

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, October 19, 2015
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held October 5, 2015. **Pgs. 1-4**
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

- A.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 ss. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Pav Properties, LLC). (District 6)
- A.2. Zoning Ordinance by the Mayor - To Rezone property at 1326 35th Street from M-2 Heavy Manufacturing District to B-2 Community Business District (in conformance with Section 10.02 of the Zoning Ordinance) (Pav Properties, LLC). (District 6)

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. 17 Operator's (Bartender's) licenses.
 - b. 0 Transfer of Agent Status of Beer and/or Liquor license(s).
 - c. 2 Temporary Class "B" Beer and/or "Class B" Wine license(s).
 - d. 0 Taxi Driver License(s). **Pg. 5**
- B.2. Special Exception Request from Bernard Manske to Install a Three-foot (3') Tall Privacy Fence in the Front Yard at 7324 31st Avenue (Parcel #01-122-01-389-009) (Zoning: RS-3). (District 8) (Deferred 10/05/15) **PUBLIC HEARING Pgs. 6-17**
- B.3. Conditional Use Permit for a Distribution Facility to be located at the Northwest Corner of 38th Street and the West Frontage Road (ULINE Distribution Facility). (District 16) (CP - recommendation pending) **Pgs. 18-67**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender's) licenses subject to:
- **10 demerit points:**
a. Jessica Beutner
b. Christopher Wolf
c. Angela Heitzenrater
- **20 demerit points:**
d. Antonia Loyola
e. Brock Tyler-Bennett
- **30 demerit points:**
f. Heidi Reau
- **40 demerit points:**
g. Joseph Pucci
- **50 demerit points:**
h. Sarah Thies
- **70 demerit points:**
i. Nicole Prostko
- **80 demerit points:**
j. Joy Hulse
(L/P - Ayes 3, Noes 0) **HEARING Pgs. 68-77**
- C.2. Deny application of Peter Brayton for a new Operator's (Bartender's) license based on material police record and false application. (L/P - Ayes 4, Noes 0) **HEARING Pgs. 78-80**
- C.3. Deny application of Samantha Parks for a new Operator's (Bartender's) license. (L/P - Ayes 4, Noes 0) **HEARING Pg. 81**
- C.4. Deny application of Westtown of Kenosha, Inc. (Hani Ali, Agent) for a "Class A" Liquor License located at 4222 Sheridan Road (Westtown 3), based on public safety and welfare and detriment to the neighborhood. (District 1) (L/P - Ayes 3, Noes 1) **HEARING Pgs. 82-95**
- C.5. Approve application for Successor of Agent status of the Class "A" Beer/"Class A" Liquor License located at 2811 18th Street (Pick 'n Save #6871), from Alma Ruiz to Peter Schmidt, subject to 75 demerit points. (District 4) (L/P - Ayes 4, Noes 0) **HEARING Pgs.96-97**
- C.6. Approve application for Successor of Agent status of the Class "A" Beer/"Class A" Liquor License located at 3805 80th Street (Walgreens #03617), from Robert Hilber to Aaron Matthews, subject to 80 demerit points. (District 14) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 98-99**

- C.7. Approve application of The Woman's Club of Kenosha for a Public Entertainment License on October 24, 2015, located at 6028 8th Avenue (GFWC Woman's Club of Kenosha), with no adverse recommendations. (District 2) (L/P - Ayes 4, Noes 0)
HEARING Pg. 100
- C.8. Approve applications of Naster, Inc. (Nasser Museitif, Agent) for Daily Cabaret Licenses on October 24 and November 28, 2015, located at 3221 60th Street (Our Kenosha Tap), with no adverse recommendations. (District 3) (L/P - Ayes 4, Noes 0)
HEARING Pgs. 101-104
- C.9. Approve application of Swedish American Club (Sala Musaitef, Agent) for a Yearly Cabaret License located at 7002 30th Avenue (Swedish American Club), with no adverse recommendations. (District 8) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 105-106**
- D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

E. ORDINANCES 1st READING

- E.1. Ordinance by Alderperson Patrick Juliana – To Repeal and Recreate Subparagraph 10.03 C.2. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation. (L/P - Ayes 4, Noes 0) **Pg. 107**
- E.2. Proposed Ordinance by Alderperson Patrick Juliana – To Repeal Subparagraphs 10.03 D.2.; to Repeal and Recreate Subparagraph 10.03 D.3.; and to Renumber Subparagraphs 10.03 D.3.-D.6. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation for Retail "Class A" Liquor Licenses. (L/P - Ayes 4, Noes 0) **Pg. 108**
- E.3. Ordinance 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 (CTH N - 38th Street ROW). (District 16) **Pgs. 109-114**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. Ordinance by Alderperson Bob Johnson; Co-Sponsors: Alderpersons Curt Wilson and Keith W. Rosenberg - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for the Use of City Parks. (Park Comm. - as amended - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 115-119**

- G.2. Ordinance by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Dave Paff, Scott N. Gordon, Bob Johnson, Patrick A. Juliana, Keith W. Rosenberg, Jack Rose and Kurt Wicklund - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code. (PSW - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 120-128**
- G.3. Ordinance by Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event. (LP-as amended - Ayes 4, Noes 0) (Deferred 09/21/15 and 10/05/15) **PUBLIC HEARING Pgs. 129-137**

H. ZONING ORDINANCES 2nd READING

- H.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 qq. (of the Zoning Ordinance) to Amend the Land Use Plan for the City of Kenosha: 2035 (Shalom Center). (District 3) (CP - Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 138-140**
- H.2. Zoning Ordinance by the Mayor - To Rezone property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance) (Shalom Center). (District 3) (CP - Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 141-150**
- H.3. Zoning Ordinance by the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District (Keno Wells, LLC). (District 2) (CP - Ayes 6, Noes 0) **PUBLIC HEARING Pgs. 151-170**

I. RESOLUTIONS

- I.1. Resolution by Committee on Public Safety and Welfare - Resolution to Rescind Resolution 16-09 and to Designate as "No Parking, Standing or Stopping from 7:00 am to 4:30 pm on School Days" the North Side of 67th Street in Front of Stocker Elementary School. (District 16) (PSW - Ayes 4, Noes 0) **Pg. 171**
- I.2. Resolution by Alderperson David F. Bogdala - Resolution to Establish Guidelines for City Contributions for Recreational or Civic Events Held in the Parks. (Fin. - recommendation pending) **Pgs. 172-174**
- I.3. Resolution by Alderperson Curt Wilson; Co-Sponsor Alderperson Dave Paff - Resolution to Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Include a Permit Fee for Vacant Single-Family Residential Buildings. (PSW - Ayes 5, Noes 0; Fin. - recommendation pending) **Pg. 175**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Reappointments to the Mayor's Youth Commission for a term to expire November 1, 2017:
- a. Katie J. Pollock (9002 Sheridan Road, Kenosha)
 - b. Jaclyn Schmit (11102 4th Avenue, Pleasant Prairie)
 - c. Officer Jeffrey Wamboldt (1010-56th Street, Kenosha) **Pg. 176**
- J.2. Appointments to the Commission on the Arts for a term to expire November 1, 2017:
- a. Amy Greil (34118 Washington Avenue, Burlington)
 - b. Tom S. Targos (21934 121st Street, Bristol)
 - c. Lesley Walker (420 Romaine Avenue, Racine) **Pgs. 177-179**
- J.3. Appointment of Marty Hutchings (4826 28th Avenue, Kenosha) to the Transit Commission for a term to expire June 7, 2018. **Pg. 180**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Approve Lease Renewal Agreement between the City of Kenosha, Wisconsin, and Hangar 4000, LLC #10250. (District 16) (Airport Comm. - Ayes 4 - Noes 0; Fin. - recommendation pending) **Pgs. 181-202**
- L.2. Approval of Short Sale Offer for property at 1827 61st Street (TID Loan). (District 3) (Fin. - recommendation pending) **Pgs. 203-228**
- L.3. Option to Purchase Real Estate By and Between Dustin Harpe, an Individual, and The City of Kenosha, a Wisconsin Municipal Corporation (Parcel No. 80-4-222-294-0110; Property Address: 9407 38th Street, Somers). (Fin. - recommendation pending) **Pgs. 229-238**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Request from John Thomey, Kenosha Heating & Cooling, to Rescind Penalty Fees in the Amount of \$7,440.00 for Work Performed Prior to Obtaining an HVAC Permit at 5815 5th Avenue (5th Avenue Lofts) (Parcel # 12-223-31-487-001). (District 2) (Fin. - recommendation pending) **HEARING Pgs. 239-246**
- M.2. Request from Debra Russo-Dosemagen to Rescind a Reinspection Fee in the Amount of \$72.00 for a Property Maintenance Reinspection Fee for No Work Done at 4018 8th Avenue (Parcel #11-223-30-435-028). (District #1) (Fin. - recommendation pending) **HEARING Pgs. 247-254**
- M.3. Disbursement Record #18 - \$5,365,742.29. (Fin. - recommendation pending) **Pgs. 255-299**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

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

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,
PLEASE CALL 653-4020 BEFORE THIS MEETING

web site: www.kenosha.org

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 5, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

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

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

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

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

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

It was moved by Alderperson Michalski, seconded by Alderperson Gordon, to approve the minutes of the meeting held September 21, 2015. Alderperson Bogdala indicated that he would like the minutes of September 21, 2015 to reflect that he was excused from the meeting.

Motion carried unanimously.

Mayor Bosman then gave a presentation regarding the annual operating budget for the City of Kenosha.

8 citizens spoke during Citizen's Comments: Spriggie Hensley, Richard Charette, Deborah Szalkiewicz, Virginia Hoekstra, Randy Huston, Tammy Conforti, Brandon Manske, and Louis Rugani.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

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

TO THE PUBLIC WORKS COMMITTEE

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

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

- a. 23 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. 1 application for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. 2 applications for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no applications for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Gordon, seconded by Alderperson Prozanski to defer for two weeks Special Exception Request from Bernard Manske to Install a Three-foot (3') Tall Privacy Fence in the Front Yard at 7324 31st Avenue (Parcel #01-122-01-389-009) (Zoning: RS-3). A public hearing was held. Michael Sebena spoke. On a voice vote, motion carried.

B.3. It was moved by Alderperson Paff, seconded by Alderperson Prozanski to receive and file Report from the Second Fire Department Utilization Report Analysis Commission. On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Wilson, seconded by Alderperson Rose, to approve application of Sir Arthur's Tavern-Camelot Catering, LLC (Sir Arthur's Beer Gardens) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 3501 14th Avenue, on October 10, 2015, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.2. It was moved by Alderperson Juliana, seconded by Alderperson Paff to approve application of Traci Peterson (Hatrix) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor license located at 2425 60th Street, on October 10, 2015, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

At this time Alderpersons Johnson and Jenkins briefly stepped away from the meeting.

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

E.1. Ordinance by Alderperson Bob Johnson; Co-Sponsor: Alderpersons Curt Wilson and Alderperson Rosenberg - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for the Use of City Parks.

On a voice vote, motion carried.

E.2. Ordinance by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Dave Paff, Scott N. Gordon,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 5, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Bob Johnson, Patrick A. Juliana, Keith W. Rosenberg, Jack Rose and Kurt Wicklund - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code.

On a voice vote, motion carried with Alderpersons Johnson and Jenkins not present for the vote.

F. ZONING ORDINANCES 1ST READING

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

F.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 qq. (of the Zoning Ordinance) to Amend the Land Use Plan for the City of Kenosha: 2035.

F.2. Zoning Ordinance by the Mayor - To Rezone property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance).

On a voice vote, motion carried.

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

On a voice vote, motion carried with Alderpersons Johnson and Jenkins not present for the vote.

G. ORDINANCES 2ND READING

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

G.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to adopt Ordinance 31-15.

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

On roll call vote, motion carried unanimously with Alderpersons Johnson and Jenkins not present for the vote and said ordinance was thereupon adopted:

Ordinance 31-15

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

Approved: Keith G. Bosman, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: October 5, 2015

Published: October 9, 2015

G.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to adopt Ordinance 32-15.

A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously with Alderpersons Johnson and Jenkins not present for the vote and said ordinance was thereupon adopted:

Ordinance 32-15

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

Approved: Keith G. Bosman, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: October 5, 2015

Published: October 9, 2015

At this time Alderperson Johnson returned to the meeting.

G.3. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana to defer for two weeks Ordinance by Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event. On a voice vote, motion carried with Alderperson Jenkins not present for the vote.

At this time Alderperson Jenkins returned to the meeting.

G.4. It was moved by Alderperson Johnson, seconded by Alderperson Rosenberg to deny Ordinance by Alderperson David F. Bogdala; Co-Sponsor: Alderperson Patrick Juliana - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for use of City Parks.

A public hearing was held. No one spoke for or against said ordinance. There was much discussion. On roll call vote, motion carried (9-6) with Alderpersons Bostrom, Bogdala, Jenkins, Michalski, Ruffolo, and Juliana voting nay.

H. ZONING ORDINANCES 2ND READING

I. RESOLUTIONS

At this time Alderperson Kennedy briefly stepped away from the meeting.

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

I.1. It was moved by Alderperson Gordon, seconded by Alderperson Michalski, to approve Resolution 119-15.

On roll call vote, motion carried unanimously with Alderperson Kennedy not present for the vote and said resolution was thereupon approved:

Resolution 119-15

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 5, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**By Alderperson Scott Gordon - Resolution To Create a Segregated Fund for the Purpose of Receiving Money for the Maintenance and Capital Improvement of the Dream Playground.
Adopted: October 5, 2015**

At this time Alderperson Kennedy returned to the meeting.

I.2. It was moved by Alderperson Michalski, seconded by Alderperson Rose, to approve Resolution 120-15.

I.2.1. It was then moved by Alderperson Gordon, seconded by Alderperson Rosenberg to open to a public hearing. On a voice vote, motion carried. Tammy Conforti spoke.

On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 120-15

By Alderperson Scott Gordon; Co-Sponsors: Alderpersons Bob Johnson, Kurt Wicklund, Patrick A. Juliana, Curt Wilson, Jan Michalski, Keith Rosenberg and Jack Rose - Resolution to Proclaim the Second Saturday of Each October the Includable and Accessible Play Day (in the City of Kenosha).

Adopted: October 5, 2015

I.3. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia to approve Resolution 121-15.

I.3.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Gordon to open to a public hearing. Beth Ballow and Diana Kanecki spoke.

On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 121-15

By Alderman David F. Bogdala - Resolution to Reaffirm the Month of October as The National Domestic Violence Awareness Month in The City of Kenosha and to Recognize the Contributions of Women's and Children's Horizons for Their Advocacy on Behalf of Victims of Domestic and Sexual Violence.

Adopted: October 5, 2015

I.4. It was moved by Alderperson Wilson, seconded by Alderperson Juliana to approve Resolution 122-15. On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 122-15

By Alderperson Bob Johnson; Co-Sponsors: Alderpersons Rocco J. LaMacchia, Sr., Kurt Wicklund, Jack Rose, Scott Gordon, Keith Rosenberg and Curt Wilson – Resolution To Declare October 2015 as Bullying Prevention Awareness Month in the City of Kenosha and to Urge the Citizens of Kenosha to Support and Attend Community Events Aimed at Raising Awareness about Bullying and its Impact in Our Schools, Workplaces and Community During October of 2015.

Adopted: October 5, 2015

At this time Alderperson Bogdala stepped away from the meeting. He returned immediately after the vote for item M.1.

I.5. It was moved by Alderperson Juliana, seconded by Alderperson Rosenberg to approve Resolution 123-15.

On a voice vote, motion carried with Alderperson Bogdala not present for the vote and said resolution was thereupon approved:

Resolution 123-15

By Alderperson Patrick Juliana; Co-Sponsor: Kurt Wicklund - Resolution Concerning the Nontherapeutic Use of Antibiotic Medicine in Livestock Production; Supporting a Statewide and National Ban on Nontherapeutic Uses of Antibiotics in Livestock.

Adopted: October 5, 2015

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

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

L.1. Award of Professional Service Contract for Project 15-1417 Parkway Tree Removal Phase II to Asplundh Expert Tree Co. (Schofield, Wisconsin) in the amount of \$75,000.

On roll call vote, motion carried unanimously with Alderperson Bogdala not present for the vote.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Disbursement Record #17 - \$3,820,401.31.

On roll call vote, motion carried unanimously with Alderperson Bogdala not present for the vote.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

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

ADJOURNMENT

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
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Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Gordon, seconded by Alderperson Michalski, to adjourn at 9:12 p.m.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

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

B.1.	October 19, 2015			NO ADVERSE
a.			BARTENDERS	
	First Name	Last Name	Address	Business Name
1	Ashley	Cesario	1421 24 th St.	George's Club Highview
2	Olivia	Chan	6607 5 th Ave #1	Fec's
3	Mark	Feest Jr.	7108 37 th Ave	Walgreens
4	Morgan	Flynn	ON277 Leonard St. - Winfield, IL	Sheridan Lanes
5	Zana	Fowler-Cubit	5313 33 rd Ave	
6	Jessica	Fuller	3609 22 nd Ave	
7	Simone	Kemp	7319 11 th Ave	Southport Pantry
8	Crystal	Krueger	6030 31 st Ave	Westown Food & Liquor
9	Aracelia	Ramirez	202 72 nd Ave #C	Houston's
10	Catherine	Rickman	7017 60 th Ave #104	Red Robin
11	Veronica	Robbins	5426 54 th St.	Meijer
12	Annie	Ryzak	12000 Sheridan Rd	
13	Gerald	Schulz	2109 80 th Pl	Sheridan Lanes
14	Nathan	Summers	9019 29 th Ave	Speedway
15	Jordan	Tallman	753 Rolling Hills St - Bangor , WI	Kwik Trip
16	Emily	Whinery	7011 31 st Ave	Festival Foods
17	Anja	Willkomm	11904 28 th Ave	Willkomm Mobil
	TOTAL =	17		
b.			TRANSFER OF AGENT	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.			TEMPORARY CLASS "B" BEER	
	Event Date	Organization Name	Location of Event	Event
1	11/01/15	Our Lady of the Holy Rosary	4400 22 nd Ave	Fall Fest
			TEMPORARY CLASS "CLASS B" WINE	
	Event Date	Organization Name	Location of Event	Event
			TEMPORARY CLASS "B" BEER & "CLASS B" WINE	
	Event Date	Organization Name	Location of Event	Event
2	10/24/15	The Woman's Club of Kenosha	6028 8 th Ave	Kenosha Community Media Bootiful Night
	TOTAL =	2		
d.			TAXI DRIVERS	
	First Name	Last Name	Address	Business Name
	TOTAL =	0		

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

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

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

DATE: September 30, 2015

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

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

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

Analysis:

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

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

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

Special Exception
7324 31st Avenue/Manske
Page 2

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

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

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

Recommendation:

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

BRW:saz
Attachments

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

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

OWNER BERNARD MANSTKE PHONE NUMBER (262) 654 7392

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

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

APPLICANT BERNARD MANSTKE PHONE NUMBER 262 654 7392

ADDRESS 7324 31st Ave

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

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED _____

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

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

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

Bernard Manstke
SIGNATURE (Owner or Agent for Owner)

9-11-15
DATE

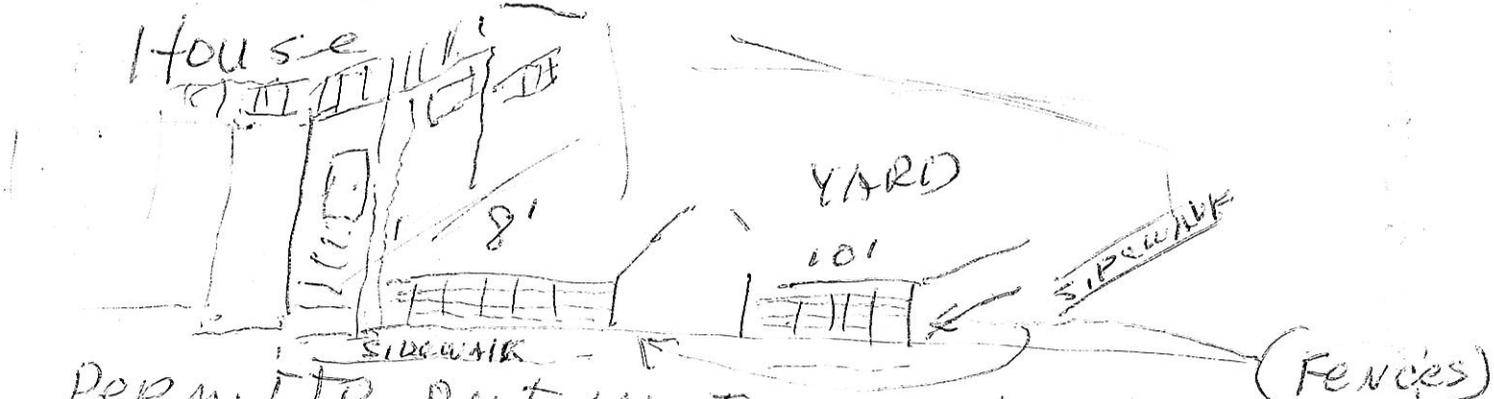
FOR OFFICIAL USE ONLY

Date Filed 9/11/15 Receipt Number 7477

7324 31st Ave
Kenosha WI
53142



262-654-7392.

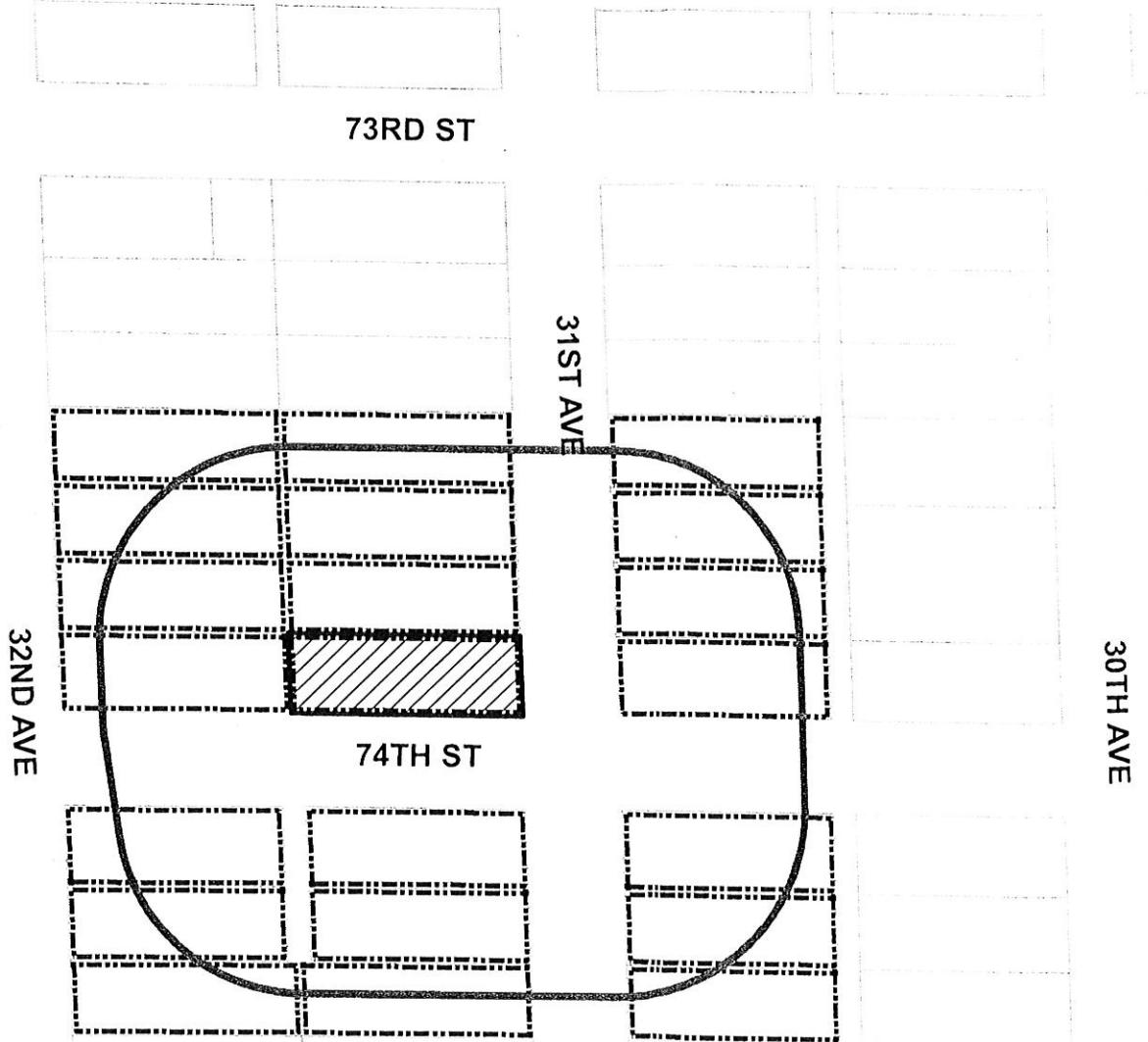


PERMIT TO PUT IN TWO THREE FOOT HIGH
BLACK BRICK-WHITE MORTAR BY FRONT YARD.

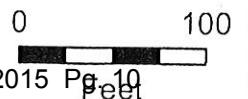
Bernard Manske

Manske

Fence Special Exception



-  Subject Property
-  100 foot Affected Area
-  Affected Parcels



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

**APPLICATION FOR
FENCE PERMIT**

Permit Fee: \$60.00

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

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

Project Address 7324 31st Ave

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

Property Owner BERNARD MANSTE

Contractor BRANDON MANSTE

Mailing Address 7324 31st Ave

Mailing Address SAME

City KENOSHA State WI Zip 53142

City KENOSHA State WI Zip 53142

Phone (262) 654 7392

Phone (262) 654 7392

Property Owner e-mail: _____

Contractor e-mail _____

Estimated Cost of Project \$ \$900.00

Project Name (if commercial property) _____

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

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

Rear Yard Fence Height _____ Side Yard Fence Height _____

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

Zoning Ordinance (16.0) Requirements:

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

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

After Approval/Processing of this Fence Permit Application:

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

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

Applicant Signature: _____

Date October 19, 2015 Pg. 11

APPLICATION FOR FENCE PERMIT – Page Two

On the illustration below:

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

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

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

Located to the rear of project property is:

 Neighbor

 Alley

Rear Fence Height

Located this side of project property is:

 Neighbor

 X Street

Side Fence Height

Located this side of project property is:

 Neighbor

 Street

Side Fence Height

REAR and SIDE YARD

Maximum Fence Height – 6 feet

House

FRONT YARD

Maximum Fence Height – 4 feet

 3'
Front Fence Height

Front Fence Height

Sidewalk

 N/A
Front Fence Height



74th Street Frontage



74th Street Frontage



31st Avenue Frontage



September 28, 2015

Dear Property Owner:

SUBJECT: Manske Fence exception at 7324 31st Avenue

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

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

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

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

Sincerely,

Brian R. Wilke
Development Coordinator

BRW;jmu
Enclosure



COMMUNITY DEVELOPMENT & INSPECTIONS

October 15, 2015

Bernard Manske
7324 31st Avenue
Kenosha, WI 53142

Dear Mr. Manske:

Subject: Request for Special Exception for Fence in Front Yard at 7324 31st Avenue

The City of Kenosha Common Council will review your above-referenced request at their regular meeting to be held on Monday, October 19, 2015, at 7:00 p.m. In Room 200 of the Kenosha Municipal Building, 625 52nd Street.

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

Sincerely,

Sue Zampanti
Office Associate

/SAZ

Conditional Use Permit for a Distribution Facility to be located at the Northwest Corner of 38th Street and the West Frontage Road. (ULINE Distribution Facility) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: Northwest Corner of 38th Street and the West Frontage Road

Zoned: M-2 Heavy Manufacturing / C-2 Lowland Resource Conservancy / AIR-4 Airport Overlay District

Overview:

The applicant is proposing to construct an 800,000 s.f. distribution facility, which will also include an 80,000 s.f. office space over two (2) floors. The building would be constructed on land that has recently been annexed from the Town of Paris to the City of Kenosha.

Building:

The proposed building exterior materials are architectural precast panels and glass. The office area will have a pitched standing-seam metal roof. The warehouse will have a flat roof.

Site:

1. The proposed site will have three (3) access points:
 - a. One access on the frontage road will be for employees and visitors.
 - b. The second access point will be on 128th Avenue, which will be constructed as a part of this project. This access will be the main entry/exit for trucks.
 - c. The third access point will be on 38th Street, which will be for additional employee parking and a secondary access for trucks.
2. This application is for the first phase of a potentially multi-phase development.

Development Agreement:

1. A Development Agreement will be needed for this development. Sanitary sewer and water mains are located generally at the intersection of the West Frontage Road and 38th Street (CTH N). The developer, through a Development Agreement, will be responsible for extending those utilities to serve this development.
2. Also, as part of the Development Agreement, the developer will be responsible to upgrade 38th Street (CTH N) from the West Frontage Road to 128th Avenue from a rural cross-section to an urban cross-section. A new road will also need to be constructed from 38th Street to STH 142 in alignment with 128th Avenue. Some improvements will be needed in the West Frontage Road right-of-way.
3. A Traffic Impact Analysis (TIA) was prepared for the development. The Wisconsin Department of Transportation (WisDOT) must review the TIA since it impacts several roads under their jurisdiction.

The results of the WisDOT review and the City review will be incorporated in to the Development Agreement.

4. The Development Agreement will require review by the City Plan Commission, Public Works Committee, Board of Water Commissioners and the Common Council. The Agreement is being prepared, but no date has been set for review.

Certified Survey Map:

1. The applicant has also prepared and submitted a Certified Survey Map (CSM) to combine all of the lots annexed from the Town of Paris related to this development. The CSM will also dedicate right-of-way for roadway improvements.
2. The CSM will be reviewed by the City Plan Commission, Public Works Committee and the Common Council. The CSM is currently under review and will appear on a future agenda with the Development Agreement.

Off-Street Parking:

Relief to the requirements of Chapter 6 of the Zoning Ordinance relating to off-street parking are required for this project as presented. The City Plan Commission is the review authority for this relief. A detailed analysis is provided in the next agenda item.

Environmental / Wetlands:

The development site has several wetlands delineated. As part of the development, several of the wetlands will have to be removed or mitigated. The applicant is working with the Wisconsin Department of Natural Resources (WDNR) and the Army Corps of Engineers (ACOE) to mitigate these wetlands. Approval and permits from the WDNR and ACOE will be necessary before the applicant is able to begin any site work.

Analysis:

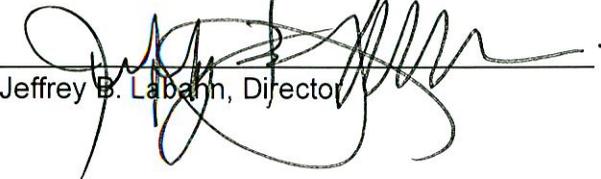
1. The attached Conditions of Approval encompass many approvals that must be received before any site work or development can occur. The Conditional Use Permit is one of those approvals, and the applicant has chosen to request approval of the Conditional Use Permit at this time, knowing that several other approvals from City, County, State and Federal agencies are still necessary in order to commence the development. Staff supports the Conditional Use Permit application and has been working closely with the applicant on all of the other approvals that are necessary. The applicant is also aware that if any plans change due to the other non-City approvals, the Conditional Use Permit must come back to the Common Council for approval.
2. The plans were sent to City Departments for their review. Their comments are included in the attached conditions of approval.
3. The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

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



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/OCT19-SPECIAL/Staff-cup-uline.doc

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:

1. Prior to commencing any land alterations or disturbances that may result in soil erosion, sedimentation, or change in runoff, including, but not limited to, removal of ground cover, grading, excavating and filling of land, the following must occur:
 - a. The applicant must obtain Erosion Control and Raze permits from the Department of Community Development and Inspections, and Post-Construction Runoff permits from the Director of Public Works and any other applicable permits required by the City of Kenosha Zoning Ordinance or Code of General Ordinances.
 - b. The applicant must have obtained all required and applicable permits from State, County and Federal agencies and departments.
 - c. *The Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Development Partners, LLC and Route 142, LLC* must be approved by all parties and executed by all parties. All required approved exhibits must be provided and all required assurances in an acceptable format shall be posted with the City of Kenosha and the Kenosha Water Utility.
 - d. A Certified Survey Map for the site must be submitted and reviewed by the City Plan Commission and Public Works Committee and have been approved by the Common Council, executed by all parties and recorded with the Kenosha County Register of Deeds.
 - e. The applicant shall submit approval in writing and copies of all applicable permits from the Wisconsin Department of Natural Resources and Army Corps of Engineers to modify or remove any wetlands on the site.
 - f. The applicant shall submit approval in writing from the Wisconsin Department of Transportation regarding the amended Traffic Impact Analysis prepared by Traffic Analysis & Design, Inc. to the City of Kenosha.
 - g. The plans to implement the results and conclusions of any of the Environmental Reports provided by Professional Service Industries, Inc. must be submitted to the City of Kenosha for review and approval.
 - h. Approvals must be obtained for all easements for storm sewer and stormwater pond maintenance from the Common Council.
 - i. Approvals must be obtained for all easements for public water main and sanitary sewer from the Board of Water Commissioners.
 - j. Approval of the Stormwater Maintenance Agreement must be obtained from the Common Council.

2. Prior to the issuance of any type of Occupancy certificate or permit, the following must occur:

- a. The applicant shall obtain all construction permits required by the Department of Community Development & Inspections. This includes, but is not limited to Footing and Foundation, Building, Plumbing, Electrical, HVAC, Fence, Trash Enclosure and Occupancy permits.
 - b. The applicant shall obtain all permits required by the Department of Public Works, including, but not limited to Driveway, Street Opening and Parking Lot permits.
 - c. The applicant shall obtain all required permits from State, County and Federal agencies and departments.
 - d. Prior to the issuance of a Temporary Certificate of Occupancy:
 - i. All parking areas, drives and designated paved areas shall have the initial lift of asphalt or concrete installed and parking stalls marked.
 - ii. The building exterior shall be completed per the approved plans.
 - iii. The exterior lighting shall be installed and operational.
 - iv. The Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - v. Any applicable requirements noted in the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Development Partners, LLC and Route 142, LLC* required to be completed prior to the issuance of a Temporary Certificate of Occupancy Permit shall be completed.
 - vi. Stormwater retention basins shall be fully constructed and operational to design standards.
 - e. Prior to the issuance of a Final Certificate of Occupancy Permit:
 - i. All parking areas, drives and designated paved areas shall have the final lift of asphalt or concrete installed and parking stalls marked.
 - ii. The building exterior shall be completed per the approved plans.
 - iii. The exterior lighting shall be installed and operational.
 - iv. The Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - v. Any applicable requirements noted in the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Development Partners, LLC and Route 142, LLC* required to be completed prior to the issuance of a Final Certificate of Occupancy Permit shall be completed.
 - vi. Stormwater retention basins shall be fully constructed and operational to design standards.
 - vii. All other improvements indicated on the plans shall be installed or completed.
 - f. The applicant shall comply with all Conditions of Approval set forth herein and obtain a construction permit within twelve (12) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - g. Prior to issuance of the Final Certificate of Occupancy of the building, the applicant shall provide an electronic copy of the following information satisfactory to the Fire Prevention Bureau:
 - i. Site Plan as-built
 - ii. Floor Plan as-built
 - iii. Site Utilities
 - iv. Sprinkler Plans
 - v. Fire Alarm Plans
 - h. The three (3") inch domestic water meter will incur a sanitary sewer connection fee of \$49,222.00 which must be paid prior to connecting to the public main.
3. The following Conditions shall run with the land and be enforced before, during and after construction:

- a. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs for which a permit is required. 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.
 - b. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. *Any* changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes to the approved plans shall be submitted to the Department of Community Development & Inspections for review and approval by the appropriate review authority as required by the Zoning Ordinance before any work is performed.
 - c. Compliance with City, County, State and Federal Codes and Ordinances and the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Development Partners, LLC and Route 142, LLC*. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - d. Upon receiving any Certificate of Occupancy, all trash containers shall be stored within an enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard. Trash compactors are exempt from the screening requirement.
 - e. All vehicles shall be parked within the designated paved areas after receiving any Certificate of Occupancy.
 - f. 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.
 - g. Cross access shall be provided to adjacent parcels if required at a future date by the City if the property is further divided.
 - h. Compliance with Section 9.28 of the Code of General Ordinances entitled "Structural Interference with Public Safety Radio Communication".
4. Plan Amendments Required prior to issuance of any permits or any site work occurring on the site:
- a. The Drainage Plan shall be revised and resubmitted for review and approval by the City addressing comments listed in the Public Works memo dated September 28, 2015, and any subsequent review letters.
 - b. The Utility Plan shall be revised and resubmitted for review and approval addressing comments listed in the Kenosha Water Utility memo dated September 28, 2015 and any subsequent review letters.
 - c. The Fire Protection Site Plan shall be amended to show the following:
 - i. All yard Fire Loop hydrants shall have 5" Stortz connections on 4" steamer outlets and the hydrants are to be painted yellow.
 - ii. The City fed hydrants shall also have 5" Stortz connections.
 - iii. The area by the remote Fire Department connection shall be wider than fifty feet (50')
 - iv. Multiple small, wall-mounted lock boxes for securing access keys to buildings for fire departments, Emergency Medical Services, and police to retrieve in emergency situations of the type sold as Knox Box® Rapid Entry System are to be located at the discretion of any authority having jurisdiction.



THE CITY OF
KENOSHA
PUBLIC WORKS
ENGINEERING

TO: Brian Wilke, Development Coordinator

FROM: Shelly Billingsley, P.E.
City Engineer

Shelly Billingsley 9-29-15

DATE: September 28, 2015

SUBJECT: PLAN REVIEW COMMENTS

Project Description: Uline Development – 100% Plan Review (4th Submittal)

Location: Btwn 38th Street and WI-142 & 128th Avenue and WFR of I-94

Summary of outstanding comments:

1. **Public Street Comment:** New comment for September 29, 2015
2. **Grading & Drainage Comments:** Comments still open are #17, #21, #22, #24, #29, and new comments for September 29, 2015.
3. **Traffic Comments:** Comments still open are #1, #12, and new comment for September 29, 2015.

Public Street:

1. City reviewed the 30% plans for the 128th Avenue (including intersections of HWY 142 and 38th Street) and 38th Street. Comments have been provided to Bridge Development on July 21, 2015.

Public Street Comment (NEW FOR SEPTEMBER 29, 2015 MEETING):

2. Variance for driveway configuration at 38th Street has not been approved until the TIA approved by WisDOT as stated in the August 11, 2015 letter from the City.
3. Any improvements that are located on the ULINe plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

Grading & Drainage Comments (FROM JULY 15th, 2015 MEETING):

1. From the stormwater management plan submitted, there are portions of the proposed 128th Ave ("West Road Area"), as well as the majority of 38th Street ("South Road Area") tributary to the proposed storm sewer system and ponds on the ULINe site. In order to finalize a review on the stormwater management to proceed with grading of the site, there needs to be verification on how these areas will tie into the storm sewer system on the ULINe site. As of this point, inlet locations and storm sewer piping has not been submitted for the roadway portion draining into the ULINe stormwater ponds. **COMPLETED**
2. In addition to Comment #1 above, the outlet of the ULINe stormwater pond is currently shown to discharge into the existing ditch on the north side of 38th Street. This drains into an existing 36" culvert referred to as "South Area 36" Outlet Culvert" on the SWMP. Since it appears that the roadway plans for 38th Street are also modifying the amount of drainage contributing to this 36" culvert, as well as modifying the configuring of the existing ditch, detailed information on the stormwater calculations for this area are also required before a review on the ULINe SWMP can be finalized. This will also include the proposed pond and outlet located on the northwest corner of the intersection

of 38th Street with the proposed 128th Ave as well as the 169 acres of offsite drainage area referred to as the "Southwest Offsite Area" which seems to be diverted to this ditch along 38th Street. Since the three components (Southwest Offsite Area, proposed pond west of 128th Ave, and ULINE stormwater pond outlet) all converge downstream, these areas need to be included in the same SWMP, or at least addressed with similar detail as the ULINE site prior to review and approval. COMPLETED

3. It appears that there will be a significant increase in the tributary area to the South Area 36" Outlet Culvert from existing conditions. Specifically, this area appears to drain approximately 25 acres, plus a portion of the existing roadway of 38th Street in the current scenario. If proposed, the entire ULINE development will be tributary to this culvert, upwards of 124 acres, plus the addition of at least a portion of the 169 acres of offsite drainage. Even though the drainage from ULINE's pond will be controlled release, an analysis must be performed on the South Area 36" Outlet Culvert to ensure that additional flow is not being conveyed through this culvert introducing a larger head condition on the upstream side of the culvert. COMPLETED
4. Due to some discussions of revising the location of the outlet from the ULINE pond from the South Area 36" Outlet Culvert to the Existing Central Area 36" Culvert, final detailed review of all calculations has not been performed. Once final calculations have been performed and submitted, the review can be finalized. COMPLETED
5. Storm sewer calculations for the ULINE site were received electronically via email the evening of July 14, 2015 and a full review of the calculations has not yet been performed. Similar calculations need to be submitted for the roadway areas tributary to the ULINE stormwater ponds to verify integration into the drainage system. COMPLETED
6. It shall be noted that 85% impervious surface build-out is being assumed in the SWMP, currently above the proposed impervious surface amount being proposed. SWMP should state total acreage (pervious and impervious) that the ponds are able to accommodate for future phases. COMPLETED
7. From the SWMP, the two ponds on the site were modeled as one in the HydroCAD model. Also, the pipe connecting the two is referred to as an equalizer pipe; however, the pipe has a slope of 0.67% with the lowest invert at the NWL. Once this pipe is submerged, the slope will not matter and the pipe will act as an equalizer; however, at varying levels up to this elevation, the ponds will act independently and must be modeled as such. COMPLETED
8. The sediment basin should have elevation listed in SWMP and on grading plan and also note the expected amount to be utilized during construction. COMPLETED
9. SWMP should have overall drainage areas as shown on C-20 and storm sewer calculations. The drainage area exhibit for inlets has been included in the SWMP but not in the plan set - COMPLETED
10. Provide hydraulic grade lines for all pipes draining to the pond to show 10, 50, 100-year with limits to when 100-year flow is maxed and not submerged. HGL information has not yet been submitted. COMPLETED
11. Provide downstream control calculations as required in City criteria for all points along development. Culvert percentage tables have been included in the SWMP - COMPLETED
12. Details of the pond indicate an outfall structure and overflow; however, locations of these items are not shown on the plans. Furthermore, it must be indicated where the overflow weir drains from the pond into an existing drainage system. Overflow path arrows should be added to determine the path of all water in the 100-year flood, indicating how the stormwater will reach the pond should the storm sewer system exceed capacity. COMPLETED
13. Does entire 169 acres of off-site storm water drain to the SW corner of 128th Avenue and 38th Street? Or is it divided by 38th Street? COMPLETED
14. Currently a pond is shown on the NW corner of 38th Street and the new proposed 128th Avenue. Is this pond not able to be constructed? How is off-site water getting into the ditch of ULINE's property? COMPLETED
15. If 128th Avenue design changes, how does this affect SWMP for site grading? COMPLETED
16. Ditch along north side of 38th Street handles off-site storm water, as well as, detention basin water from proposed ponds, review of this ditch needs to be coordinated with Bridge Development review as it handles both roadway storm water and site storm water. COMPLETED
17. A maintenance agreement must be submitted and approved by Stormwater Utility Committee and Common Council per Section 36.10 of t Section XXXVI: Post Construction Stormwater Ordinance. NOT YET SUBMITTED
18. Permanent easements will be needed for stormwater access including pond access around the basins. The easements shown on the plan set appear to be in compliance with City requirements - COMPLETED
19. Roadway stationing should be added to 38th Street and proposed 128th Ave on the ULINE plan set in order to be able to correlate location with the roadway plans submitted. COMPLETED
20. The two roadway plans need to correlate with ULINE's plan set. The preference is to show proposed utilities (by others) on both plan sets to ensure nothing is being overlooked. COMPLETED

21. Provide concurrence letters/approval of work letters (or permits) from Wisconsin DNR and Army Corp. This is ongoing and not yet completed.
22. Erosion control plans are not reviewed as part of CUP process. They will be reviewed when an erosion control permit application is submitted to the City. This is not yet completed. This is required as part of the Erosion Control Permit.
23. (Added per Pinnacle 7/31/2015): Proposed sideslopes of ponds were revised to include 4:1 slopes from top of bank to the bottom of the pond, without safety shelves. COMPLETED
24. (Added per Pinnacle 7/31/2015): Environmental Concerns Update. Pinnacle has stated that an official response is currently being obtained. This is ongoing and not yet completed. City received the PSI report dated August 20, 2015. Comments will be provided in separate letter.

