _____
Chad Botkin, Vice President

{31396: 041: 00575178.DOC :2 }

EXHIBIT A
to
LETTER OF CREDIT TERMINATION AGREEMENT

CITY LOCs

	Original	Current		
L/C Number	**L/C Number**	**L/C Number**	**Neighborhood**	**Beneficiary**
SB002712	$684,000.00	$201,000.00	5 & 6	City of Kenosha
SB002814	$630,699.74	$130,500.00	5	City of Kenosha
SB002812	$334,288.35	$86,350.00	7 & 8	City of Kenosha
SB002811	$250,450.09	$80,600.00	10	City of Kenosha
SB003304	$229,000.00	$229,000.00	8 & 9	City of Kenosha

EXHIBIT B
to
LETTER OF CREDIT TERMINATION AGREEMENT

KWU LOCs

	Original	Current		
L/C Number	**L/C Number**	**L/C Number**	**Neighborhood**	**Beneficiary**
SB002711	$605,000.00	$54,835.00	5 & 6	Water Utility of Kenosha
SB002813	$339,465.00	$30,860.50	5	Water Utility of Kenosha
SB002810	$176,088.00	$16,008.00	7 & 8	Water Utility of Kenosha
SB002809	$115,328.00	$10,484.00	10	Water Utility of Kenosha
SB003303	$115,804.00	$15,094.00	8 & 9	Water Utility of Kenosha

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST.• RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

October 12, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

From: Ronald L. Bursek, P.E.
Director of Public Works

Copies to: Ald. LaMacchia (District 5) and Ald. Kennedy (District 10)

Subject: ***State/Municipal CMAQ Project Agreement***
WisDOT Project I.D. 1693-29-08/78
Bike Trail At-Grade Crossing of Washington Road (Non-Highway)
(Districts 5 and 10)

BACKGROUND/ANALYSIS

In 2004, the City entered into a CMAQ Program Project Agreement with WisDOT for the above-referenced project. Originally the project called for the construction of a pedestrian bridge over Washington Road, but bid prices exceeded available budget by a substantial amount. Staff was directed by the Committee to revise the scope of work to provide an at-grade crossing. WisDOT staff had to submit the revised scope of work to FHWA for approval because it involved CMAQ funds. All necessary agencies have approved the scope change, and the City needs to execute this revised project agreement to formalize the project status and the agreement between the City and WisDOT regarding total state funding and cost sharing.

Formal approval of the CMAQ Project Agreement is required for authorization to move forward with plans and specifications.

RECOMMENDATION

Approve the revised CMAQ Project Agreement along with the plan to build an at-grade crossing; and authorize the Mayor to execute the necessary document on behalf of the City.

MML

REVISED
Federal/State/Project Sponsor Transportation CMAQ Program Project Agreement

Date: September 30, 2010 (Replaces agreement dated March 18, 2004)
Project ID: 1693-29-08/78 **County:** Kenosha **Municipality:** City of Kenosha
Project Name: Bike Trail At-Grade Crossing of Washington Road (Non-Hwy)
Limits (if applicable):

The signatory Project Sponsor, through its undersigned duly authorized officers or officials, and WisDOT enter into this agreement to accomplish the described project.

The authority for the Project Sponsor and WisDOT to enter into this agreement is provided by the Section 86.25 of the Wisconsin State Statutes.

The payment period for each project phase (e.g., design, real estate, construction) shall begin with written authorization by WisDOT to the Project Sponsor.

Needs and Estimate Summary:
Description of the project:

Pedestrian/Bicycle Trail at grade crossing of Washington Road.

Estimated Cost					
	Total Estimated Cost	CMAQ Funds	%	Project Sponsor Funds	%
Design (1693-29-08)	$40,000.00	$0.00	0%	$40,000.00	100%
Construction (1693-29-78)	$535,000.00	$428,000.00	80%	$107,000.00	20%
Total Cost Distribution	$575,000.00	$428,000.00		$147,000.00	

Federal funds are capped at $428,000 for construction. Design and design oversight are 100% locally funded.

This request is subject to the terms and conditions that follow (see pages 2-5) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor, WisDOT and the Federal Government.

This project is subject to a DBE goal assessment of 8% of the total project cost.

Signed for and on behalf of the City of Kenosha:		
Signature	Title	Date
Name (Written Clearly)		

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Local Sponsor's Guide to Non-Traditional Transportation Project Implementation*.

2. The construction of the CMAQ project will be in accordance with the appropriate standards unless an exception to standards is granted by the Federal Government or WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.

3. The project sponsor will assume all responsibility for complying with germane environmental requirements for the CMAQ project.

4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder.

5. The work eligible for Federal and State participation will be administered by the Project Sponsor and/or WisDOT. The authority for the Federal Government and the State to delegate this responsibility is described in ISTEA of 1991, P.L. 102-240, as amended by the Transportation Equity Act for the 21st Century (TEA-21).

6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.

7. The maximum participation of Federal financing will be limited to 80% of the actual eligible project cost or the Total Cost Distribution of CMAQ Funds, as shown on page 1 of this agreement, whichever is less.

8. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.

9. Federal Single Audits of the Project Sponsor:
   a) The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Circular No. A-128, Section 4.)

   b) This audit shall be performed in accordance with Federal Circular A-128 issued by the Federal Office of Management and Budget (OMB) and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).

c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to an audit as directed by the Department within eight years.

10. State Disbursements:

a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.

b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment.

11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.

12. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), 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. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

13. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the

Department; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

a) The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).

b) Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

14. No term or provision of the Project Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement.

15. The project must be completed within three years from the acceptance date of the Project Agreement by WisDOT central office. Extensions are available upon approval of a written request by the Project Sponsor to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

16. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b) Have not, within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;

d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and

e) That all grantees or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST.• RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

October 13, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

From: Ronald L. Bursek, P.E.
Director of Public Works

CC: Alderman Anthony Nudo – District 11
Stormwater Utility Committee Chairman

Subject: ***Easement with WeEnergies at Traffic Operations Building for Truck Wash***

BACKGROUND INFORMATION

The Stormwater Utility is upgrading the existing bus wash at the Traffic Operations into a truck wash for City and Utility owned vehicles. This truck wash facility will be required to have a 600 amp/480 service installed to provide the electrical needs of the facility. The Stormwater Utility received a quote to complete this work however; to be able to install the service to the transformer WeEnergies requires an easement.

RECOMMENDATION

Approve Easement between the City of Kenosha and WeEnergies to provide service to the truck wash system at the Traffic Operations Building.

Document Number	DISTRIBUTION EASEMENT UNDERGROUND

WR NO. 2951419

For good and valuable consideration which the **CITY OF KENOSHA,** hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies,** hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the Northwest ¼ of Section 1, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1064051.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

01-122-01-254-001
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities including: conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy and signals, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

CITY OF KENOSHA

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in Kenosha County, Wisconsin on _____, 2010,

the above named _____, the _____

and _____, the _____

of the **CITY OF KENOSHA.**

_____

Notary Public Signature, State of Wisconsin

_____

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

NUMBER	BEARING	DISTANCE
L1	N 89°47'36" E	33.02'
L2	N 02°02'48" W	31.89'
L3	N 89°59'28" E	110.00'
L4	N 02°02'48" W	210.00'
L5	N 89°59'28" E	179.00'
L6	S 02°02'48" E	13.60'
L7	S 87°28'40" E	76.92'
L8	N 56°59'44" E	144.42'
L9	N 51°47'38" E	45.81'
L10	S 33°24'26" E	9.37'

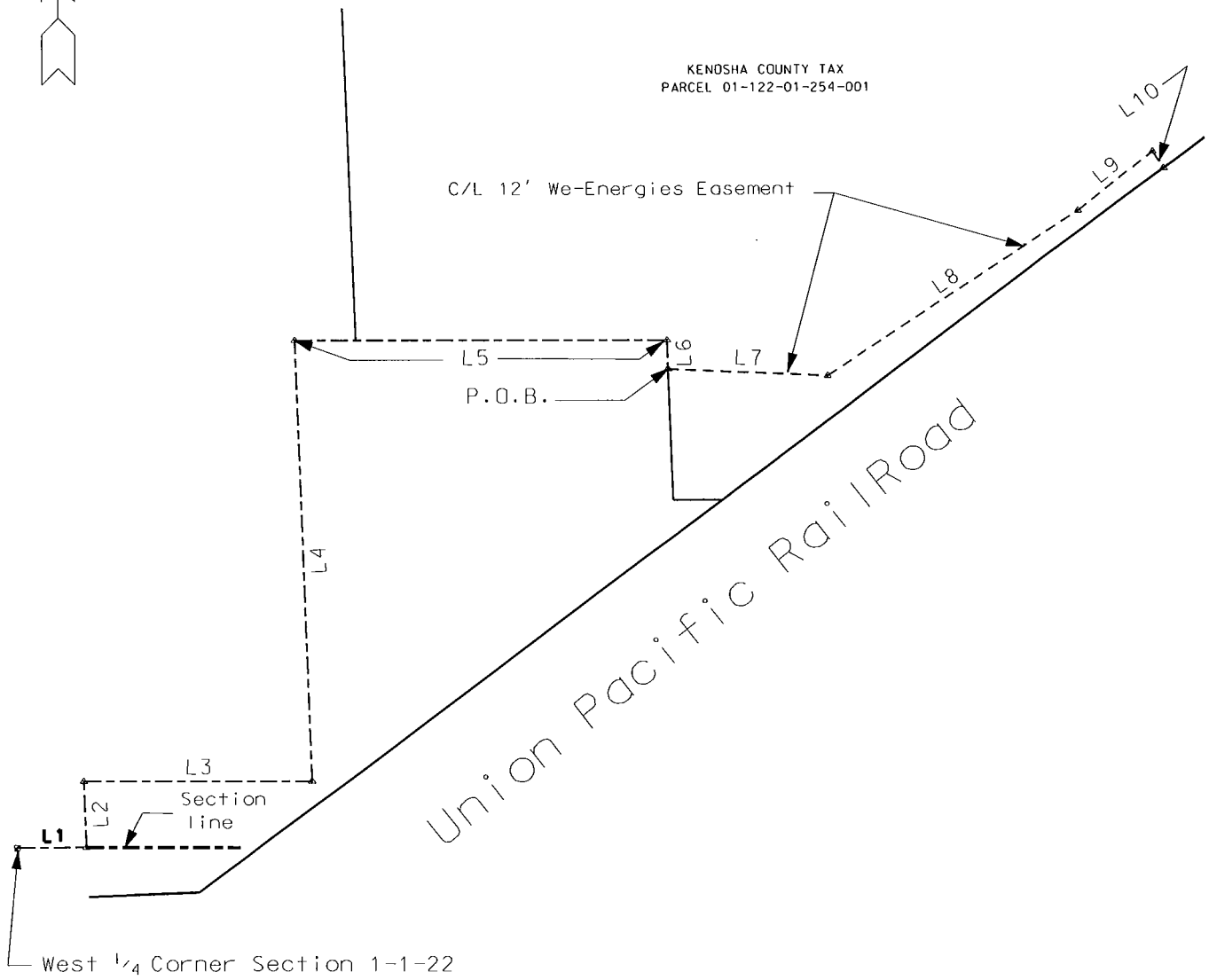


EXHIBIT "A"

we energies

Northwest 1/4 Section 1-1-22
City Of Kenosha
Kenosha County, WI

DRAWN BY:	Ras
DATE:	9/30/10
IDO NUMBER:	2951419
REVISIONS:	

ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING • 625 - 52ND ST.• RM. 305 • KENOSHA, WI 53140
TELEPHONE (262) 653-4050 • FAX (262) 653-4056

October 12, 2010

To: G. John Ruffolo, Chairman
Public Works Committee

From: Michael M. Lemens, P.E. 10-12-10
Director of Engineering/City Engineer

Subject: Request to Amend a portion of a platted drainage easement at 6136 83rd Avenue
Sue Binninger

BACKGROUND/ANALYSIS

The petitioner owns the property at 6136 83rd Avenue. The westerly 20 feet of the property is encumbered with a 6-foot wide public utility easement, and a 20-foot wide storm sewer easement. A swale and berm exist in the easement area, but the yard can be re-graded with a retaining wall and swale to accommodate the drainage adequately. The petitioner desires to install a swimming pool, and is requesting that the easterly 5.5 feet of the drainage sewer be discontinued to allow sufficient space in the yard to build the pool without encroaching on the easement..

Based on the location and size of the easement that would remain along with the retaining wall grading work, the staff believes that the width of the drainage easement could be reduced and still accommodate drainage concerns for both the petitioner's land and the rest of the neighborhood. However, to maintain adequate easement area, staff is recommending that the only the easterly 5.5 feet of the sewer easement be discontinued.

RECOMMENDATION

Approve the request to discontinue the easterly 5.5 feet of the existing 20 foot wide drainage easement, and recommend to the Common Council that: 1) it be referred to the City Attorney's office to draft the necessary document; and 2) that the Mayor and Clerk be authorized to execute the agreement.

MML

Spetember 29, 2010

Public Works Committee
c/o Ron Bursek, Director
625 – 52nd Street
Kenosha, WI 53140

Dear Mr. Bursek,

I am a City of Kenosha resident presiding at 6136 – 83rd Avenue in the subdivision of Leona's Rolling Meadows. I am writing to you to get approval from the City of Kenosha Public Works Department to put in a pool on my property. I currently have no room to build on the lot without encroaching in the drainage easement.

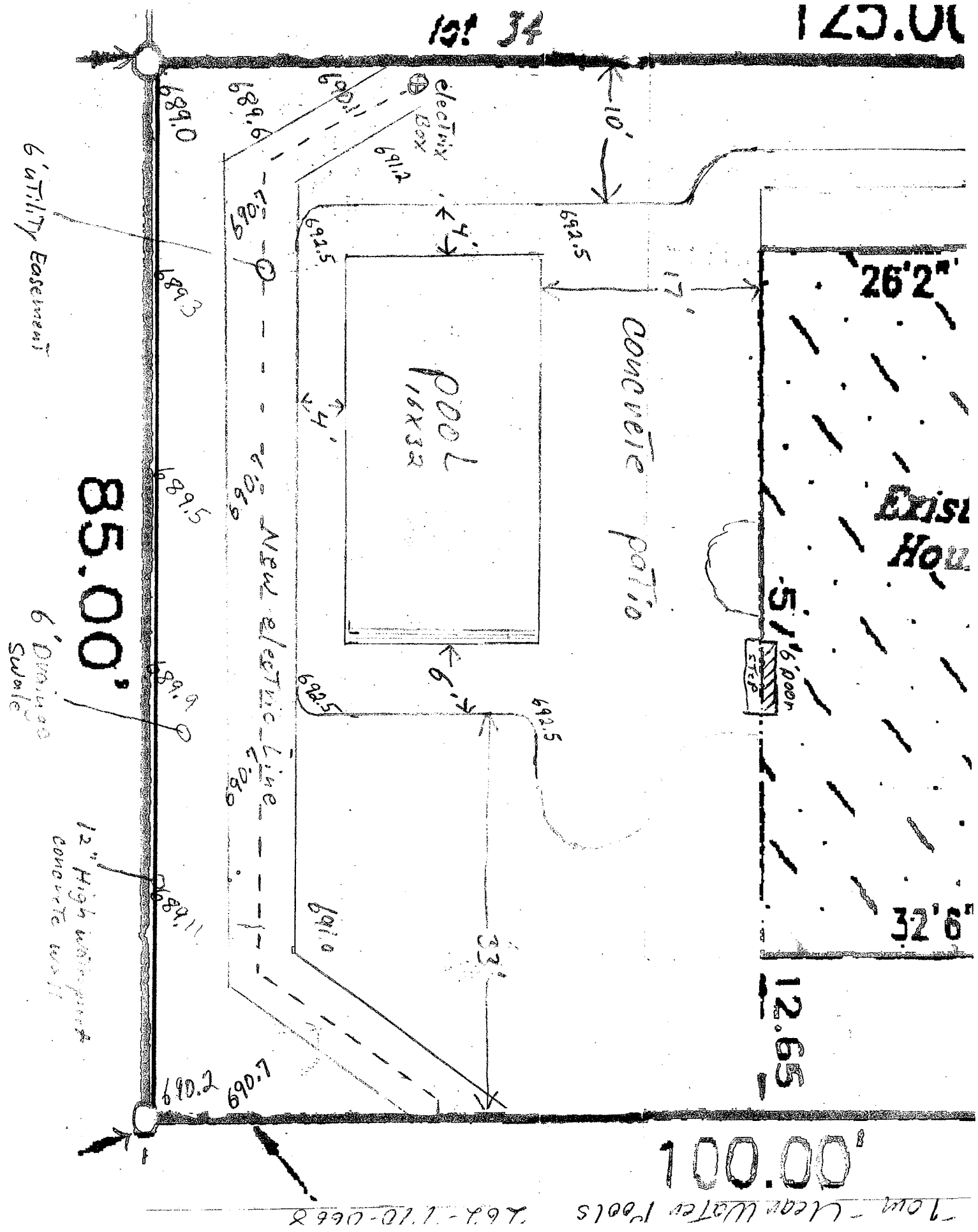
My pool contractor has been working with the City Engineer on this project and they have come up with a plan to accommodate drainage on the lot Most importantly it meets the city engineer's requirement. We have also planned for a 5.5 foot discontinuation from easement to build the swimming pool.

In order to complete this project I would need the Public Works Committee to approve this. Can you please respond as soon as possible so we can get this completed before the ground freezes.

I greatly appreciate you taking the time to approve. Please send response of denial or approval via email at sue.binninger@disney.com or a letter to the attention of Sue Binninger 6136 – 83rd Avenue, Kenosha, WI 53142. I can also be reached by phone at 262.945.2514.

Sincerely,

Sue Binninger


Lot 34
125.00
100.00'
85.00'
26'2"
32'6"
12.65
Existing House
Concrete patio
Pool 16x32
New electric line
electric Box
6' Utility Easement
6' Drainage Swale
12" High concrete wall
5'
6' door
STEP
10'
4'
7'
6'
4'
32'
689.0
689.6
690.11
691.2
692.5
690.6
689.3
690.2
689.5
689.9
690.7
689.11
690.2
690.7

City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030	**FACT SHEET** **Public Works Committee** **Finance Committee** **Common Council**	**October 18, 2010**

Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project, District #17. (Gateway Center, LLC)

LOCATION:

Site: North of 71st Street on 122nd Avenue

NOTIFICATIONS:

The alderman of the district, Alderman Bogdala, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the signed Agreement for Purchase and Sale of Real Estate from Gateway Center, LLC for the property needed to complete the construction of the West Frontage Road.
- Acquisition is Land in Fee, Permanent and Temporary Easements. The purchase price is $560,000,00.
- The Plat Map and legal descriptions are also attached.

RECOMMENDATION:

A recommendation is made to approve the Agreement as attached.

Sharon Krewson, Real Estate Broker

Rich Schroeder, Assistant City Planner

/u2/acct/cp/ckays/1COMCOUNCIL/2010/101810-Meeting/fact.purchase-gateway.odt

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
RE3012 LPA-8/97

THIS AGREEMENT, made and entered into by and between Gateway Center, LLC., hereinafter called SELLER, and the City of Kenosha, a Municipal Corporation, hereinafter called Buyer. IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

Seller and Buyer agree that Buyer is purchasing this property for transportation purposes within the meaning of s.32.05, Wis. Stats.

Seller warrants and represents to Buyer that Seller has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the Buyer is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shoreland or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Kenosha County, Wisconsin:

See attached legal descriptions

The purchase price of said real estate shall be the sum of Five Hundred Sixty Thousand and 00/100 Dollars

($ 560,000.00) Dollars payable as follows: Parcel 3A - Land in Fee (2.30 acres) $477,421.00, Permanent Limited Easement

(.53 acres) $66,019.00, Temporary Limited Easement (1.24 acres) $12,872.00 Parcel 3 B - Temporary Limited Easement

(.21 acres) $3,488.00 and Paving $200.00.

Any delinquent general taxes shall be paid in full at the time of closing based on the current tax year and any previous years. Release of Mortgage from any lender(s) of record for the Land described is required prior to closing transaction.

Seller shall, upon payment of purchase price, convey the property by warranty deed, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and n/a

Legal possession of premises shall be delivered to Buyer by Temporary Right of Entry Easement prior to date of closing.

SPECIAL CONDITIONS: Upon closing of transaction of this agreement Seller agrees to waive his right to the provisions of Sections 32.05(9)(a) and 32.05 (11), Wisconsin Statutes to appeal for greater compensation as described in Section 32.05(7), Wisconsin Statutes. This is further contingent upon approval by the City of Kenosha Common Council on or before October 18, 2010, but no later than November 15, 2010.

This agreement is binding upon acceptance by Seller as evidenced by the signature of an authorized representative of

Seller. If this agreement is not accepted by Buyer within 30 days after seller's signature, this agreement shall be null and void.

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives,

heirs, executors, trustees and administrators.

THE WARRANTIES AND REPRESENTATIONS MADE HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. SELLER AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

(Witness)

September 30, 2010
(Date)

International Trave, Inc., H. Gary Stetson, Managing Partner & President (Seller)

(Seller)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Note: Must be signed by an authorized representative.

Project 09-1024

Parcel 3 A & 3 B

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07 feet; thence Southwesterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 349.27 feet; thence South 00°49'34" East 11.25 feet to the point of beginning; thence continuing South 00°49'34" East 179.78 feet; thence South 52°50'51" West 16.67 feet to a point of curve; thence Northerly 83.08 feet along an arc of a curve whose center lie to the East, whose radius is 406.00 feet and whose chord bears North 00°27'10" West 82.94 feet; thence North 05°24'35" East 103.79 feet; thence North 23°44'06" East 3.89 feet to the point of beginning.

This parcel contains 0.04 acres, more or less.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of Lots 1, 2 and 3 of Certified Survey Map No. 2140 and Lands located in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07' feet to the point of beginning, said point also being a point of curve; thence Southwesterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 467.94 feet; thence Southeasterly 83.08 feet along an arc of a curve whose center lies to the East, whose radius is 406.00 feet and whose chord bears South 00°27'10" East 82.94 feet to the westerly right-of-way line of 122nd Avenue; thence along said Westerly line South 52°50'47" West 65.27 feet; thence along said Westerly line South 00°49'33" East 25.99 feet; thence along said Westerly line South 32°24'17' East 200.55 feet; thence along said Westerly line South 00°38'28" East 225.59 feet to the North right-of-way line of 71st Street; thence along said North line North 89°39'42" West 15.28 feet; thence Southwesterly along said North line 27.67 feet along an arc of a curve whose center lies to the South, whose radius is 1074.76 feet and whose chord bears South 89°37'59" West 27.67 feet; thence North 00°27'53" West 46.96 feet; thence North 04°49'33" West 37.96 feet; thence Northwesterly 135.35 feet along an arc of a curve whose center lies to the West, whose radius is 266.00 feet and whose chord bears North 19°24'10" West 133.89 feet; thence 197.18 feet along an arc of a curve whose center lies to the East, whose radius is 526.00 feet and whose chord bears North 23°14'24.5" West 196.03 feet; thence North 12°30'03" West 20.94 feet; thence Northwesterly 153.42 feet along an arc of a curve whose center lies to the East, whose radius is 477.00 feet and whose chord bears North 03°17'12" West 152.76 feet; thence North 24°42'28" East 193.80 feet; thence North 05°24'35" East 275.86 feet; thence Northeasterly 148.11 feet along an arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears North 03°42'06" East 148.09 feet to the North line of said 1/4 section; thence along said North line South 89°34'56" East 60.02 feet to the point of beginning.

This parcel contains 1.99 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-105, 03-121-01-401-106, 03-121-01-401-107

Also, that part of Lands in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 644.07' feet to the point of

beginning; thence continuing on said South line North 89°34'56" West 60.02 feet to a point of curve; thence Northwesterly 122.32 feet along the arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears North 00°34'58" East 122.30 feet; thence North 00°49'41" West 99.34 feet; thence South 89°34'55" East 60.01 feet; thence South 00°49'41" East 98.03 feet to a point of curve; thence Southwesterly 123.62 feet along the arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 00°33'51" West 123.61 feet to the point of beginning.

This parcel contains 0.31 acres, more or less
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in North 495 feet of the Northeast 1/4 of the Southeast 1/4 of Section 1, in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in the South 221 feet of the Southeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in Parcel A of Certified Survey Map No. 211, a part of the

Southeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02
Tax No: 03-121-01-101-110

Also, **Permanent Limited Easements** for the right to construct and maintain an drainage facility, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of Lot 3 of Certified Survey Map No. 2140 , being in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 704.07 feet to the point of beginning, said point being a point of curve, thence Southwesterly 148.11 feet along the arc of a curve whose center lies to the west, whose radius is 2484.00 feet and whose chord bears South 03°42'06" West 148.09 feet; thence South 05°24'35" West 275.86 feet; thence South 24°42'28" West 137.74 feet; thence North 07°03'45" East 330.14 feet; thence North 07°32'50" East 222.00 feet to the said North line of said 1/4 section; thence along said North line South 89°34'56" East 23.39 feet to the point of beginning.

This parcel contains 0.40 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" West 351.21 feet; thence South 26°17'39" West 46.72 feet to the point of beginning; thence South 23°44'06" West 83.48 feet; thence South 89°38'02" West 5.12 feet; thence North 05°24'35" East 48.73 feet; thence North 23°44'06" East 39.31 feet; thence South 66°15'54" East 20.00 feet to the point of beginning.

This parcel contains 0.03 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 704.09 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 23.39 feet; thence North 07°32'50" East 75.13 feet; thence North 04°35'41" West 99.62 feet; thence North 03°10'34" East 47.89 feet to the owners north property line; thence along said north property line South 89°34'55" East 18.66 feet; thence South 00°49'41" East 99.34 feet to a point of curve; thence Southerly 122.32 feet along the arc of a curve whose center lies to the West, whose radius is 2484.00 feet and whose chord bears South 00°34'58" West 122.30 feet to the point of beginning.

This parcel contains 0.10 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, **Temporary Limited Easements** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet to the point of beginning; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" West 351.21 feet; thence South 26°17'40" West 46.72 feet; thence North 66°15'54" West 20.00 feet; thence South 23°44'06" West 39.31 feet; thence North 05°24'35" East 300.53 feet to a point of curve; thence Northeasterly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears North 03°40'59" East 153.32 feet to the North line of said section; thence along said North line South 89°34'56" East 27.80 feet to the point of beginning.

This parcel contains 0.41 acres, more or less.
As shown on 09-1024-4.01

Tax No: 03-121-01-401-107

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 644.07 feet to a point of curve, thence Southerly 153.34 feet along an arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears South 03°40'59" West 153.32 feet; thence South 05°24'35" West 349.27 feet; thence North 89°38'02" East 5.12 feet to the point of beginning; thence North 23°44'06" East 53.14 feet; thence South 00°59'43" West 48.52 feet; thence South 89°38'02" West 20.55 feet to the point of beginning.

This parcel contains 0.01 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of Lot 3 of Certified Survey Map No. 2140 , being in the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 727.48 feet to the point of beginning, thence South 07°32'50" West 222.00 feet; thence South 07°03'45" West 330.14 feet; thence South 24°42'28" West 56.05 feet to a point of curve; , thence Southeasterly 153.42 feet along an arc of a curve whose center lies to the East, whose radius is 477.00 feet and whose chord bears South 03°17'12" East 152.76 feet; thence North 18°18'53" West 144.06 feet; thence North 08°57'20" East 402.80 feet; thence North 01°06'34" East 147.44 feet; thence North 27°16'11" East 77.95 feet to the North line of said section; thence along said North line South 89°34'56" East 28.42 feet to the point of beginning.

This parcel contains 0.66 acres, more or less.
As shown on 09-1024-4.01
Tax No: 03-121-01-401-107

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 727.48 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 28.42 feet; thence North 27°16'11" East 83.56 feet; thence North 11°23'44" West 101.12 feet; thence North 01°15'43" East 48.10 feet to the owners North property line; thence along said North property line South 89°34'55" East 13.59 feet; thence South 03°10'34" West 47.89 feet; thence South 04°35'41" East 99.62 feet; thence South 07°32'50" West 75.13 feet to the point of beginning.

This parcel contains 0.05 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, that part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet to the point of beginning; thence continuing along said South line North 89°34'56" West 27.80 feet to a point of curve; thence Northerly 123.62 feet along the arc of a curve whose center lies to the West, whose radius is 2544.00 feet and whose chord bears North 00°33'51" East 123.61 feet; thence North 00°49'41" West 98.03 feet to the owners North property line; thence along said North property line South 89°34'55" East 10.00 feet; thence South 00°49'41" East 97.82 feet to a point of curve; thence Southerly 79.72 feet along the arc of a curve whose center lies to the East, whose radius is 2554.00 feet and whose chord bears South 00°03'58" West 79.71 feet; thence South 20°39'03" East 47.28 feet to the point of beginning.

This parcel contains 0.06 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-411

Also, **Temporary Limited Easements** for the right to construct, cut and/or fill slopes and driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of Parcel "A" of Certified Survey Map No. 211, being in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.62 feet; thence South 00°42'41" West 100.00 feet to the South right-of-way line of 60th Street; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'08 West 174.32 feet to the point of beginning; thence South 89°59'49" East 15.00 feet; thence South 00°36'57" East 203.34 feet; thence North 89°23'03" East 93.00 feet; thence South 00°36'57' East 50.00 feet; thence South 89°23'03" West 93.00 feet; thence South

00°36'57" East 50.78 feet; thence South 89°37'00" West 15.00 feet; thence North 00°36'57" West 304.22 feet to the point of beginning.

This parcel contains 0.21 acres, more or less.
As shown on 09-1024-4.02
Tax No: 03-121-01-101-110

The above easements are to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030	**FACT SHEET** **Public Works Committee** **Finance Committee** **Common Council**	**October 18, 2010**

Agreement for Purchase and Sale of Real Estate for Fee Acquisition and Easements for the West Frontage Road Project, District #17. (Community Development Authority of the Town of Bristol, N/K/A Village of Bristol)

LOCATION:

Site: North of 71st Street on 122nd Avenue

NOTIFICATIONS:

The alderman of the district, Alderman Bogdala, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the signed Agreement for Purchase and Sale of Real Estate from the Village of Bristol for the property needed to complete the construction of the West Frontage Road.
- Acquisition is Land in Fee, Permanent and Temporary Easements. The purchase price is $713,251.00.
- The Plat Map and legal descriptions are also attached.

RECOMMENDATION:

A recommendation is made to approve the Agreement as attached.

Sharon Krewson, Real Estate Broker

Rich Schroeder, Assistant City Planner

/u2/acct/cp/ckays/1COMCOUNCIL/2010/101810-Meeting/fact.purchase-bristol.odt

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
RE3012 LPA-8/97

THIS AGREEMENT, made and entered into by and between Community Development Authority of the Town of Bristol, N/K/A Village of Bristol hereinafter called SELLER, and the City of Kenosha, a Municipal Corporation, hereinafter called Buyer. IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

Seller and Buyer agree that Buyer is purchasing this property for transportation purposes within the meaning of s.32.05, Wis. Stats.

DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Kenosha County, Wisconsin:

See attached legal descriptions

The purchase price of said real estate shall be the sum of Seven Hundred Thirteen Thousand Two Hundred Fifty One and 00/100 Dollars ($ 713,251.00) Dollars payable as follows: Parcel 4 - Land in Fee $571,072.00, Permanent Limited Easement $130,157.00, Temporary Limited Easement $12,023.00

Seller shall, upon payment of purchase price, convey the property by Special Warranty Deed, in the form attached, and Easement agreements as attached.

Legal possession of premises has been delivered to Buyer by Temporary Right of Entry Easement prior to date of closing.

SPECIAL CONDITIONS: Upon closing of the transaction of this agreement Seller agrees to waive its right, if applicable, to the provisions of Sections 32.05(9)(a) and 32.05 (11), Wisconsin Statutes to appeal for greater compensation as described in Section 32.05(7), Wisconsin Statutes. This is further contingent upon approval by the City of Kenosha Common Council on or before October 18, 2010.

This agreement is binding upon acceptance by Seller as evidenced by the signature of an authorized representative of

Seller. If this agreement is not executed by Buyer within 30 days after seller's signature, this agreement shall be null and void and any action taken by Buyer under the Temporary Right of Entry shall terminate immediately, and upon request of Seller, the property shall be returned to the condition prior to entry of the Temporary Right of Entry at no cost to Seller.

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

Closing shall take place within 30 days of acceptance by both parties of this agreement. Time is of the essence

SELLER AGREES TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

This Agreement for Purchase is contingent upon Gateway Center LLC entering into an amendment to its Vacant Land Offer to Purchase dated September 10, 2007, as amended, with the Community Development Authority of the Town of Bristol, N/K/A Village of Bristol, whereby it acquiesces in the sale of the property herein. Said amendment shall be entered into within three (3) weeks of approval of this Agreement for Purchase by the City of Kenosha Common Council.

(Witness)

(Date)

Richard J. Gossling, Village President (Seller)

Jack Spencer, CDA, Chairman (Seller)

The above agreement is accepted.

(Date)

(Signature)

(Print Name)

(Title)

Note: Must be signed by an authorized representative.

Project 09-1024

Parcel 4

10/14/10 SKK

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Kenosha County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section 1; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street, CTH "K" and to the point of beginning; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence South 00°29'02" West 324.56 feet; thence Southeasterly 411.14 feet along an arc of a curve whose center lies to the East, whose radius is 17956.00 feet and whose chord bears South 00°10'19" East 411.13 feet; thence South 00°49'41" East 250.21 feet to the Owners South property line; thence along said South line North 89°34'55" West 60.01 feet; thence North 00°49'41" West 248.91 feet; thence Northwesterly 412.51 feet along an arc of a curve whose center lies to the East, whose radius is 18016.00 feet and whose chord bears North 00°10'19" West 412.50 feet; thence North 00°29'02" East 324.56 feet; Thence Northwesterly 345.21 feet along an arc of a curve whose center lies to the West, whose radius is 17984.00 feet and whose chord bears North 00°03'57" West 345.21 feet; thence North 00°36'57" West 420.65 feet; thence North 06°38'21" West 582.93 feet; thence North 00°01'23" West 189.96 feet; thence North 59°34'31" West 44.05 feet; thence North 80°45'57" West 109.45 feet to the south right-of-way line of 60th Street; thence along said south line South 89°17'19" East 273.40 feet to the point of beginning.