Grading & Drainage Comments (NEW FOR AUGUST 11th, 2015 MEETING):

25. Per the design meeting which took place between the City of Kenosha, Clark Dietz, and Pinnacle Engineering on July 22, 2015, there were extensive revisions to the SWMP submitted Monday, August 3, 2015. While the concepts and drainage criteria discussed in the SWMP appear to be included as requested and release rates reduced, there are some items that need to be clarified to ensure that the information is summarized clearly and future phases of the development can proceed relatively quickly. We would like to request another design meeting to discuss the presentation of the summary items to clarify that all requirements of the ordinances are being met in the SWMP. In an effort to be efficient with review times and the number of revisions, each item will not be listed in this comment list. However, a few representative issues are listed as follows:
 - a. More information is necessary regarding the design parameters used to size the compensatory storage basin at the NE corner of 128th and 38th. COMPLETED
 - b. There appears to be different High Water Levels listed on the plan set versus the SWMP versus the detail on the plans. Please clarify the actual design HWL and furthermore, discuss why there is up to a 2-foot difference between the HWL and the overflow spillway elevation. COMPLETED
 - c. Please add discharge comparisons for Culvert A2 and the 18" Culvert at 38th Street. COMPLETED
 - d. The summary table for discharge needs to be organized in a way to detail the contributing areas for each major culvert comparison. This can be discussed further at the next design meeting. COMPLETED
 - e. An overall summary of discharge rate/acre for the developed area (without bypass flows) should be presented to clarify and show compliance with the Des Plaines Ordinance. Currently, flow being bypassed, undetained flows and detained flows are summarized together. The table given in the SWMP details an aggregate release rate which includes offsite flow and holds that release to existing condition rates. It is understood that the rationale for this is due to the complexity of the site with regards to the compensatory storage basin and the inability to distinguish release rates from offsite areas versus onsite areas. Undetained roadway flow from 128th is being partially detained in the compensatory storage basin and therefore reduced from total site release rates. Quick calculations using the rational method and an assumption on partial detainage were computed for the 100-year storm and it is our opinion that the site does meet Des Plaines release rate requirements of 0.30 cfs/acre (average). It shall be noted that the most accurate way of presenting the information is to include the offsite flows into the release rate computations, although not typical. COMPLETED
26. Per the City Stormwater Management Criteria Checklist, the overflow weir should be sized to pass the 100-year, 24-hour flow assuming a blocked pond outlet. This overflow must be constructed of either 4" concrete or sod covering 18 inches of medium sized buried riprap with a thin layer of topsoil. The riprap must extend to limits as described in the Stormwater Management Criteria checklist. Please update details and plans accordingly. The 1 foot of freeboard required must be from the designed water elevation of the 100-year, 24-hour flow over the weir assuming a blocked outlet. COMPLETED
27. Per the City Stormwater Management Criteria Checklist, an anti-seep collar must be provided which extends twice the pipe diameter in all directions (not to exceed 5 feet horizontally and 3 feet vertically), and be a minimum of 18" thick and constructed of poured concrete at the berm midpoint. COMPLETED
28. Construction sequencing must be clarified for the compensatory storage basin and downstream channel along 38th Street. An intermediate grading plan for this area should be included in the plan set to show the 2015 construction limits and intent of stormwater functioning in the interim until the remainder of 128th can be built. If full grading of this area is meant to take place, the construction of the overflow channel along 38th Street must also be constructed at

this time. Construction sequencing has been included in the SWMP and interim/final grading plans were shown in the plan set – **COMPLETED**.

29. Due to the possibility of perched groundwater on the site and the installation of a clay liner in the pond, please confirm that calculations have been made to confirm that the buoyancy of this liner will not become an issue during construction. **Verify type of liner. If perched ground water becomes an issue during construction how will it be handled as the PSI report dated August 20, 2015 did not address this issue. (Existing adjacent grade is 728 and pond will be excavated to 714).**

Grading & Drainage Comments (NEW FOR SEPTEMBER 1, 2015 MEETING):

30. The plan set need to be updated to show the revised overflow weir sizing and location. The SWMP refers to a 135' weir (in two locations); however, the detail in the SWMP indicates a 70' weir and the plan set still shows a 30' weir. Furthermore, the grading plan needs to be updated to show the most recent locations of the overflow weirs. **COMPLETED**
31. Per ordinance, outlet structures must be equipped with a trash grate with an open area of four times the orifice protected or four square feet, whichever is greater. Details on the opening requirements can be found in the Stormwater Management Criteria provided by the City. **COMPLETED**
32. Clarify what the normal water level of the north and south ponds are. The grading plan and utility plan do not match (722 and 721). SWMP states 721. **COMPLETED**
33. Label elevation of the emergency spillway of 727.80. **COMPLETED**
34. Mark wetlands that are being eliminated with a "X" and label them "Part of DNR general permit" **COMPLETED**
35. The 10' Pond easement should not be over spillways or the equalizer area between the ponds. Please connect the pond areas by an easement that would not require a vehicle to drive over these areas. **COMPLETED**

Grading & Drainage Comments (NEW FOR SEPTEMBER 29, 2015 MEETING):

36. Storm sewer line shown in HGL Profile 8 and 8.1 show submerged pipe into 38th Street. Can the line be modified (i.e. elliptical pipe) to prevent sewer backup into the roadway.
37. From the PSI report dated September 14, 2015 please address the following:
 - a. On page 3 of the update it mentions that ..."however, none were at levels that exceed the current WDNR NR140 Preventative Action Limits (PALs) or Enforcement Standard (ES)." However in the Phase II report for 3610 120th Avenue on page 2 it states that PAHs Benzo(a)pyrene and Chrysene were detected in perched GW above NR 140 (ES). Also in Phase II report for 3712 120th Avenue on page 1 it states "few PAHs were also detected in one (1) of the shallow perched groundwater samples (GP-1) at levels....exceed NR140(PALs). Please elaborate on what tests were performed for the Update. Were no further testing done in GP-1 for example?
 - b. Staff concern is with the perched groundwater being the path of migration when the Stormwater Ponds are excavated to Elevation 714 that the path of least resistance will naturally be to this location until the ponds liners are installed adequately - until then what is the path to reduce impact. which may change the perched groundwater flow and maybe groundwater flow from east-southeast to west - southwest which is what the main concern is and needs to be addressed.
38. Any improvements that are located on the ULINE plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

Traffic Comments:

1. It appears that the Proposed Uline Property Accesses have changed from the T.I.A. prepared by Traffic Analysis & Design (T.A.D.I.) where it shows multiple accesses on both sides of 38th Street. Now that it is narrowed down to one (1) common location, this will require the T.I.A. to be revisited since the traffic volumes will now be concentrated to one location. This should probably be looked at as an intersection for traffic control. Also, the TWLTL that is being proposed should now consider being just a Dedicated Left Turn Lane from both directions so as to not create confusion. **The concept of placing a TWLTL was likely due to having many driveway access points along 38th Street. TIA was reviewed and comments were provided. if comments are incorporated, then this COMPLETED**
2. On the civil plans, need to show the remainder of 128th Street to WI-142. **COMPLETED**
3. Need to show the proposed detention pond in the southeast quadrant of 128th Avenue and WI-142. **COMPLETED**
4. Copy Site Data Table shown on sheet C-3 to the Grading Plan Sheets. **COMPLETED**
5. Provide number of total stalls and number of ADA accessible/Van accessible stalls. Verify ADA requirement is being met. **COMPLETED**, unless additional stalls are added due to requirement. Variance for number of parking stalls is through the Department of Community Development and Inspections.

6. Should consider modifying the South Entrance width onto 38th Street. Based on the current 30 foot opening, a WB-67 cannot enter the site at the same time someone is leaving. COMPLETED, since statement made in variance letter to city indicating this entrance will not be a truck route into facility.
7. At the intersection with Uline's West Access and 128th Avenue, the 128th Avenue is dashed and the bypass lane and the right turn lane are shown as being proposed. This is likely being shown this way to imply that it is being done as part of Bridge's work. However, I think that this should all be constructed at one time to eliminate having to remove over 1,000 linear feet of Curb & Gutter to attach more lanes and transitions. Constructing these at separate time will only cause undesirable pavement cuts and joints to be in the new pavement and will require maintenance sooner on pavement that is being designed for over 20 years before maintenance is required. COMPLETED
8. The driveway openings (south & west) together with their configurations do not follow the City Ordinance. This needs approval of both the City Engineer and City Traffic Engineer for the 52 foot opening with a Street Type Opening. COMPLETED
9. At the East Entrance onto the West Frontage Road, need to change the bypass lane edge of pavement to a curve and not a tangent line since the existing alignment is on a curve. COMPLETED
10. Typical section call-out on Sheet C-9 refers to look elsewhere, but not sure where this is referring to since there is no typical section in the construction detail sheets. COMPLETED
11. The Lighting Calculation Table Criteria shows values that exceed the IESNA Standards. In particular, the Max/Min values should either be 20:1 for Basic Design or 15:1 for Enhanced Design. COMPLETED
12. Review is required by the County for 38th Street access and by the state for the access off the West Frontage Road. Provide any State and County comments.

New Comments for September 1, 2015

1. The West Frontage Road access needs to be consistent with the revised TIA. This is based on discussion regarding the location of the access point relative to the current intersection with 120th Avenue. This was addressed in the revised TIA Supplement, COMPLETED
2. Need to provide grades in the north parking lot where the sidewalk goes through the medians. There currently shows an area that is flat through the sidewalks when there should be a high point. COMPLETED

New Comments for September 29, 2015

1. Verify parkway trees and lighting along 38th Street and 128th Avenue are being installed under the Bridge Roadway Plans.
2. Any improvements that are located on the ULINE plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

cc: Cathy Austin; Shelly Billingsley; Kile Kuhlmeier; Gerard Koehler, Kevin Risch

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: September 28, 2015

Subject: Uline Distribution Facility Revised Plans (Review #4)

Location: Northwest Corner of 38th Street and West Frontage Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The majority of our comments have been addressed with this latest submittal. KWU recommends approval of the project subject to the following conditions:

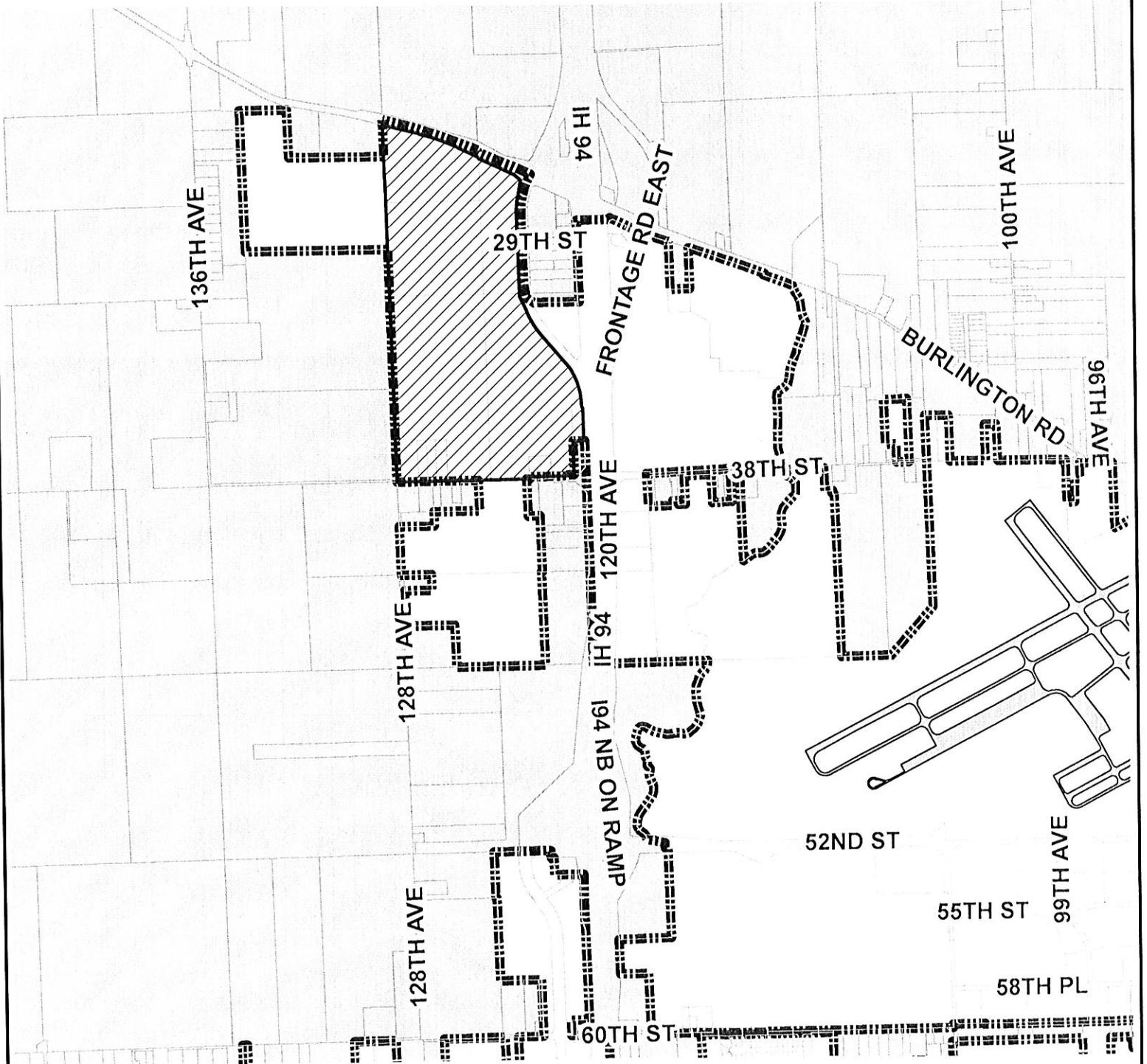
1. Although updated to say "as manufactured by Adaptor, Inc." the Outside Drop Manhole Detail on Sheet C-40 still calls for an "internal rubber boot". This can cause confusion because the contractor may think that an internal seal is acceptable. Please update the detail to state "internal external seal".
2. On Sheet L-105 of the landscaping plans, there are deciduous and evergreen trees shown within the sanitary sewer easement. Due to the narrow easement (15' in width) the trees will either need to be moved out of the easement or the easement will need to be widened so that KWU equipment can traverse the easement without leaving its boundary.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Vicinity Map

Uline CUP



 Subject Property



0 2,000
Feet

October 19, 2015 Pg. 29

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

MAILING INFORMATION

NAME OF PROJECT: Uline Branch Distribution Facility

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

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: Brad Folkert Route 142, LLC. 12575 Uline Drive Pleasant Prairie, WI 53158	Phone: (262)612-4200 Ext. 5590 Fax: E-Mail: bfolkert@uline.com
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: John Chapman Hammel Green & Abrahamson, Inc. 333 East Erie Street Milwaukee, WI 53202	Phone: (414)278-8200 Fax: E-Mail: jchapman@hga.com
<input type="radio"/>	Name and Address of Property Owner (if other than applicant) [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): W Frontage road (120th Ave) between 38th Street and Hwy 142

TYPE OF LAND DEVELOPMENT

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

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

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

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

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

Phone: 262.653.4030

Fax: 262.653.4045

Office Hours:

M - F 8:00 am - 4:30 pm

October 19, 2015 Pg. 30

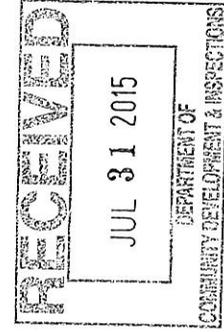
SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	Building or Addition Square Footage: <u>800,000 SF warehouse + 80,000 SF office</u> Existing Building Size: <u>NA</u> Site Size: <u>APPROX 250 ACRES</u> Current # of Employees <u>0</u> Anticipated # of New Employees <u>497</u> Anticipated Value of Improvements <u>\$74 MM</u>																		
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 																		
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials 																		
Fees:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Level 1</td> <td style="text-align: center;">Building or Addition Size <= 10,000 sq. ft.</td> <td style="text-align: center;">Site size <= 1 acre</td> <td style="text-align: center;">Review Fee \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">10,001 - 50,000 sq. ft.</td> <td style="text-align: center;">1.01 - 10 acres</td> <td style="text-align: center;">\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">50,001 - 100,000 sq. ft.</td> <td style="text-align: center;">10.01 - 25 acres</td> <td style="text-align: center;">\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">> 100,001 sq. ft.</td> <td style="text-align: center;">> 25.01 acres</td> <td style="text-align: center;">\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </table>	Level 1	Building or Addition Size <= 10,000 sq. ft.	Site size <= 1 acre	Review Fee \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC		
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<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 																			
Appendices to Review:	<ul style="list-style-type: none"> ➤ All 																		
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 																		
<p>The conditional use permit plans, <i>prepared to a standard engineering scale</i>, shall be submitted with this application & shall include the following information:</p>																			
Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices 																		
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 																		
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas 																		

MATERIAL PRECEDENT IMAGES

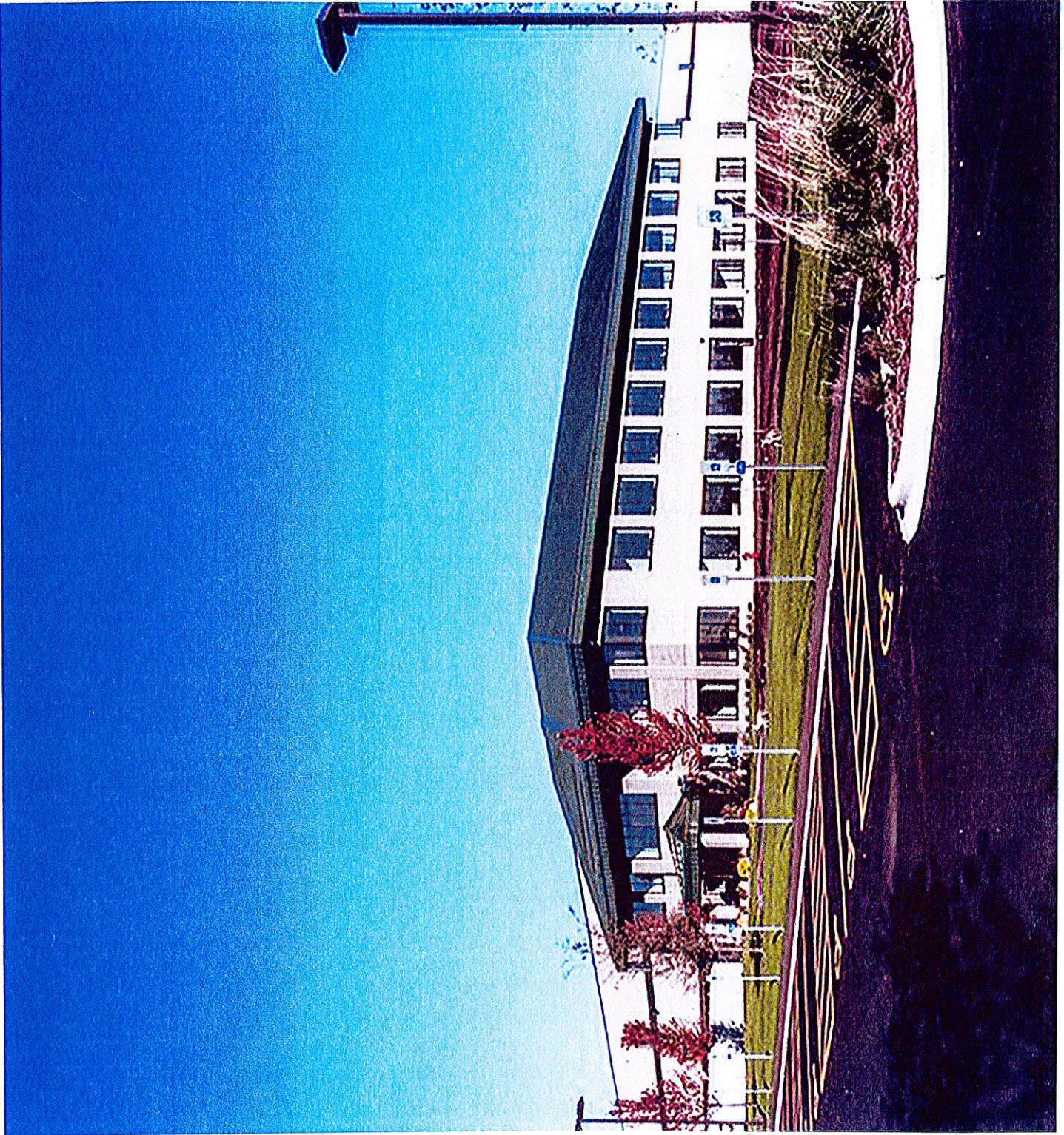
I6 Branch Distribution Facility

KENOSHA, WI



ULINE M6?
HUDSON, WI

The office at Uline 16 in Kenosha will be architectural precast with integral color as shown in the image to the right. The final will be a combination and sand-blasted as is shown in detail in the following image. The standing seam roof, coping and accent paint (warehouse) will be "Uline green" as shown in the image to the right.





Common Council Agenda Item B.3.

ULINE W2
PLEASANT PRAIRIE, WI

The warehouse at Uline I6 in Kenosha will be painted precast and will match the W2 plant in finish. The accent paint and metal flashing will be "Uline green" as depicted at Hudson.





322 South Park Street
 Brookfield, WI 53005-4122
 Telephone: 414-778-1000

STRUCTURAL ENGINEER

NSA
 333 EAST WISCONSIN AVENUE
 MILWAUKEE, WI
 (414) 778-6000

**MECHANICAL/ELECTRICAL
 PLUMBING ENGINEER**

NSA
 333 EAST WISCONSIN AVENUE
 MILWAUKEE, WI
 (414) 778-6000

CIVIL ENGINEER

PRINCIPLE ENGINEERING GROUP
 1500 WILKINSON ROAD
 BROOKFIELD, WI

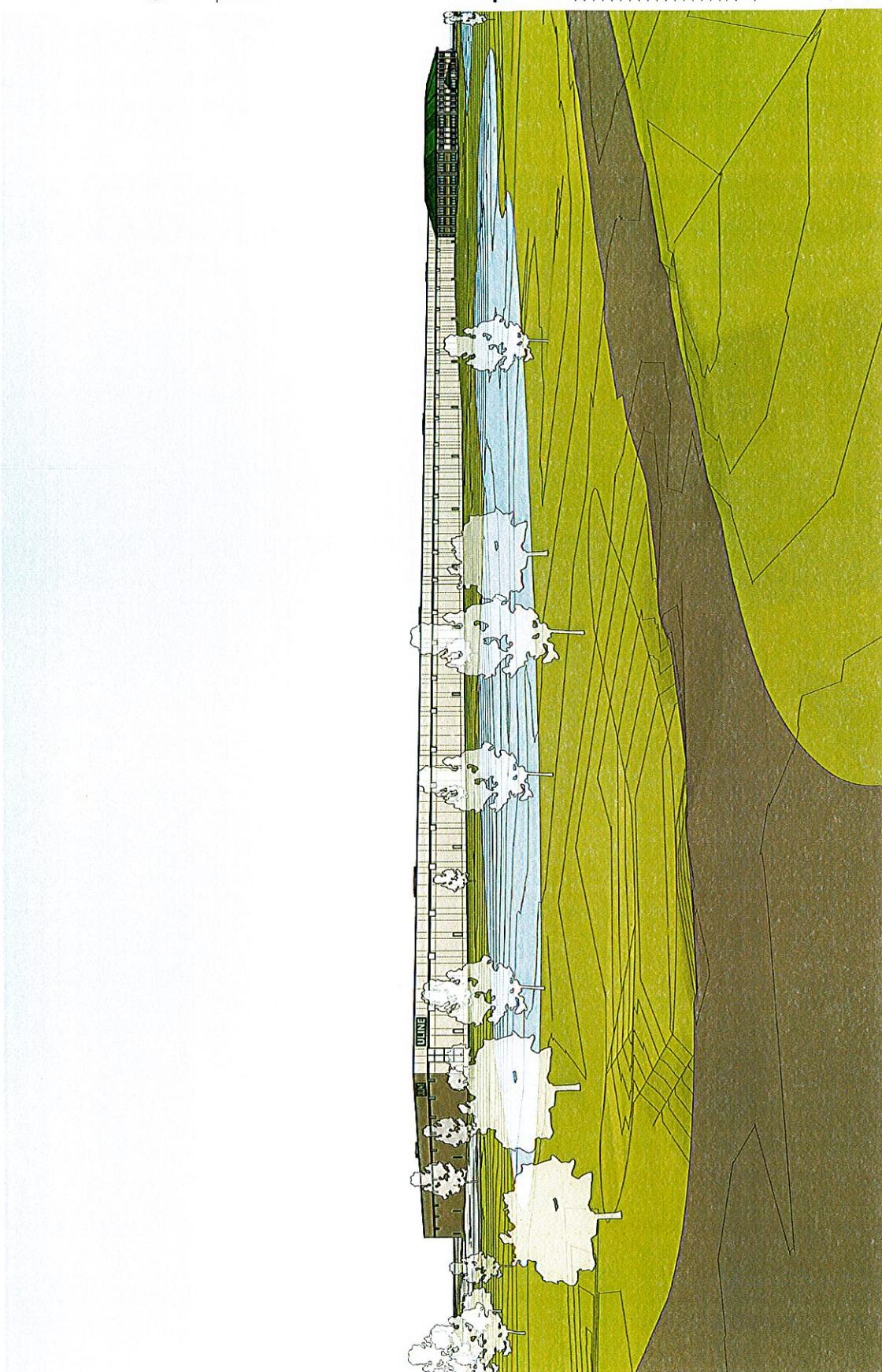


21100 ENTERPRISE AVE
 BROOKFIELD, WI 53005



18 BRANCH DISTRIBUTION
 KENOSHA, WI

DATE: 09/15/15
 PROJECT NO: 1509-000-00
 SHEET NO: 17-116



3D IMAGES

DATE: SEPTEMBER 15, 2015

CONDITIONAL USE PERMIT

A451

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1 5486
17-116

Area Breakdown for Parking

96,038 OFFICE (82,626 BRANCH / 13,412 OFFICE) @ 1 / 250 SF = 384 SPACES
 FIRST 20,000 SF OF WAREHOUSE @ 1 / 1,000 SF = 20 SPACES
 SECOND 20,000 SF OF WAREHOUSE @ 1 / 2,000 SF = 10 SPACES
 REMAINING 754,675 SF OF WAREHOUSE @ 1 / 4,000 SF = 189 SPACES
TOTAL SPACES REQUIRED = 603 SPACES
TOTAL SPACES PROVIDED = 509 SPACES

Occupancy Classification

Office Group B
 Warehouse Group S1
 Type of Construction
 Office IIB (fully sprinklered)
 Warehouse IIB (EF SR fully sprinklered)
 Building Area
 Office: 80,000 GSF (2-stories)
 Warehouse: 800,000 GSF (1-story plus mezzanines)

GENERAL NOTES - CONSTRUCTION PLAN
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
 2. FINISHING AREAS ARE INDICATED BY HATCHING OR CLEAR AREAS.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. FINISHING AREAS ARE TO BE FINISHED WITH CONCRETE OR MAINTENANCE FLOORING.
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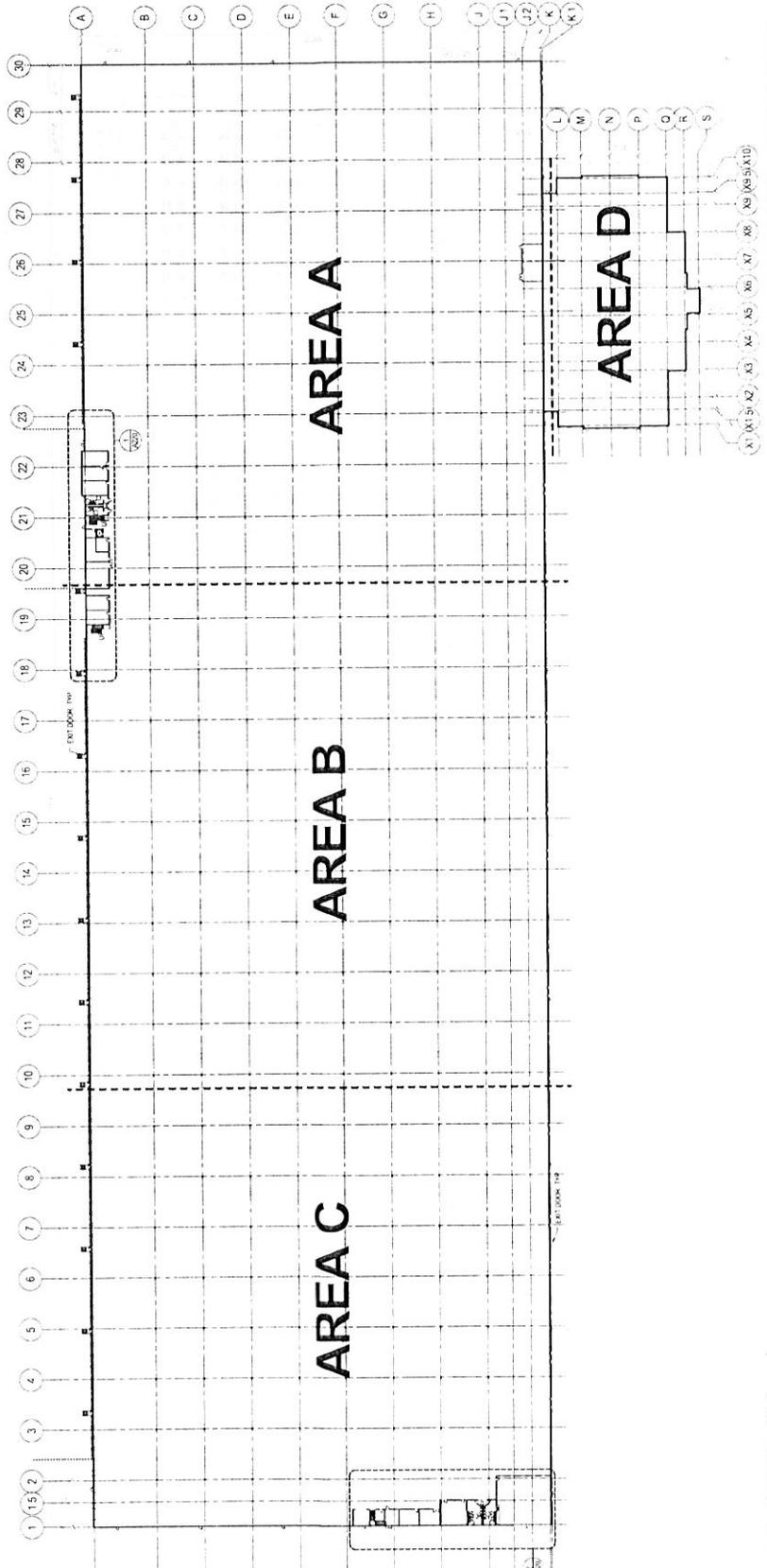
STRUCTURAL ENGINEER
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 WWW.HCAENGINEERS.COM

Mechanical/Electrical/Plumbing Engineer
 HCA
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Civil Engineer
 HCA
 333 EAST FERRY STREET
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 WWW.HCAENGINEERS.COM

ULINE
 2710 ENTERPRISE AVE
 BROOKFIELD, WI 53005

ULINE
 18 BRANCH DISTRIBUTION
 FACILITY
 KENOSHA, WI



OVERALL FLOOR PLAN

DATE: SEPTEMBER 15, 2015
 CONDITIONAL USE PERMIT
A200

LEGEND

- 1. EXISTING ASPHALT PAVEMENT
- 2. EXISTING CONCRETE PAVEMENT
- 3. EXISTING ASPHALT DRIVEWAY
- 4. EXISTING ASPHALT DRIVEWAY
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- 99. EXISTING ASPHALT DRIVEWAY
- 100. EXISTING ASPHALT DRIVEWAY

NOTES

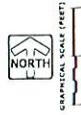
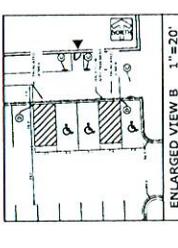
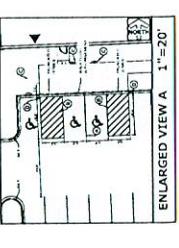
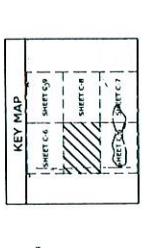
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2. SEE CONSTRUCTION DETAILS SECTION FOR ADDITIONAL PAVING SPECIFICATIONS AND NOTES.
3. SEE CONSTRUCTION DETAILS SECTION FOR ADDITIONAL PAVING SPECIFICATIONS AND NOTES.

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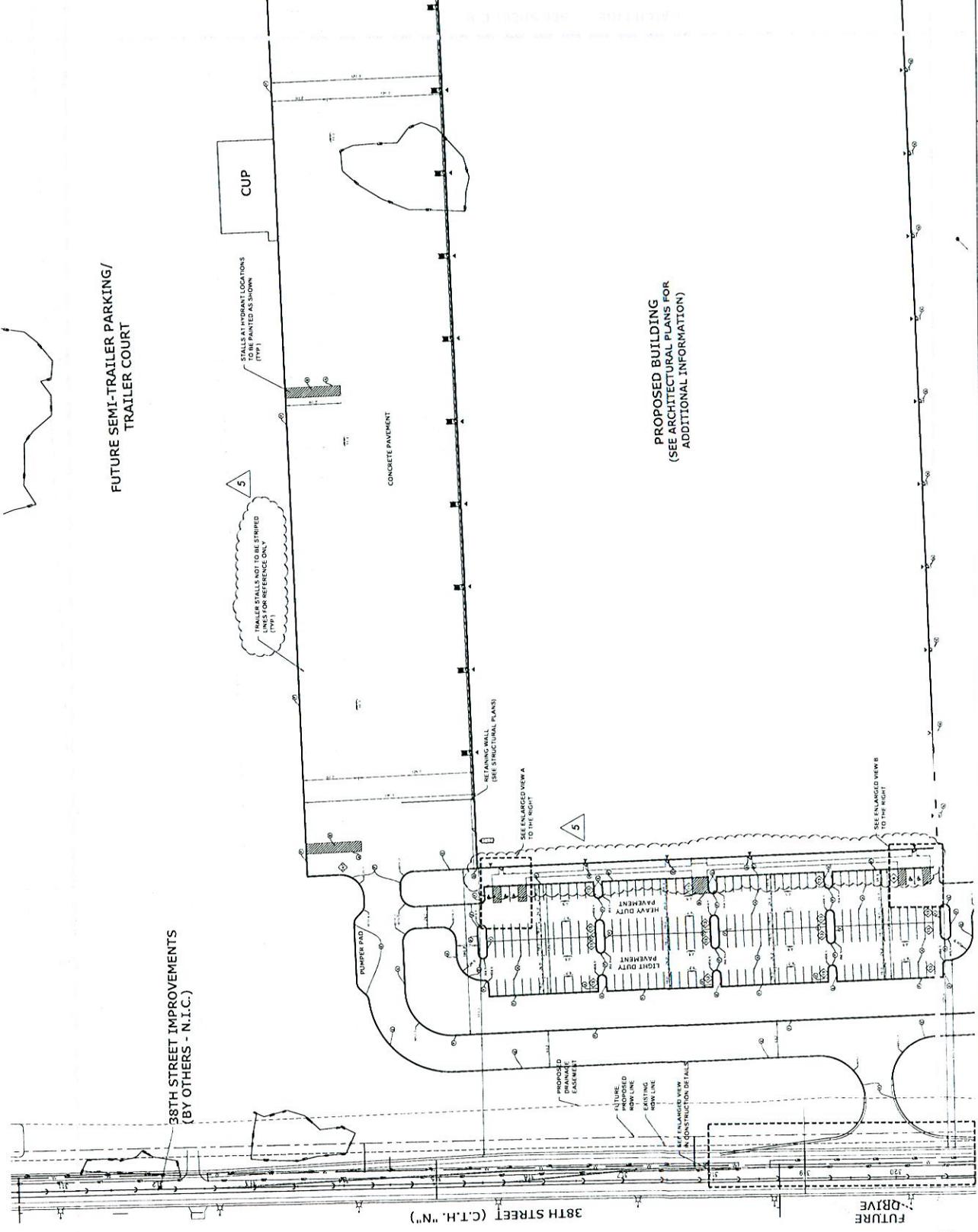
REVISIONS

NO.	DATE	DESCRIPTION
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2.		
3.		
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SITE DIMENSION & PAVING PLAN

ULINE-I6 BRANCH DISTRIB. FACILITY
KENOSHA, WI

PINNACLE ENGINEERING GROUP
1000 W. WISCONSIN STREET, SUITE 200, KENOSHA, WI 53140
TEL: 920.393.8888 FAX: 920.393.8889
WWW.PINNACLE-ENG.COM



SHEET C-11 C-50

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT

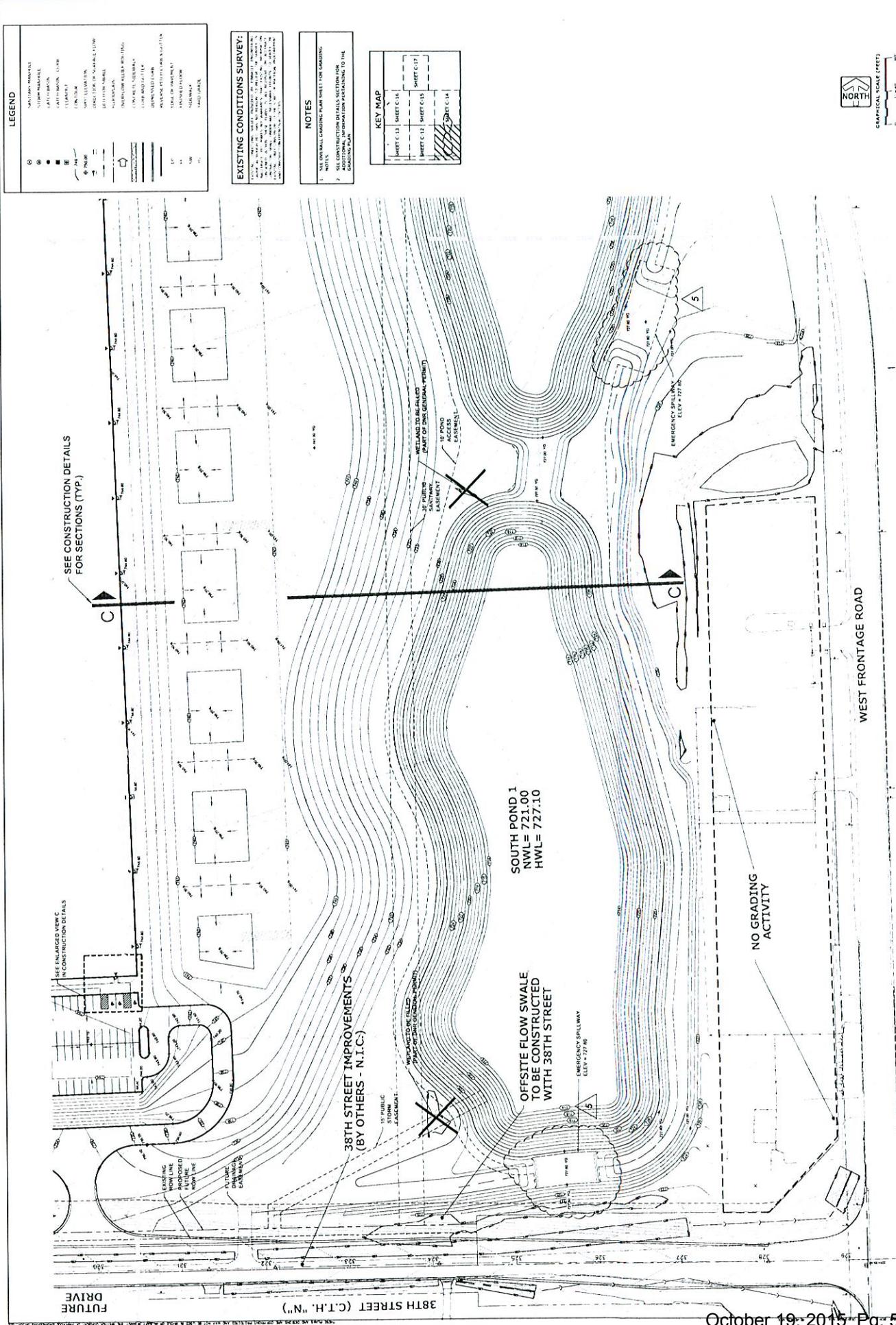
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 CHECKED BY: [Name]
 PROJECT NO.: [Number]

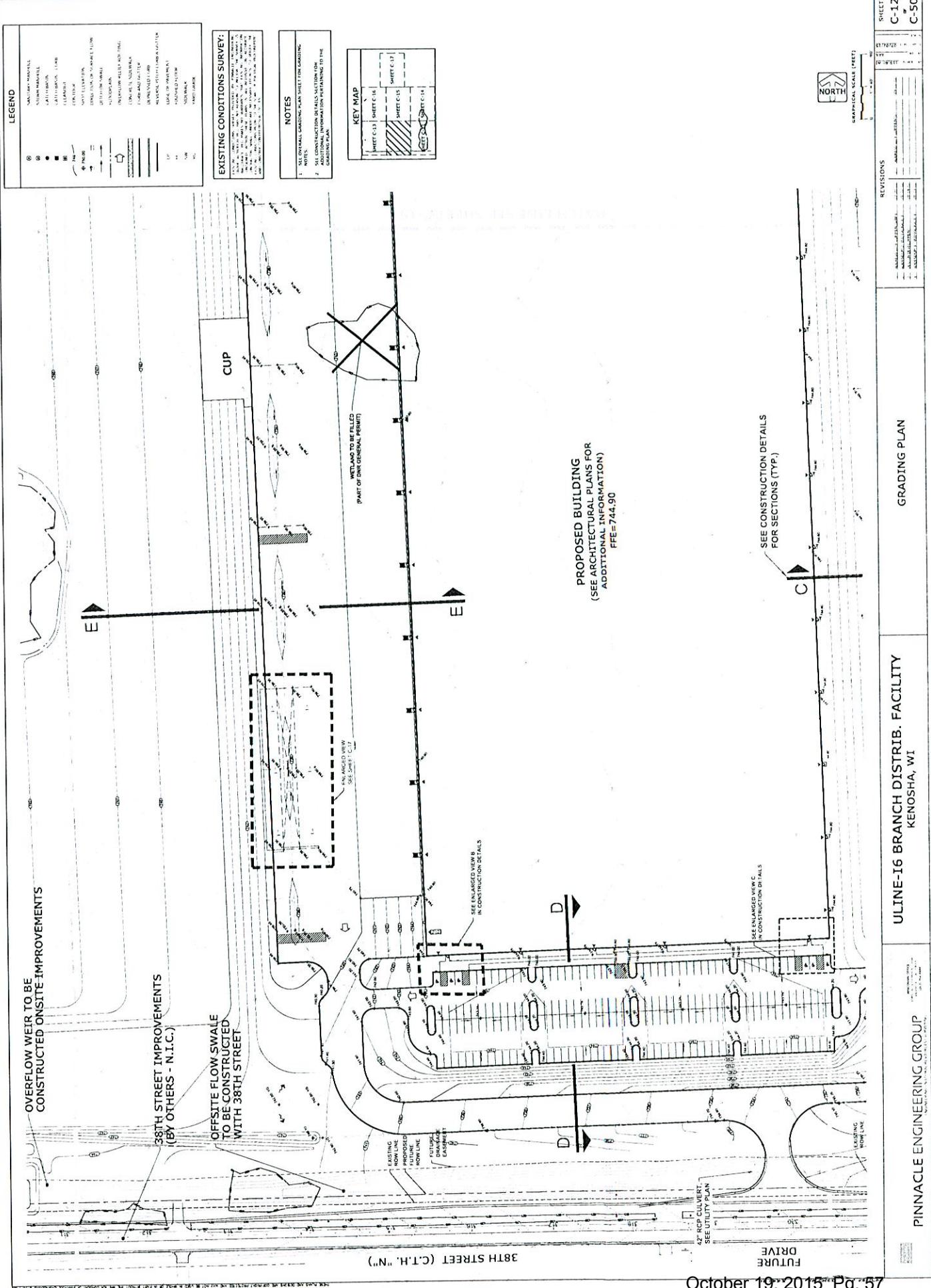
ULINE-I6 BRANCH DISTRIB. FACILITY
 KENOSHA, WI

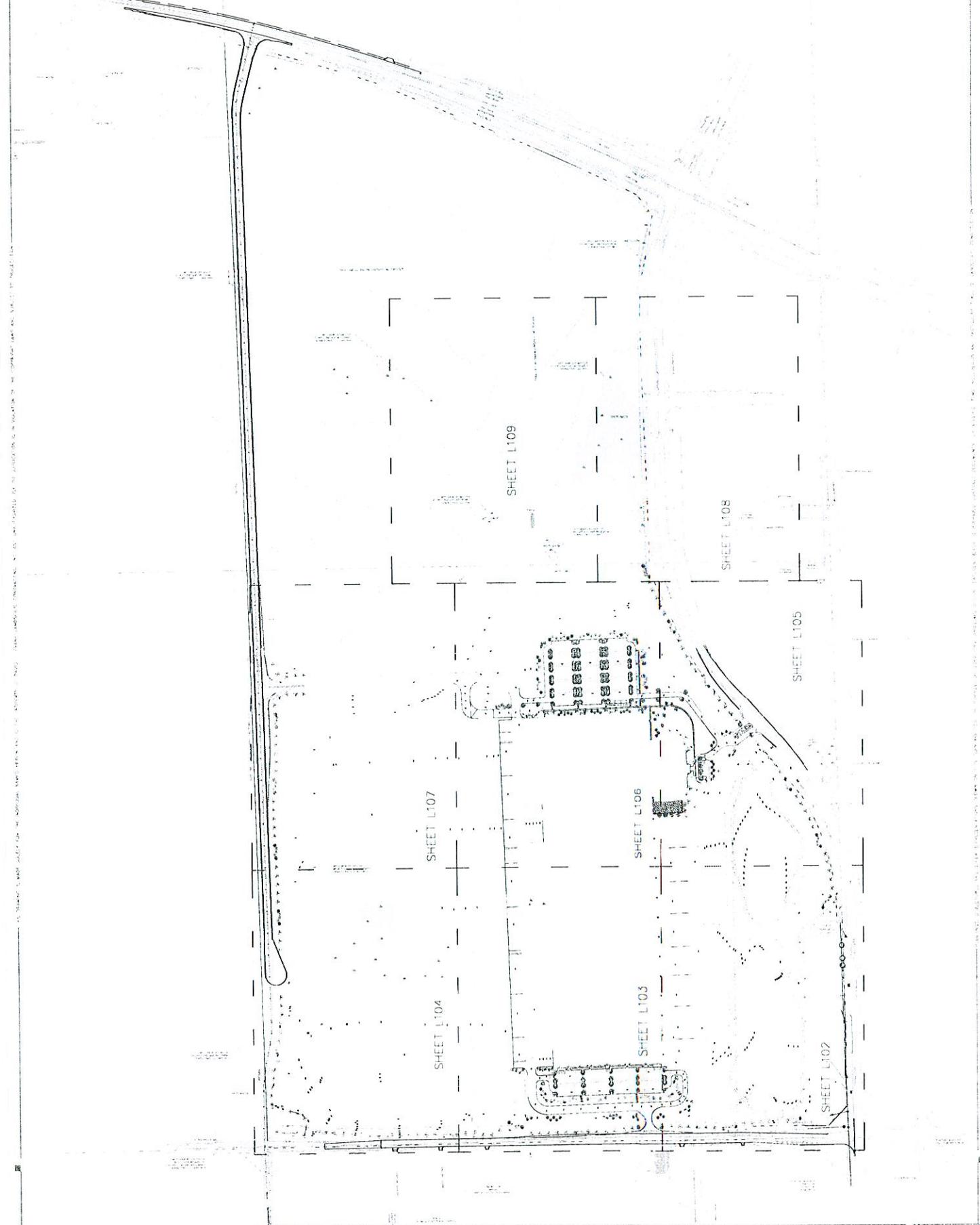
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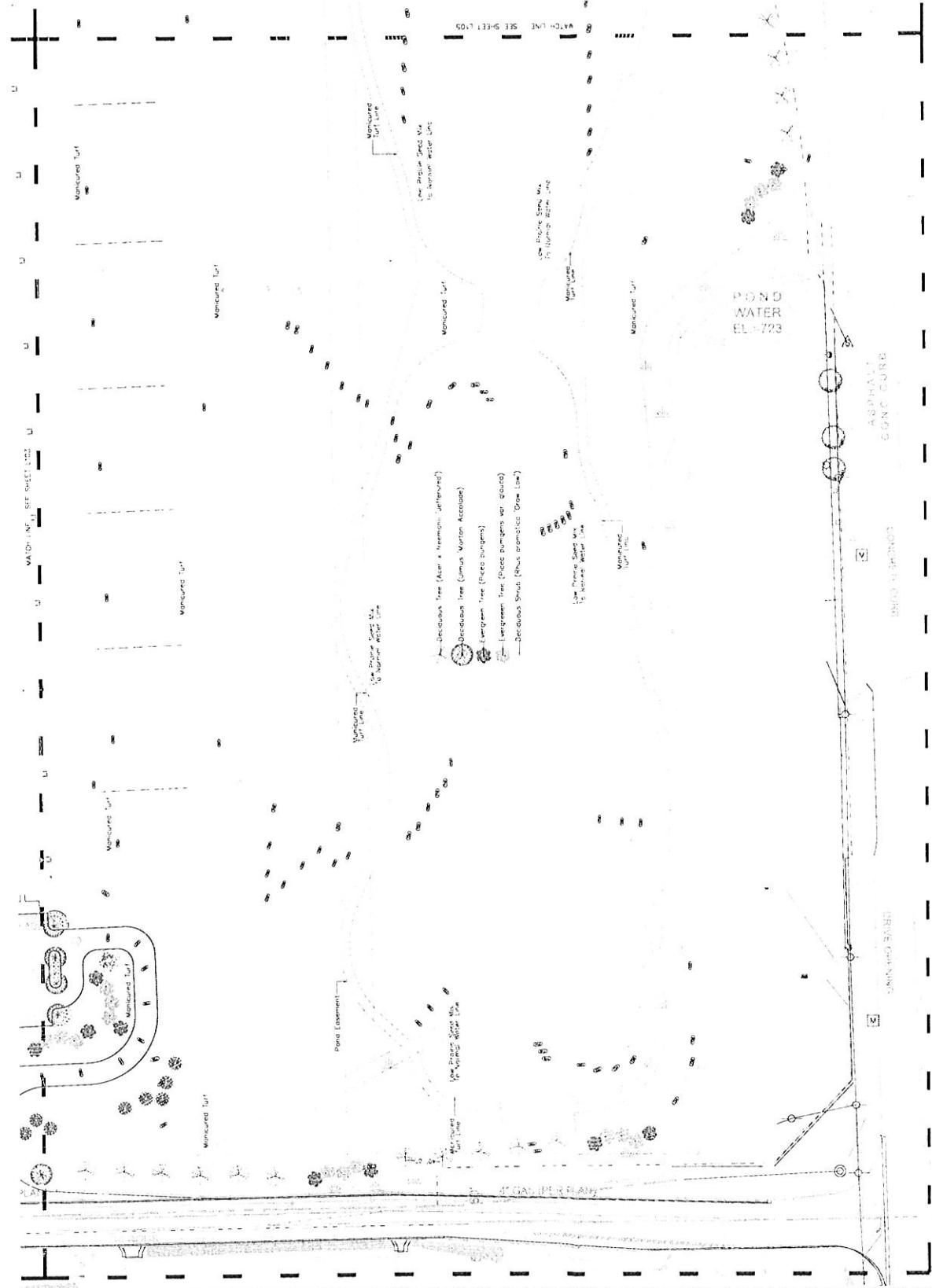
Pinnacle Engineering Group
 1000 W. Wisconsin Ave., Suite 200
 Kenosha, WI 53140
 Phone: 920.393.3333
 Fax: 920.393.3334
 Email: info@pinnacleeng.com

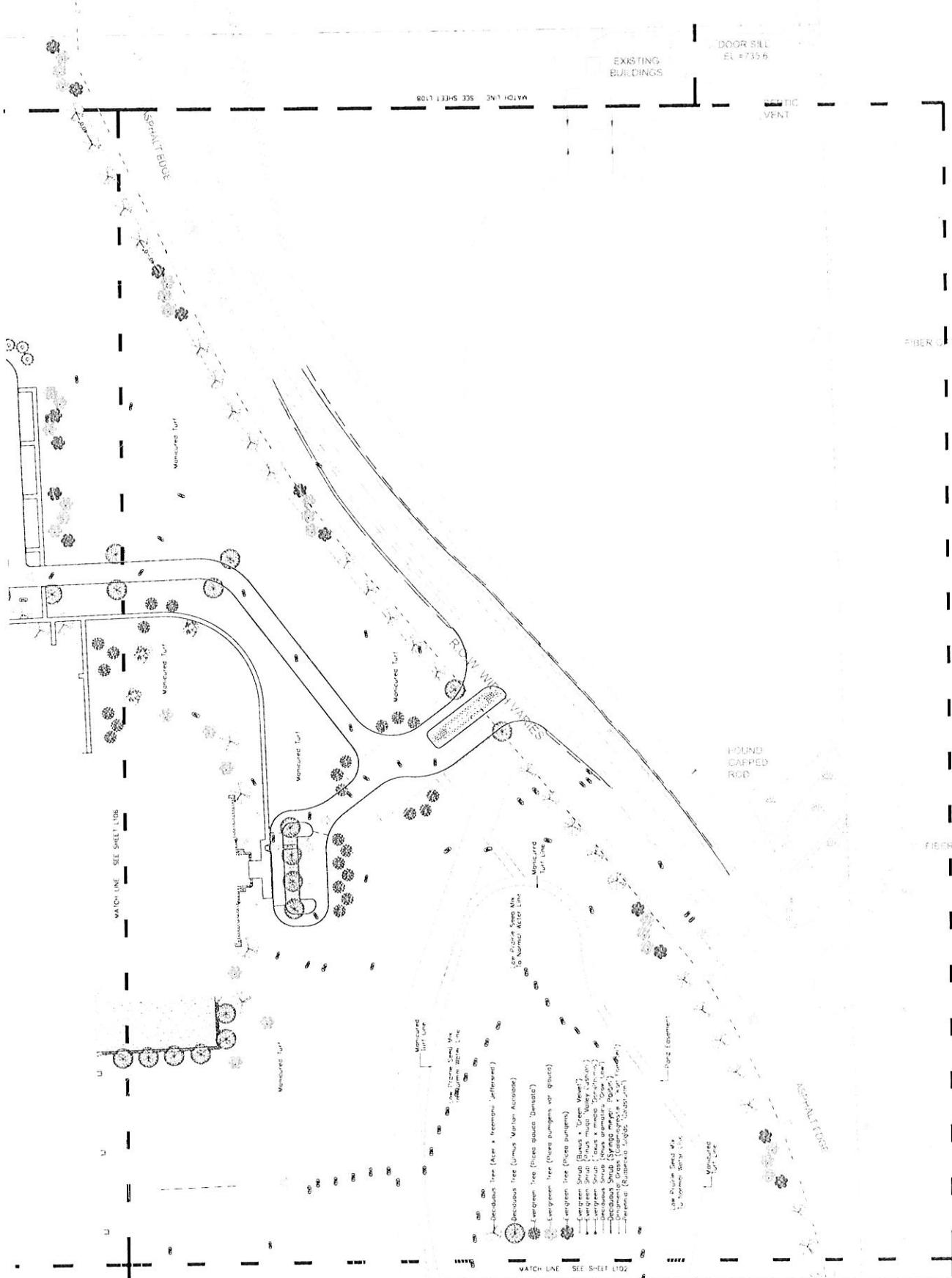
October 19, 2015 Pg. 56

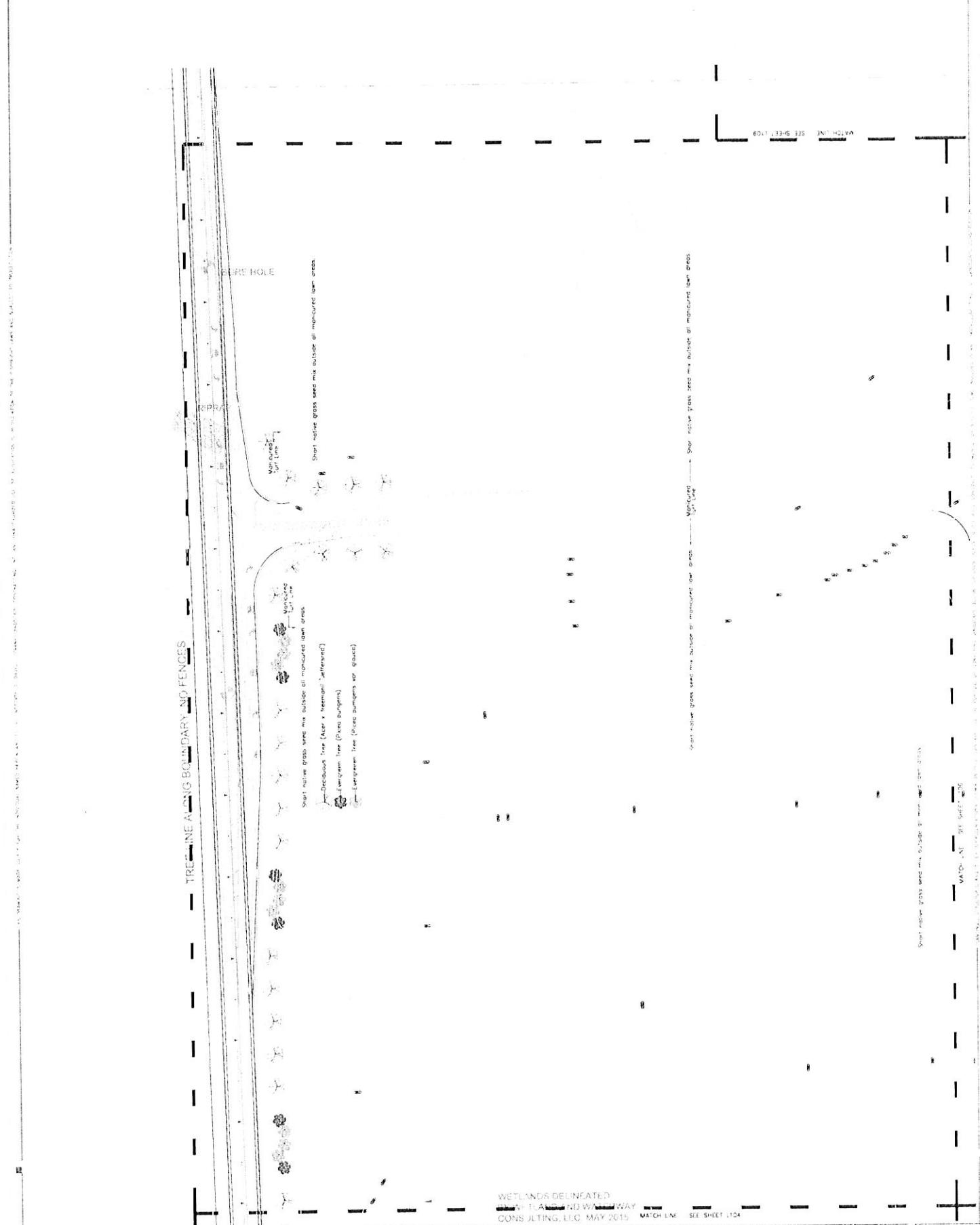




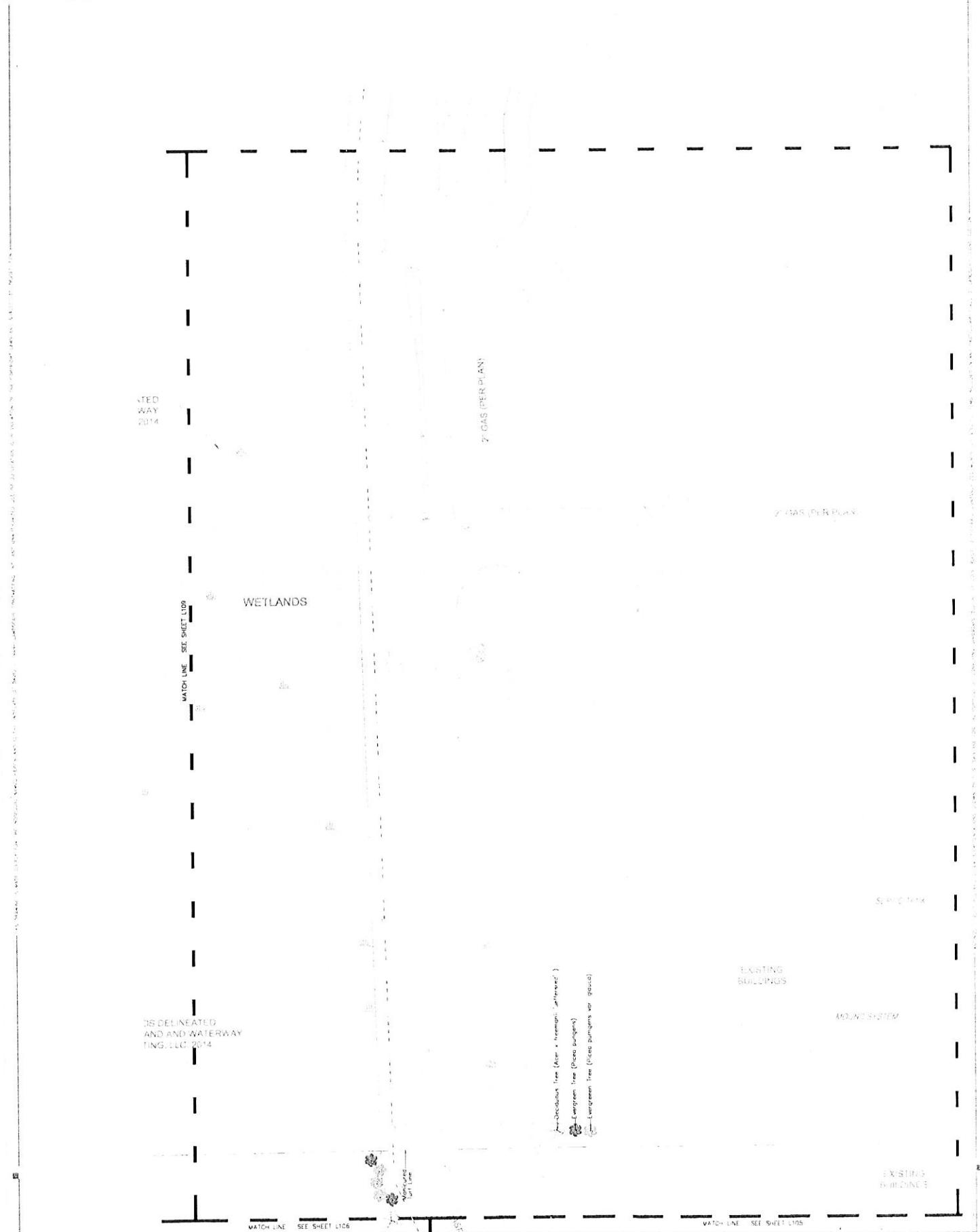


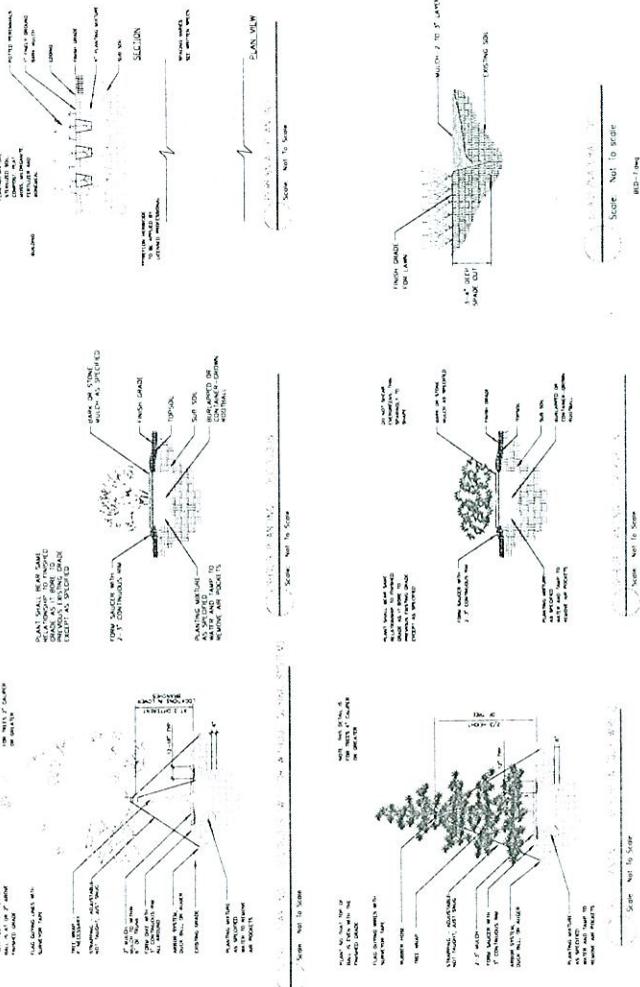






WETLANDS DELINEATED
 BY FIELD AND WALKWAY
 CONSULTING, LLC, MAY 2015





Maintenance Service for Trees, Shrubs, Groundcover and Other Plants
 1. Regularly inspect trees, shrubs, groundcover and other plants for signs of stress, disease, insect damage, and other problems. Report to the contractor any signs of stress, disease, insect damage, and other problems.
 2. Prune trees, shrubs, groundcover and other plants as needed to maintain their health and appearance. Pruning should be done in a way that does not damage the plant and that maintains its natural shape and structure.
 3. Fertilize trees, shrubs, groundcover and other plants as needed to maintain their health and appearance. Fertilization should be done in a way that does not damage the plant and that maintains its natural shape and structure.
 4. Water trees, shrubs, groundcover and other plants as needed to maintain their health and appearance. Watering should be done in a way that does not damage the plant and that maintains its natural shape and structure.
 5. Remove any dead or dying branches, stems, or leaves from trees, shrubs, groundcover and other plants.
 6. Remove any mulch or other material that has become compacted or matted down.
 7. Remove any weeds or other unwanted plants from the area around trees, shrubs, groundcover and other plants.
 8. Report to the contractor any signs of stress, disease, insect damage, and other problems that are not covered by the above items.

PLANT LIST	Quantity	Botanical Name	Common Name	Size/Sp. Area
Deciduous Trees-				
253	45' x 35'	Acer rubrum 'Vignoni'	Red Sweetgum Maple	1" BH
75	45' x 35'	Betula nigra 'Curly'	Heritage River Birch	1" x 15' BH
17	30' x 40'	Quercus laevis	White Oak	1" BH
17	30' x 40'	Quercus prinus	White Oak	1" BH
105	60' x 45'	Ulmus x. Wierii	Allegheny Elm	1" BH
Evergreen Trees-				
24	30' x 40'	Thuja occidentalis	Norway Spruce	1" BH
60	30' x 20'	Thuja occidentalis	Black Hills Spruce	1" BH
113	45' x 25'	Thuja occidentalis	Blue Colorado Spruce	1" BH
186	25' x 25'	Thuja occidentalis	Blue Colorado Spruce	1" BH
Deciduous Shrubs-				
50	1' x 1'	Sparganium angustifolium	Sparganium	6" x 6" Cont.
11	1' x 1'	Sparganium angustifolium	Sparganium	6" x 6" Cont.
Evergreen Shrubs-				
77	3' x 3'	Buxus x. Green Velvet	Green Velvet Boxwood	24" Cont.
5	4' x 4'	Thuja nigra 'Valley Forge'	Valley Forge Blue Spruce	30" Cont.
133	3' x 4'	Thuja occidentalis	Spice Tree	30" Cont.
Perennials-				
167	1' x 1'	Campanula medium 'Karl Foerster'	Karl Foerster Bellflower	3 Gal.
71	3' x 3'	Molinia caerulea	Flaming Moor Grass	3 Gal.

Calculations	Value
North Parking Lot (Parking Lot Area)	120,316 Sq. Ft.
South Parking Lot (Parking Lot Area)	64,701 Sq. Ft.
Landscaping Area	16,250 Sq. Ft.
Percentage of green space to total parking	1.2%
Trees for South Parking Lot (Total)	184
Trees for Buffer Strips (Total)	184
Total Interior Open Space	2,233,607 Sq. Ft.
Trees in Interior Open Space	343
Trees in Parkway	237

Specifications:
 1. All trees, shrubs, and groundcover shall be planted in accordance with the specifications set forth in this manual.
 2. All trees, shrubs, and groundcover shall be planted in accordance with the specifications set forth in this manual.
 3. All trees, shrubs, and groundcover shall be planted in accordance with the specifications set forth in this manual.
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 10. All trees, shrubs, and groundcover shall be planted in accordance with the specifications set forth in this manual.

Landscape Design Development for
 Branch Distribution Facility
 Kershaw, Wisconsin

Operator's (Bartender) License

16

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/17/2015	Christopher Wolf		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160799	6522-59th Ave	Meijer	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/14/2011	BATTERY/DV - REDUCED TO D.C.	GUILTY/REDUCED CHARGE	Y	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	10
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	10

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="10"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Operator's (Bartender) License

1c

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/30/2015	Angela Heitzenrater		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160829	7410-16th Ave	Walgreen's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/21/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	10
2/23/2015	LICENSE NOT ON PERSON	GUILTY	Y	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	10	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="10"/> Demerit Points
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Operator's (Bartender) License

Police Record Report

1F

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/11/2015	Heidi Reau		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160787	3824-14th Ave, Upper	Stein's BP	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/29/2012	ANIMAL LAWS, OTHER	GUILTY	Y	
6/14/2012	ANIMAL AT LARGE	GUILTY	Y	N/A
6/14/2012	ANIMAL LAWS, OTHER	GUILTY	Y	
6/14/2012	ANIMAL LAWS, OTHER	GUILTY	Y	
4/24/2014	POSSESSION OF DRUG PARAPHERNALIA ADOPTING 961.573(1)	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	30	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="30"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

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

19

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/23/2015	Joseph Pucci		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160815	4833-17th Avenue	Ashling on the Lough	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/19/2011	LIQUOR, SELL TO MINOR	GUILTY	Y	25
5/19/2011	LIQUOR, MINOR LOITER IN TAVERN	GUILTY	Y	15

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

CITY ATTORNEY'S COMMENTS

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

Operator's (Bartender) License

Police Record Report

Li

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/17/2015	Nicole Prostko		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160798	5022-7th Ave	Boathouse Pub & Eatery	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/25/2012	VIOLATION OF RESTRICTION	GUILTY DUE TO NO CONTEST	Y	10
10/3/2012	UNDERAGE ALCOHOL	GUILTY	N	20
4/20/2013	OPERATING WHILE SUSPENDED	GUILTY DUE TO NO CONTEST	Y	10
4/26/2011	DRUG/POSSESS MARIJUANA - Reduced to D.C.	GUILTY- AMENDED CHG	N	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	50
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	70

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="70"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Operator's (Bartender) License

Police Record Report

LJ

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/9/2015	Joy Hulse		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160781	3421-122nd St, Pl.Prairie.WI 53158	Charcoal Grill	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/23/2015	OPERATING WHILE INTOXICATED (2ND)	DISPO PENDING	Y	80
3/23/2015	OPERATING W/ PAC (2ND)	DISPO PENDING	Y	

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	80
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	80

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="80"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Operator's (Bartender) License

2a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/25/2015	Peter Brayton		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160751	2525 Jacato Drive, # 10 Racine, WI 53404	Texas Roadhouse	11841 71st Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/4/2010	BURGLARY/BUILDING OR DWELLING (FELONY F)	GUILTY DUE TO NO CONTEST	Y	100
9/16/2008	BURGLARY-BUILDING OR DWELLING-4 CTS (FELONY F)	GUILTY DUE TO NO CONTEST	N	400

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	500	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	520	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, based on material police record and false application
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application



Adverse

FILED	<u>8-25-15</u>
INITIALS	<u>JAD</u>
ADVERSE/NO ADV	
LP	
CC	
LETTER	

OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N160751
 Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B" "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2017. (Unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125, Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Brayton First Name: Peter MI: W
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: Male Phone: 262-721-5877

Home Address: 2925 Sacato Dr #10 Racine WI 53402
CITY STATE ZIP

Email: pbrayton2013@live.com
 (correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

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

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

1. Have you, as an adult, ever been convicted of a major crime (felony), minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No If yes, state: charge, year, result:
Burglary Party to a Crime, 2011, Guilty

2. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No If yes, explain:
2011-2013 Wisconsin Department of Corrections

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

Yes No If yes, explain:

2006 Underinsured accident
2007 Driving without a license

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

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

If yes, state: charge, year, result:

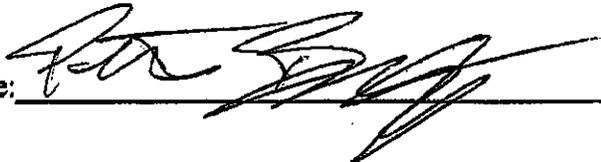
6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Texas Roadhouse, Bella Cibo (Racine, WI)

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

2525 Sagato Dr. #10 Racine WI 53402
6028 Dublin Court Racine WI 53402

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it may be denied.

Applicant's Signature: 

Date: 8/25/15

bartender (operator), page 2

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

3

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
N160790	Samantha Parks		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N160790	5311-20th Ave	Speedway	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
*APPLICANT HAS AN ACTIVE WARRANT THROUGH KENOSHA JOINT SERVICES -02-03-15 DC/CONTEMPT OF COURT (DC BOND-\$303 OR 6 DAYS JAIL)				
10/4/2013	DC/PERSON	GUILTY	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	30	

CITY ATTORNEY'S COMMENTS
ACTIVE WARRANT - DEFER 2 WEEKS OR DENY.

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

4

456-1026492516-03

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

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

Applicant's WI Seller's Permit No.	FEIN Number
	<u>26-3591282</u>
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>417</u>
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>46</u>
TOTAL FEE	\$ <u>463</u>

NP 8/31
CC 9/9

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

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

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Sameer Ali</u>	<u>4718 Wood Road</u>	<u>mt. Pleasant WI 53403</u>
Vice President/Member	<u>Hani Ali</u>	<u>6450 San Marino Dr.</u>	<u>Racine, WI 53406</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Hani Ali</u>	<u>6450 San Marino Dr.</u>	<u>Racine, WI 53406</u>
Directors/Managers			

3. Trade Name Westown 3 Business Phone Number (262) 564-5244
 4. Address of Premises 4222 Sheridan Rd Kenosha, WI Post Office & Zip Code 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 10/2008 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) First floor and basement, for 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? Westown of Kenosha Inc
 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 they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 17 day of Aug, 20 15
Michael J. Nelson
(Clerk/Notary Public)
My commission expires 4-11-17

Hani A. Ali
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Hani A. Ali
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
Hani A. Ali
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk/Deputy Clerk
<u>8/17/15</u>			
Date license granted	Date license issued	License number issued	
<u>8/17/15</u>			

Form BR 2-16

Wisconsin Department of Revenue

5. I have a bartender license for completing the beverage server course at Gateway.

Pc. We do hold a "Class A" Beer license at 4222 Sheridan Road and we hold a "Class A" liquor and "Class A" Beer at 3203 60th St. Kenosha, Wisconsin.

**Alcohol Beverage Retail License
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/17/2015	Sameer Ali		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	4718 Wood Rd., Mt. Pleasant	Westown Food & Liquor	4222 Sheridan Rd.

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/30/2010	LIQUOR, SELL TO MINOR	DISMISSED		
12/22/2010	LIQUOR, SELL TO MINOR	DISMISSED		

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	0	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

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

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

1. Applicant Name Westtown of Kenosha, Inc Business Name Westtown 3

2. Property Information: Address 4222 Sheridan Rd Kenosha WI 53140 Owner Westtown LLC
 If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 5,007 Assessed value of property \$138,100

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$31,000

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

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

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

BEER \$12,593.57 based on July 2015

LIQUOR \$15,000.00 estimated

FOOD \$22,994.71 based on July 2015

OTHER (specify) \$21,322.81 (tobacco, taxable grocery, phone cards, and newspaper) Based on July 2015

TOTAL GROSS MONTHLY REVENUE \$71,911.09

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Westtown of Kenosha, Inc. Business Name Westtown 3

Property Information: Address 4222 Sheridan Rd Owner Westtown LLC
Kenosha, WI 53140

7. Explain how the issuance of this license will benefit the City: It will assist in the further investment of the business and the community with providing jobs.

8. Explain why the business will have a substantial positive impact upon the surrounding properties: Because access to shopping within the neighborhood is further complicated due to transportation to get to the nearest full-service grocery store. And it will help the other businesses around.

9. Explain why the business have a significant, positive influence on the City economy: By creating employment and introduce new products that can widen product range. Taxes will help finance public services in the city of Kenosha.

10. Has the applicant contacted the alderperson of the district where this business is located? Yes - email.

11. List other factors the Common Council should consider: 1) Many of our customers request to provide liquor. 2) We want to be convenient to the customers with everything at a one stop shop. 3) We own another business with beer and liquor license for 13 years. 4) The neighborhood and the City of Kenosha are our first priority. 5) We are a professionally and friendly business that who obeys all the laws. 6) We would like to always improve and to grow our business. 7) Efficient and calm under stress.

Applicant's Signature [Signature]



Sergeant John DeMario #469
Tavern Unit Supervisor
Kenosha Police Department
1000-55th Street
Kenosha, WI 53140-3794
Telephone: (262) 605-7967

June 1, 2014

Hani Ali
Westown Foods & Liquor
3203 60th ST
Kenosha, WI 53142

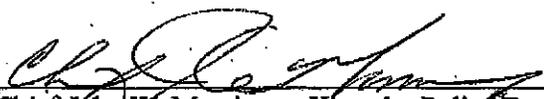
Dear Licensee,

Congratulations and thank you for your efforts leading to your recent success in passing the alcohol sales compliance check conducted at your business. Hiring, training, and supervising responsible staff is essential to keeping your business in compliance with the state laws and local ordinances regulating the sale of alcohol. We appreciate the work you have put into this important part of your business. Responsible alcohol sales from businesses are a respected part of our business community and your efforts to help us keep alcohol out of the hands of youth are appreciated.

We will regularly use decoy compliance checks as a tool in our efforts to keep the City of Kenosha safe. By working together we can make a difference. Our Tavern Unit has recently checked your business numerous times between January and April 2014, using an underage decoy to attempt to purchase alcohol. Your business has consistently refused the sale of alcohol to our decoy. Please pass this information onto your employees who performed correctly during the compliance check. Feel free to contact us if we can better assist you.