This parcel contains 4.37 acres, more or less.
As shown on 09-1024-4.02

Also, all existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in South 877 feet of the North 1100 feet of the Southeast 1/4 of the Northeast 1/4 of Section 1, and lands located in the South 634 feet of the North 805 feet of the Northeast 1/4 of the Northeast 1/4 in Township 1 North, Range 21 East, in the City of Kenosha.
As shown on 09-1024-4.02

LEGAL DESCRIPTION

Permanent Limited Easement for the right to construct and maintain a private driveway access, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 100.00 feet to the south right-of-way of 60TH Street; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.33 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 299.48 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°08'26" East 299.48 feet to the point of beginning; thence South 89°58'51" East 60.00 feet; thence North 81°42'44" East 81.26 feet; thence South 89°58'51" East 85.00 feet; thence South 00°22'47" East 50.00 feet to the owners southerly property line; thence along said southerly property line North 89°58'51" West 97.32 feet; thence North 00°22'47" West 8.26 feet; thence North 89°58'51" West 128.57 feet to a point of curve; thence Northeasterly 30.00 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°22'58" East 30.00 feet to the point of beginning.

This parcel contains 0.21 acres, more or less.

Project I.D. 09-1024 REV. 10/12/2010 Parcel 4 access

Permanent Limited Easements for the right to construct and maintain a drainage facility, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section 1; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet to the point of beginning; thence Northwesterly 65.07 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears North 00°20'51" West 65.07 feet; thence South 89°59'49" East 362.84 feet to the West right-of-way line of Interstate Highway "94"; thence along said West right-of-way line South 00°23'26" East 65.07 feet to the owners South property line; thence along said South line North 89°59'49" West 362.89 feet to a point of curve to the point of beginning.

This parcel contains 0.54 acres, more or less.
As shown on 09-1024-4.02

Also, That part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West,

whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence North 00°29'02" East 93.55 feet to the point of beginning; thence South 79°41'08" East 193.35 feet; thence South 10°18'52" West 20.00 feet; thence North 79°41'08" West 189.88 feet; thence North 00°29'02" East 20.30 feet to the point of beginning.

This parcel contains 0.09 acres, more or less.
As shown on 09-1024-4.02

Also, That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1719.22 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence South 80°45'57" East 109.45 feet thence South 59°34'31" East 44.05 feet; thence South 00°01'23" East 189.96 feet; thence South 06°38'21" East 304.84 feet to the point of beginning; thence continuing South 06°38'21" East 278.09 feet; thence South 00°36'57" East 420.65 feet; thence Southeasterly 345.21 along an arc of a curve whose center lies to the West, whose radius is 17984.00 feet and whose chord bears South 00°03'57" East 345.21 feet; thence South 00°29'02" West 324.56 feet; thence Southeasterly 412.51 feet along an arc of a curve whose center lies to the East, whose radius is 18016.00 feet and whose chord bears South 00°10'19" East 412.50 feet; thence South 00°49'41" East 248.91 feet to the Owners South property line; thence along said South line North 89°34'55" West 18.66 feet; thence North 03°10'34" East 52.36 feet; thence North 01°06'32" West 450.49 feet; thence North 03°22'03" West 50.19 feet; thence North 02°56'48" East 108.75 feet; thence North 01°02'47" West 224.66 feet; thence North 08°08'4" East 67.60 feet; thence North 00°19'16" West 377.89 feet; thence North 00°36'57" West 71.51 feet; thence North 05°11'23" West 75.24 feet; thence North 00°11'53" West 274.16 feet; thence North 04°49'38" West 277.46 feet; thence South 89°45'42" East 11.20 feet to the point of beginning.

This parcel contains 0.82 acres, more or less.
As shown on 09-1024-4.02

Temporary Limited Easements for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1719.22 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence South 80°45'57" East 109.45 feet to the point of beginning; thence South 59°34'31" East 44.05 feet; thence South 00°01'23" East 189.96 feet; thence South 06°38'21" East 304.84 feet; thence North 89°45'42" West 11.20 feet; thence South 04°49'38" East 277.46 feet; thence South 00°11'53" East 274.16 feet; thence South 05°11'23" East 75.24 feet; thence South 00°36'57" East 71.51 feet; thence South 00°19'16" East 377.89 feet; thence South 08°08'04" West 67.60 feet; thence South 01°02'47" East 224.66 feet; thence South 02°56'48" West 108.75 feet; thence South 03°22'03" East 50.19 feet; thence South 89°58'47" West 10.00 feet; thence North 03°21'56" West 50.22 feet; thence North 05°34'04" East 109.14 feet; thence North 01°02'47" West 224.66 feet; thence North 03°54'04" East 67.12 feet; thence North 00°19'16" West 377.70 feet; thence North 00°36'57" West 71.51 feet; thence North 09°42'22" West 75.95 feet; thence North 00°36'57" West 303.50 feet; thence North 06°58'50" West 178.41 feet; thence North 00°10'43" East 212.99 feet; thence North 07°03'47" West 375.11 feet to the point of beginning.

This parcel contains 0.63 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet to the point of beginning; thence continuing South 89°17'19" East 34.82 feet; thence South 07°05'03" West 160.20 feet; thence South 00°01'23" East 483.98 feet; thence North 89°59'49" West 16.51 feet to a point of curve; thence Northeasterly 109.26 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears North 00°22'12" East 109.25 feet; thence Northeasterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord

bears North 00°23'54' East 103.65 feet; thence North 00°01'23" West 430.49 feet to the point of beginning.

This parcel contains 0.26 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 4.22 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°36'33" East 4.22 feet to the point of beginning; thence North 89°37'00" East 19.26 feet; South 01°04'49" West 295.44 feet; thence North 89°58'51" West 13.00 feet to a point of curve; thence Northwesterly 295.26 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°08'01" West 295.26 feet to the point of beginning.

This parcel contains 0.11 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 329.98 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°05'34" East 329.98 feet to the point of beginning; thence South 89°58'51" East 13.00 feet; thence South 07°52'36" East 116.97 feet; thence North 79°41'08" West 30.45 feet; thence North

00°29'02" East 93.55 feet; thence Northeasterly 16.92 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°27'26" East 16.92 feet to the point of beginning.

This parcel contains 0.06 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the South right-of-way line of 60th Street; thence continuing South 00°42'41" West 67.00 feet; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 346.36 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°03'58" East 346.35 feet; thence South 00°29'02" West 113.80 feet to the point of beginning; thence South 79°41'08" East 189.88 feet; thence South 10°18'52" West 10.00 feet; thence North 79°41'08" West 146.54 feet; thence South 06°40'44" West 194.60 feet to a point of curve; thence Southeasterly 410.68 feet along an arc of a curve whose center lies to the East, whose radius is 17936.00 feet and whose chord bears South 00°10'19" East 410.67 feet; thence South 00°49'41" East 250.64 feet; thence North 89°34'55" West 20.00 feet; thence North 00°49'41" West 250.21 feet; thence Northwesterly 411.14 feet along an arc of a curve whose center lies to the East, whose radius is 17956.00 feet and whose chord bears North 00°10'19" West 411.13 feet; thence North 00°29'02" East 210.72 feet to the point of beginning.

This parcel contains 0.49 acres, more or less.
As shown on 09-1024-4.02

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said section; thence along the South line of said 1/4 Section North 89°34'56" West 727.48 feet; thence North 07°32'50" East 75.13 feet; thence North 04°35'41" West 99.62 feet; thence North 03°10'34" East 47.89 feet to the point of beginning; thence North 89°34'55" West 13.59 feet; thence North 01°15'43" East 88.99 feet; thence South 89°10'19" West 26.00 feet; thence North 00°49'41" West 40.00 feet; thence North 89°10'19" East 39.62 feet; thence South 01°06'32" East 77.00 feet; thence South 03°10'34" West 52.36 feet to the point of beginning.

This parcel contains 0.07 acres, more or less.
As shown on 09-1024-4.02

Also, a **Temporary Limited Easement** for the right to construct, cut and/or fill slopes and driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

Also, that part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 33.00 feet to the south right-of-way of 60th Street; thence continuing South 00°42'41" West 67.00 feet, thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.32 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07 West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 299.48 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°08'26" East 299.48 feet to the point of beginning; thence South 89°58'51" East 60.00 feet; thence North 81°42'44" East 81.26 feet; thence South 89°58'51" East 85.00 feet; thence South 00°22'47" East 42.00 feet; thence South 89°58'51" East 63.77 feet; thence South 00°22'47" East 8.00 feet to a southerly property line of the owner; thence along south southerly line North 89°58'51" West 161.08 feet; thence North 00°22'47" West 8.26 feet; thence North 89°58'51" West 128.57 feet to a point of curve; thence Northeasterly 30.00 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears North 00°22'58" East 30.00 feet to the point of beginning.

This parcel contains 0.22 acres, more or less.
As shown on 09-1024-4.02

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the OLD CARCO LIQUIDATION TRUST ("Old Carco") and the CITY OF KENOSHA, WISCONSIN ("City") (Old Carco and the City are collectively referred to as the "Parties").

RECITALS

WHEREAS, Old Carco owns certain property located at 5555-30th Avenue, Kenosha, Wisconsin ("Subject Property"), as further described in the real estate legal description included as Exhibit A.

WHEREAS, the City and Old Carco are exploring opportunities to cooperate in the investigation, remediation and redevelopment of the Subject Property.

WHEREAS, the City has been awarded funding for brownfields assessment that may be utilized for the investigation and remediation of environmental contamination ("Environmental Work") at the Subject Property (the "Funding").

WHEREAS, the City desires to apply some, if not all, of the Funding toward Environmental Work at the Subject Property.

WHEREAS, the Subject Property is currently under license to Chrysler Group LLC ("New Chrysler") until April 30, 2011 (the "License").

WHEREAS, the City and Old Carco acknowledge that the City desires to obtain access from Old Carco for the performance of Environmental Work at the Subject Property.

WHEREAS, the City and Old Carco acknowledge that information developed about the environmental condition of the Subject Property through performance of the Environmental Work may be useful to potential purchasers of the Subject Property.

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") sent a letter dated June 16, 2010 to Old Carco indicating that WDNR believes certain investigation and remediation activities should be completed at the Subject Property and performance of the Environmental Work could assist Old Carco in addressing WDNR's concerns.

NOW THEREFORE, in consideration of the foregoing and for covenants, promises and undertakings provided in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the provisions of this Agreement, Old Carco hereby grants permission to the City, its employees, its authorized consultants and/or contractors, to enter upon and have access at reasonable times and upon reasonable prior notice to the

Subject Property for the following purposes, all of which are collectively referred to as the "Site Work":

(a) Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate (to include handling, storing, characterizing and properly disposing of any investigation-derived waste), inspection of Subject Property areas including basement, sub-basements, vaults, and other areas of environmental consequence;

(b) On-site observation and oversight of environmental investigation activities; and

(c) Other investigative and remediation activities allowed by the Funding.

2. Prior to each entry onto the Subject Property, the City shall provide Old Carco with a copy of the scope of work formulated by the City's consultant for the Site Work to be performed (the "Work Scope") and a statement of qualifications for the consultants who will actually perform the Site Work (the "Site Consultants"). The grant of access via this Agreement shall be contingent upon the receipt by the City of written consent by Old Carco to the Work Scope and the Site Consultants, which consent may be provided in electronic form (the "Contingency"). Old Carco shall respond to a submission of a Work Scope within five business days of receipt. The City will not perform any investigation or work beyond that specified in an approved Work Scope without Old Carco's prior written consent. Upon satisfaction of the Contingency, the City shall provide notice to Old Carco of the exact dates of planned visits, which notice shall be provided no less than fourteen days prior to such visits unless Old Carco consents to a shorter period.

(a) This Agreement contemplates the submission of a number of Scopes of Work.

(b) Notwithstanding the Contingency provisions in this Section 2, the first Work Scope is incorporated into this Agreement as Exhibit B hereto, and signing of this Agreement constitutes an approval of the Scope of Work described in Exhibit B.

(c) The approval of Exhibit B as part of this Agreement shall not affect the requirements for approval of future Work Scopes.

3. Subject to the Contingency, this grant of access to the City is effective immediately upon the execution of this Agreement by the Parties. In return for

Old Carco granting the City access to the Subject Property for purposes of the Site Work, the City agrees to the following:

(a) All Site Work shall be undertaken in a professional manner, in compliance with applicable federal, state and local laws, rules, regulations and other legal requirements and in accordance with generally accepted industry standards.

(b) All Site Work shall proceed in a diligent manner and with reasonable care so as to avoid:

    (i) Damage to improvements on the Subject Property and the utilities located thereon or otherwise serving the Subject Property;

    (ii) Interfering with the use and enjoyment of the Subject Property, including but not limited to operations of New Chrysler at the Subject Property;

    (iii) Creating an unreasonable risk to health and safety at the Subject Property.

(c) The City and its consultants shall abide by New Chrysler's Health and Safety Guidelines.

(d) The City shall use its reasonable best efforts to cause local southeast Wisconsin union represented individuals to conduct subcontract work such as drilling, testing, etc. This Subsection 3(d) does not apply to the City's retention of the environmental consulting firm(s).

(e) All photographs taken at the Subject Property through April 30, 2011 shall be subject to approval by Gregory Rose or L. Alan Johnston of New Chrysler.

(f) The City or its consultants shall promptly repair any damages caused to the Subject Property or to any buildings or improvements on the Subject Property because of its activities thereon.

(g) The City shall cause all contaminated materials excavated, extracted or removed from the Subject Property as part of the Site Work ("Investigation Derived Waste") to be properly characterized and promptly removed, as permitted by scheduling of appropriate waste disposal personnel, from the Subject Property. The City shall retain responsibility for the cost of characterization and for disposal (the "Activities") for any such Investigation Derived Waste removed from the Subject Property by or on behalf of the City and shall choose the vendor for the Activities.

(h) The City agrees that it will not seek reimbursement from Old Carco or New Chrysler, and will not seek to impose a lien on the Subject Property to recover the Funding or any other funds utilized by the City for the Environmental Work performed pursuant to this Agreement.

4. Upon request by Old Carco, the City shall provide Old Carco with a copy of all laboratory results and final reports documenting the City's findings covering the Site Work for which the City has been granted access pursuant to this Agreement. Upon request by Old Carco, the City shall cause any consultant or contractor who issues such reports to issue a reliance letter to Old Carco, its lenders or any potential purchaser of the Subject Property, contingent upon acceptance by Old Carco or such third party of standard terms and conditions provided to Old Carco by any such Site Consultant. The City shall not be required to incur any additional costs to obtain such reliance letters.

5. The City hereby covenants and agrees to keep, and require its consultants to keep, all information or documents arising from the Environmental Work performed pursuant to this Agreement confidential to the extent permitted by law, and shall refrain from disclosing or divulging such information or documents to third parties. Notwithstanding the foregoing, nothing herein shall prohibit the City from disclosing such documents or information (a) to WDNR or the United States Environmental Protection Agency upon their request, (b) to the extent required by law, including the Wisconsin Public Records Law, Wisc. Stat. § 19.31, et seq., (c) to the extent required to address an imminent and substantial threat to public health, or (d) to the extent necessary to prevent material injury to a third party including human health, safety, or property, or substantial environmental impact. In addition, nothing herein shall prohibit Old Carco from disclosing such documents or information to third parties, including its lenders, New Chrysler or potential purchasers of the Subject Property, while Old Carco is a title holder to the Subject Property. The provisions of this Section 5 shall survive the termination of this Agreement.

6. Prior to entering the Subject Property, the City shall provide Old Carco with a certificate of insurance evidencing insurance coverage for any consultant or contractor that will actually access the Subject Property to perform the Site Work under Commercial General Liability, Contractors Pollution Liability, Worker's Compensation and Professional Errors and Omissions Liability policies in a form reasonably acceptable to Old Carco, which insurance shall in no instance exceed the amount provided for in the contract between the Site Consultant and the City.

7. Old Carco shall cooperate with all reasonable requests made by the City for information relating to the location of utilities on the Subject Property. The City shall have the ultimate responsibility for locating all such utilities, including but not limited to, contacting "Digger's Hotline," and shall be responsible for any damage caused to any utility during the Site Work.

8. Old Carco shall not be responsible for any loss, damage or injury of any kind to any person or property that arises because of access to the Subject Property pursuant to this Agreement for the following (a) loss, damage or injury arising during access pursuant to this Agreement that is caused by any condition of the Subject Property, or any defect in any building, structure or other improvement on the Subject Property or in any equipment or other facility on the Subject Property, except to the extent that Old Carco had actual knowledge of the condition resulting in the injuries that are the subject of this Section 8(a), which condition was not open and obvious, and Old Carco did not disclose such condition; or (b) loss, damage or injury caused by or arising from any act or omission of the City, its employees, consultants or contractors while accessing the Subject Property pursuant to this Agreement. The City hereby waives all claims and demands against Old Carco for any such loss, damage or injury of the City covered by this Section 8. With the exception of public employees, any person entering the Subject Property pursuant to this Agreement must first sign the release attached hereto as Exhibit C. This Section 8 shall survive the termination of this Agreement.

9. The City shall, and shall require any consultant or contractor who accesses the Subject Property under this Agreement to perform the Site Work to, indemnify and hold Old Carco harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments (a) asserted by any person caused by that person's access to the Subject Property pursuant to this Agreement or asserted by a third party whose injury resulted from the access to the Subject Property granted pursuant to this Agreement, or (b) caused by any negligent acts or omissions of the City and/or its officers, employees, agents, contracts or subcontractors at the Subject Property in connection with this Agreement, except to the extent that any injury that is the subject of Section 9(a) or 9(b) is caused due to the negligent acts or omissions of Old Carco, any lessee or licensee of the Subject Property, or any employee or agent of Old Carco. This indemnification does not cover claims relating to pre-existing contamination which exists in the area covered by this Agreement. If claims arise that allege the activities of the City have aggravated pre-existing contamination on the Subject Property, this indemnification shall only cover the portions of such claims relating to such aggravation. Said indemnity shall survive the termination of this Agreement.

10. Old Carco will cause its agents, employees, contractors, and tenants (subject to the provisions of the License) to give the City access to portions of the Subject Property as designated by Old Carco for the purposes set forth in this Agreement. The City shall not have access to any portions of the Subject Property not designated by Old Carco without first obtaining Old Carco's written consent.

11. All notices, approvals, requests or other communication required to be given under the provisions of this Agreement shall be in writing and may be provided in person, via overnight courier, certified mail or via electronic mail, to the following:

If to the Trust:	Old Carco Liquidation Trust c/o Capstone Advisory Group, LLC Park 80 West 250 Pehle Ave, Suite 105 Saddle Brook, NJ 07663 jrooney@capstoneag.com Attention: John Rooney
with a copy to:	Jones Day North Point 901 Lakeside Ave. Cleveland, OH 44114 sscouhig@jonesday.com Attention: Stephanie Couhig
with a copy to:	Chrysler Group LLC 1000 Chrysler Drive CIMS 485-13-62 Auburn Hills, MI 48226 Attention: Kyle M.H. Jones (Through 4/30/2011 unless notice is given to the City of the extension of the License)
If to the City:	City of Kenosha Department of Administration 625 52nd Street Kenosha, WI 53140 fpacetti@kenosha.org Attention: Frank Pacetti
with a copy to:	Godfrey & Kahn 780 North Water Street Milwaukee, WI 53202 aharrington@gklaw.com Attention: Arthur Harrington

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

14. Either Party may terminate this Agreement by providing written notice to the other Party, and the termination shall be effective upon receipt of such notice by

the non-terminating Party. Old Carco and the City may amend any provision of this Agreement, provided that no such amendment shall be effective unless it is in a written instrument signed by Old Carco and the City. This Agreement shall terminate when Old Carco ceases to hold title to the Subject Property.

15. This Agreement may be executed in any number of counterparts and all such counterparts shall, taken together, be deemed to constitute one in the same instrument.

16. This Agreement applies to and is binding upon the City, Old Carco, and their successors and assigns.

17. 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 right and capacity to provide (a) the access to the Subject Property contemplated by this Agreement; and (b) the information referred to in this Agreement, its Exhibit B, and subsequent Work Scopes including but not limited to that information in the possession of New Chrysler.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Old Carco and the City have caused this Agreement to be executed by their respective duly authorized representatives as of this ____ day of _____, 2010.

OLD CARCO LIQUIDATION TRUST

By: _____
Name: _____
Title: _____

CITY OF KENOSHA, WISCONSIN

By: _____
Name: _____
Title: _____

5468454_5

Exhibit A

Parcel A:

Lots 4, 5, 6, 7, 8, 9 and 10, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 55th Street adjoining said Lot 10 on the South, in Block 1 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-310-010

Parcel B:
Lots 1, 2, 3, 4, 5, 6 and 7, together with the South 1/2 of vacated 55th Street adjoining said Lot 1 on the North, in Block 2 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Also:

Lots 1, 2, 3, 4, 5, 6 and 7, together with the North 1/2 of vacated 56th Street adjoining said Lot 7 on the South, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-309-001

Address: 5510 30th Avenue

Parcel C:
Lots 8 to 17 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the South 1/2 of vacated 56th Street adjoining said Lot 8 on the North, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin

Tax Key No: 09-222-36-376-001

Address: 5710 30th Avenue

Parcel D:
Lots 18 to 25 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the East 1/2 of the vacated alley adjoining said Lots 24 and 25.

Tax Key No: 09-222-36-383-018

Parcel E:
All that part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, lying West of 26th Avenue, South of 52nd Street, East of 30th Avenue and North of 60th Street and the Chicago & Northwestern Transportation Company Right of Way. Excepting therefrom those parts thereof described in Quit Claim Deeds recorded as Documents Numbered 524952, 872433 and 1189474.

Also:
Lots 3, 4, 5, the West 34 feet of Lot 2 and the West 50 feet of Lot 6, together with the vacated alley adjoining said Lots 3, 4, 5, and 6, in Block 5, Lots 1, 2, 3, 4, 5 and 6, in Block 12, Lots 1 to 8 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, in Block 13 and all of Blocks 19, 20, 21 and 22, together with vacated 54th Street adjoining Lots 5 and 6 in Block 5 and Lot 1 in Block 12, vacated 55th Street adjoining Lot 6 in Block 12 and Lot 1 in Block 13, vacated 25th and 26th Avenue, the West 1/2 of vacated 24th Avenue, vacated 56th Street adjoining Lot 1 in Block 20, the South

1/2 of said vacated 56th Street adjoining Lots 1 and 10 in Block 19 and Lot 10 in Block 20 on the North and vacated 57th Street adjoining said Blocks, of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-430-001

Address: 5555 30th Avenue

Parcel F:
Lots 9 to 16 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in Block 13 and Lots 1 to 12 inclusive, together with the vacated alley adjoining Lots 5 to 12, in Block 14, together with vacated 25th Avenue adjoining said Blocks 13 and 14 and the North 1/2 of vacated 56th Street adjoining said Blocks 13 and 14 on the South, of Bain's Subdivision, of part of the Southeast 1 of Section /, Town North, Range East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the North feet of Lot in said Block 14.

Tax Key No: 09-222-36-479-015

Address: 5513 25th Avenue

Parcel G:
Lots 1 to 5 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, the East 1/2 of vacated 24th Avenue adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lot 5 on the South, in Block 18 of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-486-018

Address: 2319 56th Street

Parcel H:
Lots 6 to 10 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lots 6 and 7 on the South in Block 18, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.
Excepting Therefrom that part thereof described in Warranty Deed recorded as Document No. 1205385.

Tax Key No: 09-222-36-486-017

Address: 2303 56th Street

Parcel I:
All that part of Lots 9 and 10, in Block 18 of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of Lot 10; thence South along the West line of said Lots 10 and 9, a distance of 100 feet; thence East parallel with the North line of Lot 10, a distance of 37 feet; thence North parallel with the West line of said Lots 9 and 10, a distance of 100 feet to the North line of said Lot 10; thence West along the North line of Lot 10, 37 feet to the place of commencement, together with the East 1/2 of the vacated alley adjoining said land on the West.

Tax Key No. 09-222-36-486-003

Address: 2311 56th Street

Parcel J:
Block 23, together with the East 1/2 of vacated 24th Avenue adjoining said Block on the West and the South 1/2 of vacated 57th Street adjoining said Block on the North, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha of Wisconsin.

Tax Key No: 09-222-36-485-001

Parcel K:
Lots 13, 14 and 15, together with the vacated alley adjoining said Lot 15 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-009

Parcel L:
Lots 4 to 10 inclusive, 12, 16 to 19 inclusive and the West 19 feet of Lot 3, together with the North 1/2 of vacated 60th Place adjoining said Lots 4 to 10 inclusive and the West 19 feet of Lot 3 on South, the South 1/2 of said vacated 60th Place adjoining said Lots 12, 16, 17, 18 and 19 on the North and the vacated alley adjoining said Lots 16, 17, 18 and 19 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-003

Address: 6013 28th Avenue

5492525_1

EXHIBIT B

SCOPE OF WORK: ASTM PHASE I SITE VISIT, INTERVIEWS, AND OBSERVATION

PURSUANT TO ACCESS AGREEMENT BETWEEN
OLD CARCO LIQUIDATION TRUST, LLC AND THE CITY OF KENOSHA

Pursuant to the Access Agreement signed the _____ day of _____, 2010, between Old Carco Liquidation Trust, LLC ("Old Carco") and the City of Kenosha ("City," when used herein the term "City" shall also include agents of the City), the below sets forth a Scope of Work ("SOW") for which the City will be permitted Access to the property located at 5555-30th Avenue, Kenosha, Wisconsin ("Subject Property") and which is incorporated into the Access Agreement as Exhibit B thereto.

The Access Agreement contemplates the submission of a number of Scopes of Work for which the City may be granted access to the Subject Property. The SOW contained herein represents the first such proposed SOW. The SOW proposed herein will provide the City with information which will inform subsequent proposals for work at the Subject Property.

1. ASTM E 1527-05 PHASE I ENVIRONMENTAL SITE ASSESSMENT

The City shall be granted access to the Subject Property and all buildings thereon for the performance of a Phase I Environmental Site Assessment ("ESA") performed consistent with the procedures included in ASTM E 1527-05, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process* (the "Phase I Standard"). The purpose of this ESA is to assist the City in developing information to identify recognized environmental conditions ("RECs") in connection with the Subject Property. The City may perform the above work by utilizing teams of employees or subcontractors, but in no case shall the City have more than six (6) people on the Subject Property at any one time.

RECs are defined by the Phase I Standard as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions of compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to the public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

In accordance with the Phase I Standard, the City will be granted permission to interview Gregory Rose and L. Alan Johnston (the "Interviewees"). If necessary, the City shall be granted access to Interviewees who shall conduct a site tour for the City, including all buildings and structures aboveground or underground. The Interviewees will be interviewed to provide information regarding past uses of the Subject Property and information pertaining to the use of hazardous substances and petroleum products on the Subject Property, all for the purpose of identifying RECs.

This SOW contemplates City access to the Subject Property for approximately four business days to accomplish this work.

2. DOCUMENT REVIEW

In furtherance of the ESA work referenced in Section 1 and in accordance with the Phase I Standard, Old Carco will provide the City access to non-privileged documents in its possession, at the place where such documents are stored, relating to: historical site use; utilization of hazardous substances or petroleum products on the Subject Property; historic or ongoing industrial practices at the Subject Property; historic or ongoing releases of hazardous substances or petroleum products at the Subject Property; historic or extant aboveground or underground structures including storage tanks, storage tank piping, sumps, or stormwater drainage pathways (the "Documents"). With regard to Documents created subsequent to June 10, 2009, Old Carco shall provide the City access only to such Documents that relate to the existence or former existence of RECs at or emanating from the Subject Property. The City shall be permitted to review and copy the Documents. For purposes of this Section 2, "non-privileged" means Documents not protected by attorney-client privilege or as attorney work product. If Old Carco later determines that any privileged Document was provided to the City, upon notice by Old Carco, the City agrees to return such Document to Old Carco and destroy any copies, and the City further agrees that such disclosure shall not serve as a waiver of the privilege.

The City shall use the Documents provided pursuant to this Section 2 only for the purposes contemplated by this SOW, or as specifically provided in subsequent Scopes of Work prepared in accordance with the Access Agreement, and not for any other purpose. Upon termination of the Access Agreement, the City shall return all Documents provided to the City or its consultants pursuant to this Section 2, except that the City shall be permitted to retain Documents necessary to support the Phase I Environmental Site Assessment or as specifically provided for in subsequent Scopes of Work.

The access granted to the City under the Access Agreement signed the _____ day of _____, 2010 shall in all ways govern the above SOW.

5468630_2

Exhibit C

RELEASE AND WAIVER OF CLAIMS

Releasor has requested entry onto the property located at 5555 30th Avenue, Kenosha, Wisconsin ("Subject Property") pursuant to an Access Agreement made and entered into on the _____ day of _____, 2010 by and between Old Carco Liquidation Trust ("Old Carco") and the City of Kenosha, Wisconsin ("City"). In consideration for Old Carco's agreement to permit Releasor to enter the Subject Property, Releasor hereby:

1. assumes any and all risks, whether foreseeable or unforseeable, related to the condition of the Subject Property, and agrees to be fully responsible for Releasor's activities and property while present on the Subject Property; and

2. fully releases and waives all claims and demands against Old Carco and/or Chrysler Group LLC from and against any loss, damage or injury of Releasor arising from or relating to any access to or use of the Subject Property by Releasor or caused by any defect in any building, structure or other improvement on the Subject Property or in any equipment or other facility on the Subject Property or by or from any accident, fire or other casualty on the Subject Property, or caused by or arising from any act or omission of the Releasor, or from any other cause whatsoever.

Old Carco and Chrysler Group LLC disclaim all responsibility for insuring or otherwise protecting Releasor against the risks of injury to person or loss of or injury to property. If any part of this Release is later held invalid, it is agreed that the balance shall continue in full force and effect.

By signing below, the Releasor represents that he or she has read this document in its entirety and signs it voluntarily.

RELEASOR

_____
Signature

_____
Printed Name

_____
Date

WITNESS: _____ (Signature)

5492581_1

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 09/01/10 through 09/15/10 and have approved the disbursements as follows:

1. Checks numbered from 098408 through 098771 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,804,483.56
SUBTOTAL	3,804,483.56

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,190,537.93

TOTAL DISBURSEMENTS APPROVED 4,995,021.49

David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	Theodore Ruffalo

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

Respectfully submitted,

Carol L. Stancato

Director of Finance

(disbursementsblank.share.fin)

Accounts Payable
Accounts Receivable
Payroll
Purchasing
Risk Management

KENOSHA 1850 WISCONSIN

CITY OF KENOSHA
DEPARTMENT OF FINANCE
625 - 52nd STREET
KENOSHA, WISCONSIN 53140

Main Line: (262) 653-4180
FAX: (262) 653-4190
Email: finance@kenosha.org

Carol L. Stancato
Director of Finance

TO: Kenosha Common Council
Administration

FROM: Carol L. Stancato, Director of Finance

SUBJECT: Transfer of Funds RE: Resolution 124-10 (Richard Meeker)

DATE: September 27, 2010

Please be advised that a transfer of funds within the Department of Fire has been initiated to pay the $10,000 voucher per Resolution 124-10 and which is included in this disbursement listing.

(MEMO10/res124-10fire9.27.10)

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: 09/20/10

Prepared By: MKS

Reviewed By: elk

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98408	9/02	A & B PRO HARDWARE	110-01-51801-389-000	7/10 MB SUPPLIES & S	61.10
			110-05-55109-246-000	7/10 PW SUPPLIES & S	47.50
			110-05-55109-389-000	7/10 PW SUPPLIES & S	11.42
			110-05-55109-357-000	7/10 PW SUPPLIES & S	8.01
			110-01-50101-311-000	7/10 CT SUPPLIES & S	8.00
			110-05-55109-361-000	7/10 PW SUPPLIES & S	4.59
			524-05-50101-246-000	7/10 GO SUPPLIES	3.60
				..... CHECK TOTAL	144.22
98409	9/02	ABILITY GLASS & HOME IMP	520-09-50202-249-000	6/10 TD LABOR & MATE	183.41
98410	9/02	ACE HARDWARE	110-03-53103-389-000	7/10 ST MERCHANDISE	88.02
			110-05-55109-357-000	7/10 PW MERCHANDISE	51.25
			521-09-50101-341-000	7/10 AR MERCHANDISE	47.94
			110-03-53103-361-000	7/10 ST MERCHANDISE	37.98
			521-09-50101-344-000	7/10 AR MERCHANDISE	31.39
			110-03-53109-389-000	7/10 ST MERCHANDISE	23.94
			110-02-52203-353-000	7/10 FD MERCHANDISE	21.99
			110-01-51801-389-000	7/10 MB MERCHANDISE	21.99
			110-05-55109-389-000	7/10 PW MERCHANDISE	16.71
			110-05-55111-389-000	7/10 PW MERCHANDISE	13.99
			501-09-50105-357-000	7/10 ST MERCHANDISE	7.70
			110-05-55109-249-000	7/10 PW MERCHANDISE	4.49
			110-03-53109-375-000	7/10 ST MERCHANDISE	3.94
				..... CHECK TOTAL	371.33
98411	9/02	ANIXTER WISCONSIN	110-01-51102-539-000	8/10 DP MISC. COMPUT	1,353.55
98412	9/02	RNOW, INC.	630-09-50101-393-000	8/10-SE#2885 PARTS/M	455.03
			630-09-50101-393-000	8/10-SE PARTS/MATERI	250.09
				..... CHECK TOTAL	705.12
98413	9/02	HWY C SERVICE	110-05-55109-344-000	REPAIRS-WEEDWACKERS	701.11
			501-09-50105-344-000	8/10-SW SERVICE/PART	88.68
			630-09-50101-393-000	8/10-SE PARTS/SUPPLI	84.05
				..... CHECK TOTAL	873.84
98414	9/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/16-31/10 CONTRIBS	55,093.92

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98415	9/02	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	8/10-AR ELECTRICAL S	274.24
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	228.60
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	216.77
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	190.88
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	99.89
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	78.29
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	47.64
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	20.87
			110-01-51801-246-984	8/10-FD MOVE ELECTRI	18.89
			110-03-53109-375-000	8/10-ST ELECTRICAL S	4.98
				..... CHECK TOTAL	1,181.05
98416	9/02	CARDINAL HEALTH	206-02-52205-318-000	8/10 MEDICAL SUPPLIE	280.97
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	111.35
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	61.25
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	51.04
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	51.04
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	6.75
				..... CHECK TOTAL	562.40
98417	9/02	KENOSHA CITY/COUNTY	110-02-52111-251-000	09/10 JOINT SERVICES	258,078.50
			110-02-52202-251-000	09/10 JOINT SERVICES	64,519.67
				..... CHECK TOTAL	322,598.17
98418	9/02	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/03/10 CITY HRLY	15,877.55
			110-00-21562-000-000	9/03/10 WATER HRLY	4,279.10
			110-00-21562-000-000	9/03/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,341.65
98419	9/02	LABOR PAPER, THE	110-01-50101-321-000	8/10-1ST & 2ND READ	28.72
			110-01-50101-321-000	8/10-AMEND MAP	18.92
				..... CHECK TOTAL	47.64
98420	9/02	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/10/10 S MORTON	730.48
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	722.75
			110-02-52101-219-000	8/10 10-115140 LAB	49.60
				..... CHECK TOTAL	1,502.83
98421	9/02	SHERWIN WILLIAMS CO.	501-09-50105-357-000	8/10-SW PAINT/SUPPLI	264.48
			501-09-50105-357-000	8/10-ST PAINT/SUPPLI	111.07
			110-03-53110-371-000	8/10-ST PAINT/SUPPLI	107.90
				..... CHECK TOTAL	483.45

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98422	9/02	FIRST SUPPLY CO.	110-05-55109-249-000	8/10 PW SUPPLIES AND	144.35
			110-02-52203-382-000	8/10 FD #5 SUPPLIES	19.84
				..... CHECK TOTAL	164.19
98423	9/02	RACINE COUNTY	110-00-21109-000-000	COURT PYMT P. PRICE	200.50
98424	9/02	WILLKOMM INC., JERRY	630-09-50101-392-000	8/10-DIESEL FUEL	18,914.40
98425	9/02	WE ENERGIES	633-09-50101-221-000	#33 07/26-08/25	3,474.89
			520-09-50401-221-000	#33 07/27-08/25	2,136.84
			110-03-53103-221-000	#33 07/28-08/26	1,858.30
			110-02-52203-221-000	#33 07/27-08/24	1,778.30
			110-03-53109-221-000	#33 07/26-08/24	1,534.77
			110-03-53109-221-000	#33 07/25-08/23	1,470.21
			110-03-53109-221-000	#33 07/22-08/22	1,369.75
			110-01-51801-221-000	#33 07/29-08/26	1,314.28
			110-05-55109-221-000	#33 07/28-08/26	1,243.13
			632-09-50101-221-000	#33 07/28-08/24	1,080.64
			110-05-55109-221-000	#33 07/25-08/23	931.32
			110-02-52203-221-000	#33 07/27-08/25	777.05
			110-03-53116-221-000	#33 07/21-08/19	698.93
			110-03-53109-221-000	#33 07/27-08/24	431.19
			110-01-51802-221-000	#33 912 35TH ST	410.04
			110-05-55109-221-000	#33 07/21-08/19	348.83
			110-03-53109-221-000	#33 07/21-08/19	293.48
			110-03-53109-221-000	#33 07/27-08/25	270.39
			110-03-53109-221-000	#33 07/22-08/20	247.16
			110-03-53109-221-000	#33 07/26-08/25	237.53
			110-05-55111-221-000	#33 07/28-08/24	227.10
			110-03-53103-221-000	#33 07/26-08/24	210.72
			110-03-53109-221-000	#33 07/20-08/19	161.41
			110-05-55109-222-000	#33 07/27-08/25	115.27
			110-05-55109-221-000	#33 07/20-08/18	106.58
			110-02-52203-222-000	#33 07/26-08/24	82.23
			110-03-53103-222-000	#33 07/28-08/24	81.23
			110-03-53117-221-000	#33 07/21-08/19	60.68
			633-09-50101-222-000	#33 07/27-08/25	50.79
			519-09-50103-221-000	#33 07/26-08/24	44.92
			110-02-52203-222-000	#33 07/27-08/25	40.83
			110-03-53103-222-000	#33 07/27-08/25	28.38
			632-09-50101-222-000	#33 07/27-08/25	27.76
			110-05-55106-222-000	#33 07/26-08/23	25.05
			520-09-50401-222-000	#33 07/26-08/24	24.65
			110-03-53103-221-000	#33 07/27-08/25	16.75
			110-05-55109-222-000	#33 07/26-08/24	10.42
			110-05-55109-221-000	#33 07/22-08/22	9.11
			110-05-55109-221-000	#33 07/26-08/24	9.08
				..... CHECK TOTAL	23,239.99

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98426	9/02	PAYNE & DOLAN INC.	110-03-53103-355-000	7/10-ASPHALT MATERIA	1,127.49
98427	9/02	REINDERS INC.	630-09-50101-393-000	8/10-SE PARTS/SERVIC	317.05
			110-05-55104-353-000	8/10-PW PARTS/SERVIC	180.00
			630-09-50101-393-000	8/10-SE PARTS & SERV	169.65
			630-09-50101-393-000	8/10-SE PARTS/SERVIC	163.00
			630-09-50101-393-000	8/10-SE PARTS & SERV	78.89
				..... CHECK TOTAL	908.59
98428	9/02	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	8/10-GO PARTS & SERV	20.02
98429	9/02	BROOKS TRACTOR, INC.	630-09-50101-393-000	8/10 SE #2449 PARTS	152.27
98430	9/02	CURTIS INDUSTRIES, INC	630-09-50101-393-000	8/10 SE FASTENERS-VA	131.07
98431	9/02	DON'S AUTO PARTS	630-09-50101-393-000	8/10 SE PARTS & MATE	760.35
			110-02-52203-344-000	8/10 FD PARTS & MATE	197.30
				..... CHECK TOTAL	957.65
98432	9/02	LARK UNIFORM, INC.	110-02-52103-367-000	8/10-UNIT#541 UNIFOR	410.70
98433	9/02	CHASE BANK KENOSHA	110-00-21513-000-000	9/03/10 HRLY DEDUCT	21,672.12
			110-00-21511-000-000	9/03/10 HRLY DEDUCT	12,616.83
			110-00-21612-000-000	9/03/10 HRLY DEDUCT	12,616.64
			110-00-21614-000-000	9/03/10 HRLY DEDUCT	3,162.92
			110-00-21514-000-000	9/03/10 HRLY DEDUCT	3,162.83
				..... CHECK TOTAL	53,231.34
98434	9/02	AT&T	110-02-52203-225-000	8/22-0/21 REPEATER	199.72
			110-02-52203-225-000	8/19-9/18 652-5506	107.40
			501-09-50105-225-000	8/19-9/18 652-2605	76.94
			110-03-53103-225-000	8/19-9/18 652-2605	76.94
			521-09-50101-225-000	8/19-9/19 652-1332	65.04
			520-09-50301-225-000	8/19-9/18 652-6932	65.04
			520-09-50301-225-000	8/19-9/18 652-5104	32.52
			110-01-51801-225-000	8/19-9/18 652-4112	32.52
				..... CHECK TOTAL	656.12
98435	9/02	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	'10 WC QTR 4 ADMIN	3,825.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98436	9/02	NEHER ELECTRIC SUPPLY	110-01-51801-389-000	FLUORESCENT BULBS	475.00
			110-01-51801-389-000	SYLVANIA FLOOD LAMPS	138.00
			110-01-51801-389-000	SYLVANIA FLOOD LAMPS	92.00
				..... CHECK TOTAL	705.00
98437	9/02	FEDEX	110-01-51306-312-000	8/10 PW-CONTRACT BK	21.52
98438	9/02	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	8/10 SPECIAL TRNSPRT	14,167.00
			520-09-50301-258-000	8/10 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	14,751.00
98439	9/02	JOE'S CARPET SERVICE	110-01-51801-246-984	CARPET CLEANING	90.00
98440	9/02	OFFICEMAX	110-01-50101-311-000	8/10 LE #1576 OFFICE	660.00
			110-02-52103-311-000	8/10 PD #1575 OFFICE	629.93
			110-01-50301-311-000	8/10 LE #1576 OFFICE	166.56
			110-01-51101-311-000	8/10 FN #1574 OFFICE	86.95
				..... CHECK TOTAL	1,543.44
98441	9/02	ALFRED BENESCH & COMPANY	409-11-50906-589-000	38TH ST CONST. MGMT.	14,488.81
			409-11-50906-589-000	38TH ST CONST. MGMT.	4,833.38
				..... CHECK TOTAL	19,322.19
98442	9/02	PAT'S SERVICES, INC.	110-05-55109-219-000	8/10-SIMMONS PORTABL	185.00
98443	9/02	RC ELECTRONICS	520-09-50201-344-000	PROGRAM/TEST RADIOS	525.00
			520-09-50201-344-000	REPAIR BUS RADIOS	75.00
				..... CHECK TOTAL	600.00
98444	9/02	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	9/03/10 D FAFFORD	30.00
98445	9/02	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	8/10-SW TOOLS/SUPPLI	42.08
98446	9/02	NATIONAL TRUST FOR HISTORIC	110-01-51701-323-000	2011 DUES M. MAKI	20.00
98447	9/02	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	9/03/10 B GARRETT	115.97
98448	9/02	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	8/10 PET FOOD & SUPP	125.11
98449	9/02	INTERSPIRO	110-02-52203-235-000	8/10-FD SCBA PARTS	144.83

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98450	9/02	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	8/10 PARTS/MATERIALS	100.00
			110-02-52203-344-000	8/10 PARTS/MATERIALS	88.00
				..... CHECK TOTAL	188.00
98451	9/02	MORRISSEY, JOHN W	110-02-52107-263-000	8/10 REPLENISH	169.32
			110-02-52110-311-000	8/10 REPLENISH	46.53
			110-02-52110-263-000	8/10 REPLENISH	44.95
				..... CHECK TOTAL	260.80
98452	9/02	ALLIED MUNICIPAL SUPPLY	110-03-53110-372-000	STREET NAME SIGN	9,749.16
			110-03-53110-372-000	STREET NAME SIGN	834.08
			110-03-53110-372-000	STREET NAME SIGN	100.96
				..... CHECK TOTAL	10,684.20
98453	9/02	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	8/10 PARTS/MATERIALS	211.55
			110-02-52203-235-000	7/10 PARTS & MAINTEN	174.84
			206-02-52205-344-000	8/10 PARTS/MATERIALS	78.80
			110-02-52203-235-000	7/10 PARTS & MAINTEN	55.35
				..... CHECK TOTAL	520.54
98454	9/02	LEE PLUMBING, INC.	110-05-55109-219-000	8/10-BANDSHELL PARK	646.00
			524-05-50101-219-000	8/10-GO HVAC, PLUMBI	182.00
				..... CHECK TOTAL	828.00
98455	9/02	CONSTRUCTION FABRICS AND	403-11-51110-589-000	EC BLANKET	990.00
			403-11-51110-589-000	GREENSTAKE (500/BOX)	170.00
				..... CHECK TOTAL	1,160.00
98456	9/02	UNISOURCE	110-01-51101-311-000	8/10-FN PAPER PRODUC	492.24
98457	9/02	HUMANA CLAIMS	611-09-50101-155-527	8/25 MEDICAL CLAIMS	146,376.48
			611-09-50101-155-527	8/27 MEDICAL CLAIMS	60,604.65
			611-09-50101-155-527	8/27 PHARMACY CLAIMS	11,096.82
			611-09-50101-155-527	8/26 PHARMACY CLAIMS	6,126.89
			611-09-50101-155-527	8/25 PHARMACY CLAIMS	1,939.52
			611-09-50101-155-527	8/26 MEDICAL CLAIMS	1,465.19
				..... CHECK TOTAL	227,609.55
98458	9/02	PIONEER COMMERICAL CLEANING	110-01-51801-243-000	8/10-JANITORIAL SERV	3,325.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98459	9/02	CUMMINS NPOWER, LLC	520-09-50201-347-000	MISC. BUS PARTS	1,149.46
98460	9/02	SCHMIDT IMPLEMENT CO. INC.	501-09-50105-344-000	8/10-SW SERVICE/PART	306.00
98461	9/02	PALMEN MOTORS	630-09-50101-393-000	BRAKE LINE 4683697	100.03
			630-09-50101-393-000	BRAKE LINE 4683696	39.48
				..... CHECK TOTAL	139.51
98462	9/02	MALSACK, J	110-09-56501-259-570	8/10 1012 45 ST-GRS	308.75
			110-09-56501-259-570	8/10 1902 53 ST-GRS	242.25
			110-09-56501-259-570	8/10 9922 63 ST-GRS	232.75
			110-09-56501-259-570	8/10 1873 15 AV-GRS	213.75
			110-09-56501-259-570	8/10 6550 7 AV-GRAS	190.00
			110-09-56501-259-570	8/10 5815 11 AV-GRS	171.00
			110-09-56501-259-570	8/10 2125 22 ST GRS	137.75
			110-09-56501-259-570	8/10 4528 18 AV-GRS	118.75
			110-09-56501-259-570	8/10 4720 18 AV-GRS	118.75
			110-09-56501-259-570	8/10 2211 25 AV-GRS	95.00
			110-09-56501-259-570	8/10 704 75 ST-GRAS	80.75
			110-09-56501-259-570	8/10 5710 5 AV-GRAS	4.27
				..... CHECK TOTAL	1,913.77
98463	9/02	ALTEC INDUSTRIES, INC.	630-09-50101-393-000	8/10 SE #2168 PARTS/	24.79
98464	9/02	LETTERING MACHINE	524-05-50101-369-000	LADIES POLO SHIRTS	100.00
			524-05-50101-369-000	SHIRTS	100.00
			524-05-50101-369-000	SHIRTS	44.00
			524-05-50101-369-000	SET UP FEE	15.00
				..... CHECK TOTAL	259.00
98465	9/02	AUTUMN SUPPLY	520-09-50201-317-000	3X5 MAT	243.50
			520-09-50401-246-000	ROLL TOWEL	222.40
			520-09-50202-246-000	GOJO HANDCLEANER	172.40
			520-09-50201-317-000	FILTER COAT	103.00
			520-09-50202-246-000	JUMBO TOILET PAPER	65.00
				..... CHECK TOTAL	806.30
98466	9/02	KENOSHA COUNTY TREASURER	110-00-21109-000-000	09 RE TAX 7215 3 AV	6,983.72
98467	9/02	FASTENAL COMPANY	110-03-53103-361-000	8/10 ST TOOLS OR MAT	96.20
			110-03-53103-361-000	8/10 ST TOOLS OR MAT	91.01
			110-03-53103-389-000	8/10 ST TOOLS OR MAT	87.45
			110-03-53103-361-000	8/10 ST TOOLS OR MAT	87.19
			110-03-53103-361-000	8/10 ST TOOLS OR MAT	83.52
			110-03-53103-361-000	8/10 ST TOOLS OR MAT	74.26
			110-03-53103-389-000	8/10 ST TOOLS OR MAT	71.54
				..... CHECK TOTAL	591.17

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98468	9/02	KNIGHT-BARRY TITLE, INC.	110-00-21109-000-000	SPCL ASSMT 5405 34	2.55
98469	9/02	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	NELSON,ERNST PLAQUE	100.00
98470	9/02	J & M RECOVERY & TOWING	110-02-52103-219-000	8/10-#10-117094 TOW	15.00
98471	9/02	FORCE AMERICA	630-09-50101-393-000	8/10 SE PARTS/MATERI	243.98
98472	9/02	MEEKER, RICHARD	110-02-52201-259-000	LEGAL FEES #124-10	10,000.00
98473	9/02	MENARDS (KENOSHA)	110-02-52203-382-000	8/10-FD#5 MERCHANDIS	139.98
			110-02-52103-365-000	8/10-PD MERCHANDISE	127.00
			110-05-55109-357-000	7/10-PA MERCHANDISE	106.90
			110-05-55109-361-000	8/10-PA MERCHANDISE	104.55
			110-02-52203-382-000	8/10-FD#3 MERCHANDIS	93.15
			110-02-52203-382-000	8/10-FD#5 MERCHANDIS	85.86
			110-05-55109-357-000	8/10-PA MERCHANDISE	69.96
			110-02-52203-357-000	8/10-FD#5 MERCHANDIS	64.98
			110-03-53116-382-000	7/10-WA MERCHANDISE	46.28
			110-03-53116-382-000	8/10-WA MERCHANDISE	23.34
			110-03-53110-361-000	8/10-ST MERCHANDISE	23.15
			110-05-55109-357-000	8/10-PA MERCHANDISE	19.64
			110-03-53103-389-000	8/10-ST MERCHANDISE	16.47
			110-02-52203-344-000	8/10-FD#4 MERCHANDIS	4.05
			110-03-53109-389-000	8/10-ST MERCHANDISE	3.66
				..... CHECK TOTAL	928.97
98474	9/02	BELLE CITY FIRE EXTINGUISHER	110-05-55109-235-000	7/10 PA EXTINGUISHER	665.55
			110-02-52103-389-000	7/10 PD EXTINGUISHER	100.55
				..... CHECK TOTAL	766.10
98475	9/02	PLATINUM SYSTEMS	110-02-52103-311-000	7/10-PD TONER SUPPLI	140.50
98476	9/02	WIS SCTF	110-00-21581-000-000	9/03/10 HRLY DEDUCT	1,535.47
98477	9/02	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/03/10 J PETRILLO	139.82
98478	9/02	AUTO GLASS SPECIALISTS, INC.	110-05-55109-344-000	8/10 PW GLASS & ACCE	198.90
98479	9/02	ACCURINT	110-02-52101-219-000	7/10 SEARCHES/LOCATE	70.10

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98480	9/02	RILEY MANAGEMENT	501-00-21128-000-000	ESCROW 10325 58 PL	5,000.00
			110-00-44809-000-000	ESCROW 10325 58 PL	2,000.00
				..... CHECK TOTAL	7,000.00
98481	9/02	J.K.R. SURVEYING, INC	267-06-51609-259-000	#5140455 - SURVEY	425.00
			267-06-51608-259-000	#5140453 - SURVEY	425.00
			267-06-51607-259-000	#5140452 - SURVEY	425.00
				..... CHECK TOTAL	1,275.00
98482	9/02	FABCO RENTS	403-11-51005-589-000	8/10 EQUIPMENT RENTA	4,406.50
			403-11-51005-589-000	8/10 EQUIPMENT RENTA	1,626.50
				..... CHECK TOTAL	6,033.00
98483	9/02	HAPPENINGS MAGAZINE	222-09-50101-259-908	8/10 P B & J ADS	491.50
			222-09-50101-259-908	8/10 P B & J ADS	413.00
			222-09-50101-259-000	8/10 FOLK FEST AD	78.50
				..... CHECK TOTAL	983.00
98484	9/02	GESTRA ENGINEERING INC	409-11-50906-589-000	7/12-8/15 CONST ENG/	279.40
98485	9/02	PROCESSWORKS INC.	110-00-21578-000-000	8/31/10 CHECK REG	7,222.70
98486	9/02	IAFF/NATIONWIDE	110-00-21574-000-000	8/16-31/10 CONTRIBS	20,154.83
98487	9/02	AIRGAS NORTH CENTRAL	206-02-52205-389-000	8/10 FD # 5 OXYGEN C	49.30
			110-05-55109-235-000	7/10 PA INDUSTRIAL G	46.70
			521-09-50101-344-000	7/10 AR INDUSTRIAL G	12.75
				..... CHECK TOTAL	108.75
98488	9/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/16-31/10 CONTRIBS	12,528.75
98489	9/02	CLARK DIETZ, INC	409-11-50906-589-000	6-7/10 PRFSNL SERVC	7,662.73
98490	9/02	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	7/8/10 P BRIETCHAFT	709.75
98491	9/02	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	020610 M LAUDONIO	278.50
98492	9/02	IOD INCORPORATED	110-09-56405-161-000	7/28/10 K CARBON	8.72
98493	9/02	TSUCHIYA MD, GORO	520-09-50101-161-000	2/25/10 D BEALL	44.15

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98494	9/02	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	7/10 10 S MORTON	69.70
			110-09-56405-161-000	12/26/09 A LOPEZ	69.70
			110-09-56405-161-000	7/10/10 A JURGENS	39.10
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	34.85
				..... CHECK TOTAL	213.35
98495	9/02	AURORA HEALTH CARE	110-09-56405-161-000	12/15/09 J PETRILLO	1,269.65
			110-09-56405-161-000	6/15/10 I RAMADANI	127.60
				..... CHECK TOTAL	1,397.25
98496	9/02	GARY HUDSON AGENCY	110-00-21109-000-000	SPCL ASSMT 4520 17	3.67
98497	9/02	KOHN LAW FIRM S.C.	110-00-21581-000-000	9/03/10 D LARSON	173.07
98498	9/02	PRINCIPLE CONSTRUCTION	501-00-21128-000-000	ESCROW 8420 50 ST	5,000.00
98499	9/02	KELLY, SARA	110-00-47118-000-000	WOLFENBUTTEL-9/25/10	65.00
98500	9/02	BILGER, RENAE	110-00-21905-000-000	ORIBILETTI-8/22/10	100.00
98501	9/02	JORDAN, ERICA	110-00-21905-000-000	ORIBILETTI-8/20/10	100.00
98502	9/02	HOLMES, NICOLE	110-00-21905-000-000	BEACHHOUSE-8/21/10	100.00
98503	9/02	SOLMS, APRIL	110-00-21905-000-000	BEACH HOUSE-8/19/10	100.00
98504	9/02	COLON, JANET	110-00-21905-000-000	BEACH HOUSE-12/4/10	300.00
			110-00-47122-000-000	BEACH HOUSE-12/4/10	120.00
				..... CHECK TOTAL	420.00
98505	9/02	SCOZZARO, FRANCESCO	110-00-44802-000-000	PERMIT-7621 SHERIDAN	160.00
98506	9/02	SCHNEIDER, KEVIN	110-00-47118-000-000	LINCOLN GRDN-8/21/10	60.00
98507	9/02	MUTCHLER, VINCENT L.	110-09-56405-166-000	8/15-9/15/10 PPD	1,092.00
98508	9/02	DESCHLER, STEVEN H.	110-09-56405-166-000	8/10-9/06/10 PPD	1,128.00
98509	9/02	MISKINIS, DANIEL G.	110-02-52102-367-000	2010 CLOTHING ALLOW	233.33
			110-02-52101-367-000	2010 CLOTHING ALLOW	166.67
				..... CHECK TOTAL	400.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98510	9/02	HECKER, JOSHUA	110-02-52109-367-000	2010 CLOTHING ALLOW	400.00
98511	9/02	WHITEFOOT, DANIEL	631-09-50101-261-000	8/18-19 MILWAUKEE	100.00
98512	9/08	BINDELLI BROTHERS, INC	110-09-56501-259-569	8/10 4219 51 AVE	432.00
			110-09-56501-259-569	8/10 928 46 ST	90.12
			110-09-56501-259-569	8/10 1902 53 ST	72.12
				..... CHECK TOTAL	594.24
98513	9/08	WE ENERGIES	110-03-53109-221-000	8/10 STREETLIGHTING	59,122.95
			110-05-55109-221-000	8/10 STREETLIGHTING	586.23
				..... CHECK TOTAL	59,709.18
98514	9/08	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	8/10 ST ELECTRICAL M	97.50
			110-03-53109-375-000	8/10 ST ELECTRICAL M	65.00
			110-01-51801-246-984	8/10 FD REMODEL	25.83
				..... CHECK TOTAL	188.33
98515	9/08	INTERSTATE ELECTRIC SUPPLY	417-11-50701-589-915	8/10 PW-ELECTRICAL	1,137.35
			110-02-52203-382-000	8/10 FD#7-ELECTRICL	257.74
			520-09-50401-347-000	7/10 TD-ELECTRICAL S	150.00
			110-01-51801-246-984	8/10 FD-REMODEL/ELEC	145.08
			520-09-50201-347-000	8/10 TD-ELECTRICAL S	28.11
				..... CHECK TOTAL	1,718.28
98516	9/08	CARDINAL HEALTH	206-02-52205-318-000	8/10 MEDICAL SUPPLIE	1,103.54
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	434.11
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	409.95
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	242.27
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	142.50
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	60.35
				..... CHECK TOTAL	2,392.72
98517	9/08	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	8/10 CHICO-VETERINRY	57.03
98518	9/08	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	8/10 CE #2326	211.50
98519	9/08	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	08/10 ANIMAL CONTRL	11,282.57
98520	9/08	LABOR PAPER, THE	420-11-50810-584-000	8/10 PW-BAY PAINTING	11.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98521	9/08	SHERWIN WILLIAMS CO.	110-01-51801-246-984	8/10 FD REMODEL PAIN	193.94
98522	9/08	KENOSHA COUNTY	110-02-52105-283-000	9/10 MONTHLY RENT	8,156.17
98523	9/08	WILLKOMM INC., JERRY	521-09-50101-341-000	8/10 FUEL	1,698.46
			521-09-50101-341-000	8/10 FUEL	63.21
				..... CHECK TOTAL	1,761.67
98524	9/08	PAYNE & DOLAN INC.	110-03-53103-355-000	8/10 ASPHALT MATERIA	1,962.59
98525	9/08	REINDERS INC.	524-05-50101-398-000	8/10 GO PARTS AND SE	182.77
98526	9/08	KENOSHA WATER UTILITY	449-11-50501-589-000	1-3/10 INSPECT KAT	60.88
			205-03-53119-224-000	HYDRANT-COMPOST SITE	26.69
			110-03-53103-224-000	HYDRANT-STREET DEPT	16.09
				..... CHECK TOTAL	103.66
98527	9/08	DON'S AUTO PARTS	630-09-50101-393-000	8/10 #2161 LABOR/PRT	525.30
98528	9/08	BEACON ATHLETICS	110-05-55102-386-000	ANCHOR STEEL	186.49
98529	9/08	OFFICEMAX	110-02-52103-311-000	8/10 PD #1581 OFFICE	137.08
			110-01-51101-311-000	8/10 FN #1583 OFFICE	103.72
			110-02-52601-311-000	8/10 DH #1577 OFFICE	73.77
			110-02-52201-311-000	8/10 FD #1582 OFFICE	30.03
			110-01-51306-311-000	8/10 CT #1580 OFFICE	25.23
				..... CHECK TOTAL	369.83
98530	9/08	PAT'S SERVICES, INC.	205-03-53119-282-000	7/17-8/13 PORTABLE T	65.80
98531	9/08	LINCOLN CONTRACTORS SUPPLY	110-01-51801-361-000	8/10 MB TOOLS AND SU	119.00
			501-09-50105-361-000	8/10 ST TOOLS AND SU	5.87
				..... CHECK TOTAL	124.87
98532	9/08	HOLLAND SUPPLY, INC.	520-09-50201-347-000	8/10 TD-HYDRAULIC FT	10.38
98533	9/08	ACCURATE PRINTING CO., INC.	110-02-52601-311-000	8/10 DH-DO NOT REMV	179.00
98534	9/08	CONNEY SAFETY PRODUCTS	110-05-55109-389-000	FIRST AID KITS	392.77

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98535	9/08	GUTTORMSEN, HARTLEY &	110-01-50301-219-000	CITY VS C KROME	200.00
			110-01-50301-219-000	CITY VS J DUMKE	100.00
				..... CHECK TOTAL	300.00
98536	9/08	SAM'S CLUB	524-05-50101-323-000	MEMBERSHIP FEE	35.00
98537	9/08	LEE PLUMBING, INC.	521-09-50101-246-000	8/10 AR HVAC, PLUMBI	112.00
98538	9/08	GFI GENFARE	520-09-50201-347-000	8/10 PARTS	294.07
			520-09-50201-347-000	8/10 PARTS	230.34
				..... CHECK TOTAL	524.41
98539	9/08	UNISOURCE	630-09-50101-393-000	8/10 CE PAPER PRODUC	2,818.16
98540	9/08	HUMANA CLAIMS	611-09-50101-155-527	9/07 MEDICAL CLAIMS	101,215.19
			611-09-50101-155-527	9/01 MEDICAL CLAIMS	76,221.82
			611-09-50101-155-527	9/07 PHARMACY CLAIMS	21,777.41
			611-09-50101-155-527	9/02 PHARMACY CLAIMS	11,060.75
			611-09-50101-155-527	9/03 PHARMACY CLAIMS	5,429.14
			611-09-50101-155-527	9/01 PHARMACY CLAIMS	2,125.16
			611-09-50101-155-527	9/02 MEDICAL CLAIMS	666.50
			611-09-50101-155-527	9/03 MEDICAL CLAIMS	11.67
				..... CHECK TOTAL	218,507.64
98541	9/08	V & H INC. TRUCKS	630-09-50101-393-000	SEAT UNIT 2357	585.24
98542	9/08	TUNDRA LODGE RESORT	632-09-50101-263-000	MAURO LENCI 9/21/10	70.00
98543	9/08	APPLETON POLICE DEPT	110-02-52102-323-000	L. MEREDITH	30.00
98544	9/08	KAR PRODUCTS	110-02-52203-344-000	8/10 SUPPLIES/REPAIR	126.81
98545	9/08	ALTEC INDUSTRIES, INC.	630-09-50101-393-000	8/10 #2168 PARTS/SRV	433.95
98546	9/08	INSTY-PRINTS	722-00-21988-000-000	SIGNS	2,275.00
98547	9/08	T & A INDUSTRIAL,LTD.	110-03-53103-389-000	8/10 MISC SUPPLIES/T	131.20
98548	9/08	KENOSHA COUNTY TREASURER	110-04-54101-252-000	9/10 HEALTH SERVICES	90,519.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98549	9/08	WASTE MANAGEMENT	633-09-50101-253-000	9/10 LI WEEKLY PICK	80.21
			521-09-50101-219-000	9/10 AR PAPER RECYCL	54.08
			110-01-51801-246-000	9/10 MB PULL CHARGES	54.08
			110-05-55109-246-000	9/10 PA PAPER RECYCL	37.86
				..... CHECK TOTAL	226.23
98550	9/08	MENARDS (KENOSHA)	110-01-51801-246-984	8/10 FD REMODEL MERC	296.00
			110-01-51801-246-984	8/10 FD REMODEL MER	296.00
			110-01-51801-246-984	8/10 FD REMODEL MERC	294.86
			110-01-51801-246-984	8/10 FD REMODEL MERC	279.16
			110-01-51801-246-984	8/10 FD REMODEL MERC	239.98
			110-01-51801-246-984	8/10 FD REMODEL MERC	228.48
			110-01-51801-246-984	8/10 FD REMODEL MERC	218.00
			110-01-51801-246-984	8/10 FD REMODEL MERC	218.00
			110-01-51801-246-984	8/10 FD REMODEL MERC	148.00
			110-01-51801-246-984	8/10 FD REMODEL MERC	126.64
			520-09-50202-249-000	8/10 TD MERCHANDISE	118.18
			110-03-53103-361-000	8/10 ST MERCHANDISE	89.82
			110-01-51801-246-984	8/10 FD REMODEL MERC	62.99
			110-01-51801-246-984	8/10 FD REMODEL MERC	38.30
			110-05-55109-361-000	8/10 PA GRAFFITI MER	20.98
			520-09-50202-249-000	8/10 TD MERCHANDISE	11.97
				..... CHECK TOTAL	2,687.36
98551	9/08	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	5/10 FLT #2927 MOTOR	690.55
			110-02-52103-344-000	7/10 FLT #3051 MOTOR	274.55
			110-02-52103-344-000	5/10 FLT #2926 MOTOR	200.00
			110-02-52103-344-000	5/10 #2926 MOTORCYCL	102.00
			110-02-52103-344-000	6/10 FLT 2927 MOTORC	12.95
			110-02-52103-344-000	3/10 FLT #2926 MOTOR	6.00
				..... CHECK TOTAL	1,286.05
98552	9/08	PREVOST CAR (US) INC	520-09-50201-347-000	8/10 BUS PARTS	55.05
			520-09-50201-347-000	8/10 BUS PARTS	18.24
			520-09-50201-347-000	8/10 BUS PARTS	4.56
				..... CHECK TOTAL	77.85
98553	9/08	NORTHERN SAFETY CO INC	110-03-53116-389-000	SAFETY GLASSES	45.70
			110-03-53116-389-000	SAFETY GLASSES	2.48
				..... CHECK TOTAL	48.18

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98554	9/08	MIDWEST GRAPHICS SERVICES	420-11-50905-589-000	7/10 SALT SHED PLANS	315.00
			405-11-51003-219-000	7/10 SUNRISE-MEETING	232.50
			405-11-51003-219-000	7/10 STRWBRY CKR MTG	75.00
				..... CHECK TOTAL	622.50
98555	9/08	CLEANCO	521-09-50101-243-000	CLEAN TERMINAL/TOWER	600.00
98556	9/08	AZAR L.L.C.	401-11-51004-586-000	EST 1-SIDEWALK PROGR	60,588.68
			403-11-51001-585-000	EST 1-CURB/GUTTER PR	10,189.62
				..... CHECK TOTAL	70,778.30
98557	9/08	NASECA OF WISCONSIN	501-09-50103-264-000	C PAGELS 9/09/10	85.00
98558	9/08	HOTEL SIERRA	110-02-52107-263-000	8/25-27 D ALFREDSON	218.00
			110-02-52107-263-000	8/25-27 M STRELOW	218.00
				..... CHECK TOTAL	436.00
98559	9/08	KRAJNAK, JERRY	110-00-46394-000-000	APPLIANCE STICKER	15.00
98560	9/08	KLEINMARK, LISA	110-00-21905-000-000	BEACHHOUSE 8/27/10	300.00
98561	9/08	KIWANIS BREAKFAST	110-00-21905-000-000	POERIO PARK 8/6-8/10	200.00
98562	9/08	REMNANT APOSTOLIC	110-00-21905-000-000	PENNOYER 8/28/10	100.00
98563	9/08	COVELLI, PAUL	110-01-50901-261-000	8/10 MILEAGE 237 MLS	118.50
98564	9/08	WILKE, BRIAN	110-01-51701-261-000	8/10 MILEAGE 114 MLS	57.00
98565	9/08	CALLOVI, MICHAEL	110-01-51701-261-000	1-8/10 MILEAGE 167	83.50
98566	9/08	FLAHIVE, CHRISTINE	110-02-52107-263-000	8/25-26 WIS DELLS	29.00
98567	9/10	RNOW, INC.	630-09-50101-393-000	8/10-SE#2885 PARTS/M	524.48
			630-09-50101-393-000	8/10-SE PARTS/MATERI	271.42
			630-09-50101-393-000	8/10-SE PARTS/MATERI	61.91
				..... CHECK TOTAL	857.81
98568	9/10	CLERK OF CIRCUIT COURT	110-01-50101-219-000	CERT. COPY 10-CT-704	9.19