Your Assistance is Much Appreciated,


Sergeant John DeMario, Kenosha Police Department


Chief John W. Morrissey, Kenosha Police Department



Sergeant John DeMario #469
Tavern Unit Supervisor
Kenosha Police Department
1000-55th Street
Kenosha, WI 53140-3794
Telephone: (262) 605-7967

January 1, 2015

Hani Ali
Westown Foods and Liquor
3203-60th Street
Kenosha, WI 53142

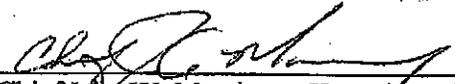
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Your Assistance is Much Appreciated,


Sergeant John DeMario, Kenosha Police Department


Chief John W. Morrissey, Kenosha Police Department

CFSVW07

Agency: 00

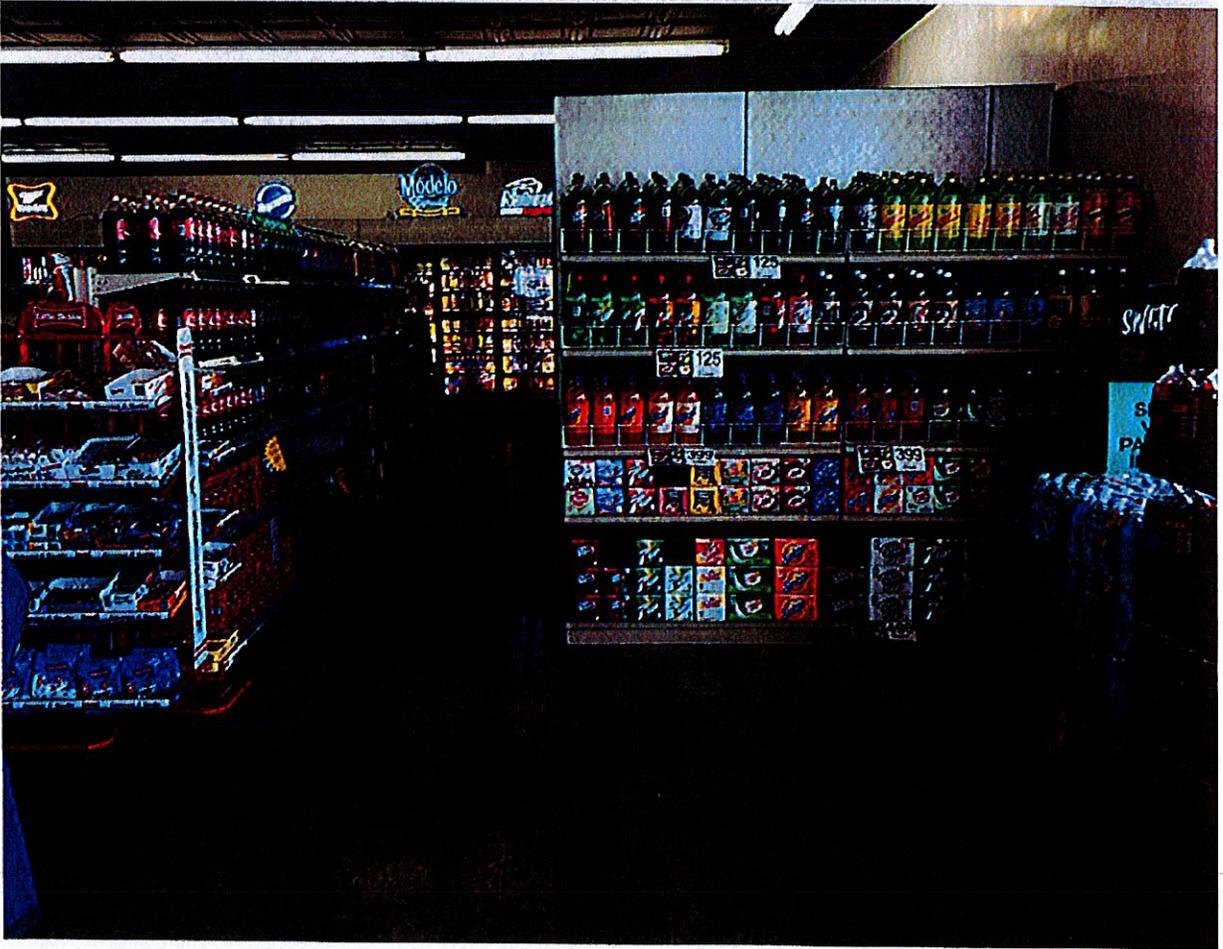
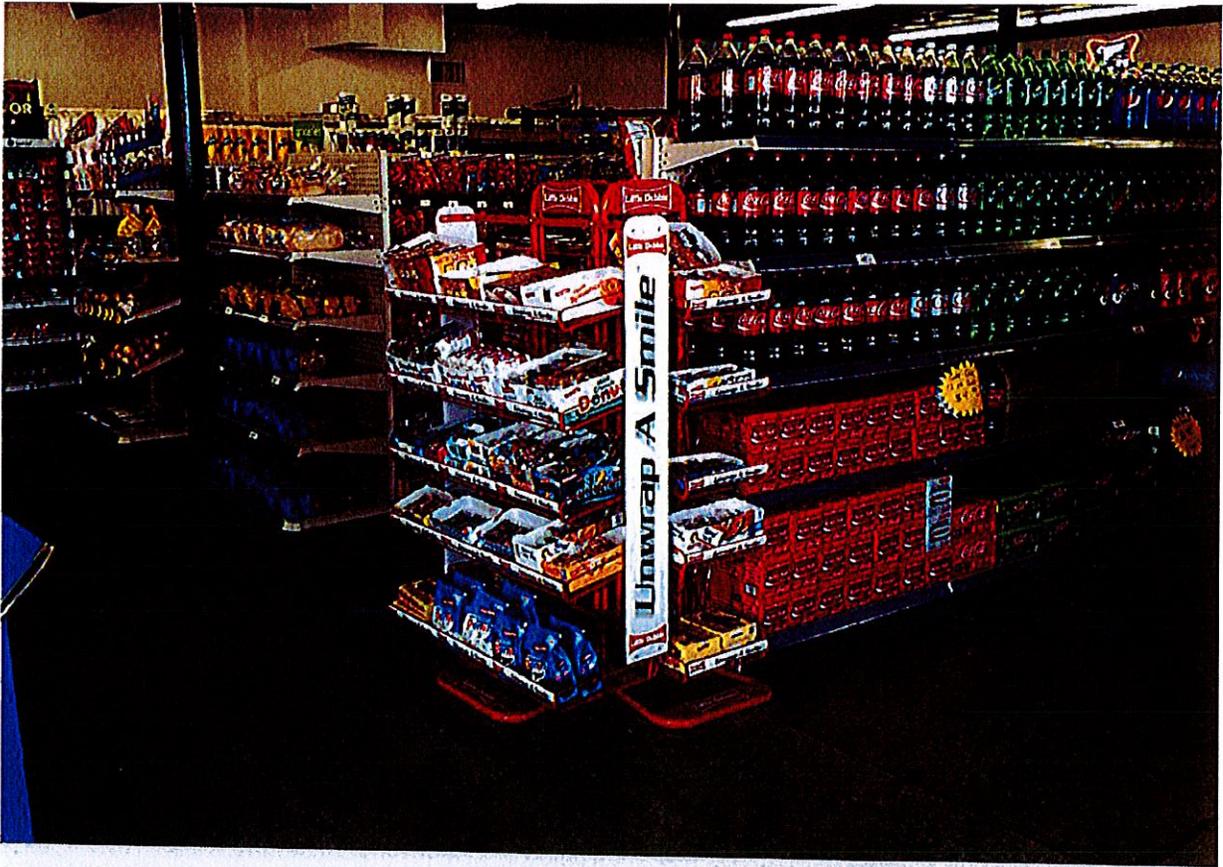
01/01/2012 thru 08/19/2015

Search Criteria used:

Agency	Incident	Date	Time	House No	DIR	Street	Apt No	Activity
00	002015085381	06/11/2015	1602	4222		SHERIDAN RD		THEFT
00	002015079978	06/02/2015	1511	4222		SHERIDAN RD		TRF/PARKING COMPL
00	002015050626	04/10/2015	1234	4222		SHERIDAN RD		ALARM
00	002013066109	05/10/2013	1556	4222		SHERIDAN RD		DC CONDUCT
00	002013065775	05/09/2013	2211	4222		SHERIDAN RD		SRV/CITIZEN ASST
00	002013064441	05/07/2013	1551	4222		SHERIDAN RD		ADDL PATROL
00	002013062235	05/03/2013	1606	4222		SHERIDAN RD		BATTERY
00	002013017951	02/06/2013	1532	4222		SHERIDAN RD		DC/TROUBLE W/KIDS
00	002013014620	01/30/2013	1544	4222		SHERIDAN RD		ADDL PATROL FU
00	002013014603	01/30/2013	1544	4222		SHERIDAN RD		ADDL PATROL
00	002013012159	01/25/2013	1607	4222		SHERIDAN RD		LOITERING
00	002012194727	12/20/2012	1607	4222		SHERIDAN RD		DC/TROUBLE W/KIDS
00	002012194241	12/19/2012	1553	4222		SHERIDAN RD		DC/TROUBLE W/KIDS
00	002012190192	12/11/2012	1556	4222		SHERIDAN RD		ADDL PATROL
00	002012188285	12/07/2012	1551	4222		SHERIDAN RD		ADDL PATROL
00	002012188287	12/07/2012	1553	4222		SHERIDAN RD		DC/TROUBLE W/KIDS
00	002012187769	12/06/2012	1605	4222		SHERIDAN RD		DC/TROUBLE W/KIDS
00	002012174501	11/09/2012	0256	4222		SHERIDAN RD		SUSPICIOUS
00	002012147477	09/19/2012	2048	4222		SHERIDAN RD		BURGLARY

Total Number of Matches: 19



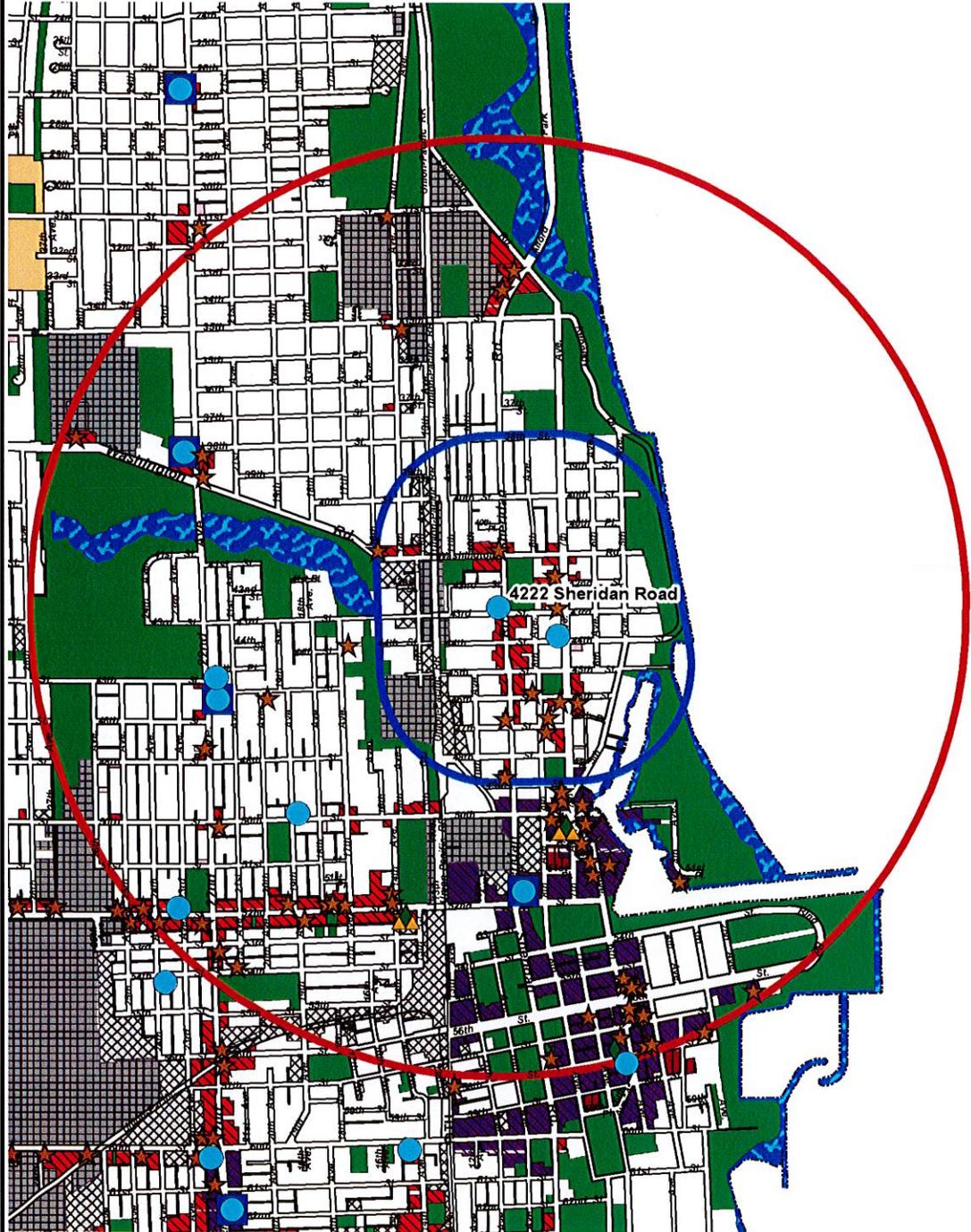






"Class A" Liquor application

4222 Sheridan Road



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

Note: Residential districts are not colored.

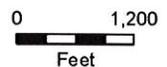
Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 feet from applicant

— 6 blocks from applicant

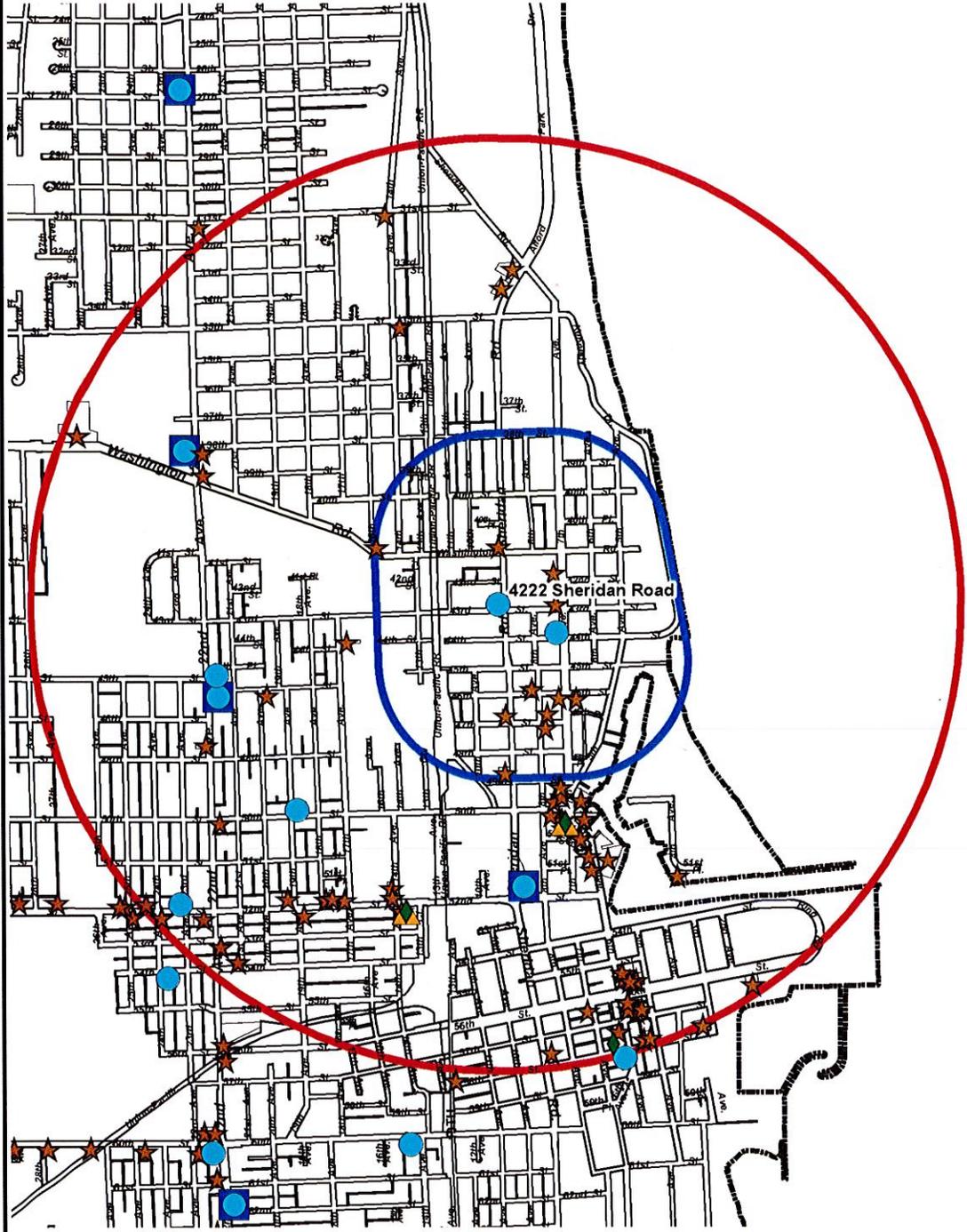
5,280 ft. Radius	Class				
	"A"	"A"	"B"	"B" & "B"	"C"
Residential Districts	0	0	0	4	0
Business Districts	9	3	3	59	2
Other Districts	0	0	0	0	0

6 block Radius	Class				
	"A"	"A"	"B"	"B" & "B"	"C"
Residential Districts	0	0	0	1	0
Business Districts	2	0	0	10	0
Other Districts	0	0	0	0	0



"Class A" Liquor application

4222 Sheridan Road



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

— 5,280 feet from applicant

5,280 ft. Radius	Class				
	Class "A"	Class "A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	4	0
Business Districts	9	3	3	59	2
Other Districts	0	0	0	0	0

— 6 blocks from applicant

6 block Radius	Class				
	Class "A"	Class "A"	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	1	0
Business Districts	2	0	0	10	0
Other Districts	0	0	0	0	0



5

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha Wisconsin 20
(Municipality) (Date)

1. Name of agent Peter Schmidt

- | | Yes | No | |
|----|-------------------------------------|-------------------------------------|--|
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a State law violation? |
| 6. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a Local ordinance violation? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

Peter M. Schmidt
(Signature of Agent)
2811 18th St. Kenosha WI, 53140
(Address)

SUCCESSOR AGENT

The undersigned appoints Peter Schmidt as agent
in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Mega Marts, LLC

Date 9/14 20 15

By Edward [Signature] - VP
(Signature of President/Member)
William [Signature] - President
(Signature of Secretary/Member)

I hereby accept appointment as agent for Mega Marts, LLC dba Pick 'n Save #6871 and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

X Date 9/4/ 20 15

X Peter M. Schmidt
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE.
(See sec. 125.04(6), Wis. Stats.)

Pick 'n Save 6871
2811 18th St
Prev agent: Alma Ruiz



Kenosha WI 9/4 20 15
(Municipality) (Date)
Darlene M. Palmer
(Signature of Official)
Branch Manager
(Title)

Wisconsin Department of Revenue

AT-107a (R 12-13)

District 4

Successor of Agent (Alcohol Beverage License)

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/14/2015	Peter Schmidt		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	5510 S. Lorene St., Milwaukee, WI 53221	Pick n Save	2811-18th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
	Adverse due to previous agent: Alma Ruiz, (12-30-14 -LIQUOR, SELL TO MINOR -DISMISSED)			

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	75	
Were all offenses listed on the application?		
TOTAL DEMERIT POINTS	75	

CITY ATTORNEY'S COMMENTS
LICENSE REINSTATED FOLLOWING 6/15 REVOCATION HEARING, SUBJECT TO 75 DEMERIT POINTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="75"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

E-MAILED SEP 11 2015

ADV LP 9/28

Emailed 9/18

6

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Kenosha Wisconsin 8-31 20 15
(Municipality) (Date)

1. Name of agent Aaron Matthews

- Yes No
2. [X] [] Are you of legal drinking age?
3. [X] [] Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. [] [X] Have you ever been convicted of a federal law violation?
5. [] [X] Have you ever been convicted of a State law violation?
6. [] [X] Have you ever been convicted of a Local ordinance violation?
7. [X] [] Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Agent)
1542 24th Ave Kenosha, WI 53140
(Address)

SUCCESSOR AGENT

The undersigned appoints Aaron Matthews as agent
in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Walgreen Co.
Date 8-31 20 15
By [Signature] (Signature of President/Member)
[Signature] (Signature of Secretary/Member)

I hereby accept appointment as agent for Walgreens and assume
full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 8-31 20 15
[Signature]
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE.
(See sec. 125.04(6), Wis. Stats.)

Walgreens # 03617
3805-80th St
District # 14
Prev. Agent: Robert Hilber
(Municipality) WI (Date) 20
(Signature of Official)
(Title)

E-MAILED OCT - 6 2015



7

FILED	10-5
INITIALS	M
ADVERSE/NO ADV	
LP	10/12
CC	10/19

PUBLIC ENTERTAINMENT LICENSE

Saturday
10-24-15

YEARLY Type: 119 Fee: \$300 Expires: _____ DAILY Type: 118 Fee: \$50.00/day Date(s): _____

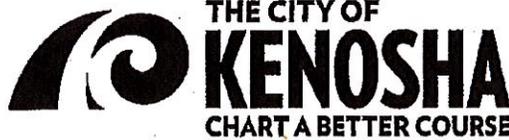
PLEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. 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.)

- Licensee Name: Woman's Club of Kenosha District# 2
(Individual or Corporation/LLC- same as WI Seller's Permit)
- Trade Name: GFWC Womans Club of Kenosha Trade Address: 6028- 8th Ave
- If license is in the name of a Corp. or LLC, Agent Name: Jennifer Ours
- Date of Birth of Agent (if Corporation/LLC) or Individual: _____
- Address: 8015- 17th Ave Phone: _____ Email: exceptionalevent@att.net
(correspondence will be via email if address is given)
- Attach an "Applicant's Report of Police Record" for each individual, partner, and corporate member
- Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) yes no
- If you previously held the license applied for, was it ever suspended or revoked? yes no
If yes, explain: _____
- Describe in detail the type of entertainment to be provided: Jason Kent Flying Circus Band.

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

Applicant's Signature: [Signature] Date: 10-5-2015
(Individual/Agent of Corporation)

E-MAILED SEP 23 2015



8

FILED	9-23-15
INITIALS	RS
ADVERSE/NO ADV	NO ADV
LP	10/12
CC	10/19
LETTER	EM 10/1
SPEEDY APP	—

CABARET LICENSE
DAILY Type: 213 Fee: \$50.00/day

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

Date(s) of Event: 10-24-15 Explanation of Event: Birth Day Party

1. Licensee Name: MASTER INC District # 3
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Our Kenosha Tap Trade Address: 3221-60 St

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

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

5. Address: 6021-33 Ave Phone: 818-9195 Email: nasterau@aol.com
(correspondence will be via email if address is given)

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

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

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

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

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

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

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

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

Our Kenosha Tap 3221-60 St
City of Kenosha 625-52 St.

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

6021-33 Ave

SPEEDY APPROVAL:

Applications for a One (1) Day License may be administratively approved by the City Clerk if the application is filed twenty-four (24) hours prior to the date for which the License is sought, not including weekends and holidays, commencing at 8:00 a.m. of the day following the date of which a properly completed application was filed with the City Clerk/Treasurer; if the application is sponsored by the Alderperson of the District in which the License will be located, or in the event that the Alderperson of the District is unavailable, sponsored by a member of the Committee on Licenses/Permits; and the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statute Chapter 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be reviewed pursuant to the procedure applicable to Probationary and Annual Licenses.

FOR SPEEDY APPROVAL ONLY (must be filed at least 24 hours prior to event)

District Alderperson: _____ - or, if Alderperson is unavailable,
(signature)

Member of L/P Committee: _____ Date: _____
(signature)

Municipal Violations: Yes No _____ (office use only)

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

Applicant's Signature: Nasser Muesel Date: 9-23-15
(Individual/Agent of Corporation)

daily cabaret, page 2

RECEIVED SEP 23 2015



FILED 9-23-15
INITIALS RS
ADVERSE (NO ADV)
LP 10/12
CC 10/19
LETTER 2/19/1
SPEEDY APP

CABARET LICENSE
DAILY Type: 213 Fee: \$50.00/day

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

Date(s) of Event: 11-28-15 Explanation of Event: Birth Day Party

1. Licensee Name: MASTER INC District # 3
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Our Kenosha Tap Trade Address: 3221-60 ST

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

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

5. Address: 6021-33 Ave Phone: 262 818-9195 Email: master2u@aol.com
(correspondence will be via email if address is given)

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

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

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

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

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

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

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

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

Our Kenosha Tap 3221-60 St.
City of Kenosha 625-52 St.

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

6021-33 Ave

SPEEDY APPROVAL:

Applications for a One (1) Day License may be administratively approved by the City Clerk if the application is filed twenty-four (24) hours prior to the date for which the License is sought, not including weekends and holidays, commencing at 8:00 a.m. of the day following the date of which a properly completed application was filed with the City Clerk/Treasurer; if the application is sponsored by the Alderperson of the District in which the License will be located, or in the event that the Alderperson of the District is unavailable, sponsored by a member of the Committee on Licenses/Permits; and the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statute Chapter 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be reviewed pursuant to the procedure applicable to Probationary and Annual Licenses.

FOR SPEEDY APPROVAL ONLY (must be filed at least 24 hours prior to event)

District Alderperson: _____ - or, if Alderperson is unavailable,
(signature)

Member of L/P Committee: _____ Date: _____
(signature)

Municipal Violations: Yes No (office use only)

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

Applicant's Signature: Nasser Wood Date: 9-23-15
(Individual/Agent of Corporation)

daily cabaret, page 2



9

FILED 9/28
INITIALS mn
ADVERSE (NO ADV)
LP 10/12
CC 10/19
LETTER EM 10/1

CABARET LICENSE YEARLY

Type: 212 Fee: \$300/year Expires: June 30, 2016

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

1. Licensee Name: SWEDISH AMERICAN CLUB District# 8
(NOTE: must be same name as beer/liquor license)
2. Trade Name: SWEDISH AMERICAN CLUB Trade Address: 7002-30TH AVE
3. If license is in the name of a Corporation or LLC, Agent Name: SALA MUSTAFA
4. Date of Birth of Agent (if Corporation/LLC) or Individual: _____
5. Address: 7002-30TH AVE Phone: 262-764-6103 Email: SMUSTAFA@ICLOUD.COM
(correspondence will be via email if address is given)
6. Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)
7. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No
If yes, state: charge, year, result
8. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time? Yes No
If yes, state: charge, year, result
9. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State? Yes No If yes, explain: _____

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

Yes No If yes, explain:

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

If yes, state: charge, year, result

SPEEDING - PAID MOUNT PLEASANT.

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

If yes, state: charge, year, result

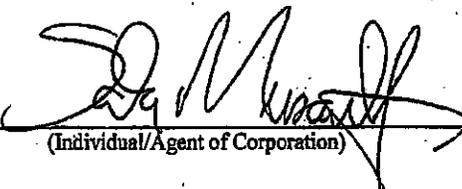
13. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

THE SWEDISH BAR - 7002 30TH AVE KENOSHA, WI 3 1/2 YEARS
CORAN PAVILION - 8049 SHERIDAN RD KENOSHA, WI 5 YEARS
CORCORAN LOUNGE - 8249 SHERIDAN RD KENOSHA, WI 18 YEARS

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

3913 - SHERIDAN ROAD KENOSHA

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

Applicant's Signature: 
(Individual/Agent of Corporation)

Date: Sept 29th 2015

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 C.2
OF THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING LICENSE INVESTIGATION**

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

Section One: Subparagraph 10.03 C.2. of the Code of General Ordinances for

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

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

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. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

TO REPEAL SUBPARAGRAPHS 10.03 D.2.; TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 D.3.; AND TO RENUMBER SUBPARAGRAPHS 10.03 D.3.–D.6. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA AS 10.03 D.2-D.4., REGARDING LICENSE INVESTIGATION FOR RETAIL “CLASS A” LIQUOR LICENSES

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

Section One: Subparagraph 10.03 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Subparagraph 10.03 D.3. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

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

Section Three: Subparagraphs 10.03 D.3-D.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 10.03 D.2-D.4.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



TO: Mayor Keith Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections

RE: **Ordinance 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. (CTH N - 38th Street ROW) (District 16)**

DATE: October 19, 2015

This Ordinance will attach all remaining 38th Street right-of-way located in the Town of Somers, East of I94 to CTH S, to the City.

This Attachment is consistent with the First Amendment to the City of Kenosha/Town of Somers Cooperative Boundary Plans as approved by the Wisconsin Department of Administration on September 14, 2015.

Since the Attachment is consistent with the Cooperative Plan and only includes right-of-way, Staff recommends approval of the Attachment.

RS:kas
Attachment

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Property Name: CTH N – 38th Street ROW

Located at: East of I94 to CTH S

Town of Somers
[CTH N – 38th Street ROW]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, 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, and pursuant to the First Amendment to the City of Kenosha and Town of Somers Cooperative Boundary Plan as approved by the Wisconsin Department of Administration on September 14, 2015, the territory in the Town of Somers, Kenosha County, Wisconsin, road rights-of-way, described on the attached legal description, Exhibit "A", and map, Exhibit "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after the effective date of this ordinance, 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.

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

ATTEST: _____ City Clerk
 Debra L. Salas

APPROVED: _____ Mayor Date: _____
 Keith G. Bosman

Passed:

Published:

Drafted By:
Edward R. Antaramian
City Attorney

Roadway Jurisdictional legal descriptions
City/Somers
(6-5-2015)

County Trunk Highway "N" – 38th Street

- 1) Commencing at the West ¼ corner of Section 30 Town 2 North, Range 22 East of the Fourth Principal Meridian; thence East along the North line of the Southwest ¼ of said Section 30 (said line also being the centerline of 38th Street) 846.8 feet to the West line of Certified Survey Map 620 as recorded in the Kenosha County Register of Deeds Office as document number 643225. (said line also being the East line of the West ½ of the Southwest ¼ of said Section 30) and the place of beginning of lands described; thence southerly along the West line of said Certified Survey Map 620 40 feet thence; N 86°59'16" E 52 feet; thence North parallel with the West line of said Certified Survey Map 620, 7 feet thence N 86°59'16" E 856.95 feet; thence N 87°49'39" E 225 feet; thence N 87°28'34" E 188.665 feet to the east line of the Southwest ¼ of said Section 30; thence continuing N 87° 28' 34" E 21.335 feet thence N 87° 36' 38" E 150 feet ; thence N 86°24' 38" E 444.53 feet; thence N 88° 13'04" E 588.86 feet; thence N 87°30'45" E 453.25 feet; thence N 87°44'47" E 694.665 feet; thence N 87°59' 34" E 319.98 feet to the East line of said Section 30 at a point which is 53.42 feet N 02°01'47" W of the East ¼ corner of said Section 30; thence N 02°01'47" W along the East line of the Northeast ¼ of said Section 30 to a point which is 118.7 feet N02°03'20" W of the east ¼ corner of said Section 30; thence S 87°59'34" W 243.4 feet to the East line of Certified Survey Map 921 as recorded in the Kenosha County Register of Deeds Office as document 703095; thence southerly along the East line of said Certified Survey Map 921, 33 feet to the south line of said Certified Survey Map 921 which is also the centerline of 38th Street; thence S 87° 59'34" W (recorded as S 87° 44'41" W) along the south line of said Certified Survey Map 921, 76.58 feet to an angle point; thence continuing along the south line of said Certified Survey Map 921 S 87° 44'47" W (recorded as 87° 44'41" W) 103.71 feet; thence northerly along the West line of Certified Survey Map 921, 33 feet (recorded as 30 feet) to the North line of 38th Street; thence S 87°44'47" W 590.955 feet; thence S 87°30'45" W 453.25 feet; thence S 88°13'04" W 588.86 feet to the East line of Certified Survey Map 2765 a Certified Survey Map recorded with the Kenosha County Register of Deeds Office as document 1734027 which point is also the centerline of Kilbourn Road Ditch, also known as Kilbourn Ditch Creek; thence S 86°24'38" W along the South line of Certified Survey Map 2765 439.25 feet, more or less; thence S 87°36'38"W 0.53 feet; thence S 02°23'22" E 33 feet to the centerline of 38th Street; thence S 87°36'38" W 149.13 feet; thence S 87°28'34" W 210 feet thence; S 87°43'34" W 225.19; thence N 02°31'26" W 33 feet; thence S 87°43'34" W 31.5 feet; thence S86°59'16"W 875.57 feet; thence southerly along the northerly extension of the West line of Certified Survey Map 620, 33 feet to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 2) Commencing at a point on the West line of the Northwest $\frac{1}{4}$ of Section 29, Township 2 North, Range 22 East of the Fourth Principal Meridian which is 118.7 feet north of the west $\frac{1}{4}$ corner of said Section; thence S $89^{\circ}37'10''$ E 337 feet to the place of beginning; thence south parallel with the West line 33 feet; thence S $89^{\circ}37'10''$ E 505.5 feet; thence north parallel with the West line 33 feet; thence N $89^{\circ}37'10''$ W 505.5 feet to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 3) Commence at a point on the West line of the Northwest $\frac{1}{4}$ of Section 29, Township 2 North, Range 22 East of the Fourth Principal Meridian, which is 85.7 feet north of the west $\frac{1}{4}$ corner of said Section, thence S $89^{\circ}37'10''$ E 1,011 feet to the point of beginning; thence north parallel to the West line 33 feet; thence S $89^{\circ}37'10''$ E 1,083.45 feet; thence N $79^{\circ}08'05''$ E 56 feet; thence N $30^{\circ}34'44''$ E 31.4 feet; thence N $37^{\circ}19'32''$ W 29.6 feet thence Southeasterly to the northwest corner of Certified Survey Map 927 recorded in the Kenosha County Register of Deeds Office as document 703101; thence N $89^{\circ}37'10''$ W 200.21 feet along the South line of 38th Street to the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 29, thence north along the west line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 29, 33 feet thence; N $89^{\circ}37'10''$ W to a point 1,011 feet S $89^{\circ}37'10''$ E from the West line of said Section 29 and the place of beginning of said parcel. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

Interstate 94

Ave.

120th Ave.

Burlington Rd.

City of Kenosha

Town of Somers

Town of Somers

City of Kenosha

102ND AVE

Burlington Rd.

96TH AVE



DCCI - City Attorney - ERA - May 7, 2015 - mc

County Trunk Highway "N"

 Right-of-Way to be attached into City

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

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

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

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

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

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

6.05 PERMITS

A. Definitions.

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

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

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

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

BA. Permits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~2. Waiver.~~

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

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

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

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

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

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

EF. Permitting Authority.

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

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

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

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

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

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

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

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

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

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

8. ~~Other considerations:~~

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

resources on an equitable basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO.

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

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

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

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

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

28.03 PUBLIC RECORD

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

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

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

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

B. Definitions.

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

2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy. For multi-unit structures, each non-residential unit is deemed a separate “building” subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.

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

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

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

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

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

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

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

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

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

12. Owner. Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:

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

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

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

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

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

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

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

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

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

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

20. Waste. “Waste” shall mean garbage, ashes, rubbish and trash, but not of an earthly or construction nature.

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

22. Zoning Ordinance. The Zoning Ordinance for the City of Kenosha, Wisconsin.

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

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

28.05 APPLICABILITY

A. General. The provisions of this Vacant Building Code shall apply to all manufacturing, commercial, institutional, residential, and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days.

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO.

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

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

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

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

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

28.03 PUBLIC RECORD

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

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

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

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

B. Definitions.

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

2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy. - For multi-unit structures, each non-residential unit is deemed a separate “building” subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.

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

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

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

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

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

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

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

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

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

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

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

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

d. Is a land contract vendor, where either:

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

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

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

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

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

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

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

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

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

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

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

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

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

28.05 APPLICABILITY

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO.

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

10.074 OPEN CONTAINER ENTERTAINMENT EVENT

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

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

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

C. Application.

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

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

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

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

E. Applicant's Responsibility.

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

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

3. Security. Applicant shall provide security as detailed in the application security plan. All security personnel for an Event shall be clearly identified by approved uniform.

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

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

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

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

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

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

5. Hours of Operation. Open Containers of Fermented Malt Beverages and/or Wine shall not be permitted within an Outdoor Open Container Entertainment Event between the hours of 12:00 a.m. and 10:00 a.m. A Licensee shall not allow the removal of alcohol in an Open Container for the consumption of alcohol off a Licensed Premises between the hours of 12:00 a.m. and 10:00 a.m.

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

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

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

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

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

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

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

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

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

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

16. A Commercial Retail establishment which is not licensed to permit consumption of alcoholic beverages on premises shall not permit patrons to enter the establishment with an open container containing an alcoholic beverage at any time.

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

10.074 OPEN CONTAINER ENTERTAINMENT EVENT

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

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

percent of alcohol by volume.

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

C. Application.

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

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

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

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

E. Applicant's Responsibility.

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

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

3. Security. Applicant shall provide security as detailed in the application security plan. All security personnel for an Event shall be clearly identified by approved uniform.

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

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

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

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

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

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

5. Hours of Operation. Open Containers of Fermented Malt Beverages and/or Wine shall not be permitted within an Outdoor Open Container Entertainment Event between the hours of 12:00 a.m. and ~~6~~10:00 ~~p~~a.m. A Licensee shall not allow the removal of alcohol in an Open Container for the consumption of alcohol off a Licensed Premises between the hours of 12:00 a.m. and ~~6~~10:00 ~~p~~a.m.

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

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

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

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

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

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

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

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

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

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

16. A (Commercial) Retail establishment which is not licensed to permit consumption of alcoholic beverages on premises shall not permit patrons to enter the establishment with an open container containing an alcoholic beverage at any time.

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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

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

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

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

LOCATION AND ANALYSIS:

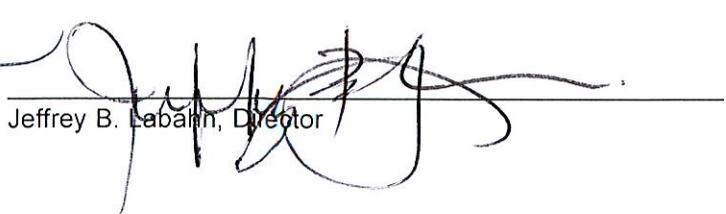
Site: 6201 14th Avenue

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

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance.


PaPhouala Vang, Land Use Planner


Jeffrey B. Labahn, Director

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

ORDINANCE NO. _____

SPONSOR: CITY PLAN COMMISSION

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

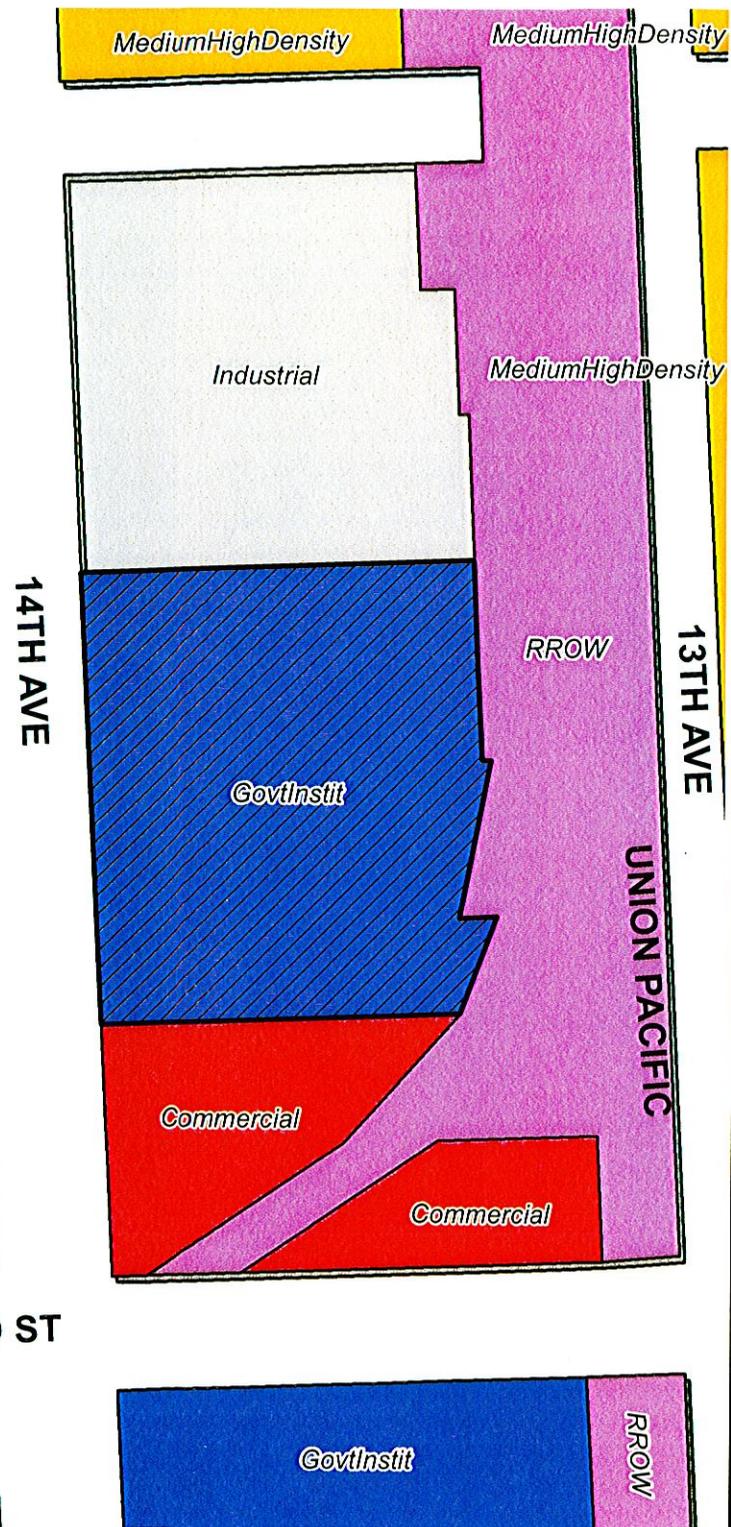
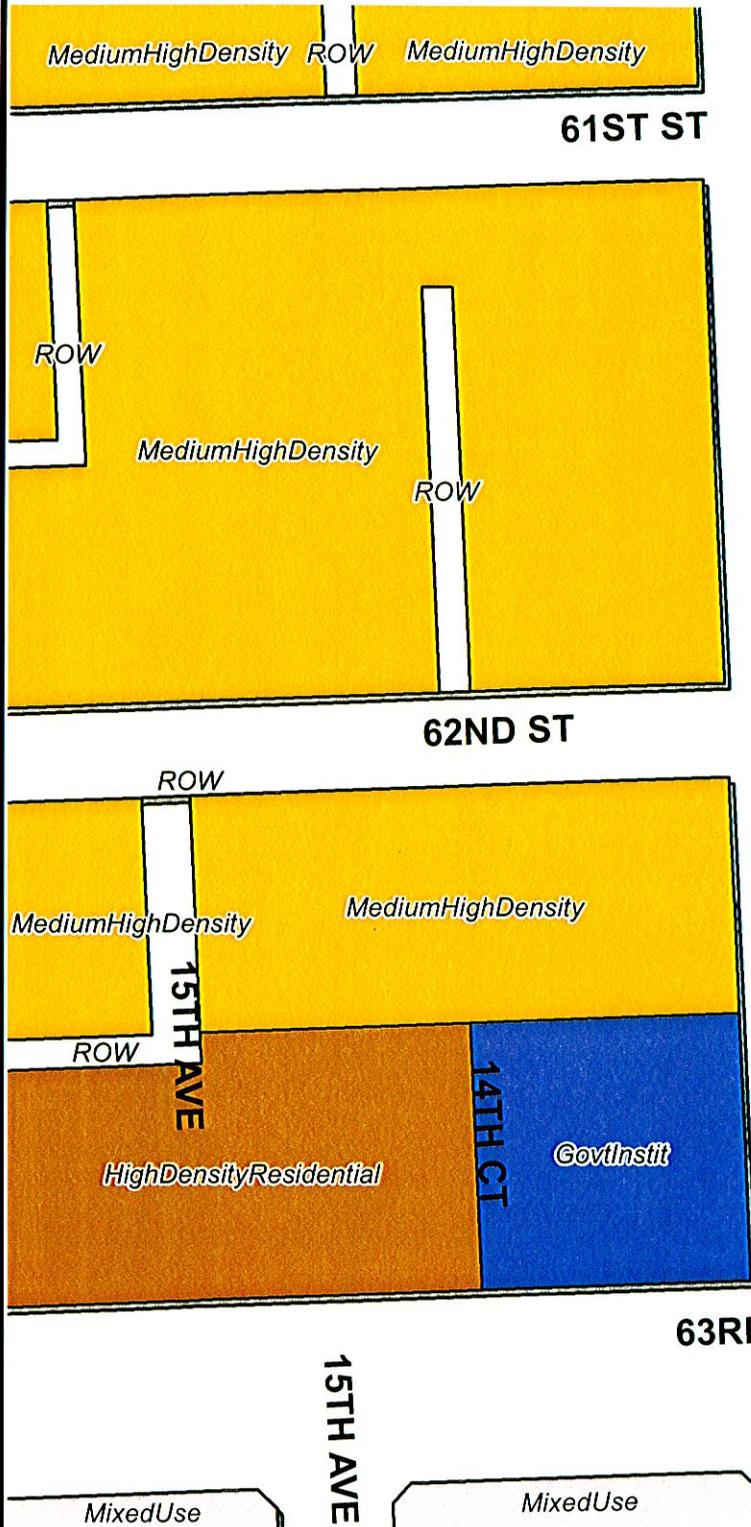
City of Kenosha

Comprehensive Plan Amendment

Shalom Center Petition

Supplement No. C4-15

Ordinance No. _____



Property requested to be changed from Government and Institutional to Industrial



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

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

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

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

LOCATION AND ANALYSIS:

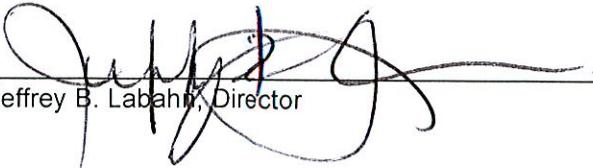
Site:	6201 14th Avenue	<u>Vicinity Zoning/Land Use</u>
Neighborhood:	Columbus	North: B-2/Commercial
		South: B-2/Commercial
		East: M-1/Railroad
		West: B-2/Mixed Residential - Community Health Center

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

RECOMMENDATION:

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


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


Jeffrey B. Labahn, Director

October 19, 2015 Pg. 141

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

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

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

Section One: That the land shown on the attached Supplement Map No. Z7-15 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted by:
JONATHAN A. MULLIGAN
Assistant City Attorney

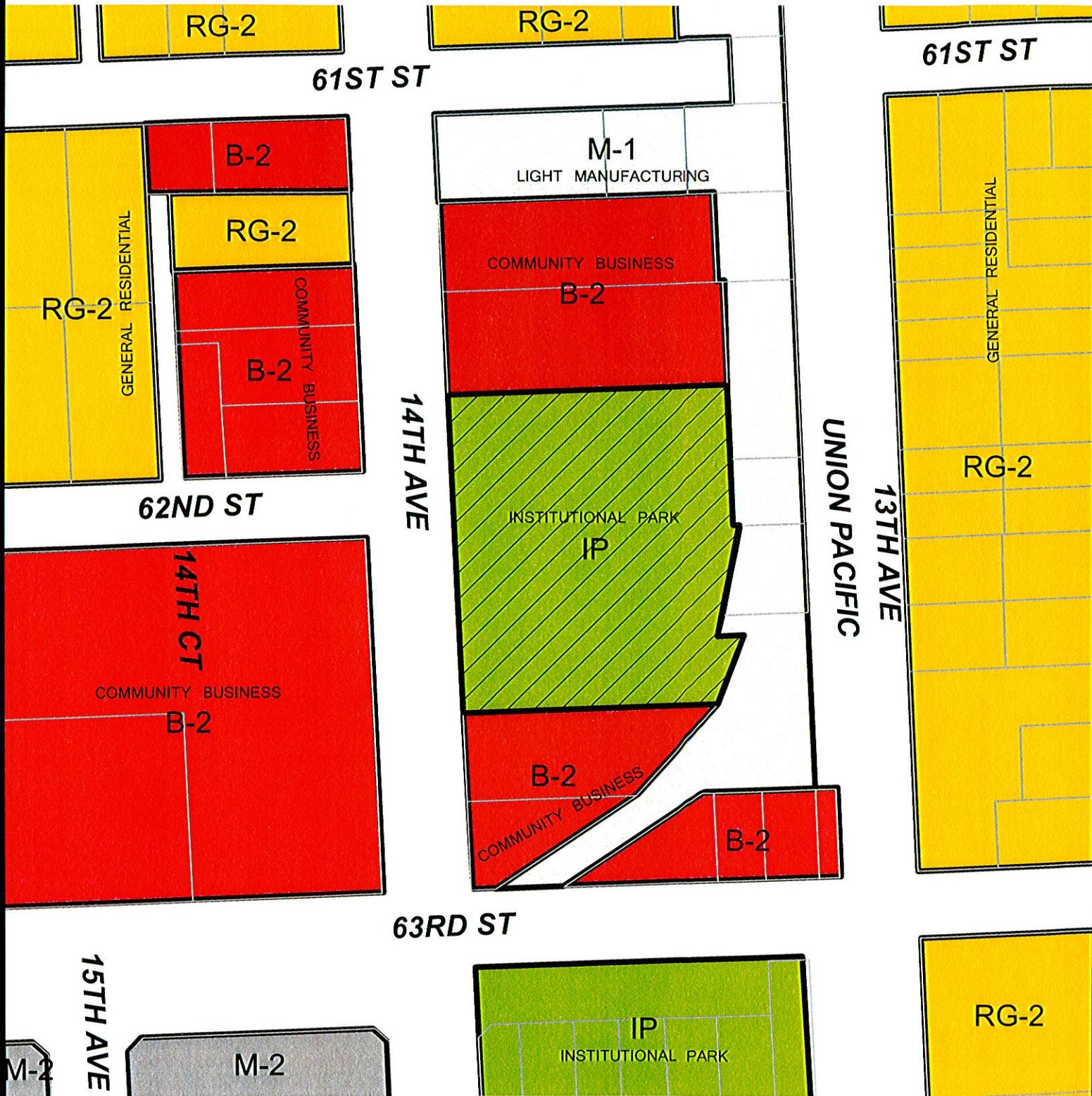
City of Kenosha

District Map Rezoning

Supplement No. Z7-15

Ordinance No.

Shalom Center petition



Property requested to be rezoned from:



*IP Institutional Park to
M-1 Light Manufacturing*

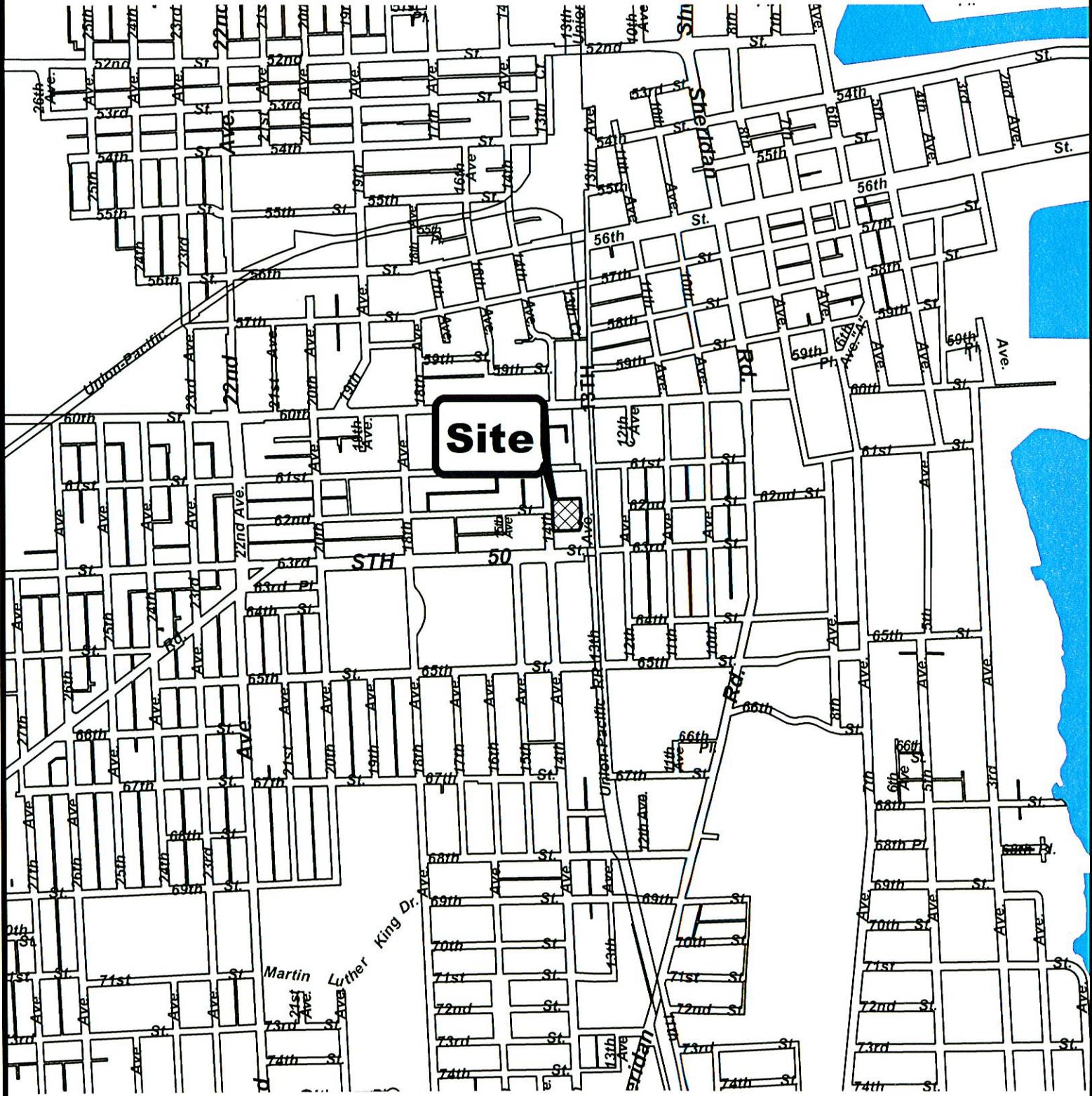


October 19, 2015 0 100
Feet

City of Kenosha

Vicinity Map

Shalom Center rezoning



 Property requested to be rezoned

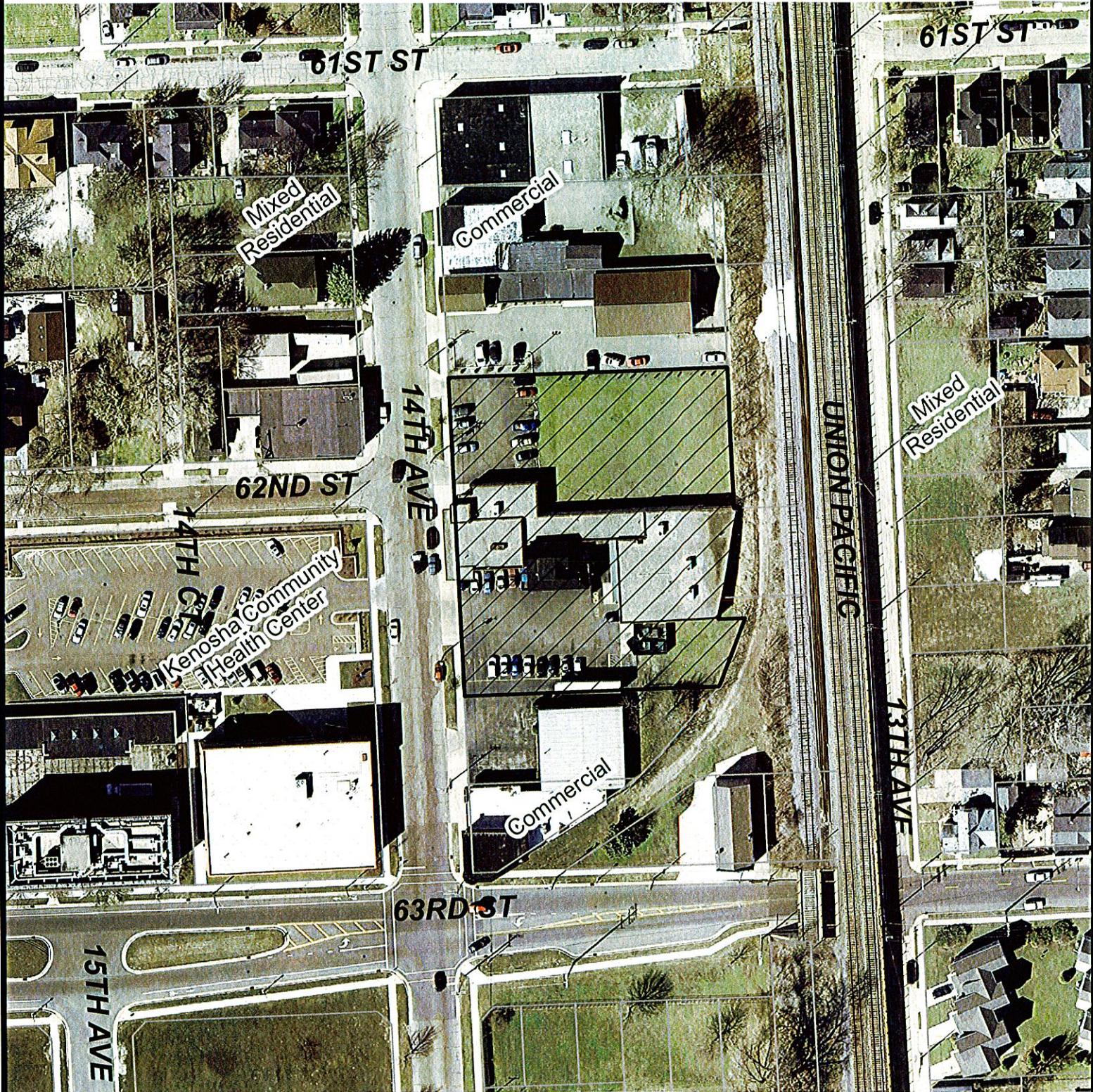


0 1,000
October 19, 2015 Pg. 144
Feet

City of Kenosha

Land Use Map

Shalom Center Rezoning



 Property Requested to be Rezoned



0 100
October 19, 2015 Pg. 145
Feet

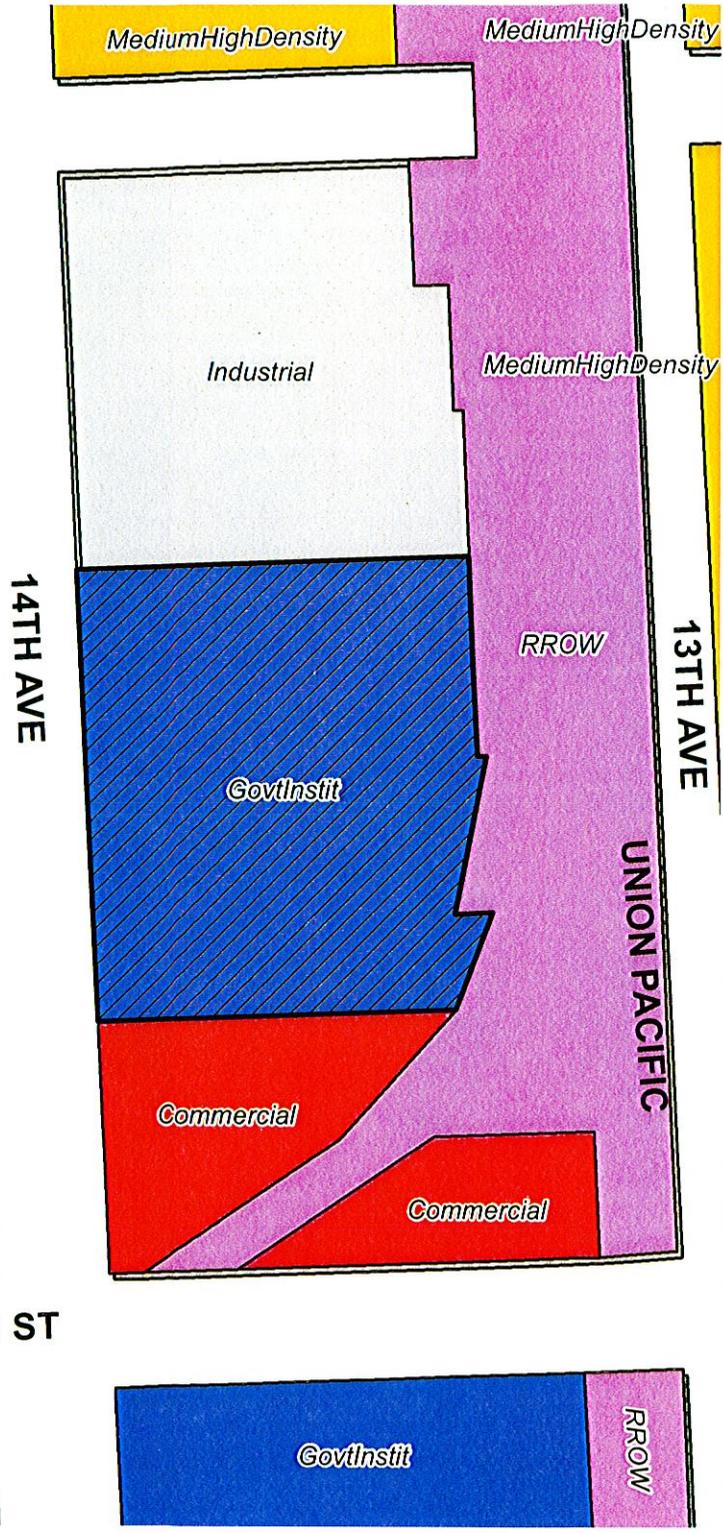
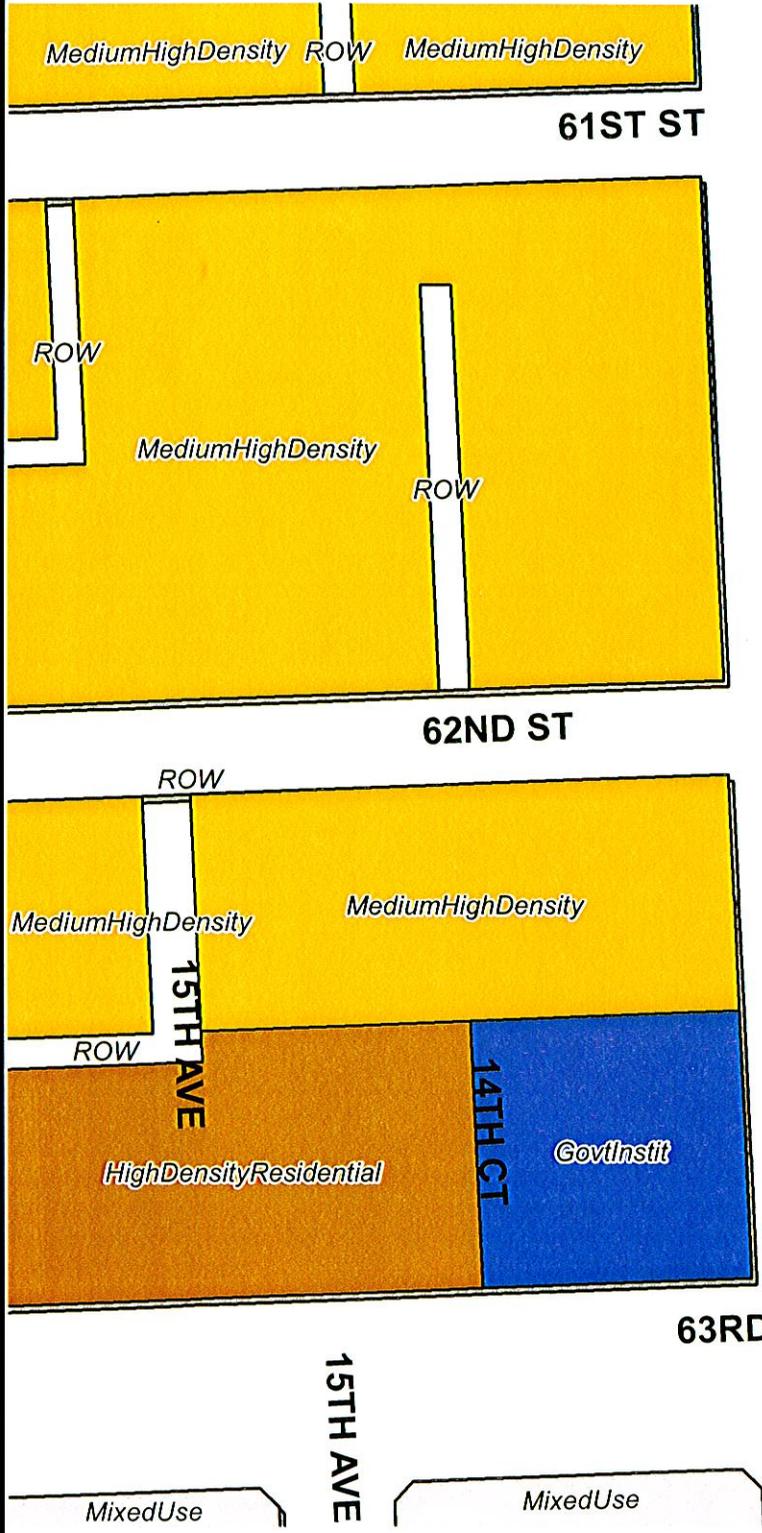
City of Kenosha

Comprehensive Plan Amendment

Shalom Center Petition

Supplement No. C4-15

Ordinance No. _____



Property requested to be changed from Government and Institutional to Industrial



Board of Directors

Co-Chairs

Tom Aiello

Terry Backmann

Treasurer

Wes Ricchio

Secretary

Judy Juliana

Member(s) at Large

Wayne Koessl

Active Members

John Collins

Gail Gentz

Edna Highland

Judy Jensen

Karen Johnson

Richard Kauffman

Mark Modory

Ardis Mahone-Mosley

Beth Ormseth

Jane Palmen

Bob Riley

Richard Selsberg

Wilson Shierk

Brad Weinstock

Denis Wikel

Honorary Board

Members

Ellie Chemerow

Lon Knoedler

Greta Hansen

(1933-2014)

Founder

Executive Director

Lynn Biese-Carroll

August 11, 2015

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

Dear Members of the Common Council:

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

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

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

Sincerely,



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



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

MAILING INFORMATION

NAME OF PROJECT: St. Vincent DePaul Building

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

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

PROJECT LOCATION

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

TYPE OF LAND DEVELOPMENT

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

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

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

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

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

Phone: 262.653.4030
 Fax: 262.653.4045

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

**SECTION 9
REZONING**

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

SAMPLE REZONING PETITION

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

Dear Members of the Common Council:

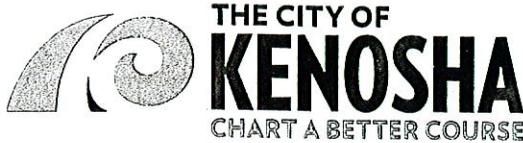
It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

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

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

Sincerely,

Current Property Owner



August 31, 2015

NOTICE OF PUBLIC HEARING

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

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

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

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

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

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

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

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

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

PPV:kas
Enclosure

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

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

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

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

LOCATION AND ANALYSIS:

Site: 5821 5th Avenue

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

RECOMMENDATION:

A recommendation is made to approve the Rezoning Ordinance



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

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

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

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

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

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

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

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

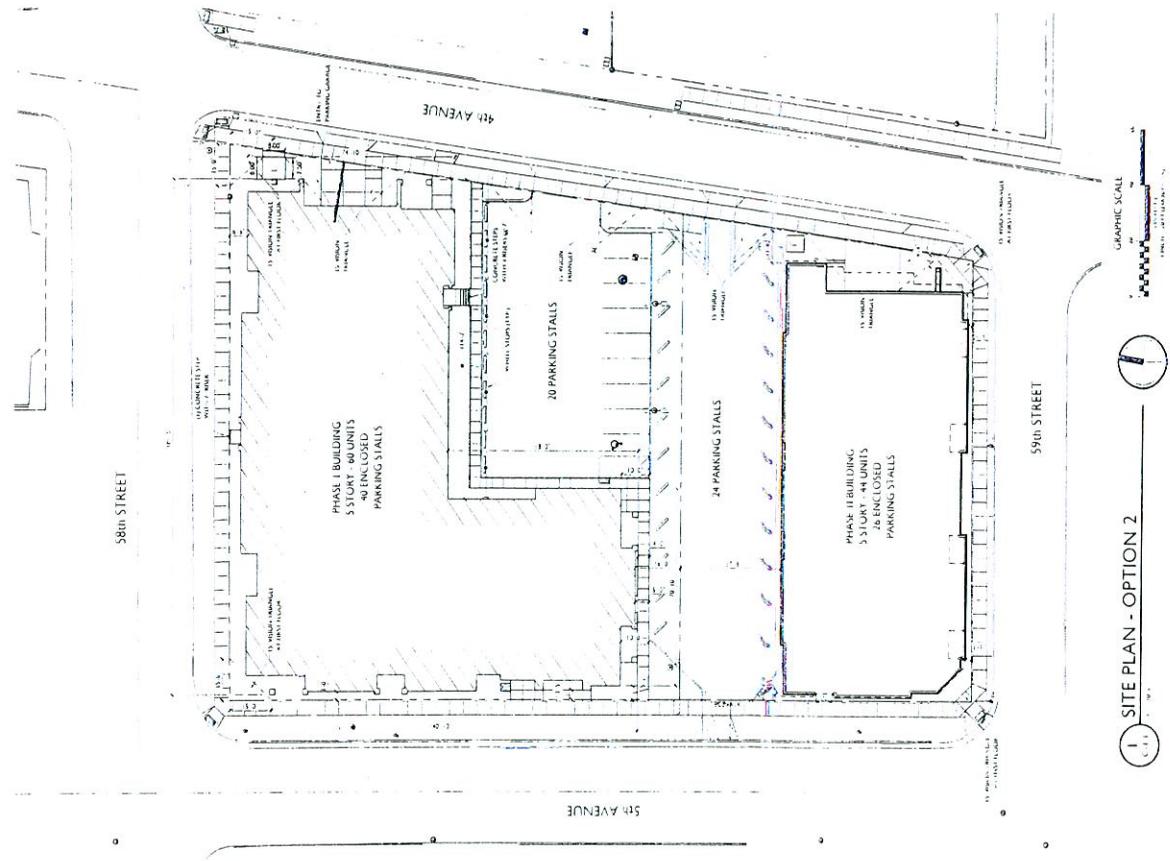
ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

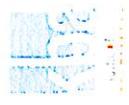
Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

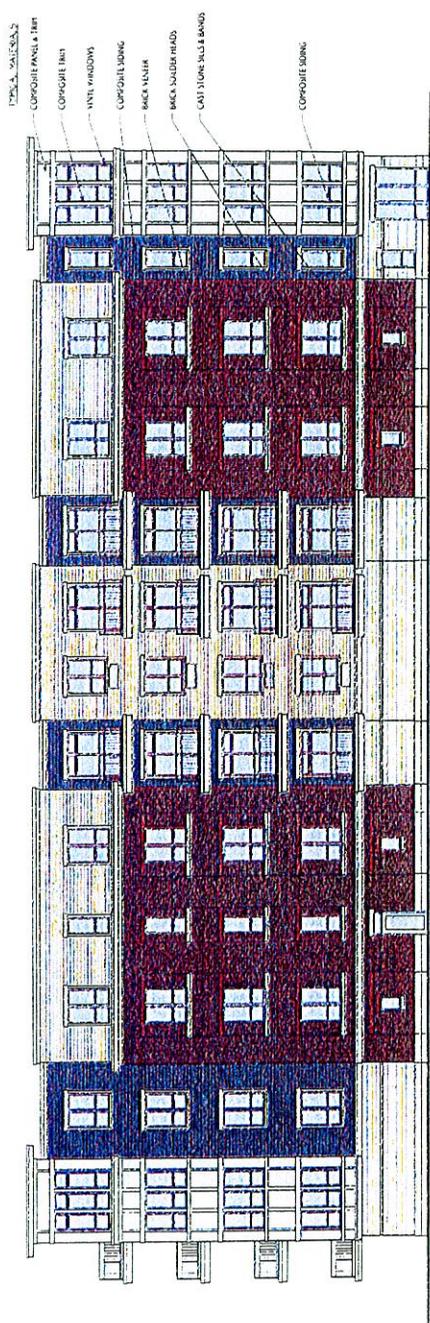


GRAPHIC SCALE
 0' 10' 20' 30'

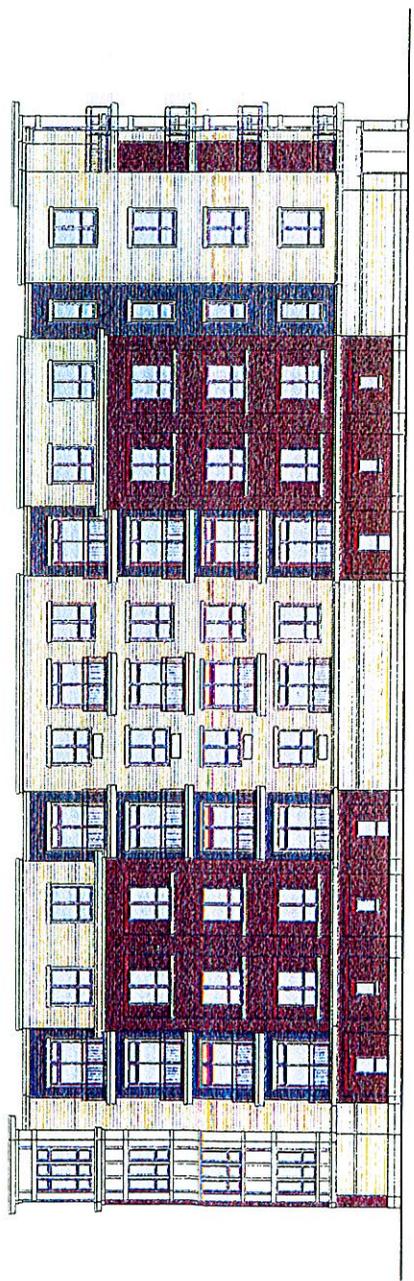
1 SITE PLAN - OPTION 2
 C-1.1



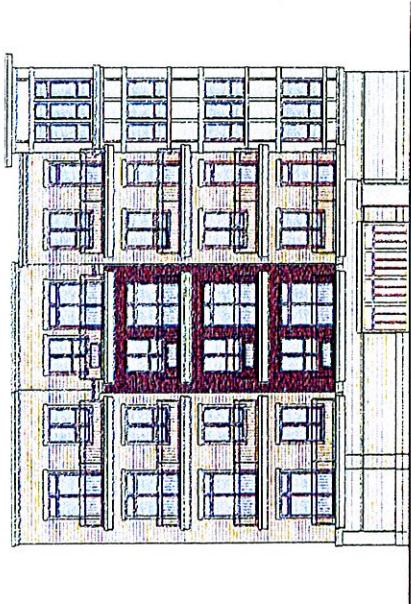
5th Avenue Lofts
North and South Elevations
August 21, 2015



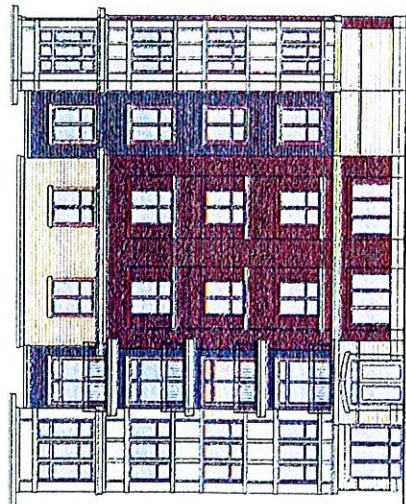
1 NORTH ELEVATION
A.31 10'-0" x 12'-0"



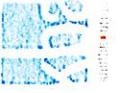
2 SOUTH ELEVATION
A.31 10'-0" x 12'-0"



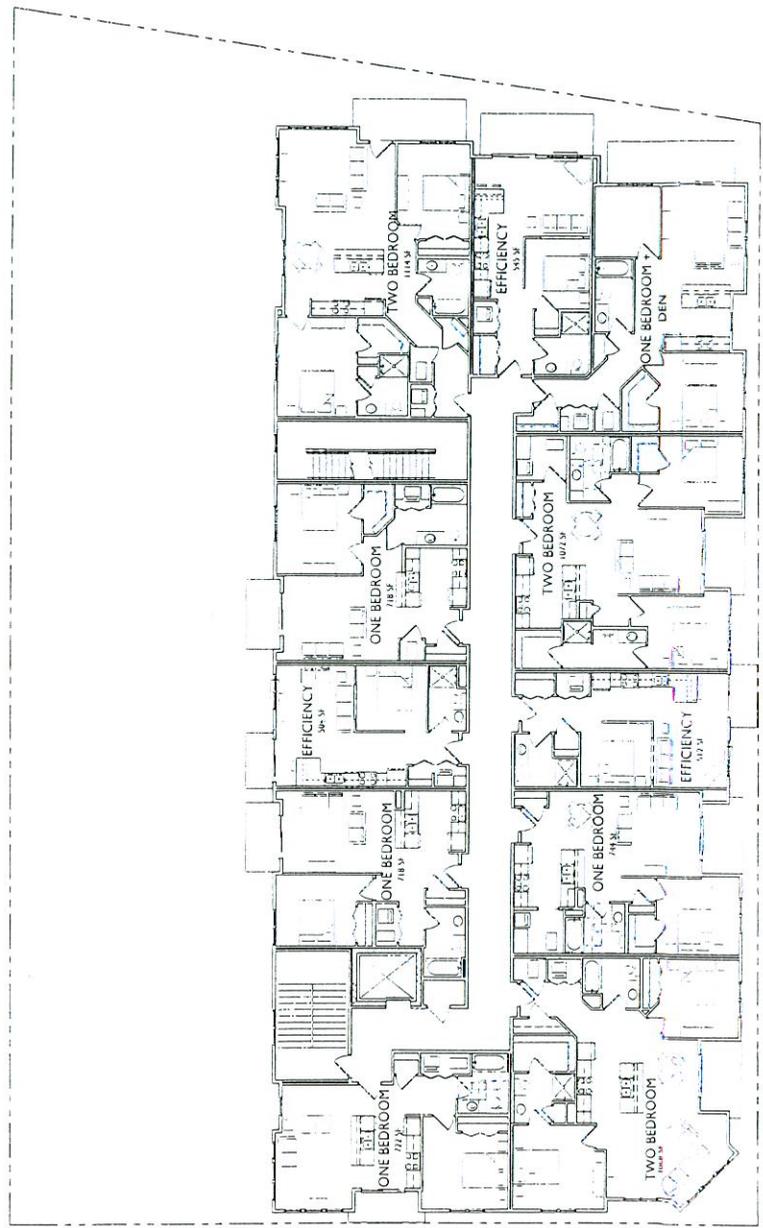
1 EAST ELEVATION
A 22 1/4" x 14' 0"



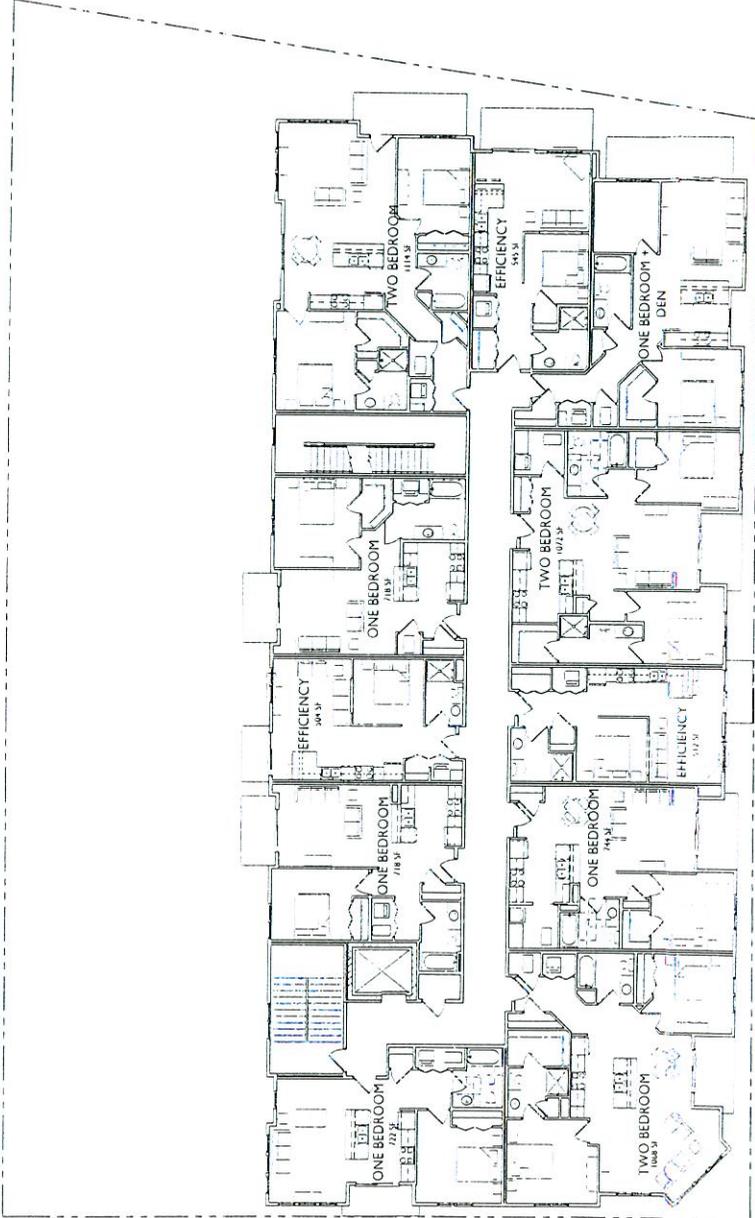
2 WEST ELEVATION
A 22 1/4" x 14' 0"



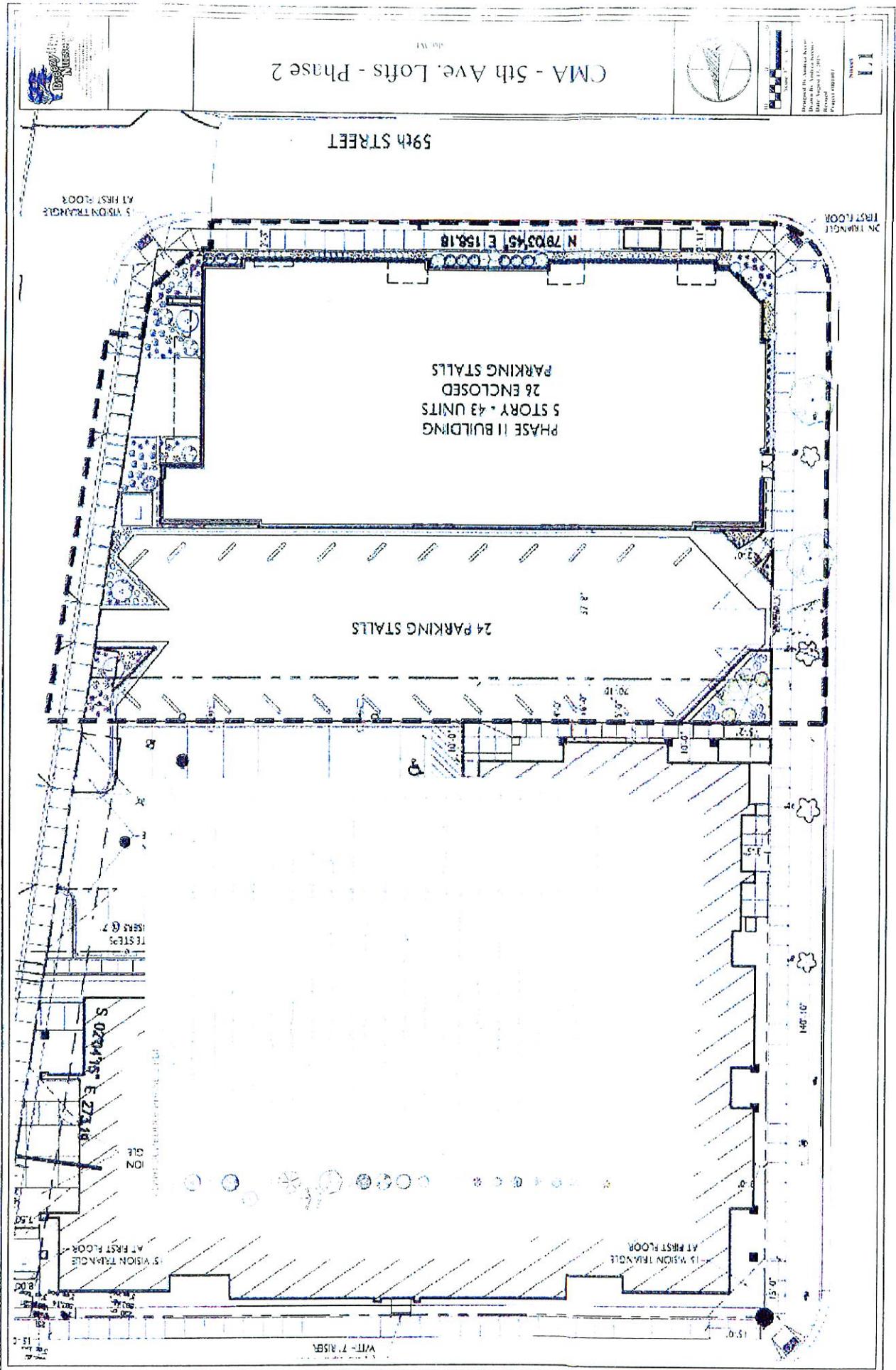
5th Avenue Lofts
East and West Elevations
August 21, 2015



1 SECOND FLOOR PLAN
 A-1.2
 15.10.15



THIRD FLOOR PLAN
 (FOURTH & FIFTH SIM)



REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

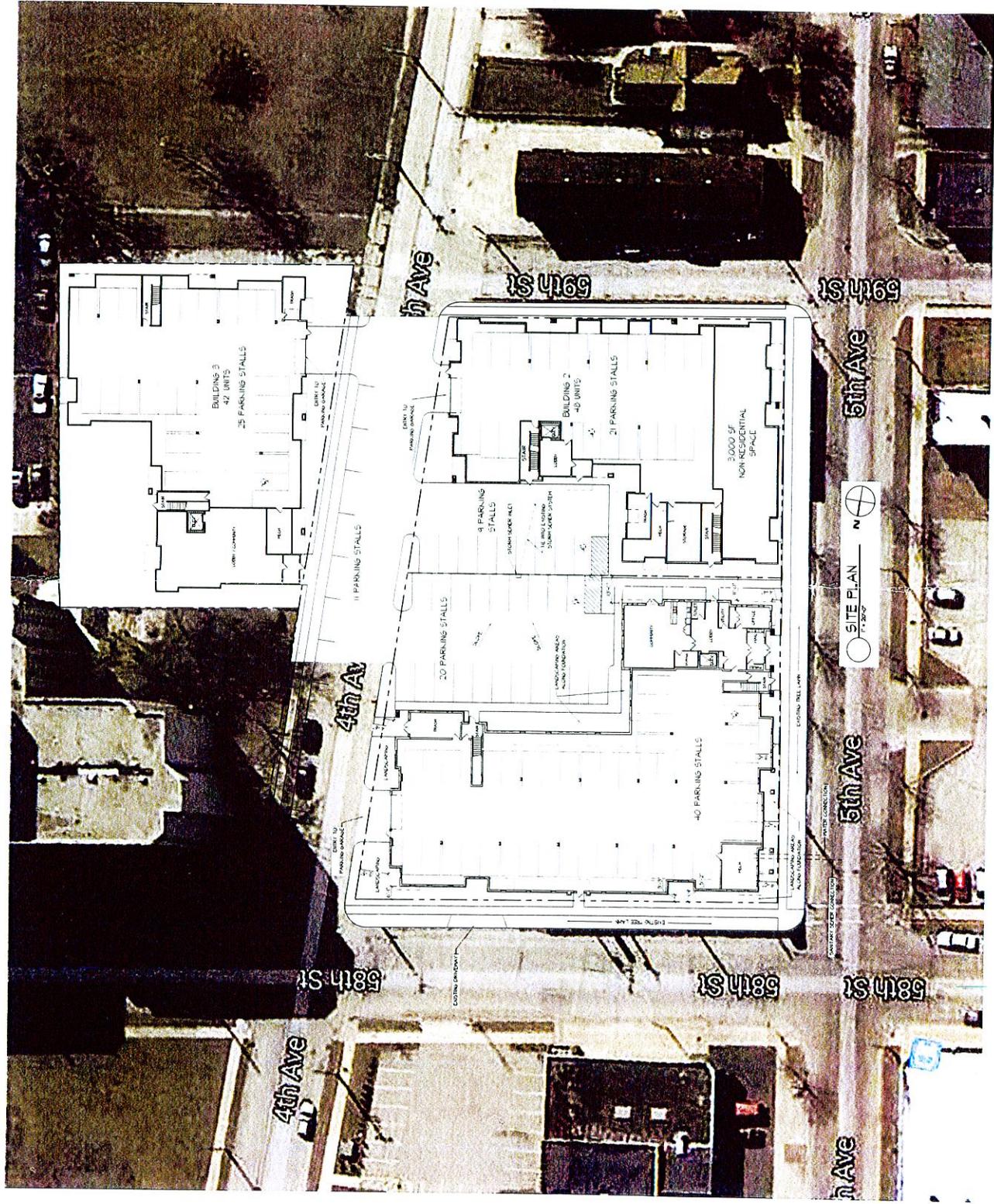
Revision: _____
 Concept - November 2, 2015

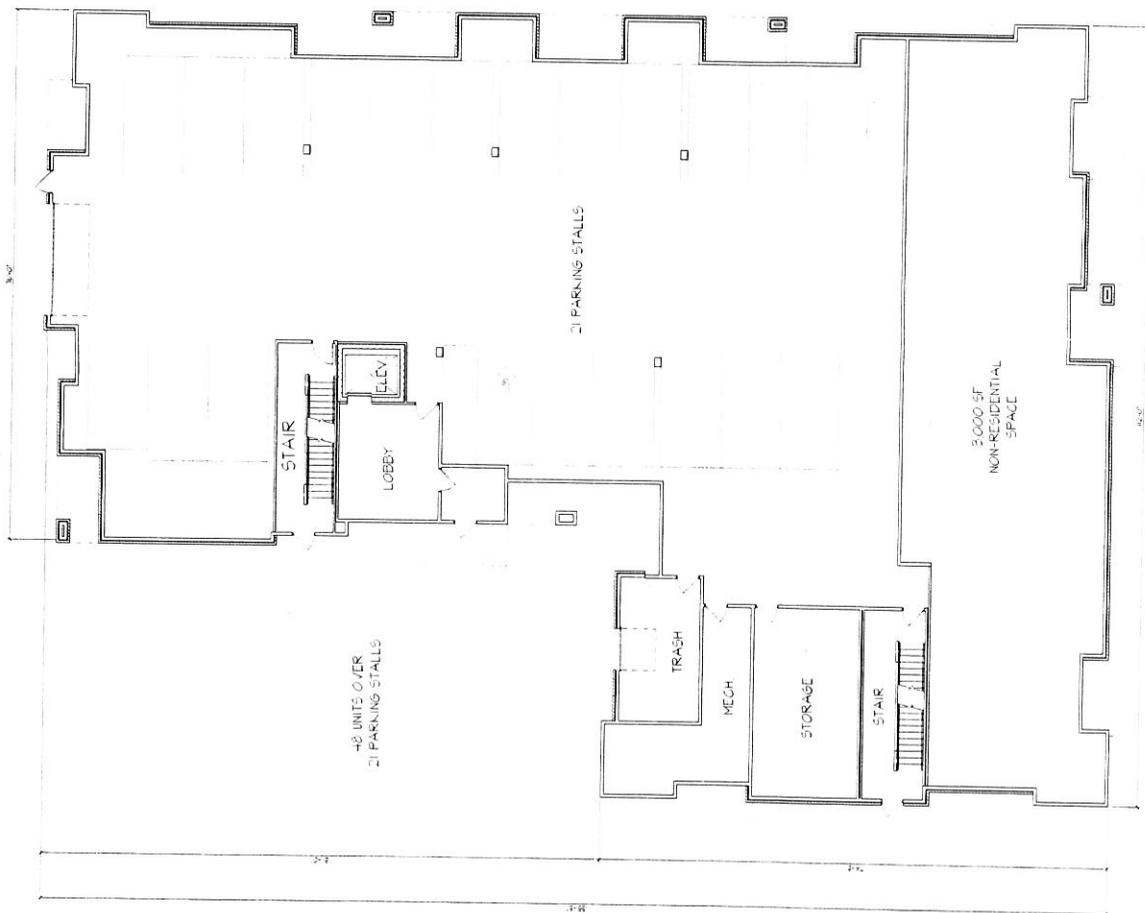
*Plan presented at
 11/21/13 CPC
 Meeting
 Brew