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98569	9/10	VIKING ELECTRIC SUPPLY	110-01-51801-246-984	8/10 FD REMODEL ELEC	25.13
			110-03-53109-361-000	8/10 ST ELECTRICAL M	24.15
				..... CHECK TOTAL	49.28
98570	9/10	KENOSHA CO HEALTH DIVISION	252-06-50559-259-000	#5151838-2ND QTR REL	4,213.00
98571	9/10	COMSYS, INCORPORATED	110-01-51102-215-000	9/08-10/7/10 SERVICE	36,013.76
			501-09-50101-215-000	9/08-10/7/10 SERVICE	9,003.46
				..... CHECK TOTAL	45,017.22
98572	9/10	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	8/10 ST-ELECTRICAL S	104.70
			110-01-51801-246-984	9/01 FD-REMODEL	84.00
			110-03-53109-375-000	8/10 ST-ELECTRICAL S	47.53
			110-03-53109-375-000	8/10 ST-ELECTRICAL	41.88
			110-01-51801-246-984	9/10 FD-REMODEL	26.30
				..... CHECK TOTAL	304.41
98573	9/10	JANTZ AUTO SALES INC	110-02-52103-219-000	8/10-#10-117440 TOWI	25.00
			110-02-52103-219-000	8/10-#10-114145 TOWI	25.00
			110-02-52103-219-000	8/10-#10-128206 TOWI	15.00
				..... CHECK TOTAL	65.00
98574	9/10	CARDINAL HEALTH	206-02-52205-318-000	8/10 MEDICAL SUPPLIE	506.65
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	501.98
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	257.50
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	243.88
			206-02-52205-382-000	8/10 MEDICAL SUPPLIE	118.08
				..... CHECK TOTAL	1,628.09
98575	9/10	KEN-CRETE PRODUCTS CO., INC.	403-11-51002-588-000	MATERIALS	402.50
98576	9/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/10/10 CITY HRLY	15,751.55
			110-00-21562-000-000	9/10/10 WATER HRLY	4,179.85
			110-00-21562-000-000	9/10/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,116.40
98577	9/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/31/10 R TESSMANN	212.78
98578	9/10	KENOSHA NEWS	110-01-50101-321-000	8/10 ELECTION TEST	17.98

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98579	9/10	SHERWIN WILLIAMS CO.	110-01-51801-246-984	8/10-FD REMODEL PAIN	208.21
			110-01-51801-246-984	8/10-FD REMODEL PAIN	189.15
			110-01-51801-246-984	8/10-FD REMODEL PAIN	189.15
			110-01-51801-246-984	8/10-FD REMODEL PAIN	22.19
				..... CHECK TOTAL	608.70
98580	9/10	FIRST SUPPLY CO.	110-02-52203-344-000	8/10 FD SUPPLIES AND	15.36
			110-02-52203-344-000	8/10 FD SUPPLIES AND	5.30
				..... CHECK TOTAL	20.66
98581	9/10	WI JUVENILE OFFICERS ASSOC	110-02-52107-264-000	9/22-24 O. JOHNSON	140.00
98582	9/10	SHOPKO DEPT. STORE	206-02-52205-382-000	8/10-FD#1 MERCHANDI	17.97
			206-02-52205-382-000	8/10-FD#1 MERCHANDIS	5.98
			206-02-52205-344-000	8/10-FD#1 MERCHANDIS	4.79
				..... CHECK TOTAL	28.74
98583	9/10	SHOPKO DEPT. STORE	110-00-21109-000-000	SPECL ASSESS OVERPAY	34.01
98584	9/10	VAN'S ROOFING, INC	633-09-50101-245-000	ROOF REPAIR CIVIC CT	1,000.00
98585	9/10	WILLKOMM INC., JERRY	520-09-50106-341-000	8/10 DIESEL FUEL	17,988.10
98586	9/10	WIS DEPT OF REVENUE	110-00-21512-000-000	8/16-31/10 DEDUCTS	117,222.67
98587	9/10	WE ENERGIES	110-01-51801-221-000	#34 07/29-08/26	5,292.04
			520-09-50301-221-000	#34 07/30-08/27	3,936.70
			521-09-50101-221-000	#34 07/28-08/30	1,854.51
			521-09-50101-221-000	#34 08/01-08/30	1,803.63
			110-02-52203-221-000	#34 08/01-08/30	976.29
			110-02-52203-221-000	#34 07/28-08/26	969.86
			110-03-53109-221-000	#34 07/29-08/29	666.66
			110-03-53109-221-000	#34 08/05-09/01	457.31
			110-03-53109-221-000	#34 08/01-08/30	438.37
			110-03-53109-221-000	#34 08/02-08/31	431.97
			110-02-52110-221-000	#34 07/28-08/26	376.70
			110-03-53109-221-000	#34 07/28-08/27	255.16
			110-03-53109-221-000	#34 07/29-08/26	203.44
			110-03-53103-221-000	#34 08/03-09/01	173.82
			110-01-51801-222-000	#34 07/28-08/26	136.69
			110-05-55111-221-000	#34 07/29-08/25	118.36
			110-05-55111-222-000	#34 07/28-08/26	115.68
			110-03-53116-222-000	#34 07/28-08/26	108.84
			110-03-53109-221-000	#34 07/28-08/26	99.09
			110-02-52203-222-000	#34 07/30-08/30	71.61
			110-02-52203-222-000	#34 08/01-08/30	69.43
			110-01-51802-221-000	#34 2210 52ND ST	66.61
			521-09-50101-222-000	#34 08/10-08/30	61.39
			110-05-55109-221-000	#34 07/29-08/29	52.85

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-222-000	#34 07/29-08/29	49.71
			110-05-55109-221-000	#34 08/02-08/31	44.03
			110-05-55109-221-000	#34 08/04-09/02	35.61
			110-03-53109-221-000	#34 07/30-08/30	25.28
			110-05-55109-221-000	#34 07/27-08/25	24.55
			110-03-53103-221-000	#34 07/29-08/29	22.65
			110-02-52110-222-000	#34 07/28-08/26	15.03
			110-05-55103-222-000	#34 08/03-09/01	14.25
			110-05-55102-221-000	#34 07/29-08/29	11.71
			110-02-52103-222-000	#34 08/02-08/31	9.06
			110-05-55109-222-000	#34 07/29-08/29	8.99
			521-09-50101-221-000	#34 08/02-08/31	8.07
				..... CHECK TOTAL	19,005.95
98588	9/10	LEITCH PRINTING CORPORATION	501-09-50101-311-000	8/10 NO PARKING	88.11
98589	9/10	MAGID GLOVE & SAFETY	630-09-50101-393-000	8/10 GLOVES	4,178.24
98590	9/10	REINDERS INC.	110-05-55104-353-000	8/10 PARTS AND SERVI	90.00
98591	9/10	WEST GROUP	110-01-50301-322-000	8/10 SUBSCRIPTIONS	105.50
98592	9/10	WIS FUEL & HEATING INC	630-09-50101-393-000	8/10-CE LUBRICANTS/O	583.75
98593	9/10	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	8/10 SE REPAIR FUEL	204.14
98594	9/10	BROOKS TRACTOR, INC.	630-09-50101-393-000	8/10 SE #2215 PARTS	1,704.60
			630-09-50101-393-000	8/10 PARTS & MATERIA	80.61
			630-09-50101-393-000	8/10 SE #2215 PARTS	66.91
			630-09-50101-393-000	8/10 PARTS & MATERIA	26.32
				..... CHECK TOTAL	1,878.44
98595	9/10	FABCO EQUIPMENT, INC.	630-09-50101-393-000	8/10 SE PARTS & MATE	613.10
			630-09-50101-393-000	8/10 SE #2644 PARTS	181.17
			630-09-50101-393-000	8/10 SE #2644 PARTS	113.44
			630-09-50101-393-000	8/10 SE PARTS & MATE	38.73
				..... CHECK TOTAL	946.44
98596	9/10	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	6/10-TD TIRE LEASE	4,205.67
			520-09-50106-346-000	7/10-TD TIRE LEASE	3,958.04
				..... CHECK TOTAL	8,163.71

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98597	9/10	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	8/10-MED DIR SERVICE	5,000.00
98598	9/10	CHASE BANK KENOSHA	110-00-21513-000-000	9/10/10 HRLY DEDUCT	17,449.12
			110-00-21511-000-000	9/10/10 HRLY DEDUCT	11,357.94
			110-00-21612-000-000	9/10/10 HRLY DEDUCT	11,357.73
			110-00-21614-000-000	9/10/10 HRLY DEDUCT	2,832.19
			110-00-21514-000-000	9/10/10 HRLY DEDUCT	2,832.08
				..... CHECK TOTAL	45,829.06
98599	9/10	KENOSHA MOVERS	110-01-51801-246-984	MOVE SIMULATORS	450.00
98600	9/10	OFFICEMAX	110-01-51306-311-000	8/10 CT #1569 OFFICE	57.62
98601	9/10	PREISS, IRENE	110-02-52203-165-000	9/10 BENEFITS	410.53
98602	9/10	TUDJAN, EDWARD	110-02-52203-165-000	9/10 BENEFITS	941.50
98603	9/10	ZAK, PAUL	110-02-52203-165-000	9/10 BENEFITS	861.97
98604	9/10	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	9/10/10 D FAFFORD	30.00
98605	9/10	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	9/10/10 B GARRETT	111.94
98606	9/10	HEARTLAND BUSINESS SYSTEMS	110-01-51102-233-000	WIRELESS CONTROLLER	770.00
			110-01-51102-233-000	FIREWALL MODULE LIC.	145.00
			110-01-51102-233-000	ACCESS POINTS	85.00
				..... CHECK TOTAL	1,000.00
98607	9/10	AECOM TECHNICAL SERVICES INC	492-11-50101-589-000	7/10 PARRONE SITE IN	2,222.90
			420-11-50804-219-000	7/10 KENOSHA SITE SL	1,530.88
				..... CHECK TOTAL	3,753.78
98608	9/10	BASSO BUILDERS, INC.	286-06-51603-259-000	#5158810-5504 22 AVE	31,076.00
98609	9/10	CICCHINI ASPHALT LLC	401-11-51001-585-000	EST 2-RESURF PHS II	107,043.76
			420-11-50902-583-000	EST 1-MOB PRKG LOT	67,941.00
			401-11-51001-585-000	EST 1-MOB PRKG LOT	30,354.05
			401-11-51001-585-000	EST 4-RESURF PHS I	22,380.24
			401-11-50902-589-000	EST 1-MOB PRKG LOT	8,616.08
			401-11-51004-586-000	EST 1-MOB PRKG LOT	3,869.86
				..... CHECK TOTAL	240,204.99

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98610	9/10	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	8/10 PARTS & MAINTEN	126.00
98611	9/10	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	8/10 PARTS AND MATER	984.84
98612	9/10	LEE PLUMBING, INC.	521-09-50101-241-000	8/10-AR HVAC, PLUMBI	196.40
98613	9/10	INVESTORS PROPERTY SERVICES	258-06-50480-259-000	#5160350- MUSEITIF	4,164.45
			258-06-50481-259-000	#5158778 - RUSECKI	2,142.00
				..... CHECK TOTAL	6,306.45
98614	9/10	MILL COATINGS, INC	420-11-51008-589-000	EST 1-OVERPASS PAINT	53,278.75
98615	9/10	WISCONSIN ALLIANCE	110-01-51301-263-000	MAYOR/RACINE MTG	35.00
98616	9/10	SHAWNS TOOLS INC.	520-09-50201-361-000	TORQUE WRENCH	459.95
98617	9/10	FRONTIER	110-02-52203-225-000	8/22-9/22/10 FIRE	41.51
98618	9/10	HUMANA INSURANCE CO	611-09-50101-155-517	09/10 PREMIUM	73,616.76
			611-09-50101-155-518	09/10 PREMIUM	30,609.46
			611-09-50101-155-519	09/10 PREMIUM	7,840.35
			611-09-50101-155-525	09/10 PREMIUM	3,676.25
				..... CHECK TOTAL	115,742.82
98619	9/10	KRW TITLE SERVICE, INC	758-09-50110-259-850	5810 19 AVE-ACQ	59,030.00
98620	9/10	SCHMIDT IMPLEMENT CO. INC.	501-09-50105-344-000	8/10-SW SERVICE/PART	315.00
			501-09-50105-344-000	8/10-SW SERVICE/PART	306.00
				..... CHECK TOTAL	621.00
98621	9/10	PALMEN MOTORS	630-09-50101-393-000	WORK MAYOR'S VAN	100.00
98622	9/10	MALSACK, J	110-09-56501-259-570	8/10 7022 44 AV-DBRS	665.00
98623	9/10	REMY BATTERY CO., INC.	630-09-50101-393-000	8/10-CE BATTERIES	105.18
98624	9/10	JENSEN TOWING	110-02-52103-219-000	8/10-#10-113643 TOWI	45.00
			110-02-52103-219-000	8/10-#10-120116 TOWI	45.00
			110-02-52103-219-000	8/10-TOW SQUAD#2978	15.00
				..... CHECK TOTAL	105.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98625	9/10	ALTEC INDUSTRIES, INC.	630-09-50101-393-000	8/10 SE PARTS/SERVIC	155.80
			630-09-50101-393-000	8/10 CREDIT PARTS/SE	14.91CR
			630-09-50101-393-000	8/10 CREDIT PARTS/SE	128.13CR
				..... CHECK TOTAL	12.76
98626	9/10	WIS DEPT OF REVENUE	761-00-21512-000-000	8/10 KCM DEDUCTS	265.00
98627	9/10	MARTIN PETERSEN COMPANY,INC.	520-09-50202-246-000	#3 P.M. PROGRAM	1,236.00
			520-09-50401-246-000	#3 PM PROGRAM	292.00
				..... CHECK TOTAL	1,528.00
98628	9/10	KENOSHA COUNTY TREASURER	110-00-21109-000-000	09 RE TAX-5712 80 PL	1,732.99
98629	9/10	JP MORGAN CHASE BANK	761-00-21513-000-000	8/10 KCM DEDUCTS	472.00
			761-00-21511-000-000	8/10 KCM DEDUCTS	326.64
			761-09-50101-152-000	8/10 KCM DEDUCTS	326.63
			761-09-50101-158-000	8/10 KCM DEDUCTS	76.40
			761-00-21514-000-000	8/10 KCM DEDUCTS	76.38
				..... CHECK TOTAL	1,278.05
98630	9/10	UW MADISON	631-09-50101-264-000	D WHITEFOOT 9/13/10	60.00
98631	9/10	MENARDS (KENOSHA)	110-05-55102-244-000	8/10-PA FIELD PAINT	286.80
			110-05-55102-357-000	8/10-PA MERCHANDISE	258.53
			110-01-51801-246-984	8/10-FD REMODEL MERC	222.14
			110-01-51801-246-984	8/10-FD REMODEL MERC	150.33
			110-01-51801-246-984	8/10-FD REMODEL MERC	101.59
			110-01-51801-246-984	8/10-FD REMODEL MERC	98.97
			110-05-55109-389-000	8/10-PA MERCHANDISE	92.12
			521-09-50101-382-000	8/10-AR MERCHANDISE	55.44
			110-03-53103-389-000	8/10-ST MERCHANDISE	35.42
			110-05-55109-389-000	8/10-PA MERCHANDISE	32.94
			110-05-55109-244-000	8/10-PA MERCHANDISE	30.35
			110-05-55109-357-000	8/10-PA MERCHANDISE	28.52
			110-01-51801-246-984	8/10-FD REMODEL MERC	27.92
			110-05-55109-244-000	8/10-PA MERCHANDISE	23.28
			110-05-55109-244-000	8/10-PA MERCHANDISE	22.12
			110-03-53103-389-000	8/10-ST MERCHANDISE	19.98
			520-09-50401-246-000	8/10-TD MERCHANDISE	12.52
			501-09-50106-361-000	8/10-PW MERCHANDISE	8.34
			630-09-50101-393-000	8/10-CE MERCHANDISE	6.32
				..... CHECK TOTAL	1,513.63

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98632	9/10	PAYNE & DOLAN	409-11-51004-589-000	EST 4-39TH AVENUE PR	399,703.22
			409-11-51010-589-000	EST 3-27TH ST. PROJ.	218,064.20
			403-11-51111-588-000	EST 4-39TH AVE S.W.	35,689.54
				..... CHECK TOTAL	653,456.96
98633	9/10	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	8/10 FLT #3097 MOTOR	294.55
			110-02-52103-344-000	8/10 #3096 MOTORCYCL	274.55
			110-02-52103-344-000	7/10 FLT #3050 MOTOR	274.55
			110-02-52103-344-000	7/10 #3095 MOTORCYCL	274.55
				..... CHECK TOTAL	1,118.20
98634	9/10	TOTAL CYCLERY	110-02-52103-367-000	8/10-DUTY GEAR	261.66
			110-02-52103-344-000	7/10-UNIT#249 BICYCL	42.48
				..... CHECK TOTAL	304.14
98635	9/10	MARQUE & MCCOY MILLER	206-02-52205-344-000	8/10-FD PARTS/MATERI	112.27
98636	9/10	WIS SCTF	110-00-21581-000-000	9/10/10 HRLY DEDUCT	1,536.69
98637	9/10	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/10/10 J PETRILLO	139.82
98638	9/10	TIME WARNER CABLE	520-09-50301-233-000	9/10-TRANSIT-ROADRUN	139.95
			110-01-51102-233-000	9/10-AIRPORT-ROADRUN	139.95
			524-05-50101-219-000	9/10-GO MONTHLY CABL	17.58
				..... CHECK TOTAL	297.48
98639	9/10	WAAO	110-01-50901-323-000	4 MEMBERSHIP RENEWS	200.00
98640	9/10	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	7/10 CONSUMABLE SUPP	137.50
98641	9/10	PROCESSWORKS INC.	110-00-21578-000-000	9/07/10 CHECK REG	5,222.18
98642	9/10	RIMKUS, JASON	761-09-50101-111-000	9/01-15/10 SERVICES	1,787.18
			761-00-21514-000-000	9/01-15/10 SERVICES	25.91CR
			761-00-21599-000-000	9/01-15/10 SERVICES	89.35CR
			761-00-21512-000-000	9/01-15/10 SERVICES	98.70CR
			761-00-21511-000-000	9/01-15/10 SERVICES	110.81CR
			761-00-21513-000-000	9/01-15/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.41

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98643	9/10	PIRO, RALPH	761-09-50101-111-000	9/01-15/10 SERVICES	846.96
			761-00-21514-000-000	9/01-15/10 SERVICES	12.28CR
			761-00-21512-000-000	9/01-15/10 SERVICES	33.80CR
			761-00-21513-000-000	9/01-15/10 SERVICES	49.00CR
			761-00-21599-000-000	9/01-15/10 SERVICES	50.00CR
			761-00-21511-000-000	9/01-15/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
98644	9/10	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	8/10-TD COACH PARTS	139.32
			520-09-50201-347-000	8/10-TD COACH PARTS	102.00
				..... CHECK TOTAL	241.32
98645	9/10	AFLAC	110-00-21535-000-000	08/10 SAL DEDUCTS	2,020.46
			110-00-21535-000-000	8/13-9/03 HRLY DED	868.16
			110-00-21536-000-000	08/10 SAL DEDUCTS	361.00
			110-00-21536-000-000	8/13-9/03 HRLY DED	306.96
				..... CHECK TOTAL	3,556.58
98646	9/10	RED THE UNIFORM TAILOR	110-02-52206-367-000	8/10 FD UNIFORMS	212.85
			110-02-52206-367-000	8/10 FD UNIFORMS	212.85
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	6/10 FD UNIFORMS	141.90
			110-02-52103-367-000	8/10 POLICE UNIFORMS	121.70
			110-02-52206-367-000	8/10 FD UNIFORMS	67.50
			110-02-52206-367-000	7/10 FD UNIFORMS	43.95
			110-02-52206-367-000	8/10 FD UNIFORMS	21.90
				..... CHECK TOTAL	1,674.05
98647	9/10	SPECTERA, INC.	110-00-21534-000-000	09/10 DEDUCTIONS	1,142.80
98648	9/10	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/25/09 N MIELOSZYK	252.45
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	96.05
			110-09-56405-161-000	8/25/09 N MIELOSZYK	88.40
			110-09-56405-161-000	8/25/09 N MIELOSZYK	88.40
				..... CHECK TOTAL	525.30

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98649	9/10	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/8/10 P BRIETCHAFT	374.85
			110-09-56405-161-000	7/22/10 R DAVISON JR	335.75
				..... CHECK TOTAL	710.60
98650	9/10	AURORA HEALTH CARE	110-09-56405-161-000	7/21/10 T WARDEN	580.80
			110-09-56405-161-000	7/14/10 N BELDING	205.92
			110-09-56405-161-000	8/2/10 L RAZAA	188.32
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	188.32
				..... CHECK TOTAL	1,163.36
98651	9/10	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	7/26/10 E YUNK	154.94
98652	9/10	CARDIOTHORACIC SURG GROUP SC	110-09-56405-161-000	12/15/09 J PETRILLO	3,600.50
98653	9/10	LGIP MUSEUM	110-00-21805-000-000	9/01/10 WIRE TRANS	144,000.00
98654	9/10	COUNTRY INN & SUITES	110-02-52107-263-000	7/01 GLOCK COURSE	69.00
98655	9/10	KOHN LAW FIRM S.C.	110-00-21581-000-000	9/10/10 D LARSON	141.97
98656	9/10	LAUNDERVILLE, CARISSA	110-00-21109-000-000	COURT PYMT V417234	5.20
98657	9/10	SWANICK, CHRIS	110-00-21109-000-000	COURT PYMT J802357	9.00
98658	9/10	ENGEN, MITCH	110-02-52601-226-000	7/10 CELLPHONE	14.68
98659	9/10	KREWSON, SHARON	110-01-51701-261-000	6/10-8/10 -249 MILES	124.50
98660	9/10	FLANNERY, NEIL	110-01-51303-144-000	TUITION SUMMER 2010	360.00
98661	9/10	SCHROEDER, RICHARD P.	110-01-51701-261-000	4-8/10 181 MILES	90.50
98662	9/10	HANEY, PENNEY	222-09-50101-259-000	LUNCH-FOLKFEST VOLUN	65.28
98663	9/10	STRUPP, WILLIAM	520-09-50101-367-000	2010 UNIFORM ALLOW	117.72
98664	9/10	ALFREDSON, DAVID G.	110-02-52107-263-000	8/25-27/10 GREEN BAY	34.00
98665	9/10	VIETH, THOMAS	110-02-52107-263-000	9/1-2/10 CHICAGO	196.95

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98666	9/10	DESCHLER, STEVEN H.	110-02-52107-263-000	8/25-27/10 GREEN BAY	34.00
98667	9/10	STRELOW, MATTHEW E.	110-02-52107-263-000	8/25-27/10 GREEN BAY	34.00
98668	9/10	WASHINGTON, AL	110-01-50901-261-000	8/10 - 283 MILES	141.50
98669	9/10	CRUEY, EDWARD	110-01-50901-261-000	8/10 - 350 MILES	175.00
98670	9/10	LACHMAN, MICHELE	520-09-50101-367-000	2010 UNIFORM ALLOW	88.62
98671	9/15	VIKING ELECTRIC SUPPLY	501-09-50105-344-000	8/10-ST ELECTRICAL M	192.78
98672	9/15	HWY C SERVICE	110-03-53103-344-000	8/10-ST SERVICE/PART	247.60
			110-03-53103-344-000	8/10-ST SERVICE/PART	213.40
				..... CHECK TOTAL	461.00
98673	9/15	INTERSTATE ELECTRIC SUPPLY	417-11-50701-589-000	8/10-PW ELECTRICAL S	3,870.00
			417-11-50701-589-000	8/10-PW ELECTRICAL S	1,935.00
			417-11-50701-589-000	8/10-PW ELECTRICAL S	1,526.28
			417-11-50701-589-000	8/10-PW ELECTRICAL S	1,082.35
			417-11-50701-589-000	8/10-PW ELECTRICAL S	754.18
			417-11-50701-589-000	8/10-PW ELECTRICAL S	80.70
			417-11-50701-589-000	8/10-PW CREDIT	65.28CR
				..... CHECK TOTAL	9,183.23
98674	9/15	KINDY OPTICAL	110-01-51303-164-000	8/10-SAFETY GLASSES	219.90
98675	9/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/15/10 CITY SAL	48,414.02
			110-00-21562-000-000	9/15/10 LIBRARY SAL	8,177.50
			110-00-21562-000-000	9/15/10 WATER SAL	7,477.50
				..... CHECK TOTAL	64,069.02
98676	9/15	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	8/10 PRISONER MAINT	2,080.00
98677	9/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	9/15/10 CITY SAL	1,550.43
			110-00-21541-000-000	9/15/10 LIBRARY SAL	332.00
			110-00-21541-000-000	9/15/10 WATER SAL	63.83
				..... CHECK TOTAL	1,946.26
98678	9/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	9/15/10 CITY SAL	95,733.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98679	9/15	KENOSHA UNIFIED SCHOOL	110-09-56402-219-000	J GAAL DOL 10/21/07	128.00
98680	9/15	SHERWIN WILLIAMS CO.	110-03-53103-389-000	8/10-ST PAINT/SUPPLI	113.77
			110-01-51801-246-984	8/10-FD REMODEL PAIN	86.23
				..... CHECK TOTAL	200.00
98681	9/15	AMERICAN PLANNING ASSOC	110-02-52601-322-000	J. SCHULTZ RENEWAL	75.00
98682	9/15	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	7/10-CE TIRES/TUBES	1,336.51
98683	9/15	ROYALE HOUSE, INC.	724-00-21933-000-000	BRICK R. JONES	19.00
98684	9/15	SHOPKO DEPT. STORE	110-02-52203-382-000	8/10 FD #5 MERCHANDI	86.68
98685	9/15	VULCAN MATERIALS COMPANY	403-11-51002-588-000	AGGREGATE MATERIALS	11,932.39
98686	9/15	STATE OF WISCONSIN	110-00-21901-999-000	07/10 COURT COSTS	18,268.34
			110-00-21911-999-000	07/10 COURT COSTS	12,758.27
			110-00-45104-999-000	07/10 COURT COSTS	9,304.29
				..... CHECK TOTAL	40,330.90
98687	9/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	9/15/10 H TOLBERT	212.31
98688	9/15	FEDERAL RESERVE BANK OF	110-00-21561-000-000	9/10 SAVINGS BONDS	300.00
98689	9/15	WE ENERGIES	110-03-53109-221-000	INSTALL 11796 71 ST	3,392.00
98690	9/15	REINDERS INC.	630-09-50101-393-000	7/10 PARTS/RETURNED	2,368.28
			630-09-50101-393-000	07/10 PARTS/RETURNED	1,875.49
			630-09-50101-393-000	8/10 #2221 PARTS	260.65
			630-09-50101-393-000	8/10 #2174 PARTS	109.57
			630-09-50101-393-000	8/10 #3057 PARTS	84.68
			630-09-50101-393-000	8/10 #2793 PARTS	33.67
			630-09-50101-393-000	07/10 RETURNED PARTS	4,219.50CR
				..... CHECK TOTAL	512.84
98691	9/15	WIS FUEL & HEATING INC	630-09-50101-391-000	8/10 UNLEADED GASOLI	19,253.06
98692	9/15	KENOSHA WATER UTILITY	110-00-21913-000-000	08/10 TEMP PERMITS	37,051.08
			110-00-21914-000-000	08/10 BILL COLLECTN	13,296.52
				..... CHECK TOTAL	50,347.60

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98693	9/15	CLIFTON GUNDERSON LLP	110-01-50701-211-000	#6 YE 12/31/09	3,000.00
			110-01-50701-211-000	#7 YE 12/31/09	500.00
				..... CHECK TOTAL	3,500.00
98694	9/15	CHASE BANK KENOSHA	110-00-21513-000-000	9/15/10 SAL DEDUCTS	187,592.82
			110-00-21511-000-000	9/15/10 SAL DEDUCTS	68,298.63
			110-00-21612-000-000	9/15/10 SAL DEDUCTS	68,298.61
			110-00-21614-000-000	9/15/10 SAL DEDUCTS	20,670.32
			110-00-21514-000-000	9/15/10 SAL DEDUCTS	20,670.31
				..... CHECK TOTAL	365,530.69
98695	9/15	AT&T	110-01-51801-225-000	8/28-9/27 653-7213	648.79
			110-02-52108-225-000	9/04-10/03 656-1234	190.97
			110-01-51801-227-000	8/28-9/27 653-8297	114.23
			110-05-55111-225-000	8/28-9/27 942-3781	38.97
			521-09-50101-225-000	9/04-10/03 656-1586	32.52
			110-01-51801-225-000	9/01-9/30 605-9294	32.52
			110-01-51801-225-000	8/28-9/27 942-8834	32.52
				..... CHECK TOTAL	1,090.52
98696	9/15	WIS DEPT OF JUSTICE	110-01-51303-219-000	08/10 SERVICES	49.00
98697	9/15	DWD-UI	110-09-56308-157-000	08/10 UNEMPLOYMENT	5,146.81
			520-09-50101-157-000	08/10 UNEMPLOYMENT	3,642.39
			110-09-56308-157-000	08/10 UNEMPLOYMENT	632.40
			110-09-56308-157-000	08/10 UNEMPLOYMENT	78.50CR
				..... CHECK TOTAL	9,343.10
98698	9/15	OFFICEMAX	521-09-50101-311-000	8/10 AR #1590 OFFICE	262.52
			110-02-52103-311-000	8/10 PD #1591 OFFICE	114.08
			110-01-51901-311-000	8/10 CT #1587 OFFICE	97.74
			110-01-51301-311-000	8/10 AD #1586 OFFICE	67.32
			110-05-55109-311-000	8/10 PA #1589 OFFICE	57.77
			110-01-51306-311-000	8/10 CT #1584 OFFICE	57.62
			110-01-51901-311-000	8/10 CT #1588 OFFICE	54.30
			110-01-51901-311-000	8/10 CT #1587 OFFICE	32.58
			110-01-51901-311-000	8/10 CT #1587 OFFICE	32.58
			521-09-50101-311-000	8/10 AR #1590 RETURN	18.17CR
				..... CHECK TOTAL	758.34

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98699	9/15	REGISTRATION FEE TRUST	110-09-56519-909-000	REPL PLATE FLT 2396	2.00
98700	9/15	BANE-NELSON, INC.	110-01-51802-246-000	DOORWAY KITS	1,666.58
98701	9/15	HOLLAND SUPPLY, INC.	110-05-55109-246-000	7/10-PA HYDRAULIC FI	40.20
			630-09-50101-393-000	8/10-CE#2625 HYDRAUL	23.25
				..... CHECK TOTAL	63.45
98702	9/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	9/15/10 SAL DEDUCT	739.00
98703	9/15	GENUINE HVAC L.L.C.	110-03-53116-241-000	PUMP REPAIR-WA	484.00
98704	9/15	EMS MEDICAL BILLING ASSOC.	110-00-46209-999-000	07/10 SERVICES	423.19
			110-09-56402-219-000	GAAL DOL 10/21/07	19.05
				..... CHECK TOTAL	442.24
98705	9/15	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	8/10-REPAIR GOLF CAR	108.10
98706	9/15	M B PROMOTIONS	110-02-52110-311-000	MINI FOOTBALLS	1,740.00
			110-02-52110-311-000	WHISTLES	1,109.55
			110-02-52110-311-000	NOTE PADS	720.14
				..... CHECK TOTAL	3,569.69
98707	9/15	FLORIDA MICRO	110-01-51801-246-984	SWITCH	489.17
			110-01-51801-246-984	PATCH CABLES - GRAY	119.00
			110-01-51801-246-984	PATCH PANEL CAT6	100.28
			110-01-51801-246-984	PATCH CABLES - BLACK	51.00
			110-01-51801-246-984	CABLES TO GO	18.02
				..... CHECK TOTAL	777.47
98708	9/15	LEONARD INC., A. M.	110-05-55103-361-000	TOOLS	344.80
			110-05-55103-361-000	TOOLS	97.92
				..... CHECK TOTAL	442.72
98709	9/15	CICCHINI ASPHALT LLC	413-11-50906-585-000	FINAL-DWNTWN PARKING	4,120.72
98710	9/15	LIVING WELL HEALTH SOLUTIONS	611-09-50101-155-000	08/10 SERVICES	10,025.59
98711	9/15	MISDU	110-00-21581-000-000	9/15/10 J JANDRON	34.55