Project No: _____
 5th Avenue Loft:
 Phase II

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

Project No: 1227
 Sheet No: C-11





FIRST FLOOR PLAN - BUILDING 2

Notes

Project Title
**5th Avenue Lofts
Phase II - Building 2**

Project Site
48 Unit Building - Kosciuszka Pl.
Drawing Title
**Second - Fifth
Floor Plans**

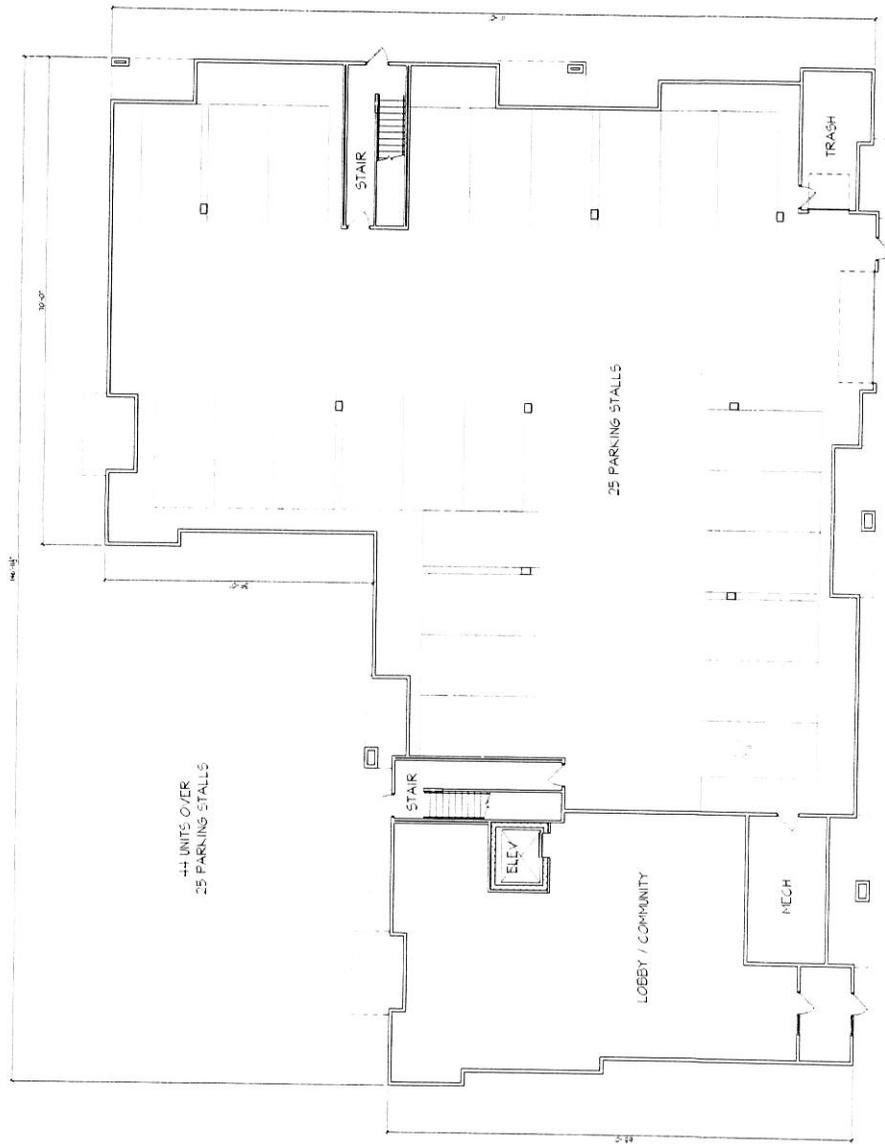
Project No.
1227
Drawing No.
A-12A



○ SECOND - FIFTH FLOOR PLANS - BUILDING 2

Comments

Notes



○ FIRST FLOOR PLAN - BUILDING 3
48'-0"

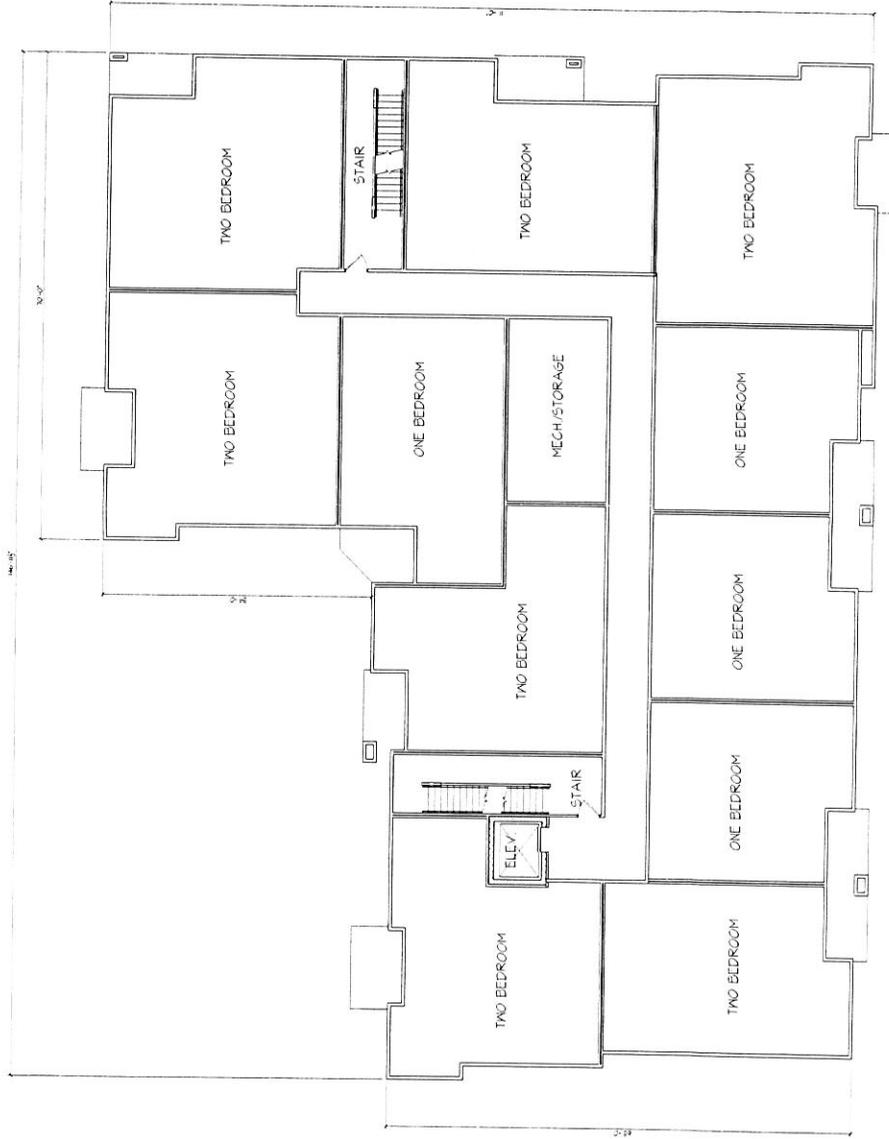
Project Title
5th Avenue Lofts
Phase II - Building 3

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

Project No.
1227
Drawing No.
A-11B

Continuation

Notes



○ SECOND - FIFTH FLOOR PLANS - BUILDING 3

Project File
5th Avenue Lofts
Phase II - Building 3

Wells Site
44 Unit Building - Berkeley, CA
Drawing Title
Second - Fifth
Floor Plans
Project No.
1227
Drawing No.
A-122

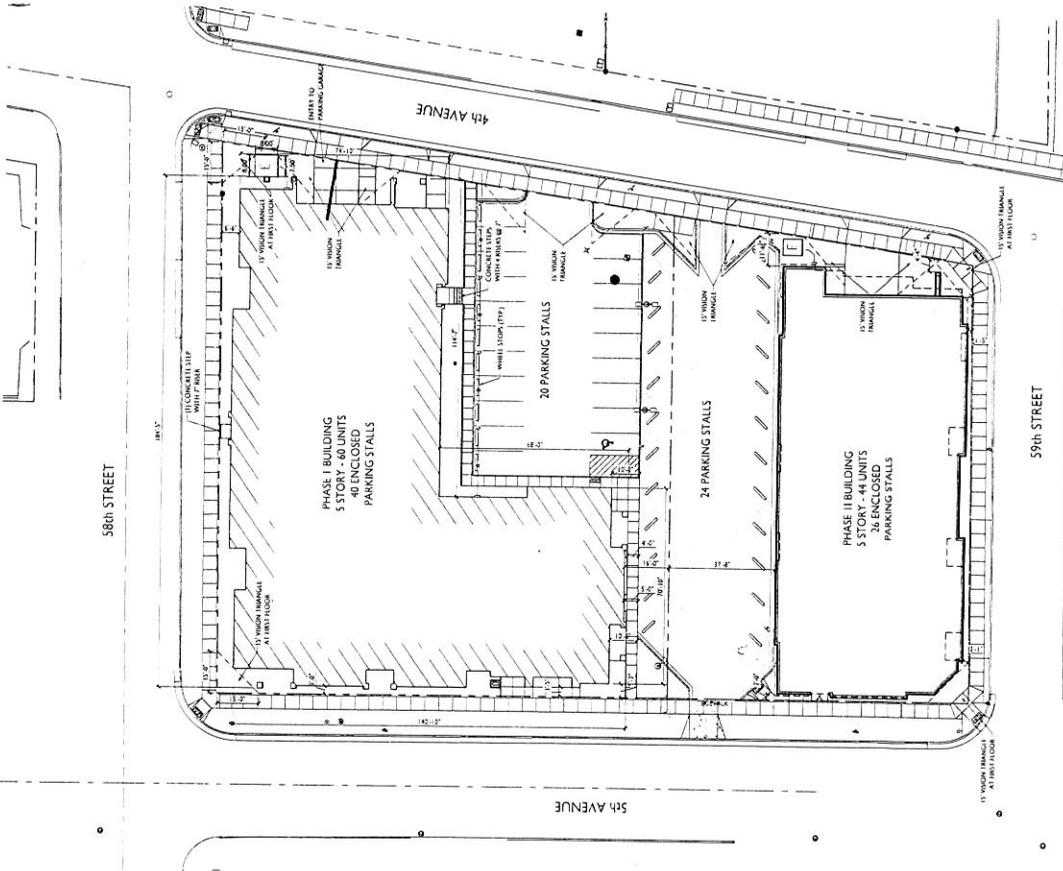
REVISIONS
 Conventional Use Permit August 11, 2015

PROJECT TITLE
 5TH AVENUE
 LOFTS - PHASE 2

5th Avenue
 Kenosha, WI
SHEET TITLE
 Site Plan

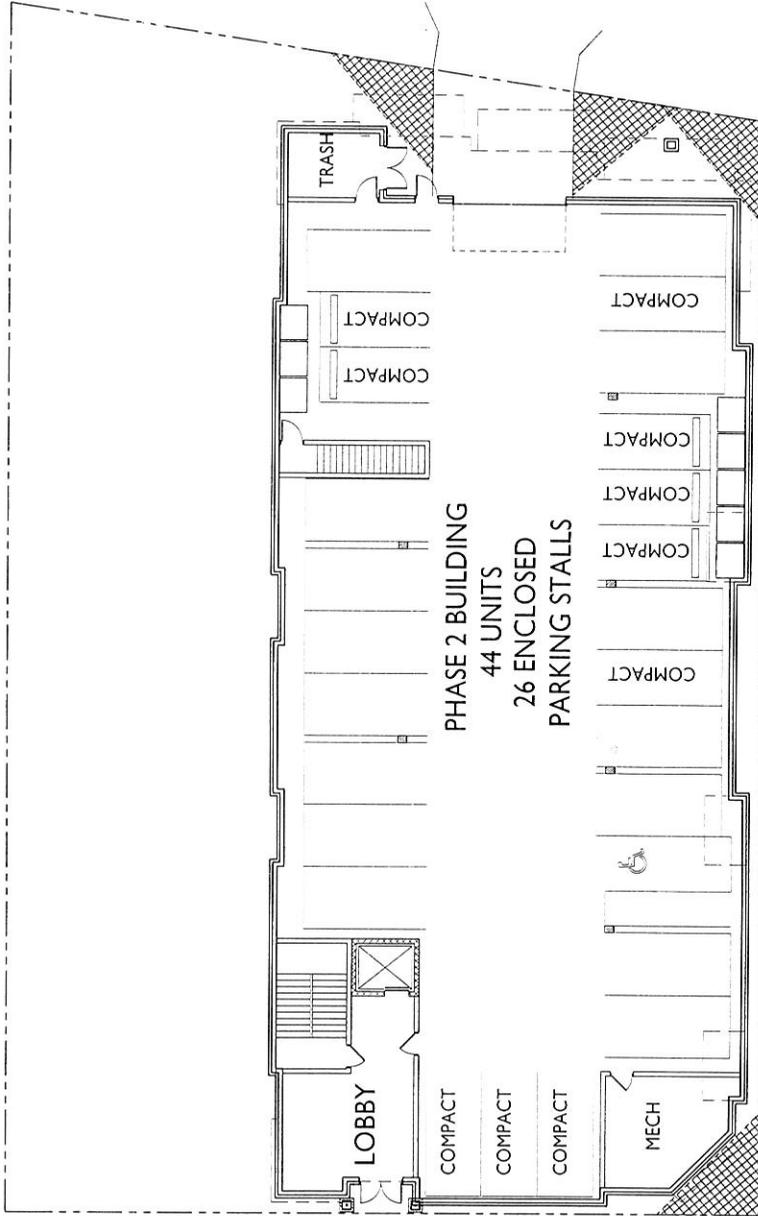
SHEET NUMBER
 C-1.1

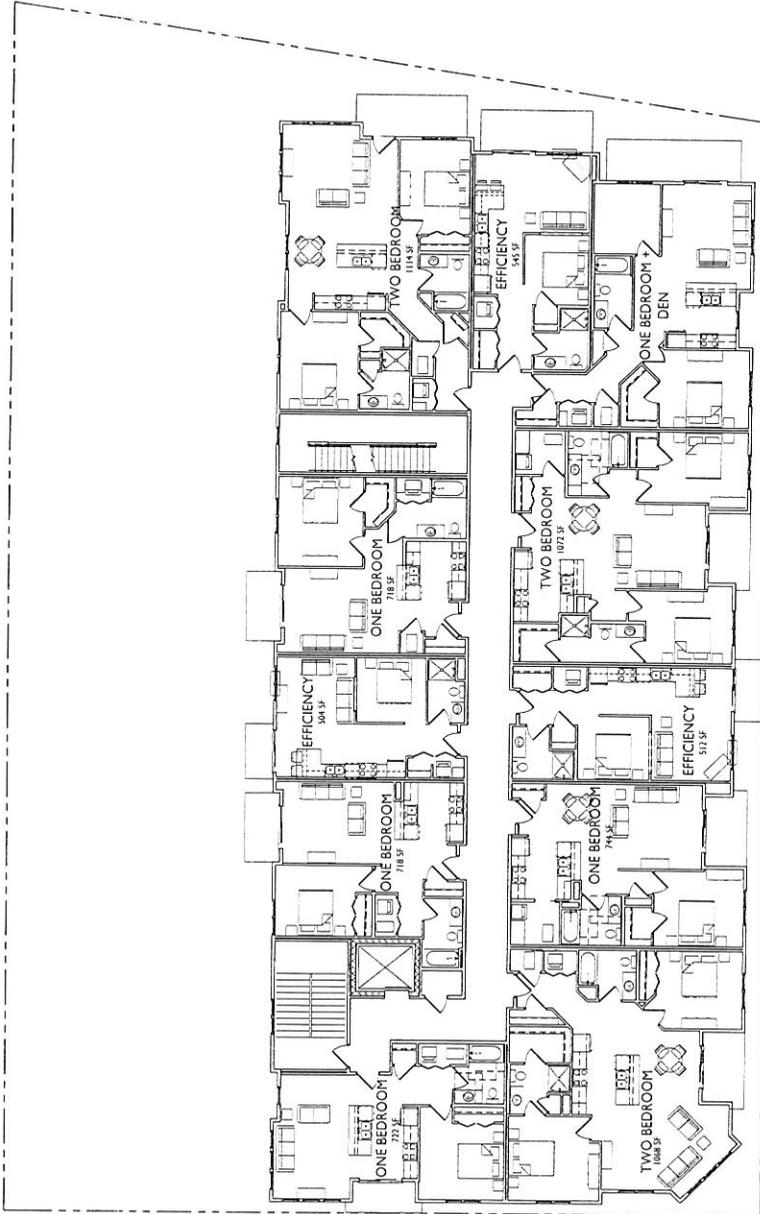
PROJECT NO.
 1227
 © 2015 Knothe + Bruce Architects, LLC



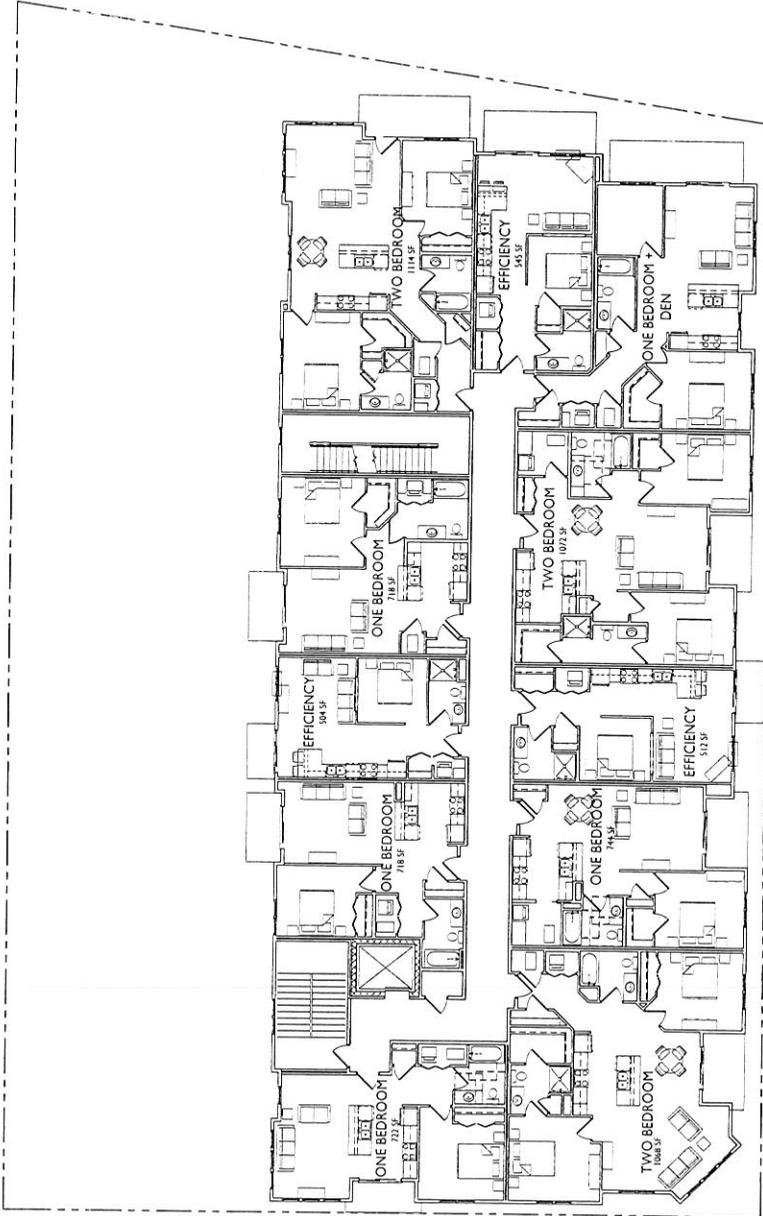
1 SITE PLAN - OPTION 2
 C-1.1 1/8" = 1'-0"

NEW PLAN - 9-24-15





1 SECOND FLOOR PLAN
 (18" x 14")



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

RESOLUTION NO. _____

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

**TO RESCIND RESOLUTION 16-09 AND TO DESIGNATE
AS “NO PARKING, STANDING OR STOPPING FROM 7:00
AM TO 4:30 PM ON SCHOOL DAYS” THE NORTH SIDE OF
67th STREET IN FRONT OF STOCKER ELEMENTARY
SCHOOL (District 16)**

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 along the north side of 67th Street, in front of Stocker Elementary School is hereby
removed, rescinded, and replaced with “No Parking, Standing or Stopping, 7:00 A.M.– 4:30 P.M.,
on School Days”

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON DAVID F. BOGDALA

**TO ESTABLISH GUIDELINES FOR CITY
CONTRIBUTIONS FOR RECREATIONAL OR
CIVIC EVENTS HELD IN THE PARKS**

WHEREAS, the City of Kenosha, Wisconsin, maintains an extensive park system under the management of its Board of Park Commissioners; and

WHEREAS, one of the purposes of maintaining a park system is to provide recreational opportunities and civic event venues within the City of Kenosha to the citizens of the City; and

WHEREAS, certain established groups, whether directly affiliated with the City or unaffiliated with the City, occasionally offer organized recreational or civic opportunities within the City parks, said organized recreational or civic events to have historically included no-admittance-fee events such as the Independence Day fireworks displays, Days of Discovery Tall Ships Festival, Pike River Rendezvous, and the Kenosha Civic Veterans Parade, and fundraising events such as the Rotary Softball Tournament, the Fresca Food Folks and Spokes races for the benefit of the YMCA, the Harbor Park Jazz Rhythm & Blues Festival for the Mahone Fund, and the Kiwanis Cohorama; and

WHEREAS, said organized recreational or civic opportunities have costs associated therewith, said costs to include City-Related costs (e.g., rental and installation of City-owned equipment; personnel costs for setup and tear down by City employees) and Non-City-Related Costs which are paid by the City to third parties (e.g., electric charges; water charges; security costs; insurance costs; vendors' costs, organizer expense reimbursements); and

WHEREAS, in order to create and maintain some such organized recreational or civic opportunities in the parks, waiver of monies paid to the City for park rental fees through Section 6.05 of the Code of General Ordinances for the City of Kenosha and for reimbursement of the City's costs is sought; and

WHEREAS, it is desirable to establish policies with respect to what costs that the City should contribute in addition to a fee waiver provided by the Board of Park Commissioners pursuant to Section 6.05 of the Code of General Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that for an organized recreational or civic opportunity, the City may contribute to the following limits:

REQUESTOR	PERCENTAGE OF CITY-RELATED RENTAL COSTS	PERCENTAGE ON NON-CITY-RELATED COSTS
Sponsorship as defined in Section 6.05 by the City, or Board, Commission, or Authority, which was Created by City Ordinance or Resolution	100%	100%
Waiver of Park Rental Fees Pursuant to Section 6.05 Was Granted to a Not-for-profit Corporation or Other Non-profit Entity	50%	0
Waiver of Park Rental Fees Pursuant to Section 6.05 for Government Entity [County of Kenosha/Kenosha Unified School District/Business Improvement District]	50%	0

REQUESTOR	PERCENTAGE OF CITY-RELATED RENTAL COSTS	PERCENTAGE ON NON-CITY-RELATED COSTS
Both: (1) No Waiver of Park Rental Fees was Available Pursuant to Section 6.05 as the Event Is For a For-Profit Entity, or the waiver was not granted to a Non-Profit Entity, and (2) the Event Is in Either of the First Two Years of its Production	Up to 50%	0
No Waiver of Park Rental Fees Pursuant to Section 6.05 and the Event Has Been Produced in Two Previous Years	0	0

Adopted this ____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
 EDWARD R. ANTARAMIAN
 City Attorney
 and
 MATTHEW A. KNIGHT,
 Deputy City Attorney

RESOLUTION _____

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON DAVE PAFF

TO AMEND THE SCHEDULE OF FEES FOR THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS ADOPTED BY RESOLUTION NO. 171-10 TO INCLUDE A PERMIT FEE FOR VACANT SINGLE-FAMILY RESIDENTIAL BUILDINGS

WHEREAS, the Common Council of the City of Kenosha, Wisconsin adopted Resolution No. 171-10 on December 2, 2010, which established a Schedule of Fees for the Department of Community Development and Inspections for building permits, plan reviews, assessments, inspections, and services; and

WHEREAS, the Schedule of Fees contained a Vacant Building Permit section that only applies to commercial, institutional, manufacturing, and multi-family units; and

WHEREAS, the Vacant Building Permit section is to be amended to include Residential units.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that the Vacant Building Permit section of the Schedule of Fees of the Department of Community Development and Inspections adopted by Resolution No. 171-10 is hereby amended to add:

Single-Family Residential \$100.00

Adopted this ____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



KEITH G. BOSMAN
Mayor

October 14, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Mayor's Youth Commission for terms to expire November 1, 2018:

Katie J. Pollock, 9002 Sheridan Road, Kenosha (SOEI filed 7/29/15)
Jaclyn Schmit, 11102-4th Avenue, Pleasant Prairie (SOEI filed 9/30/15)
Officer Jeffrey Wamboldt, 1010-56th Street, Kenosha (SOEI filed 7/30/15)

I am confident these members will continue to be conscientious and hardworking members of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml

October 12, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Amy Greil, 34118 Washington Avenue, Burlington, to the Commission on the Arts, for a term which expires November 1, 2017. Ms. Greil filed her Statement of Economic Interest on August 21, 2015.

Ms. Greil has been an educator with the University of Wisconsin Extension since 2010, currently working in economic development and sustainability in Kenosha County. She is very familiar with the Commission, as she has undertaken research with the Commission to measure economic impacts of the arts. Ms. Greil was recognized by her peers in the WI Extension Environment and Community Development Association with the 2014 Quality Teaching Award and in 2015 with the Early Career Award.

I am confident Ms. Greil will be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 12, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Tom S. Targos, 21934-121st Street, Bristol, to the Commission on the Arts, for a term which expires November 1, 2017. Mr. Targos filed his Statement of Economic Interest on September 3, 2015.

Mr. Targos earned his Certificate in Technical Communications from Gateway Technical College, Bachelor of Science in Chemistry from University of Illinois Urbana-Champaign, Masters in Public Administration from University of Hartford, and Ph.D. from the Pennsylvania State University. He has been Project Coordinator of Kenosha Community Foundation since January of 2011. In that position, he has developed electronic marketing, social media strategy and web content designed to increase the Foundation's public profile, publicize its programs, gain new donors, and develop partnerships. The Foundation has long been in support of the arts and culture in the city of Kenosha, and he believes that the Commission on the Arts is a vital entity for its future.

I am confident Mr. Targos will be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 12, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Lesley H. Walker, 420 Romaine Avenue, Racine, to the Commission on the Arts, for a term which expires November 1, 2017. Dr. Walker filed her Statement of Economic Interest on September 17, 2015.

Dr. Walker earned her undergraduate degree with a major in French and a master's degree in French Literature from Indiana University, and a Ph.D. in comparative literature from the University of Minnesota. She joined the Indiana University South Bend faculty in fall 1997, where she chaired the World Languages Studies Department from 2003 to 2010. She also served the university as acting chair of the History Department, interim director of Women's Studies, president of the Academic Senate, and most recently served as the associate dean of the College of Liberal Arts and Sciences. She was appointed Dean of UW-Parkside's College of Arts and Humanities effective July 1, 2015.

I am confident Dr. Walker will be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 12, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Marty R. Hutchings, 4826-28th Avenue, Kenosha, to the Transit Commission, for a term to expire June 7, 2018. Mr. Hutchings filed his Statement of Economic Interest on September 30, 2015.

Mr. Hutchings has lived in Kenosha for 15 years and as a regular user of Kenosha's bus services, understands the need for a dependable transit system to serve our citizens. An active volunteer in the community, he has been a member of the Kenosha Noon Lions Club for 10 years, currently serving as vice-president and secretary. Mr. Hutchings is also on the Board of Directors of Society's Assets and serves as a member of Stand For Independence (SFI), an advocacy group dedicated to helping people with disabilities to live life independently.

I am confident that Mr. Hutchings will be a conscientious and hardworking member of the Transit Commission.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:pml

Kenosha Regional Airport Lease Summary

Hangar 4000, LLC.
10250 - 52nd Street

- 1.) **TERM:** 20 years; July 1, 2015 through and including June 30, 2035
- 2.) **RATE:** Annual Fee \$.20 = \$4,400.00
 Biannual Payments \$.20 = \$2,200.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10250 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 22,000 sq. ft./Constructed 1998.
- 6.) **HANGAR DIMENSIONS:** 70' x 198'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Lease Renewal

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

And

HANGAR 4000, LLC,
A Wisconsin Limited Liability Company,
10250 52nd Street,
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Hangar 4000, LLC, a Wisconsin limited liability company, with offices at 10250 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

Whereas, the Lessee's current Lease with the City expired June 30, 2015; and,

Whereas, the Lessee timely requested that the City negotiate a new Lease with the Lessee; and,

Whereas, the Lessee and the City have negotiated the terms and conditions of a new Lease; and,

Whereas, the Lessee desires to enter into this Lease to use land at the Airport for an existing airport T-hangar complex located at 10250 52nd Street consisting of 1 building, approximately 70' by 198' in size; and,

Whereas, it is to the mutual advantage of the parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 Land. The City leases to the Lessee 22,000 square feet of land located at 10250 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A", hereinafter referred to as the "Premises".

1.2 Acceptance. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 – TERM

The Term of this Lease is for the period of July 1, 2015 through and including June 30, 2035, hereinafter referred to as the "Term". Between 6 months and 1 year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any term agreed to by the parties.

ARTICLE 3 - RENT

3.1 Rent. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of \$4,400.00 based upon a charge of \$0.20 per square foot for the Premises. The rent shall be payable in equal semiannual installments of \$2,200.00 on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 Late Payments. Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of 1-1/2% percent per month, until paid in full.

3.3 Rent Adjustment. The annual rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other similar land leases at the Airport.

ARTICLE 4 – IMPROVEMENTS

4.1 Definition. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 Plans And Specifications. Plans and specifications for the construction of any Improvements shall be submitted for approval to the Airport Commission and the City. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 Construction Insurance Requirements. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 Construction Liens. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within 60 days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 Risk Of Loss. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 Indemnity And Hold Harmless By Contractors. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 Inspection. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 No Contractor's Rights Against City. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its

officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 Unauthorized Improvements. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within 60 days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 Ownership, Transfer, Surrender Or Removal Of Improvements. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within 120 days of Lease Termination.

ARTICLE 5 - USE OF PREMISES

5.1 Use Of Premises. The Lessee shall use the Premises for the storage of aircraft and repairs by the aircraft owners of aircraft housed in the T-hangar complex within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 Noise Standards For Aircraft Based On Premises. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 Limitation On Aircraft Repair Work Outside Of A Hangar. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than 12 hours outside of a hangar without the prior permission of the Airport Director.

5.4 Changed Use. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 Prohibited Use. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not related to aviation operations, including but not limited to trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 Nonexclusive Airport Rights. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 Common Areas Of Airport. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 - PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 Lessee's Responsibilities. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed 6 inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons constructed by the Lessee.

9.2 Time Requirements For Repairs. The Lessee shall have 30 days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and 120 days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost \$500.00 or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of \$500.00 to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 Lessee's Failure To Maintain. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within 30 days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements

without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of 18% per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 – PAINTING

The Lessee shall, within 5 years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 Laws, Rules, Regulations And Orders. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 Safety. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety

related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 Licenses, Certificates And Permits. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 Taxes And Fees. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the Terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of

any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to 365 days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of 15 consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to 365 days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. At least 30 days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within 30 days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least 30 days before any cancellation or

change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 Increased Coverage. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing 30 days advance written notice to the Lessee whenever the Airport Minimum Standards set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 Required Minimum Coverage. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence having the following coverages where applicable:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury
- B. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of 100% percent of the insurable replacement value of the Improvements. The policies must be issued by

an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least 30 days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within 30 days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 Damage Election By Lessee. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within 120 days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 Lessee's Obligations. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 Abatement Of Rent. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by

the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 Restoration Of Premises. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of 1 foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced 120 day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 – ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the City, the Lessee may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease

shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have 20 days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have 60 days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within 30 days following its receipt of the written notice from the City and the Lessee acts within said 30 days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within 120 days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for 6 months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 Prohibition Of Involuntary Assignment, Transfer Or Sale. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 Effect Of Bankruptcy. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of 120 days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

ARTICLE 30 – NONDISCRIMINATION

30.1 Compliance. In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

- a. No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.
- b. In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.
- c. The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil

Rights Act of 1964.

30.3. The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4. The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:

Jerrold P. Jacks
Hangar 4000, LLC
c/o Edward Jacks & Company, LLC
920 S. Waukegan Road, Suite 300
Lake Forest, Illinois 60045

If to City:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Airport Director
Kenosha Regional Airport

9900 52nd Street
Kenosha, Wisconsin 53144-7430

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

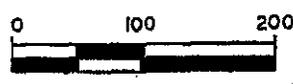
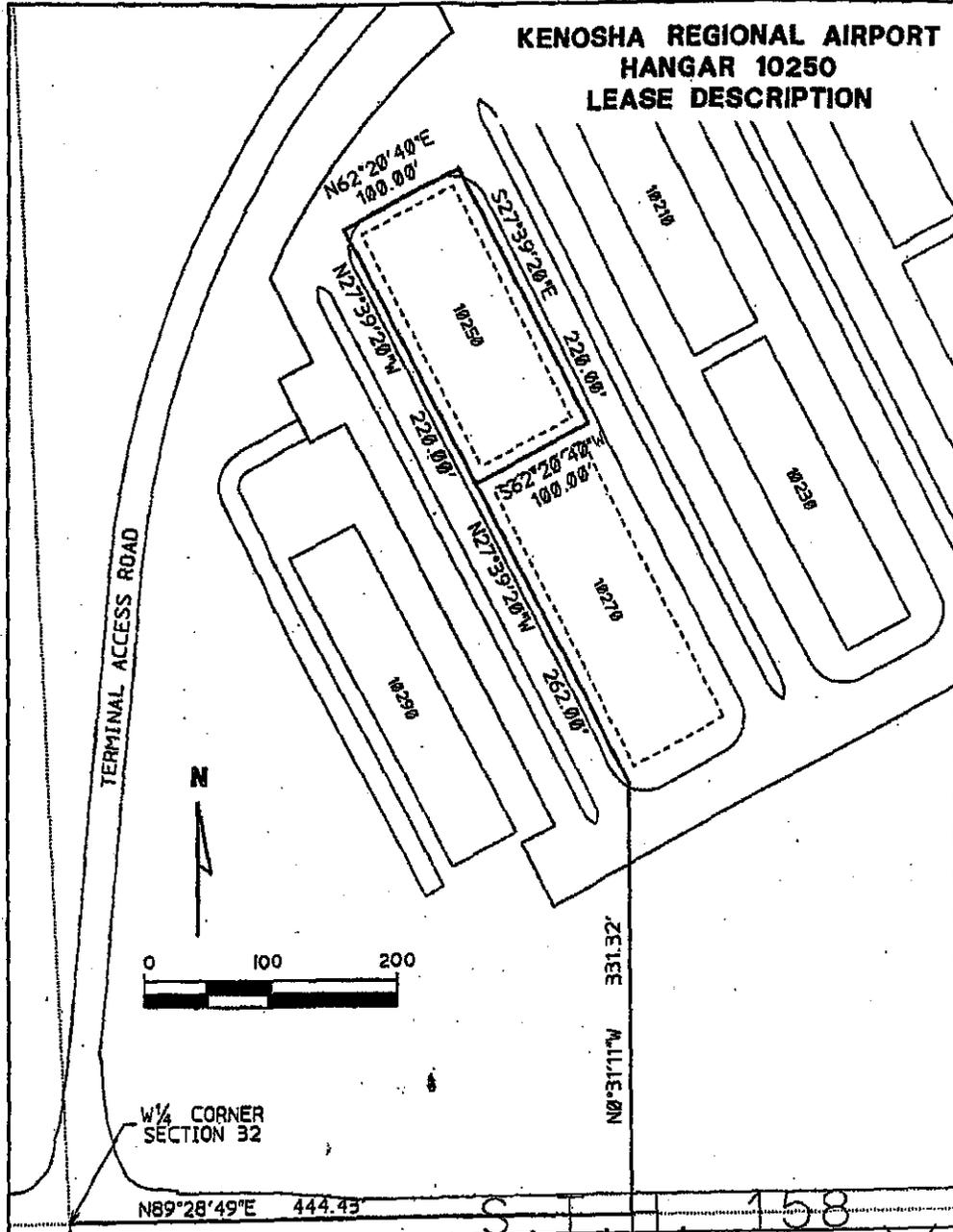
ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the 23rd day of September, 2015, and by action taken by the Common Council on the _____ day of _____, 2015.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Hangar 4000, LLC have timely taken place.

Signature Pages Follow

**KENOSHA REGIONAL AIRPORT
HANGAR 10250
LEASE DESCRIPTION**



W¹/₄ CORNER SECTION 32

N89°28'49\" E 444.43'

N8°31'11\" W 331.32'

158

A parcel of land located in the SW¹/₄-NW¹/₄ of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West¹/₄ corner of said Section 32, thence N 89°-28'-49\" E, along the south line of said NW¹/₄, 444.43 feet; thence N 8°-31'-11\" W, 331.32 feet; thence N 27°-39'-20\" W, 262.00 feet to the point of beginning; thence continuing N 27°-39'-20\" W, 220.00 feet; thence N 62°-20'-40\" E, 100.00 feet; thence S 27°-39'-20\" E, 220.00 feet; thence S 62°-20'-40\" W, 100.00 feet to the point of beginning.

Parcel contains 22,000 square feet, more or less.



Mead & Hunt, Inc.
6301 Wanta Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273-6380
Fax: 608-273-6391

NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING,
NO FIELD VERIFICATION HAS BEEN DONE.

Dwg. No. N9168S-S2
Sheet 1 of 1
Job No. K81-10-97A
...k81-97a

EXHIBIT

"A"



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

FROM: Michael Maki, AICP, Community Development Specialist
Department of Community Development & Inspections

RE: **Approval of Short Sale Offer for property at 1827 61st Street.
(TID Loan) (District 3)**

DATE: October 14, 2015

Attached please find information regarding a request for the Approval a Short Sale Offer of \$10,000.00 for property at 1827 61st Street. The owners of the property received a TID Loan with a present principal balance of \$11,912.84. The first mortgage has a payoff balance of \$62,565.

The owner is requesting Approval of a Short Sale because their house expenses are greater than their income. In addition, there are repairs needed the owners cannot afford. Since the TID loan is subordinate to the first mortgage, the TID loan could be foreclosed and nothing will be received by the City if the property is foreclosed and sold at Sheriff's sale.

There are insufficient funds left from the proceeds of the sale to pay off either the first mortgage or the TID Loan. The first mortgage holder, Wells Fargo, has been requested to approve a payment of \$500 to satisfy the TID Loan balance. As of this memo, Wells Fargo has not approved the Short Sale.

A balance of \$11,528.20 would have to be written off by State Bank of the Lakes if \$500 is accepted by the City. If this item is not approved by the Common Council, the property will most likely be sold at Sheriff's Sale and the City will not receive anything on the TID loan.

Additional information as follows:

- Offer to Purchase - \$10,000
- First mortgage payoff balance - \$62,565 (Proposal to pay \$5,969.04 to satisfy balance)
- Assessed Value - \$61,800.00
- Estimated Market Value - \$70,500
- Proposal to pay \$500.00 to satisfy TID Loan balance.
- Taxes are current and there are no special assessments recorded on the property.

If you have any questions, please contact me at 262.653.4038 or via email at mmaki@kenosha.org.

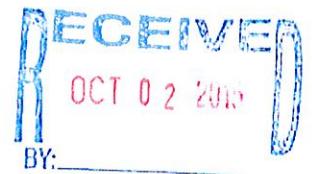
MM:kas
Attachment

Other

Explanation (continue on back of page 3 if necessary):

My wife has been in a nursing home for over 4 1/2 years. Her social security disability payments, minus \$45⁰⁰ each month, go to Community Care, a service that pays her medical bills. As a result, our basic expenses each month are about \$15⁰⁰ more each month than our income. Our credit card debt is now in the \$25,000 to \$30,000 range, since sometimes we have to use our credit cards for food, gas, etc., even to sometimes paying utility bills on credit.

Also, we need to sell the house, because even if she gets better enough to leave the nursing home, our house is not handicap accessible except for the living and dining rooms. The second mortgage was a loan to build a wheelchair ramp & bring other parts of the house up to code. The roof will need to be restructured soon and the electric is very outdated. We don't have the money, and if we borrowed it, that would add another \$300 or so a month to our expenses, which are already too high.



STATE BANK
OF
THE LAKES

A WINTRUST COMMUNITY BANK

October 14, 2015

Michael J. Maki, ACIP
mmaki@kenosha.org

RE: Loan No. 89004-1
Borrower(s) Richard W. Braunshausen
Collateral: 1827 61st St. Kenosha, WI 53143

The amount required to repay the above referenced loan in full as of November 13, 2015, is as follows:

Current principal	\$11,912.84	
Interest	115.36	Daily accrual of 1.1423271
Recording Fee	30.00	Kenosha County

Total payoff	\$12,058.20	

Please add **\$1.14 per diem**, for each additional day after **November 13, 2015**. If closing will not occur prior to 10 days, a new payoff letter will be required.

Please note that no further loan advances and/or drafts can be made or will be allowed on this loan until the expiration of this payoff letter.

Payoff quotation figures are subject to change without notice. Normal escrow disbursements will continue to be made and payments will continue to be processed. If a loan payment is due prior to the date of closing, please continue to remit your monthly payment to avoid delinquent status. If payment is not received by the due date, additional late fees may be incurred.

Payoffs will be posted on the banking day of receipt, excluding Sundays and Federal Holidays. Upon receipt of payment in full we will release all our liens on the above listed collateral and the loan will be closed.

STATE BANK OF THE LAKES DOES NOT AUTHORIZE ANY OUTSIDE PARTY TO PREPARE AND RECORD THE RELEASE OF ITS LIENS FOR THIS LOAN.

If payoff will be made by wire, please wire to STATE BANK OF THE LAKES, A.B.A # 071909871, ATTN: **CENTRALIZED LOAN SERVICING DEPT.**, Borrower Name(s) Braunshausen Richard, Acct No. **89004-1**

The total amount due is subject to any disbursements made or payments received after issuance of the Payoff letter. **ALL FIGURES ARE SUBJECT TO A FINAL AUDIT OF BANK RECORDS.**

Should you need any further assistance, please do not hesitate to call **(866) 202-0117**.

Sincerely,
Centralized Loan Servicing Department



Authorized Signature

WINTRUST
MORTGAGE



October 19, 2015 Pg. 205

REVIEWB 14 OCT 15 12:19 CMIKEM
 CITY OF KENOSHA - REAL ESTATE INQUIRY
 CITY OF KENOSHA
 PARCEL NUMBER: 05-123-06-232-003 ADDRESS KEY: ST061 01827
 NAME KEY: BRAUNSHAUSEN RICHARD JR OLD PARCEL:

PROPERTY	MAIL TO
NAME RICHARD BRAUNSHAUSEN JR & VALERIE	RICHARD BRAUNSHAUSEN JR
ADDR 01827 061 ST	VALERIE M BRAUNSHAUSEN
CITY KENOSHA 53143-4460	1827 61ST ST

Ald Dist: 3 Ward:10 JAN MICHALSKI KENOSHA WI 53143-4460
 Voting Loc:BRASS COMMUNITY SCHOOL, 6400-15TH AVE.

Base Zone:RG-2	Delq Old Taxes:NO	Delq Curr:NO
CLASS:RESIDENTIAL	BID: ASMT YR:2015	INACTIVE:
TIFF:		
PROP USE: SFR SINGLE FAMILY RESIDE		
LAND USE: RESIDENTIA		
ACRES: .13		
LAND VALUE: 14,500 14500.0		
IMPROVMENTS: 47,300		
TOTAL VALUE: 61,800	(Lottery Credit NOT Included in Net Tax)	COUNTY NET TAX: .00
LAST UPDATED: 5/02/97	F1/PREV	F2/NEXT
F5/SPC ASMT	F6/OWNERS	F7/PRINT
	F8/VALUE HIST	F9/ZONE
		F10/TAXVIEW

Find [] Find All [] Match Case [] Navigate by []

Page 1 of 2 327 words, 1,884 characters Page Style 1 English (USA) Level 1 100%

Zimbra: Inbox (22) - M TID HELP Loans - File CC-memo short-sale 2 Tip/ix

IVMExpress

Report Date: 10/13/2015
1827 61st Street, Kenosha, WI 53143

Value: \$70,500

Value Range: \$56,400 - \$84,600 | Confidence Score: 76%

SUBJECT PROPERTY



BORROWER INFO

**Richard
Braunshausen**

Co-Borrower:	N/A	Client Name:	Wintrust Mortgage	Date of Valuation:
Loan/Reference #:	89004	Submission #:	116fe602	10/13/2015

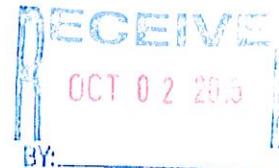
Values are provided as is and all uses are at the user's sole risk. All warranties concerning the values and all underlying data and processes, both expressed and implied, are expressly excluded, including without limitation any warranties of merchantability, accuracy, or fitness for a particular purpose. The value was generated by Provider's or a Third-Party Provider's proprietary automated property valuation product, and any value is an estimated market value, calculated using various models and techniques proprietary to Provider or Third-Party Provider. The property value provided herein is not an appraisal and was not prepared by a certified or licensed appraiser. A lender may have used a different property value to make a credit decision. Values may not be used to reverse engineer or attempt to reverse engineer the models used to generate the values or to create any database or product. Pursuant to the compliance requirements as provided in the Equal Credit Opportunity Act (ECOA) or as otherwise reasonably required for regulatory compliance purposes, a copy of this report and the values provided herein may be provided to consumers. If you have questions regarding this information, please contact your financial institution.

© StreetLinks, LLC | Powered by Equifax

Settlement Statement			
B. Type of Loan			
1. FHA 2. RHS 3. Conv. Unins	4. VA 5. Conv. Ins.	6. File Number:	7. Loan Number:
8. Mortgage Insurance Case Number:			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower:		E. Name & Address of Seller:	
Tri-City Properties LLC		Richard Braunshausen Jr 1827 61st St Kenosha, WI 53143	
F. Name & Address of Lender:		I. Settlement Date:	
G. Property Location:		H. Settlement Agent:	
1827 61st St Kenosha, WI 53143		Summit LDS Place of Settlement:	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	10,000.00	401. Contract sales price	10,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustment for items paid by seller in advance	
106. City town taxes to		406. City town taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	10,000.00	420. Gross Amount Due to Seller	10,000.00
200. Amount Paid by or in Onhalf of Borrower		500. Reductions in Amount Due to seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan (a)		502. Settlement charges to seller (line 1400)	2,130.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	5,969.04
205.		505. Payoff of second mortgage loan	500.00
206.		506.	
207.		507.	
208.		508. Seller Concessions	
209.		509. Water Escrow	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City town taxes 01/01/2015 to 11/30/2015	1,400.98	510. City town taxes 01/01/2015 to 11/30/2015	1,400.98
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	1,400.98	520. Total Reduction Amount Due Seller	10,000.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	10,000.00	601. Gross amount due to seller (line 420)	10,000.00
302. Less amounts paid by/for borrower (line 220)	1,400.98	602. Less reductions in amounts due seller (line 520)	10,000.00
303. Cash To <input type="checkbox"/> From Borrower	8,599.04	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

RECEIVED
OCT 02 2015
BY: _____

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701. \$	To				
702. \$	To				
703. Commission paid at settlement					600.00
704.					
705.					
800. Items Payable in Connection with Loan					
801. Our origination charge	\$		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
803. Your requested origination charges			(from GFE #A)		
804. Appraisal fee to			(from GFE #3)		
805. Credit report to			(from GFE #3)		
806. Tax service to			(from GFE #3)		
807. Flood certification to			(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from	to	@ \$	/day	(from GFE #10)	
902. Mortgage insurance premium for	months to			(from GFE #3)	
903. Homeowner's insurance for	years to			(from GFE #11)	
904.					
905.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	0 months @ \$		per month \$		
1003. Mortgage insurance	0 months @ \$		per month \$		
1004. Property Taxes	0 months @ \$		per month \$		
1005.	0 months @ \$		per month \$		
1006.	0 months @ \$		per month \$		
1007. Aggregate Adjustment			\$		
1100. Title Charges					
1101. Title service and lender's title insurance				(from GFE #4)	750.00
1102. Settlement or closing fee	\$				750.00
1103. Owner's title insurance				(from GFE #5)	
1104. Lender's title insurance	\$				
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					
1107. Agent's portion of the total title insurance premium to	\$				
1108. Underwriter's portion of the total title insurance premium to	\$				
1109.					
1110.					
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	
1202. Deed \$	Mortgage \$	Release \$			
1203. Transfer taxes				(from GFE #8)	30.00
1204. City/County tax/stamps	Deed \$	Mortgage \$			
1205. State tax stamps	Deed \$	Mortgage \$			
1206.					
1207.					
1208.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302.	\$				
1303.	\$				
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 302, Section K)					2,130.00



Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

Premier Point Realty LLC
Page 1 of 9, WB-11

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 20, 2015 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ ~~[STRIKE THOSE NOT APPLICABLE]~~

3 **GENERAL PROVISIONS** The Buyer, Tri-City Properties, LLC
4 _____, offers to purchase the Property known as [Street Address] 1827 61st st
5 53143 in the _____ City
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 PURCHASE PRICE: ten thousand
9 _____ Dollars (\$ 10,000.00).

10 EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 500.00
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or
12 Upon Bank Approval of the Short Sale

13 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____

16 _____
17 NOT INCLUDED IN PURCHASE PRICE: Sellers Personal Property

18 _____
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before _____. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): Janet Ruffolo

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (262) 605-5505 Buyer: (262) 605-5505

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____
48 Delivery address for Buyer: 5901 60th St Kenosha, WI 53144

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): jruffolo@premierpointrealty.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCT 02 2015 1827 61st St

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

RECEIVED
OCT 02 2015
1827 61st St.
BY: _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.



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216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217 **[N/A] FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

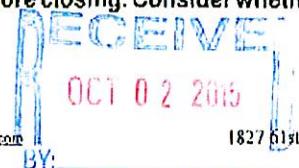
247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **[N/A] APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.**



272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 277 researching comparable sales, market conditions and listings, upon inquiry.

278 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
 279 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
 280 defaulting party to liability for damages or other legal remedies.

281 **If Buyer defaults**, Seller may:
 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 284 damages.

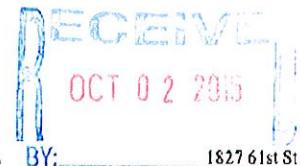
285 **If Seller defaults**, Buyer may:
 286 (1) sue for specific performance; or
 287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

288 In addition, the Parties may seek any other remedies available in law or equity.
 289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
 299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
 300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.



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304 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____

308
309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____

321
322 _____ If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

325 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
326 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
327 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
328 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
329 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
330 Condition Report and in this Offer, general taxes levied in the year of closing and _____
331
332
333

334
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ Buyer's
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.



360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION:** Consider a special agreement if area assessments, property owner's association assessments, special
364 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
365 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
366 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
367 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
368 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING**

396 Buyer may only conduct inspections or tests if specific contingencies are included as a part of
397 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
398 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
399 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
400 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
401 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
402 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
403 authorization for inspections does not authorize Buyer to conduct testing of the Property.

404 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the
405 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other
406 material terms of the contingency.

407 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
408 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
409 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
to the Wisconsin Department of Natural Resources.



Property Address: 1027 61st St

Page 6 of 8, WB-11

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-400). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION:** Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).

421 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ SBO _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** Property to be sold in "As-Is" Condition. Offer
436 subject to 3rd Party Lendar Approval. This is an all cash offer.

443 This Offer was drafted by [Licensee and Firm] _____ Janet Ruffolo

444 _____ Premier Point Realty _____ on _____

445 (x) _____ August 20, 2015
446 Buyer's Signature & Print Name Here > Tri-City Properties, LLC Date &

447 (x) _____
448 Buyer's Signature & Print Name Here > By managing member MATTHEW HEDSTROM Date &

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By)

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

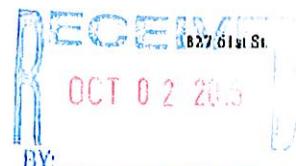
455 (x) _____ August 20, 2015
456 Seller's Signature & Print Name Here > Richard W Braunschauer JR Date &

457 (x) _____ 8/20/15
458 Seller's Signature & Print Name Here > Valerie M Braunschauer Date &

459 This Offer was presented to Seller by [Licensee and Firm] _____ Janet Ruffolo

460 _____ Premier Point Realty _____ on August 20, 2015 at 8:00 a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials & Date & Seller Initials & Date &



WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704
608-241-2047

Premier Point Realty LLC

ADDENDUM 990 TO THE OFFER TO PURCHASE - SHORT SALE

1 This Addendum is made part of the Offer to Purchase dated August 20, 2015 made by
2 the Buyer Tri-City Properties, LLC with respect to the Property at 1827 61st St
3 53143 Reno

4 ■ **SHORT SALE DEFINED:** The sale of the Property is a short sale; the sales price is not enough to pay all debts and
5 obligations secured by the mortgages and other liens on the Property, together with closing costs. Seller must pay
6 additional money at closing to cover the shortage or negotiate a written agreement with the lender whereby the lender will
7 accept less than what is actually owed to release the mortgage on the Property. Although this addendum refers to "lender,"
8 "loan" and "mortgage" in the singular, Seller and Buyer acknowledge that multiple lienholders and lenders may need to
9 release their mortgages and liens in exchange for less than the balances owed in order to provide clear title to the Property.
10 A reference to a "lender" includes the lender's mortgage servicer.

11 ■ **LENDER APPROVAL CONTINGENCY:** The Offer is contingent upon approval of the terms and conditions of this Offer by
12 each lender accepting a reduced payment. Seller shall submit this accepted Offer to Seller's lender per the lender's policy
13 (see line 23-27), along with any other documentation required by the lender. Seller shall deliver written notice to Buyer upon
14 receipt of a lender's approval. If a lender's approval is conditioned upon modification of certain terms and conditions of this
15 Offer, those changes are not binding upon Buyer and Seller without the parties' mutual consent expressed in an amendment
16 to this Offer, which Seller shall draft and submit to Buyer. The Offer is considered approved by the lender when the Buyer
17 accepts and delivers to Seller the amendment incorporating the terms required by the lender or upon Seller's delivery of
18 written notice to Buyer that lender approval has been received and no Offer modifications are necessary. If Buyer does not
19 accept and deliver said amendment within 5 days of Buyer's Actual Receipt of the amendment, this Offer shall be null and
20 void. If the short sale is not approved by Seller's lender, or the terms and conditions of a lender's approval are not
21 acceptable to Seller, Seller may terminate this Offer by delivering written notice to Buyer not later than five days after Seller's
22 Actual Receipt of the lender's decision and Buyer's earnest money shall be promptly returned.

23 ■ **MULTIPLE OFFERS:** Seller shall promptly submit the accepted primary Offer to Seller's lender. Until final lender approval
24 of a short sale is obtained, Seller may continue to market the Property and accept secondary offers. Depending upon the
25 lender's policy, those secondary offers shall also be submitted to Seller's lender for approval, either immediately or one at
26 a time. Buyer acknowledges that Seller's lender has sole discretion regarding which, if any, offer it approves regardless
27 of the date and the order in which the offers were submitted by Buyer or accepted by Seller.

28 **THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH "X":**
29 **"AS-IS":** Seller is selling the Property "as-is." Seller has not made any warranty or representations regarding the condition
30 of the Property and will not make any repairs or cure any defects. Accordingly, Buyer is responsible for determining the
31 condition of the Property and has included all necessary inspection and testing contingencies in this Offer.

32 **DEADLINES RUN FROM TIME OF LENDER APPROVAL:** All deadlines (excluding the deadline(s) for payment of
33 earnest money), such as for the financing contingency and the inspection contingency, shall run from the time the Offer is
34 considered approved (see lines 16-18 above) rather than from acceptance of the Offer.

35 **DEADLINE FOR LENDER APPROVAL:** If Seller has not obtained all needed lender approvals on or before
36 October 30, 2015, Buyer may terminate this Offer by delivering written notice to Seller and Buyer's earnest money
37 shall be promptly returned. Buyer may not terminate this Offer if Seller delivers written notice of all needed lender approvals to
38 Buyer prior to Seller's Actual Receipt of Buyer's written notice of termination.

39 **CLOSING DATE:** This transaction shall close no later than 60 days ("30" if left blank) from the time the Offer is
40 considered approved (see line 16-18 above).

41 ■ **ADDITIONAL PROVISIONS:**
42 _____
43 _____
44 _____
45 _____
46 _____

47 _____ 08/20/2015
48 (Buyer's Signature) & Tri-City Properties, LLC (Date) & (Buyer's Signature) & (Date) &
49 *Buyer managing member MATTHEW HESTER* *John M. Braunschauer* 8/20/15
50 (Seller's Signature) & Richard W. Braunschauer, Jr. (Date) & (Seller's Signature) & Valerie M. Braunschauer (Date) &

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
Premier Point Realty LLC, PO Box 945 Mequon, WI 53092 Phone: (414) 612-7873 Fax: 262-665-5505 1827 61st St, Kenosha, WI 53142
Produced with eForms by 21pLoops 10070 Pflum Hill Road, Pewee, Wisconsin 53099 www.idealink.com



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file:///Users/mail.hedstrom/Desktop/Tri-City Properties/Tri-City...

Sec. 183.0202
Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

- Article 1. Name of the limited liability company:
Tri-city properties LLC
- Article 2. The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.
- Article 3. Name of the initial registered agent:
Matthew John Hedstrom
- Article 4. Street address of the initial registered office:
5205 31st Street
Kenosha, WI 53144
United States of America
- Article 5. Management of the limited liability company shall be vested in:
A member or members.
- Article 6. Name and complete address of each organizer:
Matthew John Hedstrom
5205 31st Street
Kenosha, WI 53144
United States of America

Other Information. This document was drafted by:
Matthew John Hedstrom

Organizer Signature:
Matthew John
Hedstrom

Contact Information:



Printer-Friendly Form View

file:///Users/matt.hedstrom/Desktop/Tri-City Properties/Tri-City...

Matthew John Hedstrom
5205 31st Street
Kenosha, WI 53144
United States of America
matt.hedstrom@me.com
262-344-4953

Date & Time of Receipt:
5/13/2014 8:58:21 AM

Order Number:
201405133842962

**ARTICLES OF ORGANIZATION - Limited Liability
Company (Ch. 183)**



Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

**State of Wisconsin
Department of Financial Institutions**

EFFECTIVE DATE	
5/13/2014	

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OCT 02 2015 7/13/15 1:25 PM
BY: _____

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FILED 5/13/2014	Entity ID Number T062910
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RECEIVED
OCT 02 2015
BY: _____ 7/13/15 1:25 PM

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

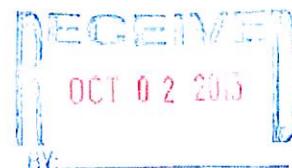
Tri-city Properties,LLC

This Company Agreement of this SINGLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to Wisconsin state law, is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as the Member. It is the Member's express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Member's. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a perpetual period unless,
 - (a) The Member votes for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
 - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.



- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Member selects.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).



3.3 C CORPORATION ELECTION. The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV

Management

4.1 MANAGEMENT OF THE BUSINESS. The management of the business is invested in the Member.

4.2 MEMBER. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

4.3 POWERS OF THE MEMBER. The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.7 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.8 COMPANY INFORMATION. Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books,



records and materials in the Chief Executive Member's possession regarding the Company or its activities.

4.9 EXCULPATION. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

4.10 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.11 RECORDS. The Member shall cause the Company to keep at its principal place of business or other location the following:

(a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(c) Copies of any financial statements of the limited liability company for the three most recent years.



ARTICLE V

Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
 - (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) Distributions to him/her in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.



ARTICLE VII
Transfers

7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII
Dissolution

8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 14th day of May, 2014.



Signature Matthew John Hedstrom Printed Name



OPTION TO PURCHASE REAL ESTATE

By And Between

DUSTIN HARPE, An Individual,

And

**THE CITY OF KENOSHA,
A Wisconsin Municipal Corporation**

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT, hereinafter referred to as the "AGREEMENT", is made and entered into by and between **DUSTIN HARPE**, an individual, whose principal office is located at 8501 75th Street, Suite H, Kenosha, Wisconsin, 53142, hereinafter referred to as "Seller", and the **CITY OF KENOSHA**, a Wisconsin municipal corporation, whose principal office is located at 625 52nd Street, Kenosha, Wisconsin, 53140, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is or will be the fee simple owner of certain real property and improvements (approximately 17.8 acres) being, lying and situated in the County of Kenosha, State of Wisconsin, such property having the street address of 9407 38th Street, Somers, Wisconsin, hereinafter referred to as "Premises", and being more particularly described in Exhibit 1 attached hereto and incorporated herein, and as follows:

Lot 1 of Certified Survey Map No. 928 recorded in the Kenosha County Register of Deeds office on May 20, 1983 in Volume 1133 of Records, Pages 540-541, as Document No. 703012, being part of the Southwest 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, County of Kenosha and State of Wisconsin.

Tax Key No. 80-4-222-294-0110

Property Address: 9407 38th Street, Kenosha, WI 53144

WHEREAS, the Premises, located in the Town of Somers, Wisconsin, is located within the growth area defined by the Boundary Agreement entered into by the Town of

Somers and the City of Kenosha and eligible for annexation into the City of Kenosha from the Town of Somers pursuant to the terms of said Boundary Agreement;

WHEREAS, Seller desires to sell a portion of the Premises to the Buyer upon acquisition (15.002 acres of contiguous vacant land) and provide the Buyer the exclusive option to purchase the remainder of the Premises (2.82 acres of contiguous land and improvements – 1 single family home and 3 out-buildings) at a later date;

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms, conditions and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;
- (b) "Option Fee" shall mean a flat fee of \$1.00 payable upon execution of the Agreement by Purchaser;
- (c) "Option Term" shall mean that period of time commencing on the Execution Date and ending one hundred twenty-six (126) months after the date of execution;
- (d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase.

2. GRANT OF OPTION(S). For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and option(s) ("Option(s)") to purchase the Premises upon the terms and conditions set forth herein.

3. SELLER'S OBLIGATIONS. This Agreement is contingent upon Seller fulfilling all of the following obligations prior to December 31, 2015. Should Seller fail to timely complete all contingent obligations, this Agreement shall become null and void.

- (a) **Title.** Seller must provide proof of title to Premises in fee simple.

(b) Subdivision of Premises. Seller shall, at its expense, subdivide the Premises into two (2) parcels. Parcel I shall be approximately 15.002 acres of contiguous vacant land. Parcel II shall be approximately 2.82 acres of contiguous land and improvements (1 single family home and 3 out-buildings).

(c) Annexation. Seller shall, at its expense, cause the Premises – Parcel I & II, to be annexed from the Town of Somers into the City of Kenosha.

4. PAYMENT OF OPTION FEE. Upon Execution of Agreement, Purchaser agrees to pay the Seller \$1.00 in consideration for the exclusive options to purchase Premises pursuant to the terms and conditions as set forth herein. The parties hereby acknowledge sufficiency of the consideration for the mutual covenants contained herein. Seller acknowledges that Purchaser is interested in purchasing both Parcel I and Parcel II and the inability of Purchaser to purchase both parcels greatly diminishes the utility and value of the Premises.

5. EXERCISE OF OPTION(S). Upon Seller fulfilling its contingent obligations described in paragraph 3, Purchaser shall exercise its exclusive right to purchase Parcel I, pursuant to the Option described herein at paragraph 5(a).

Upon Seller fulfilling all contingent obligations described in paragraph 3 above and providing written notice of intent to sell Parcel II at the fair market value established pursuant to subsection 5(b), Purchaser shall have ninety (90) days to exercise its option to purchase Parcel II as described herein. Purchaser shall exercise its Option by giving written notice thereof to Seller. Additionally, Purchaser shall maintain exclusive right to purchase Parcel II pursuant to the Option described herein, at any time after one hundred twenty (120) months of the Execution Date until the end of the Option Term. In the event the Purchaser does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee and this Agreement shall become null and void.

(a) Parcel I Option Contingent Offer to Purchase. Upon Seller meeting all obligations described in paragraph 3 above, Purchaser, subject to paragraph 6, shall purchase the 15.002 acre site (Parcel I) for Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) payable in equal annual installments over a seven year amortization period at an interest rate of 2.5%, first payment due at closing (Exhibit 2). Prepayment can be made at any time during this period without penalty. In the event payment is made in full within years one through three of the amortization period, the interest rate shall be reduced to 0%. Any interest paid in years one through three shall be converted to principle and credited against the purchase price.

(b) Parcel II Option. Upon Purchaser exercising Parcel I Option and Purchase,

Purchaser shall hold exclusive option to purchase Parcel II, subject to paragraph 6. Seller may provide Purchaser Notice of Intent to Sell Parcel II at the fair market value of Parcel II at time of said notice. In the event the parties cannot agree with regard to the fair market value, the fair market value will be determined by negotiation of the parties based upon professional appraisals by certified professional appraisers, each party submitting one appraisal at its own expense. Purchaser shall receive seven thousand dollars (\$7,000.00) credit to be applied against fair market value purchase price of Parcel II upon Parcel II closing. If Purchaser fails to execute its exclusive option or fails to close on Parcel II, Purchaser's credit is waived.

6. CONTRACT(S) FOR PURCHASE AND SALE OF PREMISES. In the event that the Purchaser exercises its exclusive Options as provided for in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Premises (Parcel I and/or Parcel II) and both parties agree to execute contracts for the sale and purchase of the Premises (Parcel I and/or Parcel II). The parties recognize that Seller is a municipal corporation which requires the authorization and consent of the City of Kenosha Common Council to approve the required Contract(s) for Purchase and Sale of Premises. With respect to Parcel I, should Purchaser fail to secure Common Council approval necessary to execute the Contract for Purchase and Sale of Parcel A within ninety-two (92) days of the Notice of Intent to Sell, this Agreement shall become null and void. With respect to Parcel II, should Purchaser fail to secure Common Council approval necessary to execute the contract for purchase and sale of Parcel II within sixty (60) days of the Notice of Intent to Sell, this Agreement shall become null and void.

7. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage prepaid. Such notices shall be deemed to have been served on the date mailed, postage prepaid. All such notices and communications shall be addressed as follows:

Seller:	Dustin Harpe 8501 75 th Street, Suite H Kenosha, WI 53142
Purchaser:	City of Kenosha 625 52 nd Street Kenosha, WI 53140

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or sub-paragraph are for convenience or reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements within written or oral between Seller and Purchaser with respect to the Options and all other matters contained herein, and constitutes the sole and entire Agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the dates below given.

DUSTIN HARPE,
An Individual

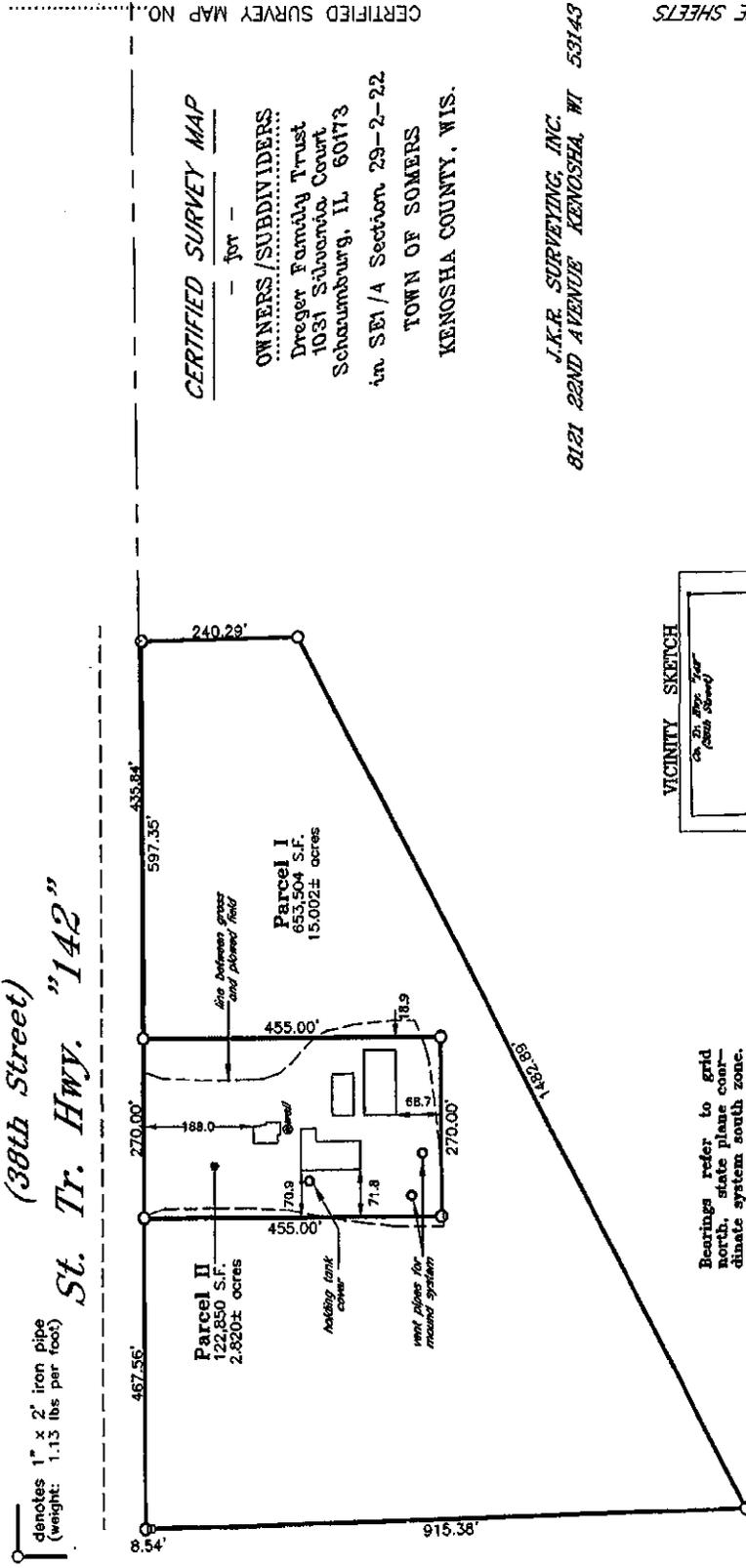
BY: _____
DUSTIN HARPE

Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

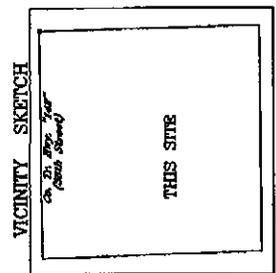
Personally came before me this ____ day of _____, 2015,
DUSTIN HARPE, _____, an individual, to me known to be such individual, and
acknowledged that he executed the foregoing.

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



(38th Street)
 St. Tr. Hwy. "142"

denotes 1" x 2' iron pipe
 (weight: 1.13 lbs per foot)



SE1/4 SECTION 29-2-22
 - not to scale -

Bearings refer to grid
 north, state plane coordi-
 nate system south zone.



CERTIFIED SURVEY MAP NO. _____

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

WISCONSIN REGISTERED LAND SURVEYOR
 JEFFREY K. BAUMERT (S-2141)
 Dated April 2, 2015

SHEET ONE OF THREE SHEETS

EXHIBIT 2

**City of Kenosha
Harpe Airport Property
Amortization Schedule (1) (2)**

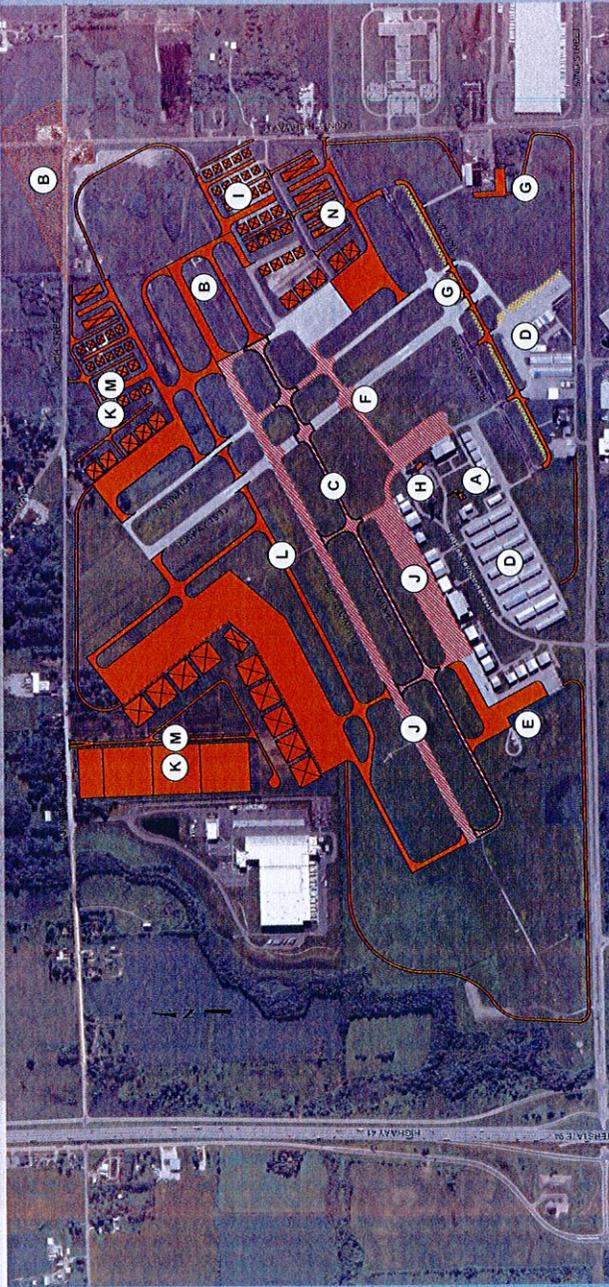
	<u>Interest (3)</u>	<u>Principal</u>	<u>Combined Payment</u>	<u>Balance</u>
Purchase Price				325,000
Payment @ Closing	-	46,429	46,429	278,571
Yr. 1	6,964	46,429	53,393	232,143
Yr. 2	5,804	46,429	52,232	185,714
Yr. 3	4,643	46,429	51,071	139,286
Yr. 4	3,482	46,429	49,911	92,857
Yr. 5	2,321	46,429	48,750	46,429
Yr. 6	1,161	46,429	47,589	-
Totals	<u>24,375</u>	<u>325,000</u>	<u>349,375</u>	

Note 1 - Prepayments allowed at any time with out penalty.

Note 2 - Payment in Full made with in three (3) years of closing results in all interest paid during the period to be refunded in full back to the City.

Note 3 - Interest @ 2.5% annually.

Recommended improvement plan



- A** Construct new electrical vault, homeuns and tower facilities
- B** Runway 7/25B and Taxiway A to be extended by 1,101 feet
- C** Widening of Taxiway A to 50 feet wide, associated electrical and pavement updates
- D** Sealcoat asphalt pavements (terminal parking, south ramp areas, 1 hangars)
- E** West apron expansion; new joint seals and pavement repairs on north apron
- F** New electrical and pavement repair for Runway 15/33, Taxiway B and Taxiway D
- G** Runway 7/25L and Taxiway C reconstruction and airfield perimeter road, Phase I
- H** Airport building improvements (terminal, maintenance, parking drainage)
- I** East hangar development, Phase II
- J** Airfield pavements strengthening
- K** North side property acquisition
- L** North side parallel taxiway, additional airfield perimeter road and utilities
- M** North side site development
- N** Phase III of east hangar development



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

FROM: Rich Schroeder, Deputy Director *RS*
Department of Community Development and Inspections

SUBJECT: **Request from John P. Thomey (Kenosha Heating & Cooling) to Refund Penalty Fees in the Amount of \$7,440.00 for Work Performed Prior to Obtaining Permits at 5815 5th Avenue (Parcel # 12-223-31-487-001) (District 2)**

DATE: October 14, 2015

The HVAC Contractor, Kenosha Heating & Cooling, has submitted an appeal for a refund of the penalty fee of \$7,440.00 for HVAC work that began without a permit at the 5th Avenue Lofts project.

Chapter 9.07 C of the City's Code of General Ordinances states that when a permit is required by this code and work is started prior to obtaining such permit, then the fees shall be doubled. Any reduction to the penalty fee requires approval by the Common Council.

The following information is pertinent to this appeal:

- September 14, 2015: The Building Inspector noted that HVAC work was occurring and that no permit had been obtained. The Building Inspector informed Mr. Thomey that work was occurring without an HVAC permit.
- September 15, 2015: An application for an HVAC permit is submitted.
- September 18, 2015: The permit is paid for and issued. A 2X penalty is applied to the permit per Ordinance, as work had begun without a permit. The applicant requests that the penalty fee of \$7,440.00 be refunded as noted in his attached appeal.

It should be noted that the contractor also did HVAC work without permits in September, 2015, at Saxony Manor. A 2X fee was applied. The applicant has not appealed that penalty to date.

Recommendation:

Since work was done by the applicant without an HVAC permit, which is in violation of Section 9.07 C of the Code of General Ordinances, a recommendation is made to deny the petitioner's request.

RPS:saz
Attachments

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

APPEAL FORM

Property Address: 5815 5th Ave Date: 9/17/15
12-223-31-487-001

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other _____

Amount: \$17,440.00

Property Owner: 5th Ave Lofts LLC

Petitioner: Kenosha Heating & Cooling LLC

Mailing Address: 4421 Sheridan Rd.

Home Phone Number: 262-652-6900 Daytime Phone Number: Same

E-mail Address: John@kenoshaheatingandcooling.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

The failure of Kenosha Heating and Cooling to pull a permit for the 5th Avenue Lofts project was not intentional. We have a new administrative person that when awarded the project failed to follow protocol. It was in no way the intent of our company to try to do this project without a permit.

I feel that due to the large size of the permit cost, that doubling the permit fee of \$7880.00 is excessively punitive.

I respectfully ask that members of the finance committee review this appeal and consider the number of times that administrative errors occur within the city every year. I understand the need for a penalty because of the additional meeting that took place regarding this issue. But I ask that the committee consider that expense to be the amount of the penalty charged instead.

Petitioner Signature: [Signature]
by John P. Tromey
Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

RECEIVED
SEP 18 2015

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

RECEIVED FROM: KENOSHA HEATING & COOLING
DATE RECEIVED: SEPTEMBER 18, 2015
AMOUNT RECEIVED: \$14,880.00
OPERATOR ID.: HSUEZ

PROJECT ADDRESS: 05815 005A
PAYMENT METHOD: CHECK NO.: 10121

<u>PERMIT#</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
163747	COMMERCIAL HVAC	\$14,880.00

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100
Kenosha, WI 53140
PHONE: 262.653.4263 • FAX: 262.653.4254

COMMERCIAL HVAC PERMIT# 163747

KENOSHA HEATING & COOLING
4421 SHERIDAN ROAD
KENOSHA, WI 53140

Contractor Type: HVAC
License # HQ#12828
Phone: 262.653.8223

PROJECT INFORMATION

PROPERTY OWNER/PROJECT NAME:

FIFTH AVENUE LOFTS
4011 80TH STREET
KENOSHA, WI 53142
262.694.2327

Project Address: 5815 5TH AVENUE
Business Name:
Parcel No.: 12-223-31-487-001
Date Issued: 09/18/15
Construction Type: NEW CONSTRUCTION
Total Permit Fee: \$14,880.00
Receipt Number: 7531
Paid by: KENOSHA HEATING & COOLING

- **Work must begin within sixty (60) days.**
- **Work must be complete on one-family, two-family and multi-family new dwellings within one (1) year.**
- **Work must be complete on residential additions, residential alterations, electric, plumbing, HVAC, and accessory buildings within six (6) months.**
- **Work must be complete on new construction or additions to public buildings within two (2) years.**
- **Fence installation shall be completed within one-hundred and eighty (180) days from issuance of permit.**

THIS PERMIT MUST BE POSTED AS TO BE VISIBLE FROM THE STREET

CMHV

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

Office Use Only:

Date	9/15/15
Permit #	163747
Needs Approval	<input checked="" type="checkbox"/>
IP	
Fee'd	2 x fee

APPLICATION FOR COMMERCIAL HEATING, VENTILATING, AIR CONDITIONING PERMIT (Commercial or Multi-family)

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

The following must be submitted with this permit application: One (1) full size set of plans, AND
Two (2) 8 1/2" x 11" or 11" x 17" size sets of plans.

Project Address 5821 5th Ave Lot # _____ Suite _____
 Project Name 5th Ave Lofts *Contractor Kenosha Heating + Cooling
 Mailing Address same Mailing Address 4421 Sheridan Rd
 City Kenosha State WI Zip 53140 City Kenosha State WI Zip 53140
 Phone (____) _____ Phone (262) 452-1690
 Contractor e-mail Mfo@kenoshaheatingandcooling.com
 Estimated Cost 525,000.00 *Contractor: Please see attached "State Licensing Requirements."

Description of Work HVAC
 CHECK ONE: Commercial Multi-family (if multi-family, number of units _____)
 CHECK ONE: Existing _____ New Building (if new building, sq. ft. of new building 83,734)

Heating Units/Boilers/Furnaces:
 Number of Units 02 BTU's per unit _____ Total BTU's 1,176,000
Air Conditioning:
 Number of Units 02 Tons per Unit 1.5 Total Tons 93

Note: No air conditioning units shall be installed in front of the building.

DESCRIPTION	FEE	QTY	DESCRIPTION	FEE	QTY
NEW MULTI-FAMILY	\$ 120.00 Per Unit	<u>02</u>	RANGE HOOD	\$ 60.00 Ea.	_____
NEW BUILDING - HVAC	\$.04 per Sq. Ft.	_____	AIR HANDLING UNIT	\$ 24.00 Ea.	_____
FURNACE UP TO 200,000 BTU	\$ 60.00 Ea.	_____	FUEL BURNING DEVICE	\$ 60.00 Ea.	_____
FURNACE 200,000+ BTU	\$ 4.80 Per 200,000	_____	SUSPENDED UNIT HEATER	\$ 36.00 Ea.	_____
BOILER UP TO 200,000 BTU	\$ 60.00 Ea.	_____	MISCELLANEOUS	\$ 18.00 Ea.	_____
BOILER 200,000+ BTU	\$ 4.80 Per 200,000	_____	MINIMUM COMMERCIAL	\$ 75.00 Ea.	_____
AIR COND./UP TO 5 TONS	\$ 6.00 Per Ton	_____	PLAN REVIEW - HVAC	\$ 240.00 Ea.	_____
AIR COND./6 TONS+	\$ 3.60 Per Ton	_____			
VENTILATION FAN	\$ 18.00 Ea.	<u>0</u>			

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

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the above information is accurate. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Applicant Signature: _____ Date: 9.14.2015 October 19, 2015 Pg. 243



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

State of Wisconsin Licensing Requirements for Contractors:

General Contractors of One- or Two-family Dwellings:

Any general contractor that performs work on a one- or two-family dwelling must possess the following two licenses:

- 1) Dwelling Contractor Number: _____ Signature of Designee: _____
 - 2) Dwelling Qualifier Number: _____
- Dwelling Qualifier Licensee Signature: _____ Print Name: _____

General Contractors of Multi-family Dwellings or Commercial Projects:

Any general contractor that performs work on a multi-family dwelling or commercial property must possess the above two licenses **OR**:

- Building Contractor
 Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of Exterior Sewer and Water Laterals or Interior Plumbing Projects:

Any contractor that performs Exterior Sewer and Water Lateral or interior plumbing work must possess the following two licenses:

- 1) Wisconsin Master Plumber's License Number: _____
 Licensee's Signature: _____ Print Name: _____
- 2) Building Contractor
 Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of Electrical Projects:

Any contractor that performs electrical work must possess the following two licenses:

- 1) Wisconsin Master Electrician's License Number: _____
 Licensee's Signature: _____ Print Name: _____
- 2) Wisconsin Electrical
 Contractor Certification Number: _____ Signature of Designee: _____
OR
 Building Contractor Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of HVAC Projects:

Any contractor that performs HVAC work must possess the following two licenses:

- 1) Wisconsin HVAC
 Qualifier Number: 12828 / 11-28-15 Licensee's
 Signature: [Signature] Print Name: Robert Wieske
OR
 City of Kenosha
 HVAC License: _____ Licensee's
 Signature: _____ Print
 Name: _____
- 2) Wisconsin HVAC
 Contractor Certification Number: 930122 / 2-4-18 Signature of Designee: [Signature]
OR
 Building Contractor
 Registration (BCR) Number: 930122 Signature of Designee: [Signature]

Note to Property Owners:

If the owner of the property is listed as the general contractor, a license is not required; however, the attached "Cautionary Statement" must be signed by the property owner.

CODE OF GENERAL ORDINANCES, 2015 - KENOSHA, WISCONSIN

1. Fencing. The applicant shall install a six (6') foot high chainlink fence, including gates and access to the site, around the perimeter of the construction site in a manner approved by the Code Official. Required fencing shall be installed prior to the commencement of any other Work on the site.

2. Guarding Site. The applicant shall take or cause to be taken all steps necessary to properly guard the Work and the site around the Work, to protect the public from damage of or injury to property or Persons.

3. Other Conditions. The Code Official may impose additional means of site safety and security measures as deemed necessary by circumstances which are unique to any Work.

J. No Delinquent Special Assessments, Special Charges, or Special Taxes. The issuance of Permits under this Chapter 9 shall be conditioned upon there being no delinquent special assessments, special charges, or special taxes with respect to the real property upon which the Work will be performed. If in the opinion of the Director of the Department of Community Development and Inspections, the permit is required to resolve a condition of imminent danger to public health, safety and welfare, the Director may waive this condition of issuance. If there is a waiver of the conditions of issuance, the Director of the Department of Community Development and Inspections shall notify the Committee of Public Safety and Welfare within 30 days of the waiver.