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98712	9/15	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000	9/10 PD-SERVICE AGRE	181.44
			110-02-52103-232-000	9/10 PD-SERVICE AGRE	108.00
			520-09-50301-232-000	9/10 TD-OVERAGES	76.02
			110-02-52601-232-000	9/10 DH-MAINT AGRMNT	74.52
			110-01-51303-232-000	9/10 HR-SERVICE AGRE	66.96
			110-01-51301-232-000	9/10 AD-SERVICE AGRE	66.96
			521-09-50101-232-000	9/10 AR-SERVICE AGRE	37.80
			520-09-50301-232-000	9/10 TD-SERVICE AGRE	34.67
			110-01-52001-232-000	9/10 MC-COPIER MAINT	33.48
			110-01-50301-232-000	9/10 LE-COPIER MAINT	33.48
			110-02-52101-232-000	8/10 PD-OVERAGES	26.44
			501-09-50105-232-000	9/10 ST-COPIER SERVI	13.50
			110-03-53103-232-000	9/10 ST-COPIER SERVI	13.50
			110-03-53103-232-000	8/10 ST-OVERAGES	1.59
			501-09-50105-232-000	8/10 ST-OVERAGES	1.58
				..... CHECK TOTAL	769.94
98713	9/15	LEE PLUMBING, INC.	110-05-55109-249-000	8/10-SIMMONS PUMP	236.00
			110-02-52203-246-000	8/10-FD#4 PLUMBING	202.00
				..... CHECK TOTAL	438.00
98714	9/15	CODEWEAVERS	110-01-51102-539-000	LINUX PROF. LICENSES	1,050.00
98715	9/15	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	8/10 PAPER SHRED	35.00
98716	9/15	MALSACK, J	110-09-56501-259-570	8/10 6033 92 AV-GRS	250.00
			110-09-56501-259-570	9/10 6118 54 AV-GRS	242.25
			110-09-56501-259-570	8/10 2512 73 ST-GRS	230.00
			110-09-56501-259-570	8/10 1539 16 AV-GRS	230.00
			110-09-56501-259-570	8/10 5150 60 ST-GRS	175.00
			110-09-56501-259-570	8/10 6022 11 AV-GRS	155.00
			110-09-56501-259-570	8/10 4307 30 AV-GRS	155.00
			110-09-56501-259-570	8/10 2018 45 ST-GRS	155.00
			110-09-56501-259-570	8/10 3605 16 AV-GRS	155.00
			110-09-56501-259-570	8/10 2114 52 ST-GRS	155.00
			110-09-56501-259-570	8/10 7823 31 AV-GRS	144.50
			110-09-56501-259-570	8/10 1511 74 ST-GRS	135.00
			110-09-56501-259-570	8/10 3705 52 ST-GRS	125.00
			110-09-56501-259-570	8/10 4604 50 ST-GRS	120.00
			110-09-56501-259-570	8/10 4027 14 AV-GRS	115.00
			110-09-56501-259-570	8/10 7603 33 AV-GRS	100.00
			110-09-56501-259-570	8/10 6309 12 AV-GRS	99.90
			110-09-56501-259-570	8/10 2502 54 ST-GRS	80.00
			110-09-56501-259-570	8/10 4924 SHER-GRAS	80.00
			110-09-56501-259-570	8/10 2908 RSVLT-GRS	75.00
			110-09-56501-259-570	8/10 2109 62 ST-GRS	61.25
			110-09-56501-259-570	8/10 2804 24 AV-GRS	55.00
			110-09-56501-259-570	8/10 7713 7 AV-GRAS	55.00
			110-09-56501-259-570	8/10 6315 13 AV-GRS	52.75

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	8/10 7818 SHER-GRAS	52.50
			110-09-56501-259-570	8/10 2019 62 ST-GRS	48.55
			110-09-56501-259-570	8/10 2029 62 ST-GRS	47.20
			110-09-56501-259-570	8/10 2009 62 ST-GRS	27.50
				..... CHECK TOTAL	3,376.40
98717	9/15	KAR PRODUCTS	520-09-50201-347-000	8/10-TD SUPPLIES/REP	218.45
98718	9/15	KIEFT BROTHERS INC.	501-09-50105-359-000	8/10-STORM SEWER PIP	2,672.00
98719	9/15	T & A INDUSTRIAL,LTD.	630-09-50101-393-000	8/10 MAINT/SAFETY PR	733.65
			205-03-53118-367-000	SCREEN PRINT	648.00
			110-03-53116-367-000	T-SHIRT-SHORT SLEEVE	629.75
			205-03-53118-367-000	J23122 RAIN JACKET	477.12
			205-03-53118-367-000	T-SHORT-SHORT SLEEVE	400.75
			205-03-53118-367-000	T-SHIRT-SHORT SLEEVE	286.25
			110-03-53116-367-000	T-SHIRT-SHORT SLEEVE	286.25
			205-03-53118-367-000	J23122 RAIN JACKET	178.92
			110-03-53116-367-000	T-SHIRT-SHORT SLEEVE	171.75
			110-03-53116-367-000	T-SHIRT-SHORT SLEEVE	171.75
			205-03-53118-367-000	T-SHIRT-SHORT SLEEVE	114.50
			205-03-53118-367-000	T-SHIRT-SHORT SLEEVE	114.50
			110-03-53103-389-000	8/10 ST MISC SUPPLIE	69.27
			205-03-53118-367-000	J23122 RAIN JACKET	63.84
			205-03-53118-367-000	J23122 RAIN JACKET	63.84
			205-03-53118-367-000	SET UP	50.00
				..... CHECK TOTAL	4,460.14
98720	9/15	ZEP MANUFACTURING CO.	630-09-50101-393-000	8/10-SE SUPPLIES	446.40
			520-09-50201-387-000	8/10-TD CLEANER	158.65
				..... CHECK TOTAL	605.05
98721	9/15	KENOSHA COUNTY TREASURER	110-00-12103-000-000	2009 TAX-1712 87 ST	912.34
			110-00-12103-000-000	2009 TAX-1521 87 PL	691.89
				..... CHECK TOTAL	1,604.23
98722	9/15	DUECO, INC	630-09-50101-393-000	8/10 SE #2061 PARTS	121.75
98723	9/15	MCI SERVICE PARTS INC.	520-09-50201-347-000	8/10-GMC COACH PARTS	576.32

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98724	9/15	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	8/10-BUS PARTS	887.42
98725	9/15	HUCKSTORF DIESEL INC.	630-09-50101-393-000	8/10-SE#2410 PARTS/M	930.49
98726	9/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	9/15/10 B MIFFLIN	419.00
			110-00-21581-000-000	9/15/10 P CHASE	300.00
			110-00-21581-000-000	9/15/10 H DARBY III	283.00
				..... CHECK TOTAL	1,002.00
98727	9/15	HANSMANN PRINTING	110-02-52110-311-000	MUGS	806.12
			110-01-52001-311-000	8/10 MC-#10 WDS EPS	350.45
			110-01-51301-311-000	8/10 AD-MAYOR BC'S	96.00
			501-09-50101-311-000	8/10 PW-RECEIPT PPR	85.00
			110-02-52601-311-000	8/10 DH-BUS CARDS	74.00
			501-09-50101-311-000	8/10 BILLINGSLEY BC	68.00
			110-03-53101-311-000	8/10 PW-JACKSON BC'S	56.00
				..... CHECK TOTAL	1,535.57
98728	9/15	MENARDS (KENOSHA)	501-09-50105-344-000	8/10-ST MERCHANDISE	68.45
			110-02-52203-382-000	8/10-FD MERCHANDISE	46.82
			206-02-52205-382-000	8/10-FD MERCHANDISE	31.29
			110-03-53109-375-000	8/10-ST MERCHANDISE	14.91
				..... CHECK TOTAL	161.47
98729	9/15	ARMANDO'S COLLISION CNTR,INC	110-02-52103-344-000	ADD LABOR SQD 2902	104.00
98730	9/15	SUTPHEN CORPORATION	110-02-52203-344-000	8/10 PARTS/SERVICE	74.88
98731	9/15	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	8/10 FD #3 EXTINGUIS	68.70
98732	9/15	PLATINUM SYSTEMS	422-11-51001-579-000	STORAGE ARRAY	12,051.59
			422-11-51001-579-000	SERVER & ACCESSORIES	6,093.78
			422-11-51001-579-000	SERVER SOFTWARE	2,190.82
			110-02-52102-365-000	CAMCORDER	559.98
			110-02-52102-365-000	TRIPOD	49.98
			110-02-52102-365-000	POWER ADAPTER	49.98
			422-11-51001-579-000	CONNECTION	25.00
				..... CHECK TOTAL	21,021.13
98733	9/15	WIS SCTF	110-00-21581-000-000	9/15/10 SAL DEDUCT	7,343.70

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98734	9/15	BJS SYSTEMS INC	632-09-50101-235-000	CRANE INSPECTION	498.00
			632-09-50101-235-000	REPAIR TRANSMITTER	360.24
				..... CHECK TOTAL	858.24
98735	9/15	NATIONAL NEIGHBORHOOD WATCH	110-02-52110-311-000	HANDBOOK	1,450.00
			110-02-52110-311-000	WINDOW WARNING DECAL	720.00
			110-02-52110-311-000	SCHOOL WATCH DECALS	48.00
				..... CHECK TOTAL	2,218.00
98736	9/15	MOTION INDUSTRIES	630-09-50101-393-000	8/10-SE#1124 MERCHAN	15.44
98737	9/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/15/10 M RIVERA	278.00
98738	9/15	KENOSHA COUNTY TREASURER	110-00-21910-999-000	07/10 FEES COLLECTED	9,965.86
			110-00-21901-999-000	07/10 FEES COLLECTED	2,648.71
				..... CHECK TOTAL	12,614.57
98739	9/15	RADISSON HOTEL	110-05-55111-263-000	M DURKEE-11/2-5/10	197.00
			110-05-55101-263-000	M DURKEE-11/2-5/10	100.00
				..... CHECK TOTAL	297.00
98740	9/15	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000	7/10-FD UPS SERVICES	56.04
			520-09-50106-311-000	7/10-TD UPS SERVICES	18.44
			632-09-50101-311-000	7/10-SE UPS SERVICES	7.35
				..... CHECK TOTAL	81.83
98741	9/15	SAFETY-KLEEN INC	520-09-50201-387-000	8/10-TD 16105 SOLVEN	137.76
98742	9/15	GILLIG CORPORATION	520-09-50201-347-000	8/10-TD BUS PARTS	356.16
			520-09-50201-347-000	8/10-TD BUS PARTS	226.70
			520-09-50201-347-000	8/10-TD BUS PARTS	218.32
			520-09-50201-347-000	8/10-TD BUS PARTS	196.72
			520-09-50201-347-000	8/10-TD BUS PARTS	172.30
			520-09-50201-347-000	8/10-TD BUS PARTS	36.64
				..... CHECK TOTAL	1,206.84
98743	9/15	RIMKUS, JASON	761-09-50101-111-000	05-8/10 PERFORM AWD	500.00
			761-00-21514-000-000	05-8/10 PERFORM AWD	7.25CR
			761-00-21513-000-000	05-8/10 PERFORM AWD	11.00CR
			761-00-21512-000-000	05-8/10 PERFORM AWD	15.20CR
			761-00-21511-000-000	05-8/10 PERFORM AWD	31.00CR
				..... CHECK TOTAL	435.55

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98744	9/15	PIRO, RALPH	761-09-50101-111-000	05-8/10 PERFORM AWD	250.00
			761-00-21512-000-000	05-8/10 PERFORM AWD	3.30CR
			761-00-21514-000-000	05-8/10 PERFORM AWD	3.63CR
			761-00-21511-000-000	05-8/10 PERFORM AWD	15.50CR
				..... CHECK TOTAL	227.57
98745	9/15	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	8/10 TRANSIT COACH P	1,605.18
98746	9/15	THOMAS ASSOCIATES INTERNAT'L	267-06-51609-259-000	#5160342 SOIL BEARIN	300.00
98747	9/15	RED THE UNIFORM TAILOR	110-02-52206-367-000	8/10 FD UNIFORMS	506.00
			110-02-52206-367-000	8/10 FD UNIFORMS	460.00
			110-02-52103-367-000	8/10 POLICE UNIFORMS	336.80
			110-02-52103-367-000	8/10 POLICE UNIFORMS	295.70
			110-02-52206-367-000	8/10 FD UNIFORMS	284.75
			110-02-52206-367-000	8/10 FD UNIFORMS	250.25
			110-02-52206-367-000	8/10 FD UNIFORMS	199.35
			110-02-52206-367-000	8/10 FD UNIFORMS	141.90
			110-02-52206-367-000	7/10 FD UNIFORMS	114.90
			110-02-52206-367-000	8/10 FD UNIFORMS	95.20
			110-02-52206-367-000	8/10 FD UNIFORMS	66.00
			110-02-52206-367-000	8/10 FD UNIFORMS	64.50
			110-02-52103-367-000	8/10 POLICE UNIFORMS	44.95
			110-02-52103-367-000	7/10 POLICE UNIFORMS	30.95
			110-02-52103-367-000	8/10 POLICE UNIFORMS	9.95
				..... CHECK TOTAL	2,901.20
98748	9/15	J D BENEFITS, INC	110-00-21517-000-000	9/1-15/10 DEDUCTS	2,162.17
98749	9/15	AURORA MEDICAL GROUP	110-01-51303-216-000	6/30-8/18 SCREENS	844.00
			520-09-50101-216-000	6/30-8/18 SCREENS	340.00
				..... CHECK TOTAL	1,184.00
98750	9/15	THOMPSON, JUNITH M, MD	110-09-56402-219-000	GAAL DOL 10/21/07	30.00
98751	9/15	RUFFOLO, MICHAEL	110-00-21581-000-000	9/15/10 H TOLBERT	212.27
98752	9/15	COVELLI, STEPHANIE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
98753	9/15	O'CONNOR, JEFF	110-00-21905-000-000	PICNIC TABLE RENTAL	50.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98754	9/15	SALINAS-MARTINEZ, ALICIA	110-00-21905-000-000	BEACH HOUSE-9/5/10	300.00
98755	9/15	NOWAK, JANIE	110-00-47118-000-000	ALFORD#1 CANCELLATIO	125.00
98756	9/15	ENGEN, MITCH	110-02-52601-261-000	08/10 190 MILES	95.00
98757	9/15	GELICHE, TONY	110-01-51701-261-000	8/17-18/10 MILWAUKEE	37.00
			110-01-51701-263-000	8/17-18/10 MILWAUKEE	11.00
				..... CHECK TOTAL	48.00
98758	9/15	TORCIVIA, NICK	110-02-52601-261-000	08/10 498 MILES	249.00
98759	9/15	BLISE, PAULA	110-02-52601-261-000	8/10-622 MILES	311.00
98760	9/15	MORRISSEY, JOHN W.	110-02-52107-261-000	REPLENISH I-PASS	160.00
98761	9/15	SWARTZ, MARTHA E.	110-02-52601-261-000	08/10 375 MILES	187.50
98762	9/15	HILLESLAND, RICHARD	110-02-52601-261-000	08/10 630 MILES	315.00
98763	9/15	MIKOLAS, KEVIN	110-02-52601-261-000	08/10 549 MILES	274.50
98764	9/15	BURSEK, RONALD	110-03-53101-261-000	08/10 297 MILES	148.50
			110-03-53101-261-000	06/10 275 MILES	137.50
			110-03-53101-261-000	07/10 178 MILES	89.00
				..... CHECK TOTAL	375.00
98765	9/15	CHIAPPETTA, LOUIS	110-02-52601-261-000	8/10-311 MILES	155.50
98766	9/15	JOHNSON, PHIL	520-09-50301-311-000	HANGING FILE FRAMES	24.77
98767	9/15	DUMKE, JOHN E.	110-02-52601-261-000	8/10-303 MILES	151.50
98768	9/15	SANCHEZ, MARGARITO	110-02-52601-261-000	08/10 337 MILES	168.50
98769	9/15	BANDI, DANIEL	110-02-52103-365-000	SUPPLIES 10-132458	6.10
98770	9/15	DODGE, HAROLD	110-02-52601-261-000	8/10-810 MILES	405.00
98771	9/15	SANTELLI, GUY	110-02-52204-263-000	9/07-09 TRAINING	69.68

GRAND TOTAL FOR PERIOD ********** 3,804,483.56

CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS

Disbursement Record 18

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 09/16/10 through 09/30/10 and have approved the disbursements as follows:

1. Checks numbered from 098772 through 099152 as shown on attached listing consisting of:

a.	Debt Service	-0-
b.	Investments	-0-
c.	All Other Disbursements	3,532,525.56
	SUBTOTAL	3,532,525.56

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,290,054.03

TOTAL DISBURSEMENTS APPROVED 4,822,579.59

David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	Theodore Ruffalo

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 #

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/07/10

Prepared By: MKS

Reviewed By:

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98772	9/17	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	9/17/10 UNION DUES	3,379.84
98773	9/17	ANIXTER WISCONSIN	110-01-51801-246-984	8/10 FD-REMODEL/MVE	225.37
98774	9/17	BINDELLI BROTHERS, INC	110-09-56501-259-569	8/10 2112 62 ST-BRD	297.30
			110-09-56501-259-569	8/10 7320 34 AV-BRD	274.00
			110-09-56501-259-569	8/10 5821 5 AVE-BRD	175.00
			110-09-56501-259-569	8/10 9002 SHER-BRD	172.12
			110-09-56501-259-569	8/10 1539 16 AV-BRD	160.00
				..... CHECK TOTAL	1,078.42
98775	9/17	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	PREVENTATIVE MAINT.	620.00
98776	9/17	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	9/17/10 UNION DUES	1,159.64
98777	9/17	CHESTER ELECTRONICS SUPPLY	110-02-52101-389-000	8/10 PD-PARTS/MATRL	105.96
			630-09-50101-393-000	8/10 SE-PARTS/MATRL	21.00
				..... CHECK TOTAL	126.96
98778	9/17	VIKING ELECTRIC SUPPLY	110-01-51801-246-984	8/10-FD REMODEL ELEC	43.37
98779	9/17	HWY C SERVICE	110-03-53103-344-000	8/10-ST SERVICE/PART	248.84
			501-09-50105-344-000	8/10-SW SERVICE/PART	230.80
			110-03-53113-389-000	8/10-ST SERVICE/PART	223.37
				..... CHECK TOTAL	703.01
98780	9/17	ICMA RETIREMENT TRUST	110-00-21572-000-000	9/1-15/10 CONTRIBS	55,133.92
98781	9/17	WIS DEPT OF REVENUE	110-09-56507-259-999	08/10 SALES TAX	4,282.01
98782	9/17	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/17/10 CITY HRLY	15,716.55
			110-00-21562-000-000	9/17/10 WATER HRLY	4,179.85
			110-00-21562-000-000	9/17/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,081.40
98783	9/17	LABOR PAPER, THE	110-01-50101-321-000	8/10-1ST & 2ND ORDS	48.04
98784	9/17	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	8/13/10 J DECKER	669.59
			110-09-56405-161-000	8/14/10 J KREIN IV	395.21
				..... CHECK TOTAL	1,064.80

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98785	9/17	SHERWIN WILLIAMS CO.	110-01-51801-246-984	8/10-FD REMODEL PAIN	91.20
98786	9/17	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	10/10 PREMIUM	13,577.13
			110-09-56304-156-000	10/10 PREMIUM	6,858.43
			110-00-15601-000-000	10/10 PREMIUM	1,622.53
			110-00-15201-000-000	10/10 PREMIUM	1,206.58
			520-09-50101-156-000	10/10 PREMIUM	679.24
			110-00-15202-000-000	10/10 PREMIUM	410.77
			631-09-50101-156-000	10/10 PREMIUM	277.68
			632-09-50101-156-000	10/10 PREMIUM	195.55
			110-00-14401-000-000	10/10 PREMIUM	126.58
			520-09-50201-156-000	10/10 PREMIUM	83.92
			520-09-50105-156-000	10/10 PREMIUM	78.02
			521-09-50101-156-000	10/10 PREMIUM	74.80
			501-09-50101-156-000	10/10 PREMIUM	28.92
			520-09-50301-156-000	10/10 PREMIUM	27.49
			630-09-50101-156-000	10/10 PREMIUM	23.90
			520-09-50403-156-000	10/10 PREMIUM	15.18
			501-09-50103-156-000	10/10 PREMIUM	4.28
			501-09-50105-156-000	10/10 PREMIUM	3.18
			520-09-50401-156-000	10/10 PREMIUM	2.30
				..... CHECK TOTAL	25,296.48
98787	9/17	BADGER TRUCK CENTER	630-09-50101-393-000	9/10 PARTS/MATERIALS	26.61
98788	9/17	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	8/10-TD TIRE REPAIR	415.47
98789	9/17	SHOPKO DEPT. STORE	520-09-50301-388-000	8/10-TD MERCHANDISE	15.98
98790	9/17	LORENZ TOPSOIL	110-05-55109-353-000	8/10-PA PULVERIZED T	200.00
98791	9/17	KENOSHA WATER UTILITY	521-09-50101-223-000	06-07/10 STORMWATER	20,679.96
			110-05-55109-223-000	06-07/10 STORMWATER	4,064.22
			110-03-53103-223-000	06-07/10 STORMWATER	2,394.96
			205-03-53119-223-000	06-07/10 STORMWATER	1,014.26
			463-11-50801-589-000	06-07/10 STORMWATER	66.60
			401-11-50612-581-000	06-07/10 STORMWATER	39.20
			520-09-50301-223-000	06-07/10 STORMWATER	4.28
				..... CHECK TOTAL	28,263.48
98792	9/17	KENOSHA WATER UTILITY	110-05-55102-224-000	#2 9/01/10 WTR/STRM	2,161.08
			110-05-55109-224-000	#2 9/01/10 WTR/STRM	1,826.63
			110-05-55109-223-000	#2 9/01/10 WTR/STRM	1,474.50
			110-03-53103-224-000	#2 9/01/10 WTR/STRM	1,131.99
			110-01-51801-224-000	#4 9/01/10 WTR/STRM	998.89
			520-09-50301-223-000	#2 9/01/10 WTR/STRM	918.44
			520-09-50301-224-000	#5 9/01/10 WTR/STRM	605.02
			110-02-52203-224-000	#2 9/01/10 WTR/STRM	585.66
			110-03-53116-223-000	#5 9/01/10 WTR/STRM	498.28

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			521-09-50101-224-000	#5 9/01/10 WTR/STRM	446.00
			110-01-51801-223-000	#4 9/01/10 WTR/STRM	338.46
			110-01-51802-223-000	#5 2210 52ND WTR/STM	290.70
			110-02-52203-223-000	#2 9/01/10 WTR/STRM	273.02
			110-03-53103-223-000	#5 9/01/10 WTR/STRM	197.88
			110-05-55103-224-000	#2 9/01/10 WTR/STRM	193.17
			521-09-50101-224-000	#2 9/01/10 WTR/STRM	183.34
			110-05-55109-224-000	#5 9/01/10 WTR/STRM	123.24
			520-09-50301-224-000	#5 9/01/10 WTR/STRM	100.38
			110-02-52203-224-000	#5 9/01/10 WTR/STRM	92.00
			632-09-50101-224-000	#2 9/01/10 WTR/STRM	74.78
			520-09-50301-224-000	#5 9/01/10 WTR/STRM	72.00
			110-03-53116-224-000	#5 9/01/10 WTR/STRM	72.00
			632-09-50101-224-000	#5 9/01/10 WTR/STRM	46.00
			110-05-55102-224-000	#5 9/01/10 WTR/STRM	46.00
			110-05-55109-223-000	#5 9/01/10 WTR/STRM	11.26
			110-03-53103-224-000	#5 9/01/10 WTR/STRM	5.24
			110-01-51802-224-000	#5 2210 52ND WTR/STM	5.24
				..... CHECK TOTAL	12,771.20
98793	9/17	WILLKOMM INC., JERRY	630-09-50101-392-000	8/10-SE DIESEL FUEL	17,745.54
			521-09-50101-341-000	8/10-AR FUEL	237.15
				..... CHECK TOTAL	17,982.69
98794	9/17	WE ENERGIES	110-05-55109-221-000	#35 08/06-09/07	1,418.29
			524-05-50101-221-000	#35 08/05-09/06	1,046.77
			110-03-53109-221-000	#35 08/08-09/07	696.91
			110-03-53109-221-000	#35 08/05-09/06	527.76
			110-03-53109-221-000	#35 08/10-09/09	479.10
			110-03-53109-221-000	#35 08/09-09/09	210.11
			110-05-55109-221-000	#35 08/05-09/06	197.62
			110-05-55109-221-000	#35 08/08-09/07	197.49
			110-03-53109-221-000	#35 08/06-09/07	170.02
			110-03-53109-221-000	#35 08/08-09/08	153.87
			110-05-55102-221-000	#35 08/05-09/06	109.60
			110-05-55102-221-000	#35 08/08-09/07	106.04
			110-05-55109-221-000	#35 08/09-09/08	99.01
			110-05-55109-221-000	#35 08/05-09/03	97.99
			524-05-50101-222-000	#35 08/05-09/06	66.96
			110-05-55109-221-000	#35 08/10-09/09	66.87
			110-03-53109-221-000	#35 08/04-09/02	50.04
			110-05-55109-221-000	#35 07/06-09/02	47.93
			110-05-55108-221-000	#35 08/09-09/08	39.11
			110-05-55109-221-000	#35 08/04-09/02	36.48
			110-05-55111-222-000	#35 07/28-08/26	24.65
			110-03-53109-221-000	#35 08/09-09/08	21.98
			110-05-55109-222-000	#35 08/05-09/06	18.89
			110-01-51802-222-000	#35 08/09-09/08	9.34
			110-05-55108-221-000	#35 08/05-09/06	8.85

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-222-000	#35 08/08-09/07	8.70
			110-05-55108-221-000	#35 08/09-09/08	8.59
			110-05-55109-222-000	#35 08/04-09/02	8.41
				..... CHECK TOTAL	5,927.38
98795	9/17	PAYNE & DOLAN INC.	110-03-53103-355-000	8/10-ASPHALT MATERIA	748.72
98796	9/17	REINDERS INC.	524-05-50101-344-000	8/10-GO#2786 PARTS/S	117.53
			524-05-50101-344-000	8/10-GO#2573 PARTS/S	117.23
			524-05-50101-344-000	8/10-GO#2794 PARTS/S	99.86
			524-05-50101-344-000	8/10-GO#2280 PARTS/S	77.95
			524-05-50101-344-000	8/10-GO#3066 PARTS/S	69.39
			524-05-50101-344-000	8/10-GO#1465 PARTS/S	60.00
				..... CHECK TOTAL	541.96
98797	9/17	WIS FUEL & HEATING INC	501-09-50105-341-000	8/10-ST LUBRICANTS/O	1,163.80
98798	9/17	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	8/10-SWEEPER PARTS/B	1,462.75
98799	9/17	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	8/10 REPAIR FUEL PMP	147.65
98800	9/17	DON'S AUTO PARTS	110-02-52203-344-000	8/10 FD-PARTS/MATRL	129.38
98801	9/17	LARK UNIFORM, INC.	110-02-52103-367-000	8/10-PD#501 UNIFORM	129.90
98802	9/17	CHASE BANK KENOSHA	110-00-21513-000-000	9/17/10 HRLY DEDUCT	22,240.78
			110-00-21511-000-000	9/17/10 HRLY DEDUCT	12,921.64
			110-00-21612-000-000	9/17/10 HRLY DEDUCT	12,921.46
			110-00-21514-000-000	9/17/10 HRLY DEDUCT	3,189.92
			110-00-21614-000-000	9/17/10 HRLY DEDUCT	3,189.79
				..... CHECK TOTAL	54,463.59
98803	9/17	AT&T	110-01-51801-227-000	08/28-09/27/10 MAIN	3,317.63
			110-01-51801-225-000	08/28-09/27/10 MAIN	928.96
			110-00-14401-000-000	08/28-09/27/10 MAIN	342.93
			110-00-15202-000-000	08/28-09/27/10 MAIN	254.66
			520-09-50301-227-000	08/28-09/27/10 MAIN	203.48
			110-05-55109-227-000	08/28-09/27/10 MAIN	168.48
			110-03-53103-227-000	08/28-09/27/10 MAIN	142.56
			521-09-50101-227-000	08/28-09/27/10 MAIN	115.68
			110-03-53103-225-000	08/28-09/27/10 MAIN	81.86
			632-09-50101-227-000	08/28-09/27/10 MAIN	77.76
			520-09-50401-227-000	08/28-09/27/10 MAIN	64.80
			501-09-50101-227-000	08/28-09/27/10 MAIN	64.80
			520-09-50301-225-000	08/28-09/27/10 MAIN	63.50
			110-02-52110-227-000	08/28-09/27/10 MAIN	60.92
			524-05-50101-225-000	08/28-09/27/10 MAIN	58.69
			110-02-52108-225-000	08/28-09/27/10 MAIN	54.25
			110-05-55109-225-000	08/28-09/27/10 MAIN	52.38

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			632-09-50101-225-000	08/28-09/27/10 MAIN	48.99
			110-03-53116-227-000	08/28-09/27/10 MAIN	38.88
			524-05-50101-227-000	08/28-09/27/10 MAIN	37.92
			110-02-52103-227-000	08/28-09/27/10 MAIN	35.00
			206-02-52205-227-000	08/28-09/27/10 MAIN	25.92
			110-02-52110-225-000	08/28-09/27/10 MAIN	19.93
			501-09-50101-225-000	08/28-09/27/10 MAIN	19.35
			520-09-50401-227-000	08/28-09/27/10 MAIN	15.41
			110-03-53116-225-000	08/28-09/27/10 MAIN	15.30
			521-09-50101-225-000	08/28-09/27/10 MAIN	14.36
			110-05-55111-227-000	08/28-09/27/10 MAIN	12.96
			110-02-52203-227-000	08/28-09/27/10 MAIN	12.96
			520-09-50301-327-000	08/28-09/27/10 MAIN	12.00
			206-02-52205-227-000	08/28-09/27/10 MAIN	1.68
			110-02-52203-225-000	08/28-09/27/10 MAIN	.42
			110-05-55111-225-000	08/28-09/27/10 MAIN	.24
				..... CHECK TOTAL	6,364.66
98804	9/17	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	8/10-SE PHILLIPS LAM	540.00
98805	9/17	OFFICEMAX	110-03-53103-311-000	8/10 ST #1595 OFFICE	237.10
			110-01-51701-311-000	8/10 CD #1593 OFFICE	115.35
			110-01-51301-311-000	8/10 AD #1592 OFFICE	103.04
			521-09-50101-311-000	8/10 AR #1594 OFFICE	16.63
			110-01-51701-311-000	8/10 CD #1593 OFFICE	8.40
			110-01-51301-311-000	8/10 AD #1592 OFFICE	4.93
			110-01-51701-311-000	9/10 CD #1593 RETRN	29.58CR
				..... CHECK TOTAL	455.87
98806	9/17	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	9/17/10 D FAFFORD	30.00
98807	9/17	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	9/10 ARMORED CAR SRV	286.00
98808	9/17	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	8/10-ST TOOLS/SUPPLI	249.00
98809	9/17	XEROX CORPORATION	110-02-52201-232-000	7/21-8/21/10 OVERS	36.87
98810	9/17	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-264-000	9/22 ALCOHOL POLICY	50.00
98811	9/17	HOLLAND SUPPLY, INC.	110-02-52203-344-000	8/10-FD TRUCK#4 HYDR	58.60

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98812	9/17	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	9/17/10 B GARRETT	121.15
98813	9/17	ACCURATE PRINTING CO., INC.	520-09-50106-311-000	8/10 TD-BUS PASSES	201.00
			110-01-50301-311-000	8/10 LE-LETTERHEAD	90.00
				..... CHECK TOTAL	291.00
98814	9/17	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	8/10 MERCHANDISE	973.70
			403-11-51002-588-000	8/10 RESURFACING-PH.	150.00
				..... CHECK TOTAL	1,123.70
98815	9/17	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	8/10 FD-PARTS/MATRL	110.40
			110-02-52203-344-000	8/10 FD-PARTS/MATRL	54.29
				..... CHECK TOTAL	164.69
98816	9/17	AETNA CLAIMS	611-09-50101-155-527	9/15/10 MED CLAIMS	25,508.85
98817	9/17	AECOM TECHNICAL SERVICES INC	492-11-50101-589-000	02-6/09 PARRONE	6,829.28
98818	9/17	CONNEY SAFETY PRODUCTS	110-05-55109-382-000	ROLL TOWELS	462.90
98819	9/17	PACE ANALYTICAL	492-11-50101-589-000	7/10 PARRONE-LAB SRV	1,360.00
			492-11-50101-589-000	7/10 PARRONE-LAB SRV	180.00
				..... CHECK TOTAL	1,540.00
98820	9/17	LEE PLUMBING, INC.	110-01-51801-241-000	7/10-MB HVAC, PLUMBI	236.00
			110-01-51801-241-000	8/10-MB HVAC, PLUMBI	207.50
			110-01-51801-241-000	8/10-MB HVAC, PLUMBI	170.00
				..... CHECK TOTAL	613.50
98821	9/17	MOMAR, INC	520-09-50201-317-000	TACK-N-HOLD ADHESIVE	181.00
98822	9/17	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	PARTS FOR FLEET 2816	2,373.34
98823	9/17	HILLSIDE TRUE VALUE	520-09-50201-347-000	7/10-TD MISC. SUPPLI	8.35
			520-09-50201-317-000	7/10-TD MISC. SUPPLI	5.38
				..... CHECK TOTAL	13.73
98824	9/17	DEPT OF ADMINISTRATION	761-09-50101-264-000	RAFFLE LIC AP 10/16	25.00
98825	9/17	MALSACK, J	463-11-50802-219-000	8/10 WEED/GRASS "A"	1,017.45
			461-11-50902-581-000	8/10 WEED/GRASS "B'	895.37
			401-11-50712-581-000	8/10 WEED/GRASS "C"	863.71
			461-11-50902-581-000	8/10 ADD'L 37&38 AV	47.50
			463-11-50802-219-000	8/10 5915 SHER-GRASS	17.10
				..... CHECK TOTAL	2,841.13

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98826	9/17	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	8/10-COMPACTOR RENTA	633.71
98827	9/17	LETTERING MACHINE	110-02-52206-367-000	8/10-FD CLOTHING	32.00
98828	9/17	FASTENAL COMPANY	501-09-50105-344-000	8/10 SW-TOOLS/MATRL	88.57
			110-03-53103-235-000	8/10 ST-TOOLS/MATRL	82.16
			501-09-50105-344-000	8/10 SW-TOOLS/MATRLS	78.00
				..... CHECK TOTAL	248.73
98829	9/17	NORTHERN MIST LAWN SPRINKLER	110-05-55104-344-000	8/10-IRRIGATION REPA	274.25
			110-05-55104-344-000	8/10-IRRIGATION REPA	183.98
				..... CHECK TOTAL	458.23
98830	9/17	HANSMANN PRINTING	110-02-52103-311-000	8/10 PD-BC'S/STAMP	50.00
98831	9/17	GEMPLER'S, INC	110-05-55109-389-000	PVC RAIN SUIT	294.00
			110-05-55109-389-000	SAFETY GLASSES	240.97
			110-05-55109-389-000	SUN SKEETER WIPES	148.40
			110-05-55109-389-000	PVC RAIN SUIT	126.00
			110-05-55109-389-000	SUN SKEETER WIPES	74.20
				..... CHECK TOTAL	883.57
98832	9/17	MENARDS (KENOSHA)	501-09-50105-344-000	8/10 ST-MERCHANDISE	106.32
			110-05-55109-244-000	8/10 PA-MERCHANDISE	63.24
			110-02-52203-382-000	8/10 FD#2-MERCHANDS	60.74
			110-05-55109-244-000	8/10 PA-MERCHANDISE	52.81
			110-05-55109-361-000	8/10 PA-MERCHANDISE	42.63
				..... CHECK TOTAL	325.74
98833	9/17	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	8/10 PD-EXTINGUISHR	88.85
98834	9/17	PLATINUM SYSTEMS	110-01-52001-219-000	ADDITIONAL WORK	1,500.00
98835	9/17	WIS SCTF	110-00-21581-000-000	9/17/10 HRLY DEDUCT	1,624.75
98836	9/17	CARPENTERS HOME IMPRVMNT INC	289-06-50405-259-000	#5163591 SUBGR AGRMT	9,096.83
98837	9/17	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	8/10 TD-RADIATOR SRV	1,505.00
98838	9/17	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/17/10 J PETRILLO	139.82

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98839	9/17	AUTO GLASS SPECIALISTS, INC.	520-09-50201-344-000	8/10 TD-GLASS & ACCE	250.00
98840	9/17	GRAINGER	110-02-52203-344-000	8/10-FD STA#6 PARTS/	90.99
			521-09-50101-344-000	8/10-AR PARTS/MATERI	20.58
				..... CHECK TOTAL	111.57
98841	9/17	TIME WARNER CABLE	761-09-50101-225-000	9/09-10/08 PHONE SRV	57.11
98842	9/17	ARAMARK	110-01-51801-246-000	9/10 MB-ENTRANC MATS	98.28
			520-09-50202-246-000	8/10 TD-ENTRANC MATS	41.64
			110-03-53116-246-000	8/10 WA-ENTRANC MATS	37.76
			110-05-55109-246-000	8/10 PA-ENTRANC MATS	15.12
			632-09-50101-246-000	8/10 SE-ENTRANC MATS	15.10
				..... CHECK TOTAL	207.90
98843	9/17	WHOLESALE DIRECT INC	630-09-50101-393-000	8/10-SE PARTS/MATERI	470.61
			630-09-50101-393-000	8/10-SE PARTS/MATERI	370.35
				..... CHECK TOTAL	840.96
98844	9/17	URBAN LEAGUE OF RACINE AND	259-06-50602-259-000	#5163589 SUBGR AGMT	743.87
98845	9/17	BUSCHE, JUDY LLC	110-01-50301-219-000	8/10 PROCESS SERVICE	590.00
98846	9/17	BLUEGLOBES INC.	521-09-50101-375-000	8/10 LIGHTS/MISC PAR	1,320.30
			521-09-50101-375-000	8/10 LIGHTS/MISC PAR	680.66
			521-09-50101-375-000	8/10 LIGHTS/MISC PAR	615.60CR
				..... CHECK TOTAL	1,385.36
98847	9/17	BEST LANDSCAPERS	110-05-55109-353-000	8/10 WOOD CHIPS	2,250.00
98848	9/17	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBRK CLEAN WTR	99.86
			110-09-56519-259-000	80TH PROP/CLEAN WTR	61.68
				..... CHECK TOTAL	161.54
98849	9/17	PROCESSWORKS INC.	110-00-21578-000-000	9/14/10 CHECK REG	3,586.41
98850	9/17	PROCESSWORKS, INC.	110-09-56310-219-000	08/10 ADMIN CHRGS	590.64
98851	9/17	IAFF/NATIONWIDE	110-00-21574-000-000	9/1-15/10 CONTRIBS	19,432.33

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98852	9/17	AIRGAS NORTH CENTRAL	632-09-50101-389-000	8/10 SE-INDSTRL GAS	123.16
			206-02-52205-389-000	8/10 FD#3 OXYGEN CYL	68.74
			520-09-50201-317-000	8/10 TD-INDSTRL GAS	50.97
			206-02-52205-389-000	9/10 FD#5 OXYGEN CYL	49.30
			521-09-50101-344-000	8/10 AR-INDSTRL GAS	12.75
				..... CHECK TOTAL	304.92
98853	9/17	BLADE SHOP	110-02-52203-344-000	8/10 FD-REPLACE/REPA	70.75
98854	9/17	BAYCOM	276-09-50101-579-000	IN-SQUAD VIDEO SYSTM	4,501.11
			276-09-50101-579-000	IN-SQUAD VIDEO SYSTM	419.00
				..... CHECK TOTAL	4,920.11
98855	9/17	NEW SONG MINISTRIES	289-06-50614-259-000	#5163597 SUBGR AGMT	883.32
98856	9/17	WIS SUPREME COURT	110-01-52001-264-000	J NORTON-11/3-5/10	20.00
			110-01-52001-264-000	T WRIGHT 11/3-5/10	20.00
				..... CHECK TOTAL	40.00
98857	9/17	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	9/1-15/10 CONTRIBS	12,278.75
98858	9/17	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/6/10 M LAUDONIO	88.40
98859	9/17	AURORA MEDICAL GROUP	110-02-52103-219-000	7/16-8/17/10 SCREENS	1,102.00
			110-01-51303-216-000	7/16-8/17/10 SCREENS	768.00
			520-09-50101-216-000	7/16-8/17/10 SCREENS	40.00
				..... CHECK TOTAL	1,910.00
98860	9/17	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	7/8/10 P BRIETCHAFT	611.82
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	524.06
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	448.94
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	345.91
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	31.73
				..... CHECK TOTAL	1,962.46
98861	9/17	GREAT LAKES PATHOLOGISTS SC	110-09-56405-161-000	6/19/10 R WOJTAK	39.60
98862	9/17	IOD INCORPORATED	110-09-56405-161-000	6/19/10 R WOJTAK	35.77
98863	9/17	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	7/22/10 R DAVISON JR	63.75

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98864	9/17	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	8/14/10 J KREIN IV	221.85
			110-09-56405-161-000	7/31/10 R TESSMANN	221.85
			110-09-56405-161-000	8/13/10 J DECKER	182.75
				..... CHECK TOTAL	626.45
98865	9/17	AURORA HEALTH CARE	110-09-56405-161-000	6/19/10 R WOJTAK	7,120.00
			110-09-56405-161-000	6/19/10 R WOJTAK	638.96
			110-09-56405-161-000	6/19/10 R WOJTAK	629.68
			110-09-56405-161-000	6/19/10 R WOJTAK	542.64
			110-09-56405-161-000	8/3/10 A GONZALES	459.36
			110-09-56405-161-000	8/2/10 L RAZAA	304.48
			110-09-56405-161-000	8/18/10 W FOSTER	127.60
			110-09-56405-161-000	6/15/10 I RAMADANI	127.60
			110-09-56405-161-000	6/19/10 R WOJTAK	55.44
			110-09-56405-161-000	6/19/10 R WOJTAK	53.68
				..... CHECK TOTAL	10,059.44
98866	9/17	KOHN LAW FIRM S.C.	110-00-21581-000-000	9/17/10 D LARSON	170.19
98867	9/17	PUENTE, ANGELICA	110-00-44709-000-000	BARTENDER LICENSE	50.00
98868	9/17	PIORKOWSKI, RON	520-09-50301-311-000	5 HANGING FILES	24.77
98869	9/17	JANTZEN, DENNIS	110-02-52601-261-000	08/10 313 MILES	156.50
98870	9/22	A & B PRO HARDWARE	110-01-51801-389-000	8/10 MB SUPPLIES & S	231.54
			110-01-51901-311-000	8/10 CT SUPPLIES & S	41.75
			110-03-53103-389-000	8/10 ST SUPPLIES & S	21.60
			110-02-52203-382-000	8/10 FD SUPPLIES & S	15.98
			110-02-52103-365-000	8/10 PD SUPPLIES & S	7.20
				..... CHECK TOTAL	318.07
98871	9/22	BINDELLI BROTHERS, INC	110-09-56501-259-569	9/10 2909 24 ST BOAR	72.12
			110-09-56501-259-569	9/10 1707 71 ST BOAR	72.12
				..... CHECK TOTAL	144.24
98872	9/22	RNOW, INC.	630-09-50101-393-000	8/10-SE PARTS/MATERI	61.91
98873	9/22	HWY C SERVICE	110-03-53103-344-000	9/10-ST SERVICE/PART	237.10
			110-05-55109-361-000	8/10-PW SERVICE/PART	226.29
			630-09-50101-393-000	8/10-SE#2155 PARTS/S	44.23
				..... CHECK TOTAL	507.62

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98874	9/22	CARDINAL HEALTH	206-02-52205-318-000	8/10 MEDICAL SUPPLIE	853.41
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	587.20
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	295.90
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	290.46
			206-02-52205-318-000	9/10 MEDICAL SUPPLIE	256.03
				..... CHECK TOTAL	2,283.00
98875	9/22	KRANZ, INC.	630-09-50101-393-000	JANITORIAL SUPPLIES	1,625.30
98876	9/22	LABOR PAPER, THE	110-09-56501-259-000	2018 45 ST-RAZE ORD	49.72
			401-11-51004-586-000	8/10 SIDEWALK HAZ	34.60
				..... CHECK TOTAL	84.32
98877	9/22	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	8/10 10-117039 LAB	49.60
			110-02-52101-219-000	7/10 10-107077 LAB	49.60
				..... CHECK TOTAL	99.20
98878	9/22	KENOSHA NEWS	222-09-50101-295-000	7/10 VETS PARADE	76.75
98879	9/22	LANDMARK TITLE CORPORATION	758-09-50109-259-850	6105 25 AVE-ACQ	20,035.00
98880	9/22	NATIONAL SOCIETY OF	631-09-50101-264-000	ID 100640147 RENEWAL	237.00
98881	9/22	FIRST SUPPLY CO.	110-05-55111-235-000	8/10 PW SUPPLIES AND	181.64
			524-05-50101-249-000	8/10 PW SUPPLIES AND	91.74
				..... CHECK TOTAL	273.38
98882	9/22	LORENZ TOPSOIL	110-05-55103-353-000	7/10-PULVERIZED TOPS	120.00
98883	9/22	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	8/10-REPAIR CONTROLL	524.00
98884	9/22	UW-PARKSIDE	761-09-50101-264-000	STRENGTHS QUEST CODE	150.00
98885	9/22	STATE OF WISCONSIN	110-00-21901-999-000	8/10 COURT COSTS	21,957.32
			110-00-21911-999-000	8/10 COURT COSTS	14,994.11
			110-00-45104-999-000	8/10 COURT COSTS	10,749.98
				..... CHECK TOTAL	47,701.41
98886	9/22	REINDERS INC.	524-05-50101-344-000	8/10 GO PARTS AND SE	598.39
			524-05-50101-344-000	8/10 GO PARTS AND SE	501.93
			630-09-50101-393-000	7/10 PARTS & SERVICE	48.46
			524-05-50101-344-000	8/10 GO RETURN PARTS	101.33CR
				..... CHECK TOTAL	1,047.45

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98887	9/22	KENOSHA WATER UTILITY	420-11-50703-589-000	6-7/10 STORMWATER	52.18
			420-11-50703-589-000	6-7/10 STORMWATER	41.20
			420-11-50703-589-000	6-7/10 STORMWATER	33.22
			110-01-51802-223-000	7-8/10 STRWTR/FIRE	22.24
			110-01-51802-224-000	7-8/10 STRWTR/FIRE	5.24
				..... CHECK TOTAL	154.08
98888	9/22	WIS FUEL & HEATING INC	110-05-55109-341-000	8/10-PA LUBRICANTS/O	336.25
98889	9/22	C.J.W., INC.	524-05-50101-397-000	9/10-GO CONSUMABLE M	40.39
98890	9/22	CURTIS INDUSTRIES, INC	630-09-50101-393-000	8/10 SE FASTENERS-VA	261.16
			630-09-50101-393-000	3/10 SE FASTENERS-VA	166.23
				..... CHECK TOTAL	427.39
98891	9/22	HOLY NATIVITY LUTHERAN	110-01-51901-283-000	9/10 ELECTION	25.00
98892	9/22	BATTERIES PLUS LLC	632-09-50101-389-000	9/10 SE BATTERIES &	11.99
98893	9/22	OFFICEMAX	110-02-52103-311-000	9/10 PD #1602 OFFICE	452.52
			501-09-50101-311-000	9/10 PW #1599 OFFICE	99.55
			110-01-50602-389-000	9/10 PA #1600 OFFICE	31.46
			110-05-55109-311-000	9/10 PA #1600 OFFICE	29.32
			110-01-50901-311-000	9/10 AS #1601 OFFICE	27.88
				..... CHECK TOTAL	640.73
98894	9/22	MOOSE LODGE #286	110-01-51901-283-000	9/10 ELECTION	32.00
98895	9/22	PAT'S SERVICES, INC.	110-05-55108-282-000	8/13-16-POERIO PORTA	810.00
			110-05-55108-282-000	7/23-8/19-WASH PARK	160.00
			524-05-50101-282-000	7/22-8/18-GOLFCOURSE	98.00
			110-05-55108-282-000	7/22-8/18-SOUTHPORT	98.00
			110-05-55108-282-000	7/28-8/24-HARBORPARK	98.00
			110-05-55108-282-000	7/28-8/24-SO PIER PO	98.00
			110-05-55108-282-000	7/22-8/18-ALFORD POR	98.00
			110-05-55108-282-000	7/22-8/18-HOBBS PK P	49.00
				..... CHECK TOTAL	1,509.00
98896	9/22	LINCOLN CONTRACTORS SUPPLY	110-05-55111-246-000	8/10-PA TOOLS/SUPPLI	299.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98897	9/22	KENOSHA BIBLE CHURCH	110-01-51901-283-000	9/10 ELECTION	25.00
98898	9/22	KENOSHA COUNTY	631-09-50101-311-000	8/10 DOCUMENT COPY C	15.00
98899	9/22	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	9/10 ELECTION	25.00
98900	9/22	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	8/10-FD SUPPLIES	62.95
98901	9/22	BELLE COFFEE SERVICE	524-05-50101-397-000	8/10-GO COFFEE/SUPPL	94.00
98902	9/22	GUTTORMSEN, HARTLEY &	110-01-50301-219-000	8/10 SERVICES	175.00
98903	9/22	CICCHINI ASPHALT LLC	401-11-51001-585-000	EST 1-RESURF PH II	541,445.75
			401-11-51001-585-000	EST 3-RESURF PH II	137,618.74
				..... CHECK TOTAL	679,064.49
98904	9/22	JAMES IMAGING SYSTEMS, INC.	501-09-50101-232-000	9/10 COLOR COPIER MA	85.00
			631-09-50101-232-000	9/10 COLOR COPIER MA	50.00
			110-03-53101-232-000	9/10 PW-COPIER SERVI	50.00
			501-09-50101-232-000	9/10 PW-OVERAGE CHG	36.86
				..... CHECK TOTAL	221.86
98905	9/22	LEXISNEXIS SCREENING	110-01-51303-219-000	8/10 SERVICES	32.00
98906	9/22	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	9/10-TIRE RECYCLING	1,726.95
			205-03-53118-219-000	8/10-TIRE RECYCLING	1,726.95
				..... CHECK TOTAL	3,453.90
98907	9/22	LEE PLUMBING, INC.	110-02-52203-246-000	8/10 FD #3 HVAC, PL	1,019.50
			110-02-52203-246-000	8/10 FD #3 HVAC, PLU	144.00
				..... CHECK TOTAL	1,163.50
98908	9/22	GUELIG WASTE REMOVAL AND	110-09-56501-259-000	RAZING-5024 47TH AVE	11,820.00
98909	9/22	SCHREIBER ANDERSON ASSOC.	405-11-51003-219-000	8/10 COMP. REC. PLAN	8,935.67
			405-11-51003-219-000	8/10 SUNRISE PARK-PL	1,278.80
			405-11-50806-219-000	8/10 SIMMONS ISL.	1,247.20
			405-11-51003-219-000	8/10 STRAWBERRY CRK-	1,188.80
			405-11-51003-219-000	8/10 PETZKE PARK	796.20
				..... CHECK TOTAL	13,446.67

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98910	9/22	RUEKERT & MIELKE, INC.	409-11-51004-589-000	6/19-7/16 39TH AVE C	13,229.67
			409-11-51010-589-000	6/19-7/16 27TH ST CO	12,749.93
				..... CHECK TOTAL	25,979.60
98911	9/22	ELITE K-9, INC.	783-00-21995-000-000	DOG EQUIPMENT	3,931.36
98912	9/22	CBOCS, INC	409-11-51003-589-000	APPRAISAL REIMBURSE	10,705.00
98913	9/22	REGISTER OF DEEDS	110-09-56501-259-000	4219 51 AV-RAZE ORD	30.00
			110-09-56501-259-000	4622 10 AV-RAZE ORD	30.00
				..... CHECK TOTAL	60.00
98914	9/22	ELECTRICAL CONTRACTORS, INC	524-05-50101-249-000	9/10 GO DIAMOND LIGH	202.50
			110-05-55102-247-000	8/10 PA DIAMOND LIGH	160.00
				..... CHECK TOTAL	362.50
98915	9/22	CHULA VISTA RESORT	110-02-52204-263-000	11/01-05 G. SANTELLI	198.00
98916	9/22	T & A INDUSTRIAL,LTD.	501-09-50105-344-000	8/10-ST MISC SUPPLIE	128.01
98917	9/22	CDW-G	110-01-51801-246-984	8/10 COMPUTER EQUIPM	790.30
98918	9/22	HUCKSTORF DIESEL INC.	630-09-50101-393-000	WORK ON FLEET 2389	1,889.06
98919	9/22	J EWENS DESIGN INC	110-01-51801-246-000	DOOR LETTERING	204.00
98920	9/22	ULINE	110-01-50602-389-000	RECYCLING RECEPTACLE	150.00
			110-01-50602-389-000	BLUE RECYCLING BAGS	90.00
				..... CHECK TOTAL	240.00
98921	9/22	MENARDS (KENOSHA)	110-01-51801-246-984	8/10-FD REMODELMERCH	315.16
			110-05-55109-244-000	8/10-PA MERCHANDISE	138.79
			110-05-55109-361-000	8/10-PA MERCHANDISE	95.86
			110-05-55109-361-000	8/10-PA MERCHANDISE	62.82
			110-05-55109-244-000	8/10-PA MERCHANDISE	29.22
			110-05-55109-361-000	8/10-PA MERCHANDISE	29.20
			110-05-55109-246-000	8/10-PA MERCHANDISE	27.91
			110-05-55109-361-000	8/10-PA MERCHANDISE	19.64
			110-05-55109-341-000	8/10-PA MERCHANDISE	14.28
			110-05-55109-386-000	8/10-PA MERCHANDISE	2.99
			110-05-55109-361-000	8/10-PA MERCHANDISE	86.89CR
				..... CHECK TOTAL	648.98

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98922	9/22	BELLE CITY FIRE EXTINGUISHER	110-01-51801-389-000	8/10 PW EXTINGUISHER	305.65
			110-01-51801-389-000	8/10 PW EXTINGUISHER	29.70
				..... CHECK TOTAL	335.35
98923	9/22	PLATINUM SYSTEMS	110-02-52103-311-000	8/10 DRUM KIT SUPPLI	184.68
98924	9/22	HALLMAN LINDSAY	110-05-55109-244-000	8/10-PA PAINT/PRODUC	97.56
			110-05-55109-244-000	8/10-PA PAINT/PRODUC	46.78
				..... CHECK TOTAL	144.34
98925	9/22	FIRST ASSEMBLY OF GOD	110-01-51901-283-000	9/10 ELECTION	25.00
98926	9/22	BRICKLINE, INC.	401-11-50908-589-000	EST 2-PAVEMENT MARKI	1,512.00
98927	9/22	KENOSHA COUNTY TREASURER	110-00-21910-999-000	8/10-FEES COLLECTED	11,532.28
			110-00-21901-999-000	8/10-FEES COLLECTED	2,771.23
				..... CHECK TOTAL	14,303.51
98928	9/22	GRAINGER	521-09-50101-372-000	8/10-AR PARTS/MATERI	299.20
			521-09-50101-344-000	8/10-AR PARTS/MATERI	179.24
			110-05-55109-361-000	8/10-PW PARTS/MATERI	153.90
				..... CHECK TOTAL	632.34
98929	9/22	TIME WARNER CABLE	110-01-51102-233-000	9/09-10/08 FD BROADB	74.95
98930	9/22	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	8/10-SECURITY CHECKS	63.00
98931	9/22	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	6/10 FD MEDICAL SUPP	1,290.56
			206-02-52205-318-000	8/10 FD MEDICAL SUPP	1,066.94
			206-02-52205-318-000	8/10 FD MEDICAL SUPP	95.60
			206-02-52205-318-000	6/10 FD MEDICAL SUPP	50.40
			206-02-52205-318-000	8/10 FD MEDICAL SUPP	17.50
			206-02-52205-318-000	8/10 MEDICAL SUPPLIE	145.78CR
				..... CHECK TOTAL	2,375.22
98932	9/22	J & L LANDSCAPING	633-09-50101-249-000	8/10-LAWN MOWING,	177.23
98933	9/22	NICOLET NATURAL SE	761-09-50101-389-000	9/10 WATER COOLER	7.95
98934	9/22	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	9/10 ELECTION	40.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98935	9/22	KIMBALL MIDWEST	630-09-50101-393-000	CUT OFF WHEEL	66.40
			630-09-50101-393-000	CUT OFF WHEEL	52.40
			632-09-50101-382-000	GRIME WIPES	29.18
				..... CHECK TOTAL	147.98
98936	9/22	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	8/10 435 CPTR/DISPL	16,490.00
			110-04-54102-254-000	9/10 MONTHLY SERVICE	3,500.00
				..... CHECK TOTAL	19,990.00
98937	9/22	ERICKSON AUTO TRIM	630-09-50101-393-000	8/10 SE #2776 UPHOLS	175.00
98938	9/22	SENIOR CITIZEN CENTER	110-01-51901-283-000	9/10 ELECTION	51.75
98939	9/22	JANTZ CLUB	110-01-51901-283-000	9/10 ELECTION	25.00
98940	9/22	AURORA MEDICAL GROUP	520-09-50101-216-000	8/10 SCREEN	40.00
98941	9/22	IOD INCORPORATED	110-02-52102-219-000	8/10 10-122237 RECRD	32.60
98942	9/22	CAMPBELL, TANYA	110-00-21905-000-000	ORIBILETTI-9/11/10	100.00
98943	9/22	WISCONSIN BICYCLE RACING	110-00-44109-000-000	BLOCK PARTY FEE	45.00
98944	9/22	HAMILTON, CAREY	110-00-21905-000-000	BEACH HOUSE-9/10/10	100.00
98945	9/22	TORRES, TERESA	110-00-21905-000-000	BEACH HOUSE-9/11/10	300.00
98946	9/22	WOJTKIEWICZ, ANN	110-00-21905-000-000	BEACH HOUSE-9/12/10	100.00
98947	9/22	GONZALES, CRESENCIA	110-00-21905-000-000	ORIBILETTI-9/12/10	100.00
98948	9/22	LABAHN, JEFFREY B.	110-01-51701-261-000	7/10-8/10 168.8 MILE	84.40
98949	9/22	WEYRAUCH, DANIEL E.	110-02-52110-367-000	2010 CLOTHING ALLOW	300.00
98950	9/22	LAMBRECHT, CRAIG	520-09-50201-264-000	9/23-30/10 CHICAGO	130.00
98951	9/22	DEN HARTOG, WARREN J.	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
98952	9/22	RISCH, KEVIN	631-09-50101-261-000	8/10 240 MILES	120.00
			631-09-50101-261-000	7/10-13 MILES	6.50
				..... CHECK TOTAL	126.50

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98953	9/24	RNOW, INC.	630-09-50101-393-000	8/10 #2833 PARTS/MAT	1,382.76
			630-09-50101-393-000	8/10 #2833 PARTS/MAT	787.12
			630-09-50101-393-000	8/10 PARTS/MATERIALS	520.62
			630-09-50101-393-000	8/10 #2625 PARTS/MAT	196.70
			630-09-50101-393-000	8/10 #2833 PARTS/MAT	62.91
			630-09-50101-393-000	8/10 #2625 PARTS/MAT	61.94
				..... CHECK TOTAL	3,012.05
98954	9/24	CLERK OF CIRCUIT COURT	110-01-50301-219-000	JUDGMNT CERT COPIES	12.94
98955	9/24	VIKING ELECTRIC SUPPLY	110-05-55109-389-000	8/10 PA ELECTRICAL M	39.93
			110-01-51801-246-984	9/10 FD REMODEL ELEC	17.54
				..... CHECK TOTAL	57.47
98956	9/24	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	7/10 PD-MISC. ITEMS	180.00
98957	9/24	KENOSHA CITY/COUNTY	110-02-52103-341-000	8/10 PATROL FLT GAS	20,492.17
			110-02-52103-345-000	8/10 PATRL FLT MAINT	7,407.32
			110-02-52102-341-000	8/10 DETCTV FLT GAS	2,946.75
			110-02-52109-345-000	8/10 SCU FLT MAINT	1,181.15
			110-02-52109-341-000	8/10 SCU FLEET GAS	925.14
			110-02-52103-341-000	8/10 MOTORCYCLE GAS	276.30
			110-02-52101-341-000	8/10 ADMIN FLT GAS	207.51
			110-02-52102-345-000	8/10 DETCT FLT MAINT	190.22
			110-02-52103-345-000	8/10 WARRANTY PARTS	861.87CR
				..... CHECK TOTAL	32,764.69
98958	9/24	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/24/10 CITY HRLY	15,733.55
			110-00-21562-000-000	9/24/10 WATER HRLY	4,179.85
			110-00-21562-000-000	9/24/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	20,098.40
98959	9/24	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	9/24/10 CITY HRLY	3,673.80
			110-00-21553-000-000	9/24/10 WATER HRLY	1,632.80
			110-00-21553-000-000	9/24/10 MUSEUM HRLY	81.64
				..... CHECK TOTAL	5,388.24
98960	9/24	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	9/24/10 CITY HRLY	88.01
			110-00-21541-000-000	9/24/10 MUSEUM HRLY	55.18
			110-00-21541-000-000	9/24/10 WATER HRLY	44.20
				..... CHECK TOTAL	187.39

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98961	9/24	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	8/10 10-124412 LAB	49.60
			110-02-52101-219-000	8/10 10-120872 LAB	49.60
			110-02-52101-219-000	8/10 10-117298 LAB	49.60
				..... CHECK TOTAL	148.80
98962	9/24	KENOSHA NEWS	110-01-51303-326-000	8/10 SCHOOL CRS GRD	143.51
			110-01-51303-326-000	8/10 CONCESSIONS ATD	87.20
				..... CHECK TOTAL	230.71
98963	9/24	PALMEN BUICK	630-09-50101-393-000	8/10 CE PARTS & MATE	729.97
98964	9/24	M A TRUCK PARTS	630-09-50101-393-000	8/10 CE MATERIALS &	2,563.38
			520-09-50201-347-000	8/10 TD MATERIALS &	2,313.15
			110-03-53103-344-000	8/10 ST MATERIALS &	586.19
			206-02-52205-344-000	8/10 FD MATERIALS &	280.68
			110-03-53103-389-000	8/10 ST MATERIALS &	200.00
			110-02-52203-344-000	8/10 FD MATERIALS &	77.90
			501-09-50105-344-000	8/10 ST MATERIALS &	57.33
				..... CHECK TOTAL	6,078.63
98965	9/24	SHERWIN WILLIAMS CO.	110-01-51801-246-984	8/10 FD REMODEL	53.37
			285-06-51603-259-000	#5162555 PRIMER	33.51
				..... CHECK TOTAL	86.88
98966	9/24	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	8/10 #2161 VARIOUS P	244.22
98967	9/24	LORENZ TOPSOIL	110-05-55109-353-000	8/10 PULVERIZED TOPS	100.00
98968	9/24	VAN'S GAS SERVICE INC	110-03-53116-341-000	8/10 WA PROPANE GAS	18.40
			630-09-50101-393-000	8/10 CE PROPANE GAS	15.18
				..... CHECK TOTAL	33.58
98969	9/24	WILLKOMM INC., JERRY	520-09-50106-341-000	9/10 DIESEL FUEL	18,074.51
			521-09-50101-341-000	9/10 FUEL	158.10
				..... CHECK TOTAL	18,232.61
98970	9/24	WIS DEPT OF REVENUE	110-00-21512-000-000	9/01-15/10 DEDUCTS	109,873.03
98971	9/24	WE ENERGIES	110-02-52203-221-000	#36 08/11-09/10	1,058.14
			110-03-53109-221-000	#36 08/16-09/15	958.86
			110-03-53109-221-000	#36 08/11-09/12	831.02
			110-05-55109-221-000	#36 08/10-09/09	552.46
			110-05-55102-221-000	#36 08/12-09/13	499.25
			110-02-52203-221-000	#36 08/11-09/12	446.98
			110-05-55109-221-000	#35 08/16-09/15	391.53
			110-03-53103-221-000	#36 08/10-09/09	321.29
			110-05-55109-221-000	#35 08/15-09/14	306.51
			110-03-53116-221-000	#36 08/16-09/15	158.82
			110-05-55109-221-000	#36 08/12-09/13	155.29

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	#36 08/13-09/14	142.86
			110-03-53109-221-000	#36 08/10-09/09	123.32
			110-02-52203-222-000	#36 08/10-09/09	100.15
			110-02-52203-222-000	#36 08/11-09/12	68.06
			110-05-55109-221-000	#36 08/11-09/10	61.23
			110-05-55109-221-000	#36 08/09-09/08	52.07
			110-05-55109-221-000	#35 08/13-09/14	50.00
			632-09-50101-221-000	#36 08/16-09/15	37.46
			110-05-55109-221-000	#36 08/17-09/16	28.94
			110-05-55102-221-000	#36 08/10-09/09	25.39
			519-09-50106-221-000	#36 08/10-09/09	23.49
			110-05-55102-221-000	#36 08/11-09/10	17.80
			110-05-55109-222-000	#36 08/12-09/13	9.28
			110-05-55109-222-000	#36 08/10-09/09	8.70
			110-05-55109-222-000	#36 08/09-09/08	8.70
				..... CHECK TOTAL	6,437.60
98972	9/24	WE ENERGIES	231-06-51612-259-000	#5162565 UTILITIES	33.83
			231-06-51611-259-000	#5162561 UTILITIES	24.03
			286-06-51604-259-000	#5151825 UTILITIES	23.48
			267-06-51606-259-000	#5156106 UTILITIES	23.23
			231-06-51610-259-000	#5162563 UTILITIES	22.07
			231-06-51613-259-000	#5151824 UTILITIES	16.99
			284-06-51608-259-000	#5151822 UTILITIES	10.66
			267-06-51603-259-000	#5151822 UTILITIES	5.66
				..... CHECK TOTAL	159.95
98973	9/24	WIS RETIREMENT SYSTEM	110-00-21625-000-000	08/10 PENSION	652,009.39
			110-02-52203-153-000	08/10 PENSION	12,725.65
			110-00-21521-000-000	08/10 PENSION	4,670.00
			110-02-52103-153-000	08/10 PENSION	1,396.00
				..... CHECK TOTAL	670,801.04
98974	9/24	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	9/24/10 H TOLBERT	12.00
98975	9/24	PAYNE & DOLAN INC.	110-03-53103-355-000	8/10 ASPHALT MATERIA	635.04
98976	9/24	REINDERS INC.	521-09-50101-344-000	8/10 AR MAINTENANCE	68.77
			524-05-50101-344-000	8/10 GO PARTS AND SE	59.93
			110-05-55102-344-000	8/10 PARTS AND SERVI	41.89
				..... CHECK TOTAL	170.59

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98977	9/24	BOYS AND GIRLS CLUB	289-06-50608-259-000	#5167225 SUBGR AGRMT	4,483.47
98978	9/24	JOHNSON CONTROLS	752-09-50101-589-000	PYMT #1 8/10 SERVICE	450,000.00
98979	9/24	DON'S AUTO PARTS	630-09-50101-393-000	8/10 SE #2326 PARTS	123.18
			630-09-50101-393-000	8/10 SE #2326 PARTS	29.98
				..... CHECK TOTAL	153.16
98980	9/24	FABCO EQUIPMENT, INC.	630-09-50101-393-000	9/10 SE #3009 PARTS	40.47
			630-09-50101-393-000	8/10 SE PARTS & MATE	18.69
				..... CHECK TOTAL	59.16
98981	9/24	A & R DOOR SERVICE	285-06-51605-259-000	#5156949 DOOR	892.50
98982	9/24	BEACON ATHLETICS	110-05-55102-356-000	SPARKLE #6	996.80
98983	9/24	KENOSHA YMCA	289-06-50617-259-000	#5166767 SUBGR AGRMT	17,127.20
98984	9/24	LARK UNIFORM, INC.	110-02-52103-367-000	8/10 #249 UNIFORM IT	159.90
98985	9/24	CHASE BANK KENOSHA	110-00-21513-000-000	9/24/10 HRLY DEDUCT	21,594.12
			110-00-21511-000-000	9/24/10 HRLY DEDUCT	12,773.30
			110-00-21612-000-000	9/24/10 HRLY DEDUCT	12,773.12
			110-00-21514-000-000	9/24/10 HRLY DEDUCT	3,188.60
			110-00-21614-000-000	9/24/10 HRLY DEDUCT	3,188.31
				..... CHECK TOTAL	53,517.45
98986	9/24	ZILSKE LAW FIRM S C	520-09-50101-161-000	5/5/05 W TURNER	1,148.00
98987	9/24	KESSENICH-TESMER DESIGN, INC	285-06-52601-259-000	#5156850 PLANS	281.25
98988	9/24	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	7/10 39TH AVE PROJEC	11,842.95
			409-11-50804-219-000	8/10 39TH AVE PROJEC	1,706.19
				..... CHECK TOTAL	13,549.14
98989	9/24	SWARTZ NURSERIES	501-09-50106-353-000	8/10 PLANT MATERIALS	137.40
98990	9/24	PAT'S SERVICES, INC.	110-05-55108-282-000	7-8/10 VET'S PARK	1,000.00
			110-05-55108-282-000	7-8/10 VET'S PARK	652.04
			110-05-55108-282-000	7-8/10 SO PIER	90.00
				..... CHECK TOTAL	1,742.04

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98991	9/24	WIS DEPT OF REVENUE	110-00-21581-000-000	08/10 DEDUCTIONS	368.74
98992	9/24	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	9/24/10 D FAFFORD	30.00
98993	9/24	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000	8/10 ST TOOLS AND SU	259.91
			501-09-50105-361-000	8/10 ST TOOLS AND SU	236.95
			110-03-53103-389-000	8/10 ST TOOLS AND SU	142.05
				..... CHECK TOTAL	638.91
98994	9/24	PROBUILD	285-06-51605-259-000	#5156950 MATERIALS	595.00
98995	9/24	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	9/24/10 B GARRETT	112.62
			110-00-21581-000-000	9/27/10 B GARRETT	22.45
				..... CHECK TOTAL	135.07
98996	9/24	WRJN-AM/WEZY-FM	222-09-50101-259-000	8/12-14 FOLK FEST	350.00
98997	9/24	INGENIX SUBROGATION SERVICES	110-09-56405-161-000	11/9/08 A PEDERSON	165.45
98998	9/24	CITY SEWER CLEANERS, INC.	110-05-55109-219-000	SINK DRAINS	80.00
98999	9/24	WETLAND & WATERWAY CONSULT.	403-11-51006-589-000	9/10 WETLAND MITIGTN	1,050.00
99000	9/24	DELUXE FOR BUSINESS	110-01-51306-311-000	BALANCE DUE	4.48
99001	9/24	SHAWN SIMONSON	110-05-55109-219-000	1/26-8/14 ANIMAL RMV	1,705.00
99002	9/24	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	9/10 MONTHLY ADMIN F	350.00
			501-09-50102-219-000	8/10 COUPON REDMPTN	242.00
			501-09-50102-219-000	9/10 COUPON REDMPTN	122.00
			501-09-50102-219-000	9/10 COUPON REDMPTN	38.00
			501-09-50102-219-000	8/10 RETAIL INCENTV	9.68
			501-09-50102-219-000	9/10 RETAIL INCENTV	4.88
			501-09-50102-219-000	8/10 PER CHECK FEE F	4.50
			501-09-50102-219-000	8/10 POSTAGE FEE	3.96
			501-09-50102-219-000	9/10 PER CHECK FEE F	2.50
			501-09-50102-219-000	9/10 POSTAGE FEE	2.20
			501-09-50102-219-000	9/10 POSTAGE	2.10
			501-09-50102-219-000	8/10 POSTAGE	1.82
			501-09-50102-219-000	9/10 RETAIL INCENTV	1.52
			501-09-50102-219-000	9/10 POSTAGE	.94
			501-09-50102-219-000	9/10 PER CHECK FEE F	.50
			501-09-50102-219-000	9/10 POSTAGE FEE	.44
				..... CHECK TOTAL	787.04

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99003	9/24	CLEARVIEW WINDOWS & SIDING	110-02-52203-246-000	STEEL DOOR REPLACE	3,200.00
99004	9/24	CICCHINI ASPHALT LLC	501-09-50105-219-000	9/10 ASPHALT INSTALL	181.09
99005	9/24	LAB SAFETY SUPPLY INC	110-05-55109-382-000	SOAP DISPENSER	388.71
99006	9/24	US CELLULAR	110-03-53103-226-000	9/10 ST-CELL AIRTIME	268.84
			631-09-50101-226-000	9/10 EN-CELL AIRTIME	249.72
			110-03-53103-226-000	9/10 ST-CELL SERVICE	15.35
			631-09-50101-226-000	9/10 EN-CELL SERVICE	12.28
			520-09-50401-226-000	8-9/10 TD-CELL SERVC	11.07
			205-03-53119-226-000	9/10 ST-CELL SERVICE	6.37
			632-09-50101-226-000	9/10 SE-CELL SERVICE	6.14
			632-09-50101-226-000	9/10 SE-CELL AIRTIME	1.58
			520-09-50401-226-000	8-9/10 TD-CELL AIRTM	.99
				..... CHECK TOTAL	572.34
99007	9/24	CUMMINS NPOWER, LLC	630-09-50101-393-000	8/10 SE-#1959 PARTS/	151.50
99008	9/24	MALSACK, J	110-09-56501-259-570	9/10 4914 29 AV-GRS	205.00
			110-09-56501-259-570	9/10 5825 4 AV-GRAS	200.00
			110-09-56501-259-570	9/10 4225 22 AV-GRS	190.00
			110-09-56501-259-570	9/10 3606 63 ST-GRS	190.00
			110-09-56501-259-570	9/10 504 68 ST-GRAS	190.00
			110-09-56501-259-570	9/10 5821 5 AV-GRAS	180.00
			110-09-56501-259-570	8/10 2623 25 AV-GRS	147.25
			110-09-56501-259-570	9/10 4906 29 AV-GRS	125.00
			110-09-56501-259-570	9/10 7201 34 AV-GRS	104.50
			110-09-56501-259-570	9/10 6611 5 AV-GRAS	100.00
			110-09-56501-259-570	9/10 5821 SHER-GRAS	71.25
			110-09-56501-259-570	9/10 5623 43 AV-GRS	11.40
				..... CHECK TOTAL	1,714.40
99009	9/24	KIEFT BROTHERS INC.	403-11-51002-588-000	40TH AVE STORM SEWER	7,000.00
			403-11-51002-588-000	8/10 RESURFACING PRJ	1,218.00
				..... CHECK TOTAL	8,218.00
99010	9/24	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	9/10 CE #2283 PARTS/	182.98
99011	9/24	T & A INDUSTRIAL,LTD.	630-09-50101-393-000	8/10 MAINT/SAFETY PR	64.28

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99012	9/24	CDW-G	110-01-51102-539-000	9/10 COMPUTER EQUIPM	2,437.50
			110-01-51102-539-000	8/10 COMPUTER EQUIPM	405.05
				..... CHECK TOTAL	2,842.55
99013	9/24	KENOSHA AREA FAMILY & AGING	289-06-50601-259-000	#5167198 SIBGR AGRMT	5,000.00
99014	9/24	STATE BAR OF WISCONSIN	110-01-50301-322-000	8/10 LEGAL PUBLICATI	57.96
99015	9/24	MENARDS (KENOSHA)	110-05-55109-361-000	EXTENSION LADDER	339.00
			110-05-55109-244-000	8/10 PA MERCHANDISE	248.00
			110-03-53113-353-000	8/10 ST MERCHANDISE	119.96
			110-05-55109-244-000	8/10 PA MERCHANDISE	106.35
			110-02-52203-382-000	8/10 FD #3 MERCHANDI	42.21
			110-05-55109-244-000	8/10 PA MERCHANDISE	26.88
			110-05-55109-235-000	8/10 PA MERCHANDISE	16.22
			110-03-53109-375-000	8/10 ST MERCHANDISE	7.30
			501-09-50105-389-000	8/10 PW MERCHANDISE	6.48
				..... CHECK TOTAL	912.40
99016	9/24	SHERWIN INDUSTRIES	630-09-50101-393-000	8/10 PARTS AND SERVI	116.64
99017	9/24	SUTPHEN CORPORATION	110-02-52203-344-000	8/10 PARTS/SERVICE	170.00
99018	9/24	WIS SCTF	110-00-21581-000-000	9/24/10 HRLY DEDUCT	1,484.88
			110-00-21581-000-000	9/27/10 SAL DEDUCT	42.50
				..... CHECK TOTAL	1,527.38
99019	9/24	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/24/10 J PETRILLO	139.82
99020	9/24	SNAP-ON INDUSTRIAL	110-03-53103-361-000	8/10 ST TOOLS/REPAIR	47.48
			110-03-53103-361-000	8/10 ST TOOLS/REPAIR	30.08
				..... CHECK TOTAL	77.56
99021	9/24	WOMEN AND CHILDRENS HORIZONS	289-06-50607-259-000	35166768 SUBGR AGRMT	1,550.00
99022	9/24	DE VROOMEN BULB CO	110-01-50602-353-000	VARIOUS TULIPS/FLWRS	432.32
99023	9/24	SCHMITT PROTECTIVE SERVICES	222-09-50101-259-000	FOLK FEST SECURITY	667.00
99024	9/24	MCDEVITT'S TOWING	110-02-52103-219-000	8/10 SQD 2904 TOWING	25.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99025	9/24	FABCO RENTS	501-09-50105-282-000	9/10 ST-EQUIP RENTAL	344.50
			501-09-50105-282-000	8/10 ST-EQUIP RENTAL	316.50
				..... CHECK TOTAL	661.00
99026	9/24	ROSSI FARMS INC	403-11-51006-589-000	8/10 FARM SERVICES	450.00
99027	9/24	GILLIG CORPORATION	520-09-50201-347-000	8/10 BUS PARTS	27.17
99028	9/24	SAFEWAY PEST CONTROL CO.,INC	110-02-52203-246-000	8/10 FD EXTERMINATIN	161.00
			520-09-50202-246-000	8/10 TD EXTERMINATIN	55.00
			110-01-51801-246-000	8/10 MB EXTERMINATIN	32.00
			110-05-55109-246-000	8/10 PA EXTERMINATIN	26.00
			110-03-53116-246-000	8/10 WA EXTERMINATIN	25.00
			520-09-50401-246-000	8/10 TD EXTERMINATIN	24.00
			520-09-50202-246-000	8/10 TD EXTERMINATIN	24.00
			110-02-52110-246-000	8/10 PD EXTERMINATIN	23.00
				..... CHECK TOTAL	370.00
99029	9/24	BEST LANDSCAPERS	110-05-55109-353-000	9/10 WOOD CHIPS	4,500.00
99030	9/24	PROCESSWORKS INC.	110-00-21578-000-000	9/21/10 CHECK REG	4,036.36
99031	9/24	RIMKUS, JASON	761-09-50101-111-000	9/16-30/10 SERVICES	1,787.18
			761-00-21514-000-000	9/16-30/10 SERVICES	25.91CR
			761-00-21599-000-000	9/16-30/10 SERVICES	89.36CR
			761-00-21512-000-000	9/16-30/10 SERVICES	98.70CR
			761-00-21511-000-000	9/16-30/10 SERVICES	110.81CR
			761-00-21513-000-000	9/16-30/10 SERVICES	187.00CR
				..... CHECK TOTAL	1,275.40
99032	9/24	PIRO, RALPH	761-09-50101-111-000	9/16-30/10 SERVICES	846.96
			761-00-21514-000-000	9/16-30/10 SERVICES	12.28CR
			761-00-21512-000-000	9/16-30/10 SERVICES	33.80CR
			761-00-21512-000-000	9/16-30/10 SERVICES	49.00CR
			761-00-21599-000-000	9/16-30/10 SERVICES	50.00CR
			761-00-21511-000-000	9/16-30/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
99033	9/24	JANI-KING OF MILWAUKEE	633-09-50101-243-000	9/10 JANITOR SERVICE	1,084.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99034	9/24	IOD INCORPORATED	110-09-56405-161-000	7/28/10 K CARBON	28.68
			110-09-56405-161-000	6/18/10 D PALMER	19.17
			110-09-56405-161-000	7/23/10 E YUNK	8.72
				..... CHECK TOTAL	56.57
99035	9/24	TRUE COURSE MDCS LLC	110-09-56405-161-000	7/8/10 P BRIETCHAFT	1,148.18
99036	9/24	AURORA HEALTH CARE	110-09-56405-161-000	6/19/10 R WOJTAK	1,193.28
			110-09-56405-161-000	8/6/10 G WALUS	233.33
				..... CHECK TOTAL	1,426.61
99037	9/24	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	8/2/10 L RAZAA	5.95
99038	9/24	ANDERSON, ALAN	401-11-51004-586-000	SIDEWALK REPAIR	417.00
99039	9/24	CADAVID, MARIA E.	110-00-21905-000-000	BEACHHOUSE 9/19/10	300.00
99040	9/24	KOHN LAW FIRM S.C.	110-00-21581-000-000	9/24/10 D LARSON	249.91
99041	9/24	A GMS WINDOW & DOOR STORE	285-06-51605-259-000	#5156948 WINDOWS	6,481.70
99042	9/24	KOENES, JAMES	110-00-21905-000-000	ANDERSON POOL 7/13	100.00
99043	9/24	ORTIZ, LUCRECIA	110-00-21905-000-000	ORIBILETTI CTR 9/04	300.00
99044	9/24	VARGAS, ISAIAS	110-00-21905-000-000	ORIBILETTI CTR 9/18	100.00
99045	9/24	RUFFOLO, MICHAEL	110-00-21581-000-000	9/27/10 H TOLBERT	12.00
99046	9/24	MCFIBBERS PUB, INC	110-00-44203-000-000	OUTDOOR EXTENSION	125.00
99047	9/24	SANCHEZ-MARTINEZ, OSCAR	110-00-21904-000-000	CASH BOND V565623	114.00
99048	9/24	BAKER, KYLE	524-05-50101-219-000	BARTENDERS LICENSE	75.00
99049	9/24	HANSON, SUSAN	110-00-21905-000-000	ORIBILETTI 9/19/10	300.00
99050	9/24	SOBANSKI, WILLIAM	110-00-21905-000-000	BEACHHOUSE 9/17/10	300.00
99051	9/24	ANG, LLC	110-00-21109-000-000	OVERPAY SPEC ASSESS	10.40

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99052	9/24	KIRCHNER, LEO	401-11-51004-586-000	SIDEWALK REPAIR	688.05
99053	9/24	POPE, BILLY	401-11-51004-586-000	SIDEWALK REPAIR	1,563.75
99054	9/24	CLARK, DAVID	401-11-51004-586-000	SIDEWALK REPAIR	200.00
99055	9/24	STICH, KENNETH	401-11-51004-586-000	SIDEWALK REPAIR	1,063.35
99056	9/24	WEIDNER, ROBERT	401-11-51004-586-000	SIDEWALK REPAIR	938.25
99057	9/24	PADDY O'S PUB, LLC	110-00-44203-000-000	CLASS "B" LIQUOR	450.00
99058	9/24	PERRINE'S CLARK SERVICE, INC	110-00-44204-000-000	CLASS "A" LIQUOR	375.00
			110-00-44202-000-000	CLASS "A" BEER	150.00
				..... CHECK TOTAL	525.00
99059	9/24	BEAR DEVELOPMENT, LLC	461-00-21122-000-000	RET EARNEST MONEY	35,000.00
99060	9/24	LENCI, MAURO	632-09-50101-261-000	7-8/10 132 MILES	66.00
99061	9/24	WENBERG, JOHN D.	110-09-56405-166-000	9/06-10/04/10 PPD	1,222.00
			110-00-21905-000-000	BEACHHOUSE 9/18/10	300.00
				..... CHECK TOTAL	1,522.00
99062	9/24	MCCARTHY, MARK	285-06-52601-259-000	#5151102 BATTERY	32.99
99063	9/29	A & B PRO HARDWARE	267-06-51605-259-000	#5162539 DOOR	59.00
99064	9/29	CLERK OF CIRCUIT COURT	110-01-50301-219-000	A. RODRIGUEZ	265.50
99065	9/29	INTERSTATE ELECTRIC SUPPLY	417-11-50701-589-915	8/10 PW-ELECTRICAL S	680.13
			417-11-50701-589-915	9/10 PW-ELECTRICAL S	312.50
			417-11-50701-589-915	9/10 PW-ELECTRICAL S	50.99
			110-01-51801-246-984	9/10 FD-REMODEL ELEC	28.42
			110-01-51801-246-984	9/10 FD-REMODEL ELEC	11.97
				..... CHECK TOTAL	1,084.01
99066	9/29	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	8/10 CONCRETE/MATRL	9,779.00
			403-11-51005-589-000	8/10 MATERIALS	2,563.25
			520-09-50202-249-000	CONCRETE SLAB	528.00
			520-09-50202-249-000	CONCRETE SLAB	523.25
			520-09-50202-249-000	CONCRETE SLAB	180.50
				..... CHECK TOTAL	13,574.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99067	9/29	KRANZ, INC.	630-09-50101-393-000	8/10 PRODUCTS	566.80
			630-09-50101-393-000	9/10 PRODUCTS	96.44
				..... CHECK TOTAL	663.24
99068	9/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	9/30/10 CITY SAL	48,654.02
			110-00-21562-000-000	9/30/10 LIBRARY SAL	8,177.50
			110-00-21562-000-000	9/30/10 WATER SAL	7,877.50
				..... CHECK TOTAL	64,709.02
99069	9/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	9/30/10 CITY SAL	1,836.90
			110-00-21553-000-000	9/30/10 WATER SAL	530.66
				..... CHECK TOTAL	2,367.56
99070	9/29	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	8/10 10-123856 LAB	49.60
			110-02-52101-219-000	8/10 10-121938 LAB	49.60
			110-02-52101-219-000	8/10 10-122059 LAB	49.60
				..... CHECK TOTAL	148.80
99071	9/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	9/30/10 SAL DEDUCT	95,300.00
99072	9/29	KENOSHA COUNTY	110-01-51801-246-984	USED FURNITURE-ASSR	3,000.00
99073	9/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	9/30/10 H TOLBERT	201.27
99074	9/29	WE ENERGIES	403-11-50904-589-000	TRUCK WASH/NEW SRVC	8,141.28
99075	9/29	MAGID GLOVE & SAFETY	110-03-53116-389-000	GLOVES	1,134.72
99076	9/29	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	21 JUDGMENT DOCKETS	210.00
99077	9/29	PAYNE & DOLAN INC.	110-03-53103-355-000	8/10 ASPHALT MATERIA	840.35
99078	9/29	REINDERS INC.	630-09-50101-393-000	PARTS & SERVICE	365.61
			630-09-50101-393-000	9/10 #2939 PARTS & S	161.70
			630-09-50101-393-000	8/10 #2940 PARTS & S	9.27
				..... CHECK TOTAL	536.58
99079	9/29	KENOSHA WATER UTILITY	231-06-51610-259-000	#5156105 UTILITIES	32.48
			758-09-50103-259-850	7-8/10 WATER	18.50
				..... CHECK TOTAL	50.98

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99080	9/29	WEST GROUP	110-01-50301-322-000	8/10 ONLINE MATERIAL	986.25
			110-01-50301-322-000	8/10 ONLINE MATERIAL	715.65
			110-01-50301-322-000	8/10 ONLINE MATERIAL	248.75
				..... CHECK TOTAL	1,950.65
99081	9/29	INLAND DETROIT DIESEL	520-09-50106-341-000	TRANSYND TRANS FLUID	1,663.93
			520-09-50106-341-000	DIESEL EXHAUST FLUID	230.00
			630-09-50101-393-000	9/10 #2445 PARTS/MTL	54.64
			520-09-50106-341-000	DRUM DEPOSIT	50.00
				..... CHECK TOTAL	1,998.57
99082	9/29	TENUTA'S DELICATESSEN	110-01-50602-389-000	ADOPT A SPOT RCPTN	285.26
99083	9/29	CHASE BANK KENOSHA	110-00-21513-000-000	9/30/10 SAL DEDUCT	202,346.52
			110-00-21511-000-000	9/30/10 SAL DEDUCT	75,938.77
			110-00-21612-000-000	9/30/10 SAL DEDUCT	75,938.24
			110-00-21614-000-000	9/30/10 SAL DEDUCT	22,596.69
			110-00-21514-000-000	9/30/10 SAL DEDUCT	22,594.47
				..... CHECK TOTAL	399,414.69
99084	9/29	AT&T	110-02-52203-225-000	9/22-10/21 REPEATER	199.72
			110-02-52203-225-000	9/19-10/18 652-5506	106.69
			501-09-50105-225-000	9/19-10/18 652-2605	76.94
			110-03-53103-225-000	9/19-10/18 652-2605	76.94
			110-02-52110-225-000	9/10-10/09 657-3937	65.54
			521-09-50101-225-000	9/19-10/18 652-1332	65.04
			520-09-50301-225-000	9/19-10/18 652-6932	65.04
			110-02-52201-225-000	9/10-10/09 657-6133	33.13
			524-05-50101-227-000	9/10-10/09 657-3107	32.52
			521-09-50101-225-000	9/10-10/09 658-0870	32.52
			520-09-50301-225-000	9/18-10/18 652-5104	32.52
			110-01-51801-225-000	9/19-10/18 652-4112	32.52
				..... CHECK TOTAL	819.12
99085	9/29	THREE T'S TRUCKING INC	461-11-51001-581-000	HAUL-4902 37TH AVE	1,579.75
99086	9/29	JOE'S CARPET SERVICE	110-05-55109-219-000	9/10 CARPET CLEANING	200.00
99087	9/29	OFFICEMAX	110-02-52201-311-000	8/10 FD #1597 OFFICE	638.59
			110-01-51801-246-984	9/10 AS #1605 MOVE	390.32
			520-09-50401-311-000	9/10 TD #1603 OFFICE	295.07
			110-02-52201-311-000	9/10 FD #1597 OFFICE	57.55
			110-01-52001-311-000	8/10 MC #1585 OFFICE	52.77
			631-09-50101-311-000	9/10 PW #1596 OFFICE	9.45
				..... CHECK TOTAL	1,443.75

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99088	9/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	9/30/10 SAL DEDUCT	4,150.00
99089	9/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	9/30/10 SAL DEDUCT	10,650.75
99090	9/29	PAT'S SERVICES, INC.	110-05-55108-282-000	8/10 SIMMONS PORTABL	455.00
			110-05-55108-282-000	8/10 NASH PORTABLE T	80.00
			110-05-55108-282-000	8/10 WASH #2 PORTABL	56.76
				..... CHECK TOTAL	591.76
99091	9/29	RC ELECTRONICS	520-09-50201-231-000	SERVICE CALL	47.50
99092	9/29	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000	7/10 ST PUMP RPR	75.00
			501-09-50105-235-000	8/10 ST REPAIR TOOLS	57.85
			501-09-50105-361-000	9/10 ST TOOLS AND SU	17.61
				..... CHECK TOTAL	150.46
99093	9/29	HOLLAND SUPPLY, INC.	110-02-52203-344-000	8/10 FD-HYDRAULIC FT	78.90
			630-09-50101-393-000	9/10 CE-HYDRAULIC FT	72.64
			110-02-52203-344-000	9/10 FD ENG#3 HYDRL	24.92
				..... CHECK TOTAL	176.46
99094	9/29	KPSOA	110-00-21552-000-000	9/30/10 SAL DEDUCT	875.00
99095	9/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	9/30/10 SAL DEDUCT	8,083.92
99096	9/29	LOCAL 168	110-00-21551-000-000	9/30/10 SAL DEDUCT	59.00
99097	9/29	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	9/10 MERCHANDISE	545.00
			501-09-50105-355-000	8/10 MERCHANDISE	545.00
				..... CHECK TOTAL	1,090.00
99098	9/29	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	9/10 FD PARTS/MATERI	310.00
99099	9/29	MG TRUST COMPANY	761-09-50101-151-000	9/10 PIRO/RIMJUS	278.71
			761-00-21599-000-000	9/10 PIRO/RIMJUS	278.71
				..... CHECK TOTAL	557.42
99100	9/29	MESSERLI & KRAMER P.A.	110-00-21581-000-000	9/30/10 A PAURA	58.04
99101	9/29	MISDU	110-00-21581-000-000	9/30/10 J JANDRON	43.16

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99102	9/29	SAM'S CLUB	524-05-50101-397-000	8/10 MERCHANDISE	301.72
99103	9/29	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	9/10 TIRE RECYCLING	1,726.95
99104	9/29	PAUL CONWAY SHIELDS	110-02-52206-367-000	8/10 TURNOUT GEAR	28.63
99105	9/29	LAKESIDE TITLE & CLOSING SRV	267-06-51610-259-000	#5167623 2ND MTG	28,415.00
99106	9/29	HILLSIDE TRUE VALUE	110-03-53113-353-000	8/10 ST-MISC. SUPPLI	89.82
			501-09-50105-344-000	8/10 SW-MISC. SUPPLI	21.84
			110-05-55109-344-000	8/10 PA-MISC. SUPPLI	8.99
			110-03-53116-382-000	8/10 WA-MISC. SUPPLI	7.19
			110-02-52203-246-000	8/10 FD-MISC. SUPPLI	1.99
				..... CHECK TOTAL	129.83
99107	9/29	US CELLULAR	110-02-52601-226-000	9/10 DH-CELL AIRTIME	217.33
			110-05-55109-226-000	9/10 PA-CELL AIRTIME	119.07
			110-01-51801-226-000	9/10 MB-CELL AIRTIME	102.76
			110-05-55102-226-000	9/10 PA-CELL AIRTIME	53.91
			110-05-55101-226-000	9/10 PA-CELL AIRTIME	45.78
			501-09-50103-226-000	9/10 INTERNET CARD F	41.29
			110-02-52601-226-000	9/10 DH-CELL SERVICE	27.63
			110-05-55111-226-000	9/10 PA-CELL AIRTIME	10.37
			205-03-53118-226-000	9/10 WA-CELL SERVICE	6.14
			110-05-55109-226-000	9/10 PA-CELL SERVICE	6.14
			110-05-55101-226-000	9/10 PA-CELL SERVICE	6.14
			110-01-51801-226-000	9/10 MB-CELL SERVICE	6.14
			205-03-53118-226-000	9/10 WA-CELL AIRTIME	5.29
			110-05-55111-226-000	9/10 PA-CELL SERVICE	3.07
			110-05-55102-226-000	9/10 PA-CELL SERVICE	3.07
				..... CHECK TOTAL	654.13
99108	9/29	CLERK OF CIRCUIT COURT	110-01-50101-219-000	D. PLANTE	11.25
99109	9/29	TUPA CONCRETE, LLC	253-06-50440-259-000	#5163732 REHAB	1,700.00
99110	9/29	WASTE MANAGEMENT OF WI	110-03-53117-253-416	8/10 1272.99 TONS	25,217.91
			110-03-53117-253-416	8/10 WDNR TONNAG FEE	16,548.87
			110-03-53117-253-417	8/10 20 COMPCT PULLS	3,090.00
			110-03-53117-253-417	8/10 123.83 TONS	2,528.35
			501-09-50104-253-000	8/10 122.36 TONS	2,423.94
			110-03-53117-253-417	8/10 WDNR TONNAG FEE	1,609.66
			501-09-50104-253-000	8/10 WDNR TONNAG FEE	1,590.68
			110-03-53117-253-416	8/10 FUEL SURCHARGE	1,130.59
			110-03-53117-253-417	8/10 FUEL SURCHARGE	253.38
			110-03-53117-253-416	8/10 ENVIRO SURCHG	236.00
			501-09-50104-253-000	8/10 FUEL SURCHARGE	110.69
			110-03-53117-253-417	8/10 ENVIRO SURCHG	80.00
			501-09-50104-253-000	8/10 ENVIRO SURCHG	48.00
				..... CHECK TOTAL	54,868.07

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99111	9/29	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	8/10 AR SERVICE/PART	102.00
99112	9/29	MALSACK, J	758-09-50107-259-850	SECURE BACK DOOR	75.00
			758-09-50105-259-850	SECURE GARAGE	75.00
			285-06-51605-259-000	35162842 DEBRIS	71.25
			285-06-51605-259-000	#5158782 DEBRIS	71.25
			758-09-50105-259-850	8/10 GRASS	25.00
			758-09-50108-259-850	8/10 GRASS	23.00
			758-09-50107-259-850	8/10 GRASS	22.00
			758-09-50106-259-850	8/10 GRASS	22.00
				..... CHECK TOTAL	384.50
99113	9/29	KAR PRODUCTS	110-02-52203-344-000	9/10 FD-PARTS/SUPPLI	294.02
99114	9/29	REGISTER OF DEEDS	110-01-50101-321-000	RECORD ORD 66-10	30.00
99115	9/29	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	8/10 PARTS/MERCHANDI	25.00
99116	9/29	KENOSHA COUNTY TREASURER	110-00-21109-000-000	2009 RE TAX-AR PROP	8.29
99117	9/29	FASTENAL COMPANY	521-09-50101-341-000	9/10 AR TOOLS OR MAT	99.66
			110-05-55102-249-000	8/10 PW TOOLS OR MAT	99.20
			110-03-53103-344-000	9/10 ST TOOLS OR MAT	94.58
			110-03-53103-344-000	9/10 ST TOOLS OR MAT	75.93
			501-09-50104-344-000	9/10 SW TOOLS OR MAT	16.30
			110-03-53103-389-000	9/10 ST TOOLS OR MAT	14.54
				..... CHECK TOTAL	400.21
99118	9/29	LAKESIDE CLEANERS	110-02-52203-259-000	8/10 LAUNDRY SERVICE	1,453.10
99119	9/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	9/30/10 B MIFFLIN	419.00
			110-00-21581-000-000	9/30/10 P CHASE	300.00
			110-00-21581-000-000	9/30/10 H DARBY III	283.00
				..... CHECK TOTAL	1,002.00
99120	9/29	MENARDS (KENOSHA)	110-05-55102-244-000	8/10 PA MERCHANDISE	215.10
			110-05-55102-244-000	8/10 FIELD PAINT MER	215.10
			110-01-51801-246-984	8/10 FD REMODEL MERC	203.11
			110-01-51801-246-984	8/10 FD REMODEL MERC	196.00
			110-01-51801-246-984	8/10 FD REMODEL MER	196.00
			285-06-51605-259-000	#5162560 MATERIALS	175.33
			110-01-51801-246-984	8/10 FD REMODEL MERC	168.95
			110-05-55102-361-000	7/10 PA MERCHANDISE	110.14
			231-06-51612-259-000	#5158611 MATERIALS	94.75
			110-05-55109-389-000	8/10 PA MERCHANDISE	89.45
			110-05-55109-389-000	8/10 PA MERCHANDISE	75.30
			110-05-55109-249-000	7/10 PA MERCHANDISE	38.31
			521-09-50101-344-000	8/10 AR MERCHANDISE	35.58
			285-06-51605-259-000	#5162560 MATERIALS	19.37

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-389-000	8/10 PA MERCHANDISE	18.76
			285-06-51605-259-000	#5162560 MATERIALS	73.29CR
				..... CHECK TOTAL	1,777.96
99121	9/29	SUTPHEN CORPORATION	110-02-52203-344-000	8/10 PARTS/SERVICE	115.87
			110-02-52203-344-000	8/10 PARTS/SERVICE	112.00
			110-02-52203-344-000	8/10 PARTS/SERVICE	110.00
				..... CHECK TOTAL	337.87
99122	9/29	WIS SCTF	110-00-21581-000-000	9/30/10 SAL DEDUCT	7,863.23
99123	9/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/30/10 M RIVERA	278.00
99124	9/29	NEXTEL COMMUNICATIONS	110-02-52109-226-000	8/10 PHONE SERVICE	321.12
99125	9/29	GRAINGER	110-05-55102-249-000	8/10 PW-PARTS/MATRL	223.12
99126	9/29	TIME WARNER CABLE	110-01-51102-233-000	9/17-10/16 CITY HALL	239.95
99127	9/29	CMRS/PITNEY BOWES	110-01-51306-312-000	09/10 REPLENISH	5,000.00
99128	9/29	WHOLESALE DIRECT INC	630-09-50101-393-000	9/10 PARTS/MATERIAL	217.52
99129	9/29	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	2,905.56
			520-09-50201-347-000	RETURN-KINGPIN BRNG	36.64CR
			520-09-50201-347-000	RETURN-WARNING HORN	357.12CR
				..... CHECK TOTAL	2,511.80
99130	9/29	AZAR L.L.C.	110-09-56501-259-000	RAZING-7611 28TH AVE	6,798.00
99131	9/29	J D BENEFITS, INC	110-00-21517-000-000	9/16-30/10 DEDUCTS	2,125.92
99132	9/29	NORTHLAKE REMODELING, LLC	257-06-50449-259-000	#5165280 - SOFFIT	3,816.00
99133	9/29	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-264-000	10/26/10 PALS RECRT	100.00
99134	9/29	OSTHOFF RESORT	110-01-50301-263-000	MULLIGAN 11/11-12	99.00
			110-01-50301-263-000	RICHARDSON 11/11-12	99.00
				..... CHECK TOTAL	198.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
99135	9/29	ALLEN, DARLENE	110-09-56405-166-000	9/11-10/11/10 PPD	851.19
99136	9/29	RUFFOLO, MICHAEL	110-00-21581-000-000	9/30/10 H TOLBERT	201.23
99137	9/29	ATOUT, EIHAB	110-00-44809-000-000	ESCROW 6435 GB ROAD	7,000.00
99138	9/29	ANDERSON, HOWARD	110-00-21109-000-000	COURT PYMT V474506	30.03
99139	9/29	BUCHENBERGER, JEAN	110-00-21109-000-000	COURT PYMT V644023	25.20
99140	9/29	HINSMAN REALTY, INC	110-00-21109-000-000	SPEC ASSESS OVER	4.38
99141	9/29	GRONSKI, CHARLES	401-11-51004-586-000	SIDEWALK REPAIR	1,042.50
99142	9/29	HALF, WALTRAUD	401-11-51004-586-000	SIDEWALK REPAIR	567.88
99143	9/29	PRINCIPE, WILLIAM	401-11-51004-586-000	SIDEWALK REPAIR	1,624.00
99144	9/29	CHILDERS, JAMES & DORTHA	401-11-50712-581-000	ROW PROJECT	1,600.00
99145	9/29	DITZENBERGER, JEAN	110-01-51301-263-000	LUNCH-BUDGET MTGS	89.73
99146	9/29	MUTCHLER, VINCENT L.	110-09-56405-166-000	9/15-10/15/10 PPD	1,092.00
99147	9/29	BAUMANN, RICHARD H.	110-02-52601-261-000	8/10 744 MILES	372.00
99148	9/29	DESCHLER, STEVEN H.	110-09-56405-166-000	9/07-10/04/10 PPD	1,128.00
99149	9/29	HILLESLAND, RICHARD	110-02-52601-226-000	8/10 CELL PHONE	14.68
99150	9/29	PIORKOWSKI, RON	520-09-50301-262-000	9/14-17 SIOUX FALLS	289.80
			520-09-50301-263-000	9/14-17 SIOUX FALLS	276.40
				..... CHECK TOTAL	566.20
99151	9/29	KISSNER, ERICK R	110-01-51303-144-000	TUITION SUMMER 2010	468.00
99152	9/29	CEPRESS, TIMOTHY J	110-01-51303-144-000	TUITION SUMMER 2010	1,044.00

GRAND TOTAL FOR PERIOD ********** 3,532,525.56

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here

7009 0080 0002 2329 4602

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Mr. Joseph Covelli
4106 Lakeview Drive
Racine, WI 53403

PS Form 3800, August 20

CITY OF KENOSHA
Department of
City Clerk/Treasurer

ember 15, 2010

Mr. Joseph Covelli
4106 Lakeview Drive
Racine, WI 53403

Re: Trash & Debris Removal Special Assessment 2910-23rd Avenue, 07-222-24-489-010
Request to Rescind $230.00

Dear Mr. Covelli:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, September 20, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

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

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

Debra L. Salas
Deputy City Clerk/Treasurer

C: City Attorney
Scott Buck – Health Sanitarian
Rocco LaMacchia – Alderman - 5th District

COPY

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

Finance Committee
Resolution: 110-10
Trash and Debris Pick-up
Property Location: 2910 23rd Ave.
Parcel Number 07-222-24-489-010

To Whom It May Concern:

I am being charged $230 by the City of Kenosha for a Trash and Debris pickup at 2910 23rd Ave on June 2, 2010. I am writing to request that this charge be terminated. The reason for this request is because the Health Department was never successful in contacting me in regards to the violation.

The property in question – 2910 23rd Ave – is half of a duplex, and was being occupied by rentors. I was told by the rentors that they put various items on the curb and called the Kenosha Sanitation Department for a large pickup. I am assuming that before the Sanitation Department could come to the location, the Health Department was made aware of the items left on the curb.

When I received a bill for the Trash and Debis pickup, I called the Health Department, since I did not understand what the bill was for. The Health Department employee, Scott, explained to me that when the violation occurred, he called the phone number for the other half of the duplex – 2912 23rd Ave, owned by my Father, Emilio Covelli – in an attempt to make me aware of the violation.

Scott was unaware that the phone number had been disconnected. He left a message, but since the phone number was re-assigned to another residence, there was no way for me to receive the message. Because of this oversight, I was not made aware that the violation occurred until I received the bill.

I feel that I should not be charged for this service since I was not notified of the violation prior to the services rendered.

Joseph Covelli

Joseph Covelli
September 13, 2010

RECEIVED
SEP 13 2010
CITY OF KENOSHA
CITY CLERK-TREASURER

~~Form 2~~ ~~2c.~~
~~CITY~~ ~~CLERK~~ ~~2c.~~

CITY OF KENOSHA
OFFICE OF THE CITY TREASURER
625-52ND STREET – ROOM 105
KENOSHA WI 53140
SPECIAL ASSESSMENT BILL

EMILIO COVELLI
JOSEPH & KAREN L COVELLI
4106 LAKEVIEW DR
RACINE, WI 53403

BILLING DATE: 09/01/10

PARCEL NUMBER
07-222-24-489-010

PAYABLE TO CITY TREASURER ON OR BEFORE:
SEPTEMBER 30, 2010
WITHOUT INTEREST

FOR: RESOLUTION: 110-10
TRASH & DEBRIS

PROPERTY LOCATED AT:
02910 023 AV

LOTS 4 & 5 BLK 9 HOOD'S SUB
PT OF SE 1/4 SEC 24 T 2 R 22
DOC#1046775
DOC#1373187
DOC#1587681 TOD

PAY THIS AMOUNT
230.00

tax roll	amount	tax roll	amount
2010	235.75	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
TOTAL	235.75		

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

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.
CITY TREASURER-CITY OF KENOSHA

RECEIVED
SEP 13 2010
CITY OF KENOSHA
CITY CLERK-TREASURER

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT
THE KENOSHA COUNTY DIVISION OF HEALTH AT 262-605-6700

Zimbra dsalas@kenosha.org

± Font size -

Covelli 2910 23rd Ave

From : Scott Buck <Scott.Buck@kenoshacounty.org> Wed, Sep 15, 2010 03:29 PM

Subject : Covelli 2910 23rd Ave Council

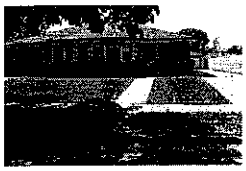
To : dsalas@kenosha.org 6 attachments

On 06/01/10 a complaint came in about a coffee table and 10 bags of garbage on the parkway in front of 2910 23rd Ave.

On 06/02/10 at 11:22 am, I inspected the property and found a large pile of miscellaneous household items and garbage piled on the curb. I posted a 24 hour notice on the house and attempted to contact the owner by phone at 652-1200. I got an answering machine and left a message for the owner letting them know that the notice had been posted, the trash needed to be removed within 24 hours and my name and phone number if they had any questions.

On 06-03-10, I had not heard back from the property owner. I re-inspected the property and found that the pile had not been removed. I called a contractor and at 3:13pm I had the contractor remove the pile.

The information in this e-mail message (including any information contained in attachments hereto) is intended only for use of the addressee. This e-mail message may contain confidential or privileged information. If you receive this e-mail message unintentionally, please notify the sender immediately and then delete this message. E-mail transmission is not guaranteed to be secured or error free. The sender is not liable for any errors or omissions in the content of this e-mail message, which may arise as a result of e-mail transmission. E-mails, text messages, and other electronic communications made or received in connection with the transaction of public business, the expenditure of public funds, or the administration of public property are subject to the Wisconsin Public Records Law.



2910 23ave 06-03-10 a.jpg
733 KB

2910 23ave 06-02-10 1.jpg
599 KB

2910 23ave 06-02-10 2.jpg
825 KB

2910
06/02/2010 11:22

06/02/2010 11:22

06/02/2010 11:22

06/03/2010 10:29

06/03/2010 15:03

06/03/2010 15:13

City of Kenosha
Office of the Treasurer
625 - 52nd Street, Rm. 105
Kenosha, WI 53140

September 07, 2010

Re: Special Assessment Bill
Parcel Number: 09-222-36-336-001
Property: 5501 36th Avenue
For: Trash & Debris (1-bag of leaves the city service failed to pick up)

To Whom it May Concern:

Mr. and Mrs. Visocnik are respectfully contesting the Special Assessment Bill referenced above based on the following:

Mr. and Mrs. Visocnik, who have recently moved to Kenosha from Illinois, placed one bag of leaves in a green biodegradable bag on the curb near their driveway on May 11th. The City's service personnel failed to pick up the bag of leaves. Being new to the City, and not knowing how the pick-up service worked, the bag was moved and placed on the front curb of the property the following week, as they have a corner lot. At this time they noted that other neighbors also had bags of leaves out front in the very same green biodegradable bags. Again, for a second week, Mr. and Mrs. Visocnik's bag of leaves was not picked up by the City's staff. The same situation occurred on the third week, May 25th. As a result, the bag of leaves remained on the curb waiting to be pick-up for another two to three weeks. It was at this time a notice to remove the leaves was attached to their front door; however, they were unavailable to remove the bag in the very short time provided (24hrs).

It is unknown why the City of Kenosha's service staff failed to pick up the Visocnik's (1) bag of leaves on three different occasions during the month of May when yard-waste collection is provided. The family is very disappointed in how the situation was handled and the fashion in which they were asked to remove the leaves. The family maintains a well cared for piece of property and has improved its value by adding new landscaping, flower beds and new fencing.

Mr. and Mrs. Visocnik request the Special Assessment Bill, in the amount of $133.25 be dropped on the basis that the City of Kenosha failed to perform satisfactory yard-waste removal.

Please contact Mrs. Darcey Visocnik with regards to this matter per the number listed below.

Respectfully,

Chris and Darcey Visocnik
Ph# 847-650-9874

Zimbra dsalas@kenosha.org

± Font size -

RE: Trash & Debris Removal Request to Rescind

From : Scott Buck <Scott.Buck@kenoshacounty.org> Fri, Oct 01, 2010 03:25 PM

Subject : RE: Trash & Debris Removal Request to Rescind 4 attachments

To : Debbie Salas <dsalas@kenosha.org>

Hi Deb. Here is what I have on this one.

On 06/24/2010, at 11:55 am, I went to 5501 36th ave and saw a biodegradable bag of yard waste on the parkway that had been sitting there for some time because the bag was starting to deteriorate. I posted a 24 hr notice on the front door of the house and was not able to notify the owners by phone because they had no number listed.

On 06/25/2010, at 2:57 pm, I returned to the residence to find the notice removed from the front door and the bag of yard waste was still in the same place as the day before. I had Jerry Malsack remove the bag from the property.

Pictures enclosed.

Thanks,
Scott

From: Debbie Salas [mailto:dsalas@kenosha.org]
Sent: Friday, October 01, 2010 2:18 PM
To: Scott Buck
Cc: Anthony Nudo
Subject: Trash & Debris Removal Request to Rescind

Hi Scott,

We received the attached request to rescind a trash & debris special assessment. I will put this on the 10/18 Finance & Common Council agendas. Please provide any information you can regarding this charge.

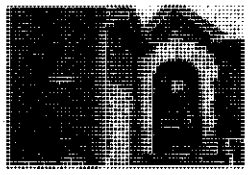
Thanks,

-Deb
Debra L. Salas, WCMC
Deputy City Clerk-Treasurer
City of Kenosha
625 - 52nd Street, Room 105, Kenosha, WI 53140
dsalas@kenosha.org
262-653-4026

The information in this e-mail message (including any information contained in attachments hereto) is intended only for use of the addressee. This e-mail message may contain confidential or privileged information. If you receive this e-mail message unintentionally, please notify the sender immediately and then delete this message. E-mail transmission is not guaranteed to be secured or error free. The sender is not liable for any errors or omissions in the content of this e-mail message, which may arise as a result of e-mail transmission. E-mails, text messages, and other electronic communications made or received in

connection with the transaction of public business, the expenditure of public funds, or the administration of public property are subject to the Wisconsin Public Records Law.

5501 36ave 06-25-10 b.jpg
901 KB



5501 36ave 06-24-10 1.jpg
710 KB

5501 36ave 06-24-10 2.jpg
894 KB

5501 36ave 06-25-10 a.jpg
929 KB

2010 CITY OF KENOSHA Garbage – Yardwaste – Recycling

JANUARY						
S	M	T	W	T	F	S
					(1)	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	(31)					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	(6)	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	(25)	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Collection of all recyclables for residences in Route A

Collection of all recyclables for residences in Route B

Yardwaste collection

Collections will be delayed by one day that week after the holiday

GARBAGE WILL BE PICKED UP EVERY WEEK ON YOUR REGULAR COLLECTION DAY.

Jot down your recyclables
Route A or B ____

SEE REVERSE SIDE

Zimbra dsalas@kenosha.org

± Font size -

Request to Rescind Trash & Debris Removal Special Assessment - 5501-36th Avenue

From : Debbie Salas <dsalas@kenosha.org> Tue, Oct 05, 2010 08:54 AM

Subject : Request to Rescind Trash & Debris Removal Special Assessment - 5501-36th Avenue

To : Ron Bursek <rbursek@kenosha.org>, Jan Schroeder <jschroeder@kenosha.org>

Good Morning,

Mr. & Mrs. Visocnik, property owners of 5501-36th Avenue have requested that a special assessment for trash & debris removal be rescinded. Their request will be on the Finance Committee/Common Council agendas on October 18.

I've attached their letter, and an email from Scott Buck, Health Sanitarian. They are claiming to bave placed the bag of leaves on the curb on May 11th. They also claim that it was not picked up during the yard waste collection period. The Health Department had the bag removed on June 25th.

Is there any information you can provide to assist the Finance Committee in making a recommendation on this request?

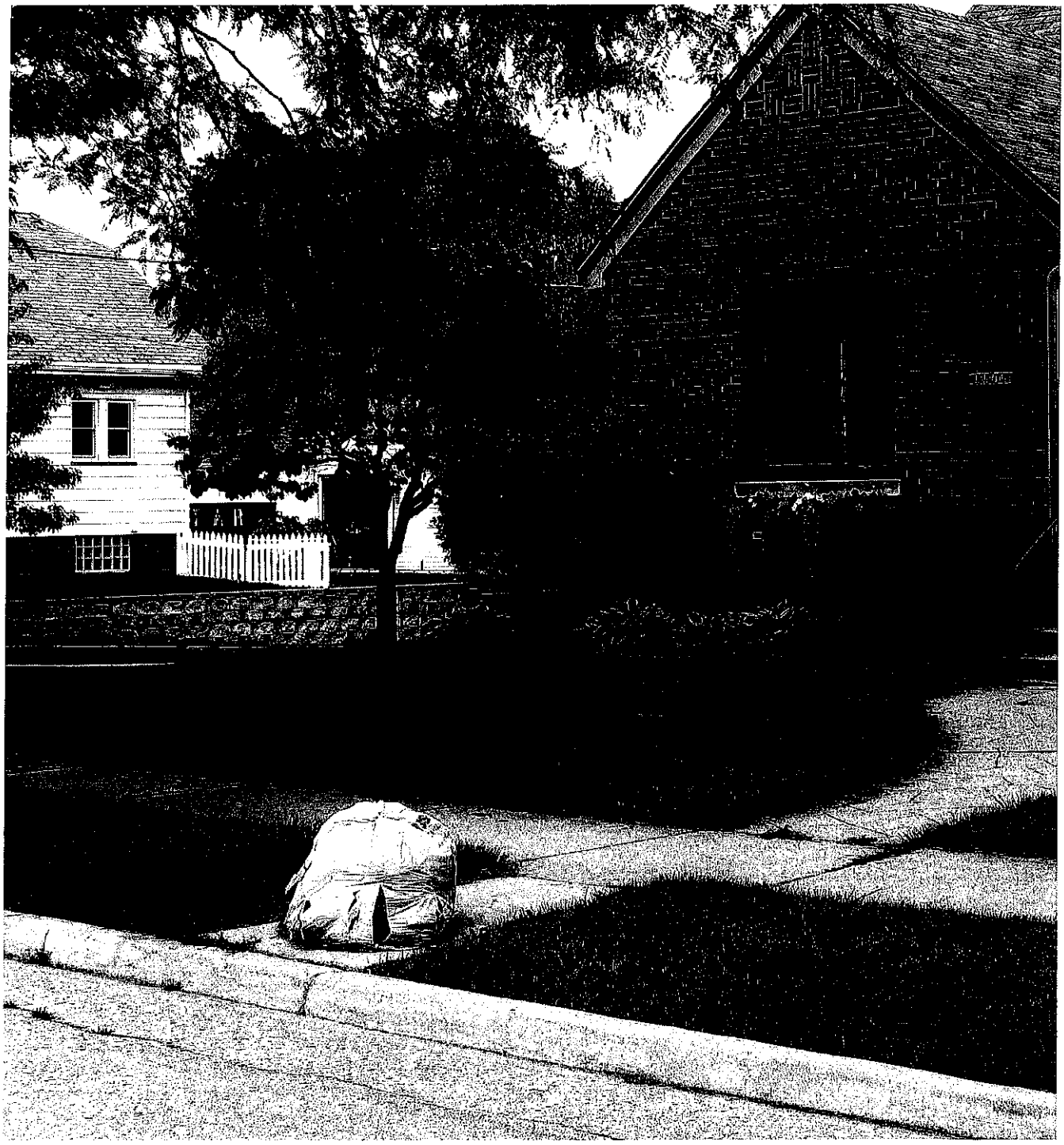
Thank you,

-Deb

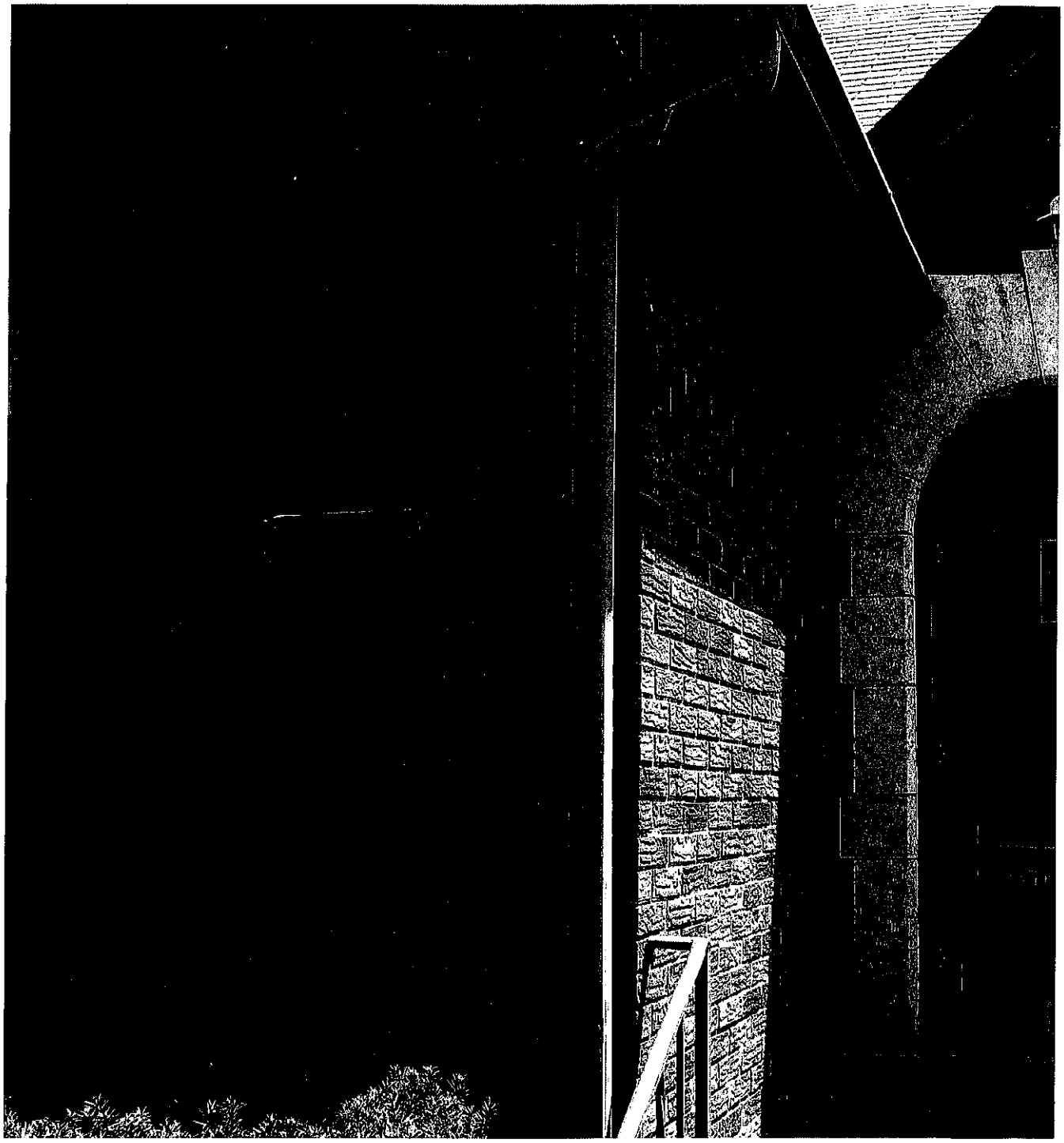
Debra L. Salas, WCMC
Deputy City Clerk-Treasurer
City of Kenosha
625 - 52nd Street, Room 105, Kenosha, WI 53140
dsalas@kenosha.org
262-653-4026

Zimbra

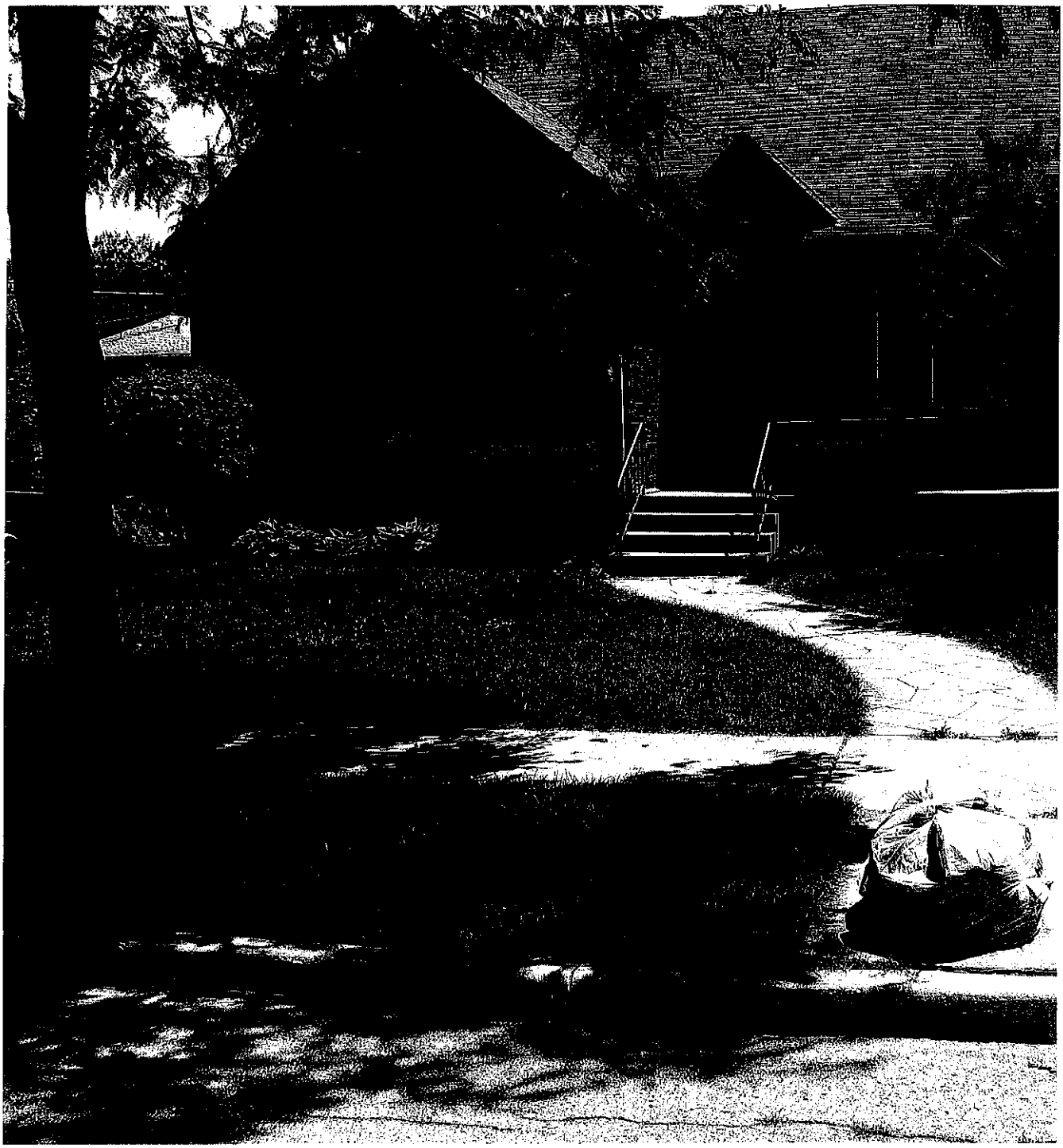
5501 36ave 06-25-10 b.jpg



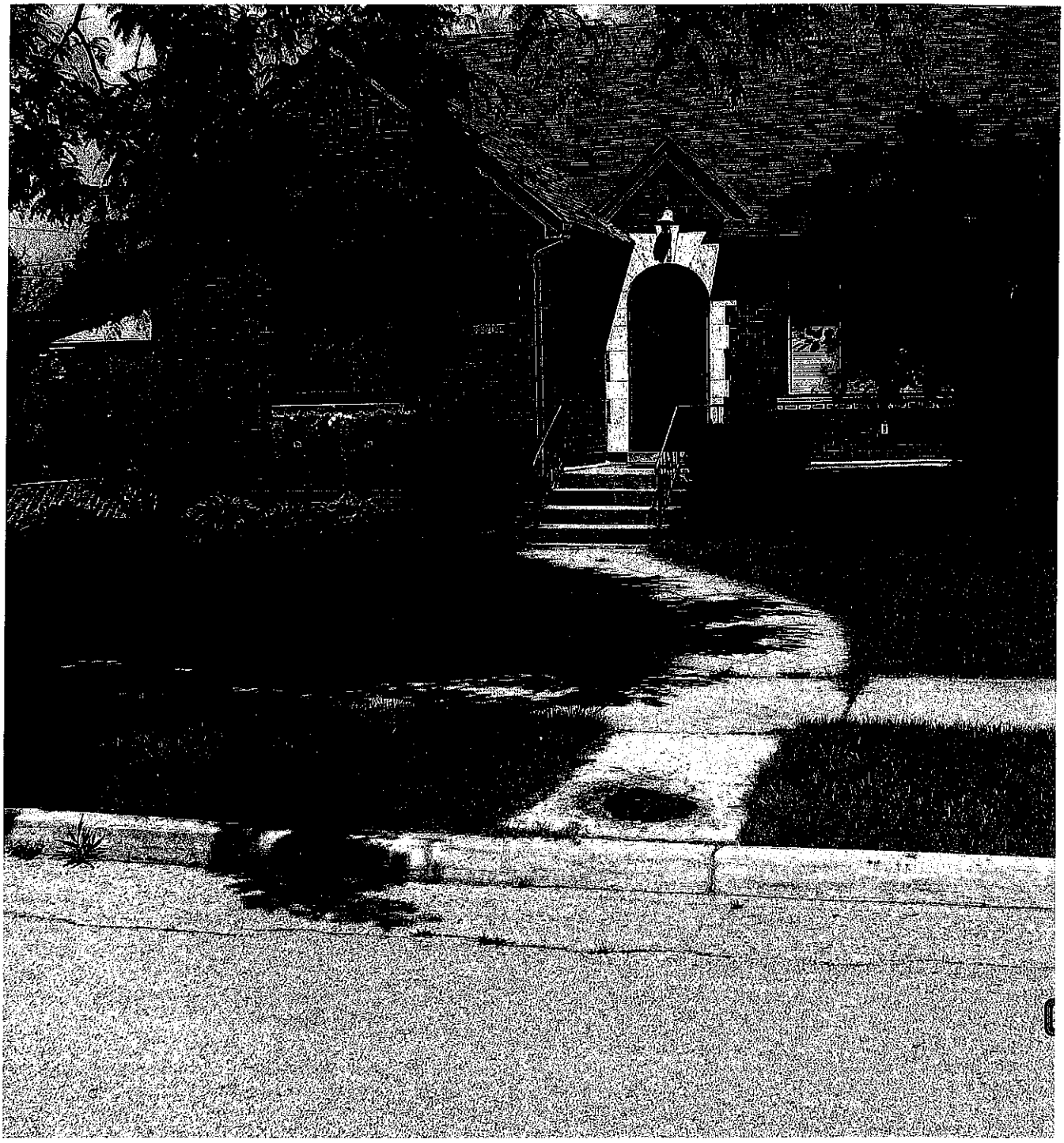
5501 36ave 06-24-10 1.jpg



5501 36ave 06-24-10 2.jpg



5501 36ave 06-25-10 a.jpg



Michael K. Higgins
City Clerk – Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer

CITY OF KENOSHA
Department of
City Clerk/Treasurer

October 4, 2010

CERTIFIED DELIVERY

Chris & Darcey Visocnik
5501-36th Avenue
Kenosha, Wisconsin 53144

Re: Trash & Debris Removal Special Assessment 5501-36th Avenue, 09-222-36-336-001
Request to Rescind $130.00

Dear Mr. & Mrs. Visocnik:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, October 18, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

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

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

Debra L. Salas
Deputy City Clerk/Treasurer

C: City Attorney
Scott Buck – Health Sanitarian
Anthony Nudo – Alderman - 11th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chris & Darcey Visocnik
5501-36th Avenue
Kenosha, Wisconsin 53144

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery 10/5/10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt ~~for Merchandise~~
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 0080 0002 2323 6626

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission***	***Action Sheet***	September 23, 2010

2011 Community Development Block Grant (CDBG) Fund Allocation Plan.

ACTION TAKEN	***AYES***	***NOES***	***ABSTAIN***
APPROVE	6	0	—
DENY			
RECEIVE AND FILE			

FORWARD TO	***MEETING DATE***	***INFO FORWARDED***
COMMON COUNCIL	10/04/10	
FINANCE	10/04/10	
LEGAL		
PUBLIC WORKS		
PARKS		
PUBLIC SAFETY & WELFARE		
WATER UTILITY		

Rich Schroeder
Assistant City Planner

1CPC/2010/Sep-23/action-cdbg-allocplan

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	**Kenosha City Plan Commission** **FACT SHEET**	September 23, 2010	Item
2011 Community Development Block Grant (CDBG) Fund Allocation Plan. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Finance Committee on October 4, 2010 with final approval by the Common Council on October 4, 2010.

ANALYSIS:

- After conducting a public hearing on July 13, 2010 and September 15, 2010, the CDBG Committee recommended approval of the 2011 Fund Allocation Plan.
- The Plan provides guidance on the funding categories, the evaluation criteria, funding allocation, reprogramming of funds, timeliness and other areas of interest to applicants.
- The following percentages for the 2011 program year were approved as part of the Fund Allocation Plan:
  - Public Service.....15%
  - Planning and Management.....20%
  - Housing, Neighborhood Improvement/Economic Development.....65%
- The 2011 CDBG Allocation Plan was approved by the CDBG Committee and will be used to allocate CDBG funds for the 2011 CDBG Program. The Allocation Plan is a requirement of the Department of Housing and Urban Development for the allocation of CDBG funds.

RECOMMENDATION:

A recommendation is made to approve the 2011 CDBG Fund Allocation Plan.

Anthony Geliche, Community Development Specialist

Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/csusans/CPC/2010/Sept 23 Mtg/fact-cdbg-allocplan.odt

Community Development Block Grant
Fund Allocation Plan
2011

I. INTRODUCTION

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year 2011.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

II. FUNDING CATEGORIES

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/ Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

PUBLIC SERVICE

- Project/Program Delivery Costs
- Equipment to Support Program Services

HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT

- Housing Rehabilitation
- Code Enforcement Programs
- New Housing Construction
- Historic Preservation
- Neighborhood Projects
- Public Improvements
- Facility Improvements
- Revolving Loan Fund
- Revolving Business Loan programs

- Job Creation for Low/Moderate Income Benefit
- Commercial Revitalization

PLANNING / MANAGEMENT

- CDBG Implementation
- Comprehensive Planning
- Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- benefiting low and moderate income persons,
- addressing slums or blight,
- meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

III. EVALUATION CRITERIA

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

PUBLIC SERVICE PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Service Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Agency Plan
- Local Neighborhood Strategies

Benefit

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- 51% of the persons directly benefiting are from low-to-moderate income households, or
- 51% of the persons residing in the area being served are low-to-moderate income

Project Type

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- the project is a new project, or
- the project is a quantifiable increase in a service already being provided

Leveraging

To be considered for funding as a Public Service Project, the proposal must demonstrate

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Measurable Outcomes

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

HOUSING PROJECTS

Proposals must be either a Single Family Project or a Multi-Family Project.

Single Family Project

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- acquisition/rehabilitation
- demolition
- new construction

Multi-Family Project

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- acquisition/rehabilitation of two or more unit dwellings
- need to be structures that were built as multi-family dwellings
- construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

Plan Consistency

To be considered for funding as a Housing Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

Benefit

To be considered for funding as a Housing Project, the proposal must benefit:

- 100% low-to-moderate income households for single family projects
- 51% low-to-moderate income households for multi-family projects

Leveraging

To be considered for funding as a Housing Project, the proposal must demonstrate:

- leveraging of funds (private, bank, HOME, HRCI, etc.)
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

PUBLIC IMPROVEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Improvement Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Local Neighborhood Strategies

Benefit

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- 51% low-to-moderate income households, or
- eliminate slums or blight

Leveraging

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

FACILITY PROJECTS

Funds received (over $1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-profit entity.

Proposals must address the following:

Plan Consistency

To be considered for funding as a Facility Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

Benefit

To be considered fur funding as a Facility Project:

- the Agency must serve 51% low-to-moderate income persons, or
- the Project must eliminate slums or blight

Leveraging

To be considered for funding as a Facility Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- the Project will enhance the services provided by the applicant
- effect or relationship of the project to programming
- the Project is necessary to address conditions detrimental to public health and safety

Location

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

ECONOMIC DEVELOPMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as an Economic Development Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

Benefit

To be considered for funding as an Economic Development Project, the proposal must benefit:

- 51% low-to-moderate income persons through job creation or retention activities, or
- eliminate slums or blight

Leveraging

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project is necessary to address conditions detrimental to public health and safety

Measurable Outcomes

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

PLANNING / MANAGEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Planning/Management Project, the proposal must be contained in one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan

Benefit

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

Leveraging

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project will enhance or relate to the Agency's long term programming

IV. FUNDING ALLOCATION FOR 2011 (based on a $1,163,093 allocation)

The categorical percentages established for the CDBG Program during 2011 are listed below:

Program Category	Percentage of Total Program
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2011, reductions will be made across the board. If there is an increase in CDBG funds received for the year 2011, these funds will be allocated based on applications on file.

Priority

Priority will be given to proposals that address the following:

- Youth and/or job creation
- Downtown as an Area
- Emergency Services (food, shelter)
- Public Safety for low-to-moderate income neighborhoods (as defined by census tract and block groups)

(While priority will be given to the above, proposals that do not address these priorities will still be accepted.)

V. REPROGRAMMING OF FUNDS

All funds available for reprogramming during the 2011 program year are designated to be reprogrammed by the CDBG Committee using the percentages listed in Section IV utilizing an RFP process as determined by the CDBG Committee.

VI. TIMELINESS

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

VII. FUNDING REQUESTS

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

VIII. INELIGIBLE ACTIVITIES

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

IX. LIENS

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/csusans/GELICHE/CDBG/2011PY/2011 AllocationPlan.odt