9.07 FEES

A. Fees. The Common Council shall, from time to time, by Resolution, establish fees for the following Permits, reviews, inspections and services provided by the Department of Community Development and Inspections.

Residential Building, Addition and Alteration
Commercial Building, Addition and Alteration
Accessory Building
Electrical
Plumbing
Heating, Ventilating and Air Conditioning
Plan Reviews
Razings
Moving of Buildings
Street Occupancy
Swimming Pools and Hot Tubs
Signs
Fences
Occupancy
Reinspection
Penalty
Retaining Walls

B. Payment of Fees. The fee for a Permit required pursuant to this Chapter must be paid at the time of application for the Permit. A Permit shall not be valid until such time that the fees required by this Code have been paid. The fee paid for a Permit that was not granted or was not issued will not be refunded.

C. Work Started Without Permit. When a Permit is required by this Code and Work is started prior to obtaining such Permit, the fees required shall be doubled. For the second offense within a twelve (12) month period, starting Work prior to obtaining a Permit, the fee shall be quintupled. For the third such offense within a twelve (12) month period, in addition to the penalties listed above, the Code Official may bar such contractor from Work in the City for a period of one (1) year from the completion date of the project which resulted in the third offense. The payment of such doubled or quintupled fee shall not relieve any Person from complying with the requirements of this Code, nor from any penalties proscribed herein.



COMMUNITY DEVELOPMENT & INSPECTIONS

October 15, 2015

John Thomey
Kenosha Heating & Cooling
4421 Sheridan Road
Kenosha, WI 53140

Dear Mr. Thomey:

Subject: Appeal of Penalty Fees for Permits for 5815 5th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, October 19, 2015, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

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

Sincerely,

Sue Zampanti, Secretary

/SAZ



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

FROM: Robert A. Newhouse, Property Maintenance Inspector RN
Department of Community Development and Inspections

SUBJECT: Resolution to Rescind a Reinspection Fees in the Amount of \$72.00 for the Property Located at 4018 8th Avenue

DATE: October 14, 2015

The owner of the subject property, Debbie Dosemagen, is requesting the rescindment of a Reinspection Fee the amount of \$72.00.

The following sequence of events is pertinent to the appeal:

August 26, 2013	A complaint was filed and an initial inspection found five (5) violations, including: ripped screens, missing gutter extensions, loose porch deck boards, and chipping paint on house and on windows
August 28, 2013	Orders were posted at this owner-occupied property and mailed to the owner of record, Keith Dosemagen. I also spoke with Debbie Dosemagen by phone, and explained that I would conduct a reinspection the week of September 27, 2013.
September 30, 2013	Reinspection showed no work done.
October 30, 2013	Reinspection showed no work done.
December 16, 2013	Reinspection showed gutter extensions installed. Screens were replaced with storm windows, which complied with the requirement for screens.
March 31, 2014	Reinspection. No additional work done.
July 15, 2014	Reinspection showed no work done.
October 10, 2014	Reinspection showed deck boards repaired. The only violations that remained were for chipping paint on house, porch and windows.
December 3, 2014	Reinspection showed no additional work done.

Appeal of Reinspection Fees
4018 8th Avenue
Page 2

January 22, 2015	Reinspection showed no work done.
February 23, 2015	Reinspection showed no work done.
March 20, 2015	Reinspection showed no work done.
April 20, 2015	Reinspection showed no work done.
May 21, 2015	Reinspection showed no work done.
May 27, 2015	Reinspection showed no work done.
July 22, 2015	Mailed Final Notice for chipping paint violations.
September 18, 2015	Reinspection showed no work done. Left voice mail for Debbie Dosemagen.
	Reinspection showed no work done. First reinspection fee of \$72.00 was charged for failure to make repairs.

Recommendation:

The Reinspection Fees were properly issued to the owner of record at the time according to our Property Maintenance Policies and Procedures.

Staff recommends that the reinspection fee be upheld.

RAN:saz
Attachments

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

APPEAL FORM

Property Address: 4018-8 Ave Date: 10-6-15

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: 72.00

Property Owner: Debra Russo-Dosemagen

Petitioner: Debra Russo-Dosemagen

Mailing Address: 4018-8 Ave

Home Phone Number: 262-764-3366 Daytime Phone Number: 262-764-3366

E-mail Address: _____

Reason for Appeal (if more space is needed, please attach information to this form): _____

The last item that I need to do is to paint my porch and my transom window. I work two jobs so I do not have much down time, but I have family that have offered to help me to finish all of this in the next couple of weeks. That way when they inspect again at the end of Oct. It will all be done. Plus I can't afford the fine. Thank you

Petitioner's Signature: Debra Russo-Dosemagen

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

RECEIVED
OCT 06 2015
October 19, 2015 Pg. 249
by <u>jm</u>
CDI - Rm 100



Case Number: H130935
May 27, 2015

FINAL NOTICE

Debra Dosemagen
4018 8th Avenue
Kenosha, WI 53140

Dear Ms. Dosemagen:

Subject: Property Maintenance Code Violations at 4018 8th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on August 8, 2013. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **June 29, 2015**, you will be issued up to one (1) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ Properly prepare and paint surfaces with chipping/missing paint, including but not limited to: front porch and stairs, area above front door on east side, and window frames on all levels of home

Please call me at 262.653.4273 or e-mail me at rnewhouse@kenosha.org with any questions regarding this notice.

Sincerely,

Robert A. Newhouse
Property Maintenance Inspector

RAN:saz

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H130935
October 20, 2014

ADVISORY NOTICE

Debra Dosemagen
4018 8th Avenue
Kenosha, WI 53140

Dear Mr. Dosemagen:

SUBJECT: Property Maintenance Code Violations at 4018 8th Avenue

The Department of Community Development and Inspections has received a complaint regarding your property for the address referenced above.

Our investigation found:

- ◆ Properly prepare and paint surfaces with chipping/missing paint, including but not limited to: front porch and stairs, area above front door on east side, and window frames on all levels of home

We request that you inspect the property and make the needed repairs within thirty (30) days from receipt of this letter. A follow-up inspection will be conducted to ensure the violations have been corrected.

Violations of the City's minimum property maintenance standards, if not corrected, are subject to municipal citations which include monetary forfeitures.

Please contact me at 262.653.4273 if you have any questions; or, if it is more convenient, you may e-mail me at rnewhouse@kenosha.org.

Your cooperation in this matter is appreciated.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Handwritten signature of Robert A. Newhouse in black ink.

Robert A. Newhouse
Property Maintenance

Planning & Zoning
Community Development

262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H 130935
Date: 8/28/13

COPY

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 4018 8th Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4273. If it is more convenient, you may e-mail me at rnewhouse@kenosha.org.

Sincerely,
DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS
Robert Newhouse
Robert A. Newhouse
Property Maintenance Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 4018 8th Avenue Case #: H130935

Violator: SAME AS OWNER

Owner: Keith Dossman
4018 8th Avenue
Kenosha, WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 9/26/13 REPAIR ALL RIPPED SCREENS ON 1st floor AND 2nd floor of house. (16.18(L))
9/26/13 REPLACE GUTTER EXTENSION - DOWNSPOUT ON North side of house (16.18(F))
9/26/13 DECK BOARDS LOOSE ON FRONT PORCH (16.18(I)) REPAIR LOOSE BOARDS.
9/26/13 PAINT chipping/worn on front porch. Properly PREPARE AND PAINT ALL affected AREAS ON ALL SURFACES (16.18(A))
9/26/13 PAINT chipping on AREA ABOVE WINDOW of front door (east side) (16.18(A)). Properly PREPARE AND PAINT all affected AREAS ON SURFACES. (16.18(A))

If you have any questions, please contact your inspector at 262. 254. 4275

Robert Newhouse
Inspector

9/28/13
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 28th Day of August, 2013

Inspector, Property Maintenance Division
October 19, 2013 Pg. 253



COMMUNITY DEVELOPMENT & INSPECTIONS

October 15, 2015

Debra Russo-Dosemagen
4018 8th Avenue
Kenosha, WI 53140

Dear Ms. Dosemagen:

Subject: Appeal of Reinspection Fee for 4018 8th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, October 19, 2015, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

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

Sincerely,

Sue Zampanti, Secretary

/SAZ

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 18

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 09/16/30 through 09/30/15 and have approved the disbursement as follows:

1. Checks numbered from 152145 through 152609 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	4,120,915.53
SUBTOTAL	4,120,915.53

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,244,826.76

TOTAL DISBURSEMENTS APPROVED 5,365,742.29

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

Rocco LaMacchia Sr.

Bob Johnson

Curt Wilson

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

Respectively submitted,



Director of Finance

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

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #18

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/08/15

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152145	9/16	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	08/15 2721 65 ST BOA	92.12
			110-09-56501-259-569	08/15 6415 28 AVE BO	78.00
			110-09-56501-259-569	08/15 5500 6 AV BOAR	78.00
			110-09-56501-259-569	08/15 6516 18 AVE BO	72.12
				..... CHECK TOTAL	320.24
152146	9/16	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	08/15-ST ELECTRICAL	113.08
			110-03-53109-375-000	08/15-ST ELECTRICAL	18.20
			110-03-53109-375-000	08/15-ST ELECTRICAL	4.60
			110-03-53109-375-000	08/15-ST ELECTRICAL	4.22
				..... CHECK TOTAL	140.10
152147	9/16	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	07/15-TD MISC. ITEMS	382.50
152148	9/16	HWY C SERVICE	110-05-55102-369-000	BOOM, SPRAYER	909.15
			520-09-50201-347-000	08/15-TD PARTS/SERVI	185.49
				..... CHECK TOTAL	1,094.64
152149	9/16	ICMA RETIREMENT TRUST	110-00-21572-000-000	9/1-15/16 CONTRIBS	54,263.54
			110-00-21599-000-000	9/1-15/16 CONTRIBS	9,148.49
			110-00-21524-000-000	9/1-15/16 CONTRIBS	710.00
				..... CHECK TOTAL	64,122.03
152150	9/16	KENOSHA NEWS	413-11-50907-589-000	08/15-PW WAYFIND SIG	112.44
152151	9/16	LANDMARK TITLE CORPORATION	110-09-56501-259-565	08/15 6518 18 AV RPT	50.00
			110-09-56501-259-565	08/15 1413 61 ST RPT	50.00
			110-09-56501-259-565	08/15 1511 74 ST RPT	50.00
			110-09-56501-259-565	08/15 2218 RSVLT RPT	50.00
				..... CHECK TOTAL	200.00
152152	9/16	SHERWIN WILLIAMS CO.	110-03-53110-371-000	08/15-PW TRAFFIC PAI	84.55
			110-03-53110-371-000	08/15-ST TRAFFIC PAI	84.55
				..... CHECK TOTAL	169.10
152153	9/16	WILLKOMM INC., JERRY	520-09-50106-341-000	08/15-TD DIESEL FUEL	14,265.70
152154	9/16	MILLER & ASSOC-SAUK PRAIRIE	110-05-55109-386-000	TUBE SLIDE	1,089.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152155	9/16	PAYNE & DOLAN INC.	110-03-53103-355-000	08/15-ASPHALT MATERI	1,376.07
152156	9/16	CHASE BANK KENOSHA	110-00-21513-000-000	9/1-15/16 DEDUCTS	199,809.24
			110-00-21511-000-000	9/1-15/16 DEDUCTS	76,325.43
			110-00-21612-000-000	9/1-15/16 DEDUCTS	76,325.26
			110-00-21514-000-000	9/1-15/16 DEDUCTS	23,983.55
			110-00-21614-000-000	9/1-15/16 DEDUCTS	23,983.34
			761-00-21513-000-000	08/15 KCM DEDUCTS	610.00
			761-00-21511-000-000	08/15 KCM DEDUCTS	360.42
			761-09-50101-158-000	08/15 KCM DEDUCTS	360.39
			761-00-21514-000-000	08/15 KCM DEDUCTS	84.30
			761-09-50101-158-000	08/15 KCM DEDUCTS	84.28
				..... CHECK TOTAL	401,926.21
152157	9/16	OFFICEMAX	110-01-51601-311-000	08/15 CD #3247 OFFC	170.74
			110-01-51201-311-000	08/15 CT #3246 OFFC	121.84
			110-01-51101-311-000	08/15 FN #3253 OFFC	59.24
			501-09-50101-311-000	08/15 ST #3245 OFFC	23.43
			501-09-50101-311-000	08/15 ST #3245 OFFC	14.66
			110-01-51601-311-000	08/15 CD #3247 OFFC	7.63
			110-01-51601-311-000	08/15 CD #3247 OFFC	4.17
				..... CHECK TOTAL	401.71
152158	9/16	CHEMSEARCH	630-09-50101-393-000	08/15 SE MATERIALS	468.84
152159	9/16	ZAK, PAUL	110-02-52203-165-000	09/15 BENEFITS	861.97
152160	9/16	INDUSTRIAL MARKETING	630-09-50101-393-000	08/15-SE#2994 SWEEPE	71.12
152161	9/16	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	08/15 ST SUPPLIES	274.90
152162	9/16	HOLLAND SUPPLY, INC.	630-09-50101-393-000	08/15-CE#2395 HYDRAU	348.61
			630-09-50101-393-000	08/15-CE#2483 HYDRAU	175.83
				..... CHECK TOTAL	524.44
152163	9/16	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	08/15-GOLFCART REPAI	48.20
152164	9/16	CONCRETE SPECIALTIES CO.	403-11-51202-588-000	08/15 ST STRUCTURES/	844.80
			403-11-51202-588-000	08/15 ST STRUCTURES/	282.00
			403-11-51202-588-000	08/15 ST STRUCTURES/	188.00
				..... CHECK TOTAL	1,314.80

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152177	9/16	4IMPRINT	110-02-52110-311-000	PAPER POLICE HAT	268.38
			110-02-52110-311-000	WHITE MUG	267.30
			110-02-52110-311-000	KEY-LIGHT	264.09
			110-02-52110-311-000	SPORT FLYER-5"	193.67
			110-02-52110-311-000	SET-UP CHARGE	55.00
			110-02-52110-311-000	SET-UP CHARGE	50.00
			110-02-52110-311-000	SET-UP CHARGE,	50.00
			110-02-52110-311-000	SET-UP CHARGE	40.00
			110-02-52110-311-000	COUPON CODE,	23.50CR
			110-02-52110-311-000	COUPON CODE	28.18CR
			110-02-52110-311-000	COUPON CODE	30.00CR
			110-02-52110-311-000	COUPON CODE,	30.50CR
				..... CHECK TOTAL	1,076.26
152178	9/16	AMERICAN HYDRAULICS	630-09-50101-393-000	08/15 SE PARTS/SERVI	2,791.00
152179	9/16	CDW-G	110-01-51102-233-000	07/15 COMPUTER EQUIP	972.45
			110-02-52203-361-000	07/15 COMPUTER EQUIP	841.86
			110-01-51102-539-000	08/15 COMPUTER EQUIP	447.69
			110-01-51102-539-000	08/15 COMPUTER EQUIP	410.55
			110-01-51102-219-000	08/15 COMPUTER EQUIP	81.44
			110-02-52203-361-000	07/15 COMPUTER EQUIP	31.59
			110-01-51102-219-000	08/15 COMPUTER EQUIP	3.71
				..... CHECK TOTAL	2,789.29
152180	9/16	MENARDS (KENOSHA)	110-02-52203-357-000	08/15-FD MERCHANDISE	172.54
			520-09-50401-246-000	08/15-TD MERCHANDISE	84.97
			521-09-50101-382-000	08/15-AR MERCHANDISE	26.81
			110-03-53110-389-000	08/15-ST MERCHANDISE	24.99
			110-03-53109-389-000	08/15-ST MERCHANDISE	21.75
			110-03-53109-375-000	08/15-ST MERCHANDISE	21.48
			110-03-53110-361-000	08/15-ST MERCHANDISE	15.89
			110-02-52203-344-000	08/15-FD MERCHANDISE	7.00
			110-05-55109-249-000	08/15-PA MERCHANDISE	5.81
				..... CHECK TOTAL	381.24
152181	9/16	SUMMIT WINDOW CLEANING	521-09-50101-243-000	TOWER WINDOWS	75.00
			521-09-50101-243-000	TERMINAL WINDOWS	60.00
				..... CHECK TOTAL	135.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152182	9/16	JMB & ASSOCIATES	110-02-52203-246-000	ANNUAL CALIBRATION	456.92
152183	9/16	FOUNTAIN PEOPLE, INC.	110-05-55109-344-000 110-05-55109-344-000 110-05-55109-344-000	AC OUTPUT MODULE CONTROLLER ASSY - COIL CHECK TOTAL	1,028.25 825.00 57.00 1,910.25
152184	9/16	RELIABLE DOOR AND DOCK, INC.	520-09-50201-246-000	REPLACE DOOR PANEL	16,284.00
152185	9/16	EZ PACK N SHIP ETC, INC	110-01-51901-311-000 110-01-51306-312-000 520-09-50106-311-000	03/15 CT UPS SERVICE 08/15 PD UPS SERVICE 08/15 TD UPS SERVICE CHECK TOTAL	66.35 26.25 7.04 99.64
152186	9/16	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	08/15 FD MEDICAL SUP	154.65
152187	9/16	HAPPENINGS MAGAZINE	222-09-50101-259-000 222-09-50101-259-000	08/15-PB&J ADVERTISI 08/15-PB&J ADVERTISI CHECK TOTAL	363.00 363.00 726.00
152188	9/16	IAFF/NATIONWIDE	110-00-21574-000-000	9/1-15/15 CONTRIBS	21,087.39
152189	9/16	GANDER MOUNTAIN	110-02-52106-365-000	08/15-PD SUPPLIES/EQ	67.97
152190	9/16	RED THE UNIFORM TAILOR	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-365-000	08/15 POLICE UNIFORM 08/15 POLICE UNIFORM 08/15 POLICE UNIFORM 08/15 POLICE UNIFORM CHECK TOTAL	271.80 99.90 87.98 35.40 495.08
152191	9/16	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	9/1-15/15 CONTRIBS 9/1-15/15 CONTRIBS CHECK TOTAL	7,819.33 705.00 8,524.33
152192	9/16	HOWARD, MARTIN	110-02-52103-263-000	8/24/15 WINNEBAGO	12.00
152193	9/18	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	09/18/15 UNION DUES	2,788.77
152194	9/18	BLONER, JOHN JR	761-09-50101-312-000	POSTAGE-10/24 EVENT	210.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152195	9/18	RNOW, INC.	630-09-50101-393-000	08/15 PARTS/MATERIAL	1,399.05
			630-09-50101-393-000	08/15 #2745 PARTS/MA	208.83
			630-09-50101-393-000	08/15 PARTS/MATERIAL	185.95
			630-09-50101-393-000	08/15 PARTS/MATERIAL	66.24
				..... CHECK TOTAL	1,860.07
152196	9/18	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	08/15-ST ELECTRICAL	133.35
			110-03-53109-375-000	08/15-ST ELECTRICAL	80.46
			110-03-53109-375-000	08/15-ST ELECTRICAL	33.53
			110-03-53109-375-000	08/15-ST ELECTRICAL	6.21
				..... CHECK TOTAL	253.55
152197	9/18	KRANZ, INC.	630-09-50101-393-000	08/15-SE MATERIALS	539.52
152198	9/18	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/18/15 CITY HRLY	8,884.00
			110-00-21562-000-000	09/18/15 WATER HRLY	3,065.62
			110-00-21562-000-000	09/18/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,964.62
152199	9/18	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	09/15 ANIMAL CONTRL	12,271.98
152200	9/18	UNITED HOSPITAL SYSTEMS INC	110-00-15202-000-000	7/7-28/15 W/C	2,358.43
			110-09-56405-161-000	7/1-6/15 W/C	650.50
			110-09-56405-161-000	7/4/15 W/C	641.56
				..... CHECK TOTAL	3,650.49
152201	9/18	KENOSHA NEWS	110-01-50101-321-000	8/03/15 CC MINUTES	370.17
			110-01-51303-326-000	08/15 CROSSING GRD	320.26
			110-01-50101-321-000	08/15 1ST READ ORDS	20.43
				..... CHECK TOTAL	710.86
152202	9/18	FIRST SUPPLY CO.	110-01-51801-389-000	08/15 MB SUPPLIES AN	71.37
152203	9/18	KENOSHA WATER UTILITY	521-09-50101-223-000	05/31-07/31/15 SWU	16,666.30
			521-00-13112-000-000	05/31-07/31/15 SWU	6,009.08
			110-05-55109-223-000	05/31-07/31/15 SWU	3,175.40
			110-03-53103-223-000	05/31-07/31/15 SWU	2,999.94
			205-03-53119-223-000	4071 88TH AVE	980.02
			461-11-51501-581-000	05/31-07/31/15 SWU	233.94
			463-11-51101-589-000	05/31-07/31/15 SWU	66.70
			110-01-51802-223-000	4710 47TH AVE	57.18
			110-01-51802-223-000	47TH AVENUE	45.12
			110-01-51802-223-000	3604 67TH ST	42.94
			110-01-51802-223-000	4722 47TH AVE	36.36
			520-09-50301-223-000	05/31-07/31/15 SWU	4.58
				..... CHECK TOTAL	30,317.56
152204	9/18	KENOSHA WATER UTILITY	110-05-55109-223-000	09/15 #5 WATER/STRM	3,170.02
			110-03-53103-224-000	09/15 #2 WATER/STRM	2,206.08

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-224-000	09/15 #2 WATER/STRM	2,157.86
			110-01-51801-224-000	09/15 #4 WATER/STRM	1,988.12
			110-05-55102-224-000	09/15 #2 WATER/STRM	1,222.32
			520-09-50301-223-000	09/15 #2 WATER/STRM	1,008.50
			520-09-50301-224-000	09/15 #2 WATER/STRM	700.41
			110-03-53116-223-000	09/15 #5 WATER/STRM	547.10
			110-02-52203-224-000	09/15 #2 WATER/STRM	493.22
			110-05-55109-224-000	09/15 #2 WATER/STRM	451.81
			521-09-50101-224-000	09/15 #5 WATER/STRM	446.00
			110-01-51801-223-000	09/15 #4 WATER/STRM	344.24
			110-02-52203-223-000	09/15 #2 WATER/STRM	319.30
			110-01-51802-223-000	09/15 #5 WATER/STRM	319.12
			110-05-55109-224-000	09/15 #5 WATER/STRM	268.18
			110-02-52203-224-000	09/15 #2 WATER/STRM	212.61
			521-09-50101-224-000	09/15 #2 WATER/STRM	181.65
			110-05-55109-224-000	09/15 #5 WATER/STRM	150.00
			520-09-50301-224-000	09/15 #5 WATER/STRM	118.60
			110-02-52203-224-000	09/15 #2 WATER/STRM	102.15
			110-02-52203-224-000	09/15 #5 WATER/STRM	92.00
			632-09-50101-224-000	09/15 #2 WATER/STRM	77.88
			110-03-53116-224-000	09/15 #5 WATER/STRM	72.00
			632-09-50101-224-000	09/15 #5 WATER/STRM	46.00
			110-05-55102-224-000	09/15 #5 WATER/STRM	46.00
			110-03-53103-224-000	09/15 #2 WATER/STRM	46.00
			461-11-51501-581-000	09/15 #5 WATER/STRM	36.36
			110-05-55103-224-000	09/15 #2 WATER/STRM	32.14
			110-05-55109-224-000	09/15 #2 WATER/STRM	29.06
			110-01-51802-224-000	09/15 #5 WATER/STRM	6.18
				..... CHECK TOTAL	16,890.91
152205	9/18	KENOSHA CO CIRCUIT COURT	110-02-52101-219-000	PUBLIC REC REQ SALAZ	6.25
152206	9/18	REINDERS INC.	630-09-50101-393-000	08/15-CE#3044 PARTS/	938.91
152207	9/18	KENOSHA WATER UTILITY	402-11-51401-585-000	MAIN RELAY 55TH AV	16,456.38
			405-11-51517-589-831	METER PETZKE PARK	8,203.00
				..... CHECK TOTAL	24,659.38
152208	9/18	BROOKS TRACTOR, INC.	630-09-50101-393-000	08/15 SE #3022 PARTS	518.69

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152209	9/18	FABICK	630-09-50101-393-000	09/15 SE PARTS & MAT	2,156.43
			630-09-50101-393-000	08/15 SE #2838 PARTS	911.29
			630-09-50101-393-000	08/15 SE #2838 PARTS	67.72
			630-09-50101-393-000	08/15 SE RETURN PART	710.72CR
			630-09-50101-393-000	08/15 SE RETURN PART	1,140.47CR
				..... CHECK TOTAL	1,284.25
152210	9/18	CHIEF CORPORATION	110-02-52103-365-000	36 30 MIN FLARES	1,850.81
			110-02-52103-365-000	BARRICADE TAPE -	181.80
				..... CHECK TOTAL	2,032.61
152211	9/18	CHASE BANK KENOSHA	110-00-21513-000-000	09/18/15 HRLY DEDCT	21,187.89
			110-00-21511-000-000	09/18/15 HRLY DEDCT	11,719.80
			110-00-21612-000-000	09/18/15 HRLY DEDCT	11,719.67
			110-00-21614-000-000	09/18/15 HRLY DEDCT	3,084.47
			110-00-21514-000-000	09/18/15 HRLY DEDCT	3,084.34
				..... CHECK TOTAL	50,796.17
152212	9/18	ZILSKE LAW FIRM S C	520-09-50101-161-000	6/5-7/27/15 W/C	1,102.00
			110-09-56405-212-000	8/13-26/15 W/C	43.50
				..... CHECK TOTAL	1,145.50
152213	9/18	KENOSHA AREA BUSINESS	291-06-51403-259-000	#5848541 SUBGR AGMT	6,674.08
152214	9/18	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	09/15 SPCL TRANSPRT	21,334.00
			520-09-50301-258-000	09/15 WKND DISPATCH	583.00
			520-09-50301-258-000	09/15 METRA BACK UP	166.00
				..... CHECK TOTAL	22,083.00
152215	9/18	TOP CHOICE RENTALS	405-11-51517-589-831	TENTS DREAM PLY VOLS	1,664.40
152216	9/18	CARMICHAEL COMMUNICATIONS	222-09-50101-259-000	2015 PB&J FINAL	5,500.00
152217	9/18	AT CONFERENCE	110-01-51801-225-000	PHONE CONFERENCE	6.28
152218	9/18	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	08/15-LI PREVENT MAI	350.00
152219	9/18	AECOM TECHNICAL SERVICES INC	417-11-50802-259-000	7/11-8/10 GRADING	1,055.73
152220	9/18	MANDLIK & RHODES	501-09-50102-219-000	09/15 YW COUPON PRG	46.24

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152221	9/18	LEE PLUMBING, INC.	110-02-52203-246-000	07/15-FD PLUMBING	684.75
			110-02-52203-246-000	07/15-FD#3 PLUMBING	670.00
			110-02-52203-246-000	07/15-FD#2 PLUMBING	129.00
				..... CHECK TOTAL	1,483.75
152222	9/18	PAUL CONWAY SHIELDS	110-02-52206-367-000	08/15 TURNOUT GEAR	17,217.00
			110-02-52206-367-000	08/15 TURNOUT GEAR	13,792.40
				..... CHECK TOTAL	31,009.40
152223	9/18	VERIZON WIRELESS-LERT B	110-02-52102-219-000	8/28 SMS #15-128077	50.00
152224	9/18	CUMMINS NPOWER, LLC	520-09-50201-344-000	08/15 TD ENGINE PART	476.40
			520-09-50201-347-000	08/15 TD ENGINE PART	274.60
				..... CHECK TOTAL	751.00
152225	9/18	WASTE MANAGEMENT OF WI	110-03-53117-253-416	08/15 1228.73 TONS	30,632.24
			110-03-53117-253-416	08/15 WDNR TONNAGE	15,973.49
			110-03-53117-253-417	08/15 14 PULLS	2,327.13
			501-09-50104-253-000	08/15 86.83 TONS	2,164.67
			110-03-53117-253-417	08/15 82.03 TONS	2,045.01
			110-03-53117-253-416	08/15 FUEL SURCHARGE	1,524.36
			501-09-50104-253-000	08/15 WDNR TONNAGE	1,128.79
			110-03-53117-253-417	08/15 WDNR TONNAGE	1,066.39
			110-03-53117-253-416	08/15 ENVIRO SURCHG	306.00
			110-03-53117-253-417	08/15 FUEL SURCHARGE	219.27
			501-09-50104-253-000	08/15 FUEL SURCHARGE	108.93
			110-03-53117-253-417	08/15 ENVIRO SURCHG	78.00
			501-09-50104-253-000	08/15 ENVIRO SURCHG	54.00
				..... CHECK TOTAL	57,628.28
			152226	9/18	HENRY SCHEIN
206-02-52205-382-000	08/15-FD#3 MED SUPPL	702.67			
206-02-52205-382-000	08/15-FD MED SUPPLIE	275.57			
206-02-52205-382-000	08/15-FD#4 MED SUPPL	206.79			
206-02-52205-382-000	08/15-FD#4 MED SUPPL	21.20			
206-02-52205-344-000	08/15-FD#4 MED SUPPL	17.26			
206-02-52205-344-000	08/15-FD#4 CREDIT M	17.26CR			
	..... CHECK TOTAL	1,964.20			
152227	9/18	MALSACK, J	110-09-56501-259-570	9/15 2014 62 ST-GRS	492.18
			110-09-56501-259-570	9/15 6118 54 AV-GRS	404.18
			110-09-56501-259-570	9/15 6018 16 AV-GRS	247.31
			110-09-56501-259-570	9/15 5210 58 ST-GRS	168.27
			110-09-56501-259-570	9/15 4605 38 AV-GRS	128.72
			110-09-56501-259-570	9/15 6802 23 AV-GRS	126.49
			110-09-56501-259-570	9/15 6510 8 AV-GRAS	122.03
			110-09-56501-259-570	9/15 6635 18 AV-GRS	121.31
			110-09-56501-259-570	9/15 6409 11 AV-GRS	75.79
			110-09-56501-259-570	9/15 1413 61 ST-GRS	75.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	9/15 2502 54 ST-GRS	27.64
			110-09-56501-259-570	9/15 8004 22 AV-GRS	9.39
			110-09-56501-259-570	9/15 4058 7 AV-GRAS	6.54
				..... CHECK TOTAL	2,005.52
152228	9/18	JENSEN TOWING	110-02-52103-219-000	08/15-#15-132660 TOW	45.00
			110-02-52103-219-000	10/13-#12-168908 TOW	45.00
				..... CHECK TOTAL	90.00
152229	9/18	REGISTER OF DEEDS	110-09-56501-259-565	FIVE RAZE ORDERS	150.00
152230	9/18	INSTY-PRINTS	222-09-50101-295-000	06/15 MEIJER BANNER	210.00
152231	9/18	AUTUMN SUPPLY	520-09-50201-382-000	08/15 TD PARTS AND M	362.16
152232	9/18	JOHNSON BANK	110-00-21532-000-000	09/18/15 CITY HRLY	1,122.38
			110-00-21532-000-000	09/18/15 WATER HRLY	489.62
				..... CHECK TOTAL	1,612.00
152233	9/18	FIFTY STATES DIST.	110-02-52103-259-000	08/15 PD -CLEANING	31.30
152234	9/18	CLIFTON LARSON ALLEN	761-09-50101-219-000	TAX FORM PREP	1,550.00
152235	9/18	NIELSEN MADSEN & BARBER SC	405-11-51517-589-830	08/15 VELODROME INSP	3,565.71
152236	9/18	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	8/4-31/15 W/C	1,132.95
152237	9/18	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/18/15 DEDUCTION	104.00
			110-00-21581-000-000	09/18/15 DEDUCTION	87.00
			110-00-21581-000-000	09/18/15 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
152238	9/18	LOGISTICS PLUS	205-03-53118-219-000	08/15-TIRE RECYCLING	1,300.00
152239	9/18	PAYNE & DOLAN	402-11-51406-585-000	EST 3 THRU 8/10/15	177,822.01
152240	9/18	DYNAMIC RECYCLING, INC	110-03-53117-253-000	08/15 ELECTRONIC REC	1,701.13
152241	9/18	MULTIPLE CONCRETE	403-11-51202-588-000	08/15-ST CONSTRUCT.	2,768.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152242	9/18	DOCTORS OF LANDSCAPING	227-09-50101-249-000	08/15 PW GRASS CUTTI	4,400.00
152243	9/18	CHUBB & SON	761-09-50101-219-000	09/15-9/16 INSURANCE	11,257.00
152244	9/18	ALLIED GLOVE CORPORATION &	630-09-50101-393-000	WINTER GLOVES	639.60
			630-09-50101-393-000	WINTER GLOVES	639.60
			630-09-50101-393-000	WINTER GLOVES	63.00
				..... CHECK TOTAL	1,342.20
152245	9/18	MAXON EQUIPMENT INC.	630-09-50101-393-000	THROAT WELDMENT	5,631.00
			630-09-50101-393-000	12' TURNTABLE	3,777.76
			630-09-50101-393-000	DANIELS KINGPIN	389.70
				..... CHECK TOTAL	9,798.46
152246	9/18	EYETRENDZ	110-09-56402-164-000	SAFETY GLASSES	417.50
			110-09-56402-164-000	SAFETY GLASSES	358.00
				..... CHECK TOTAL	775.50
152247	9/18	RESERVE ACCOUNT	110-01-51306-312-000	REPLENISH POSTAGE	10,000.00
152248	9/18	WIS SCTF	110-00-21581-000-000	09/18/15 HRLY DEDUCT	1,303.05
152249	9/18	PREVOST CAR (US) INC	520-09-50201-347-000	08/15-BUS PARTS	322.50
152250	9/18	INVENTORY TRADING COMPANY	761-09-50101-326-000	KCM POLO SHIRTS	280.00
152251	9/18	DECATUR ELECTRONICS	110-02-52103-235-000	CIGAR LIGHTER PLUG	135.00
			110-02-52103-235-000	CIGAR LIGHTER PLUG	80.00
			110-02-52103-235-000	BATTERY HOLDER	15.00
				..... CHECK TOTAL	230.00
152252	9/18	COPY CENTER	761-09-50101-311-000	NEWSLETTERS	50.00
152253	9/18	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	07/15 SE #2168 GLASS	95.00
152254	9/18	ENTRANCE SYSTEMS	521-09-50101-344-000	08/15 AR GATE REPAIR	311.00
152255	9/18	NICOLET NATURAL SE	761-09-50101-389-000	09/15 WATER COOLER	7.95
152256	9/18	BUSCHE, JUDY LLC	110-01-50301-219-000	08/15 PROCESS SERVC	946.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152257	9/18	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	08/15 SPRINGBRK (20)	106.04
			110-03-53103-223-000	08/15 80TH ST (6)	66.43
				..... CHECK TOTAL	172.47
152258	9/18	ERICKSON AUTO TRIM	630-09-50101-393-000	08/15 SE #3220 UPHOL	195.00
152259	9/18	TASER INTERNATIONAL	110-02-52103-365-000	CARTRIDGE - 25'	1,386.65
152260	9/18	AIRGAS NORTH CENTRAL	520-09-50201-317-000	08/15 TD-INDSTL GAS	111.62
152261	9/18	GRAEF	110-02-52201-219-000	GPR TESTING	780.00
152262	9/18	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	7/1/15 W/C	4,049.08
152263	9/18	JANDALI, MAJED MD	110-09-56405-161-000	6/18/15 W/C	337.50
152264	9/18	BROWN, DENNIS, M.D.	110-09-56405-161-000	9/2/15 W/C	600.00
152265	9/18	IOD INCORPORATED	110-09-56405-161-000	9/10/15 W/C	8.49
152266	9/18	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	7/4/15 W/C	55.00
152267	9/18	UNITED OCC MEDICINE	110-09-56405-161-000	6/8/15 W/C	186.00
			110-00-15202-000-000	7/27/5 W/C	175.50
				..... CHECK TOTAL	361.50
152268	9/18	AURORA HEALTH CARE	110-01-51303-216-000	08/15 SCREENS	1,500.00
			520-09-50101-216-000	08/15 SCREENS	501.00
				..... CHECK TOTAL	2,001.00
152269	9/18	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	6/1/15 W/C	371.45
152270	9/18	GENEX SERVICES INC	110-09-56405-161-000	9/1-10/15 W/C	697.68
152271	9/18	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	7/6/15 W/C	239.84
			110-09-56405-161-000	7/28/15 W/C	72.80
			110-09-56405-161-000	7/10/15 W/C	72.80
			110-09-56405-161-000	7/16/15 W/C	56.70
			 CHECK TOTAL	442.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152272	9/18	FRANCINES FINE CATERING	110-01-51303-263-000	PD-8/17-21 LUNCHES	224.00
152273	9/18	MINNESOTA PUBLIC TRANSIT ASC	520-09-50301-264-000	10/19-21 J LUELLEN	250.00
152274	9/18	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/18/15 DEDUCITON	17.93
152275	9/18	SNAP SERVICES, LLC	110-00-44804-000-000	PERMIT 5312 38 AVE	60.00
152276	9/18	DETINA, JEFF	110-00-21905-000-000	BENCHES-9/6/15	50.00
152277	9/18	GOODMAN, BARRY OR	110-09-56404-719-000	SPRINKLER DMG 03/15	98.10
152278	9/18	ARNDT, RICK	402-11-51504-586-000	SIDEWALK REPAIR	680.00
152279	9/18	AZURA MEMORY CARE OF KENOSHA	501-00-21128-000-000	ESCROW-4600 52 AVE	5,000.00
152280	9/18	IMMANUEL BAPTIST CHURCH	110-00-44109-000-000	9/27/15 PERMIT	45.00
152281	9/18	GENIESSE, TIM	110-00-21905-000-000	9/5/15 SPBH DEPOSIT	350.00
152282	9/18	DEARDORF, MICHAEL	110-00-21905-000-000	9/5/15 WOLFENBUTTEL	50.00
152283	9/18	BROWDER, TAMARA	110-00-21905-000-000	9/6/15 SPBH	300.00
152284	9/18	MICHAEL'S SIGNS INC	110-00-44804-000-000	PERMIT 6121 GRN BAY	90.00
152285	9/18	GARCIA, FELIX VICTOR	110-00-21904-000-000	CASH BOND B246596	124.00
			110-00-21902-000-000	FINE PYMT B246595	74.00
				..... CHECK TOTAL	198.00
152286	9/18	LATTERGRASS, PAULA	724-00-21933-000-000	FALLFEST EXPENSES	222.15
152287	9/18	MORRISSEY, JOHN W.	110-02-52107-262-000	11/29-12/5 B HETLET	441.00
152288	9/18	CRUEY, EDWARD	110-01-50901-261-000	08/15 57.5 MILES	135.13
152289	9/18	KUNZ, JOSHUA	110-02-52103-263-000	9/2/15 WINNEBAGO	12.00
152290	9/18	SCHAPER, KATE K.	110-02-52103-263-000	9/2/15 WINNEBAGO	12.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152291	9/18	BOSMAN, KEITH	110-01-51301-341-000 110-01-51301-263-000	GAS FOR MAYORS VAN 8/28 LUNCH MEETING CHECK TOTAL	32.28 31.46 63.74
152292	9/18	HILL, RYAN	110-02-52103-263-000 110-02-52103-263-000	9/3/15 WINNEBAGO 9/8/15 WINNEBAGO CHECK TOTAL	12.00 12.00 24.00
152293	9/18	HAYEK, STEVE	501-09-50105-262-000	8/30-9/2 PHOENIX	352.20
152294	9/18	BARBAIN, DANIEL R	110-02-52103-263-000	9/8/15 WINNEBAGO	12.00
152295	9/18	VANG, PA PHOUALA	110-01-51601-261-000	8/17-9/1 48 MILES	27.60
152296	9/18	SMITH, MICHAEL	110-00-21533-000-000	ADDL LIFE INSURANCE	269.01
152297	9/23	A & B/ARO LOCK	110-09-56501-259-565 110-03-53116-246-000	08/15 CD-2219 RSVLT 09/15 WA-SUPPL/SERV CHECK TOTAL	117.00 24.00 141.00
152298	9/23	ACE HARDWARE	405-11-51517-589-831 110-05-55109-344-000 110-05-55109-244-000 630-09-50101-393-000 110-01-51801-389-000 110-05-55109-246-000 110-03-53109-361-000 205-03-53119-389-000 110-05-55109-249-000 110-05-55104-353-000 110-03-53109-375-000	08/15 PW-MERCHANDISE 08/15 PA-MERCHANDISE 08/15 PA-MERCHANDISE 08/15 CE-MERCHANDISE 08/15 MB-MERCHANDISE 08/15 PA-MERCHANDISE 08/15 ST-MERCHANDISE 08/15 ST-MERCHANDISE 08/15 PA-MERCHANDISE 08/15 PA-MERCHANDISE 08/15 ST-MERCHANDISE CHECK TOTAL	229.97 64.40 56.41 56.00 49.46 43.88 20.97 12.99 5.00 4.49 1.99 545.56
152299	9/23	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	08/15 2219 ROOS RD 08/15 6035 25 AVE 08/15 2002 57 ST BOA 08/15 7109 57 AVE CHECK TOTAL	152.12 92.12 90.12 78.00 412.36
152300	9/23	VIKING ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 521-09-50101-375-000	08/15-ST ELECTRICAL 08/15-ST ELECTRICAL 08/15-ST ELECTRICAL 08/15-AR ELECTRICAL CHECK TOTAL	299.46 180.57 76.52 26.36 582.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152301	9/23	BUMPER TO BUMPER	630-09-50101-393-000	08/15 CE PARTS, MATE	940.81
			520-09-50401-347-000	08/15 TD PARTS, MATE	435.08
			520-09-50201-347-000	08/15 TD PARTS, MATE	377.08
			206-02-52205-344-000	08/15 FD PARTS, MATE	354.46
			110-05-55109-361-000	08/15 PA PARTS, MATE	181.62
			110-02-52203-344-000	08/15 FD PARTS, MATE	85.93
			632-09-50101-389-000	08/15 SE PARTS, MATE	14.91
				..... CHECK TOTAL	2,389.89
152302	9/23	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	09/15-ST ELECTRICAL	83.34
			110-03-53109-375-000	09/15-ST ELECTRICAL	35.48
			110-03-53109-375-000	08/15-ST ELECTRICAL	2.97
				..... CHECK TOTAL	121.79
152303	9/23	WIS DEPT OF REVENUE	110-09-56507-259-999	08/15 SALES TAX	6,649.58
152304	9/23	BADGER TRUCK CENTER	630-09-50101-393-000	08/15 SE #2283 PARTS	37.13
152305	9/23	SHOPKO STORES	206-02-52205-382-000	08/15 FD #7 MERCHAND	57.51
152306	9/23	WILLKOMM INC., JERRY	520-09-50106-341-000	09/15-TD DIESEL FUEL	15,194.11
			630-09-50101-392-000	08/15-SE DIESEL FUEL	13,406.40
				..... CHECK TOTAL	28,600.51
152307	9/23	OAKES & SON, INC., A. W.	402-11-51404-586-000	ESST 1 THRU 7/31/15	67,572.00
			402-11-51504-586-000	EST 1 THRU 7/31/15	43,427.52
			403-11-51401-585-000	EST 1 THRU 7/31/15	5,766.80
				..... CHECK TOTAL	116,766.32
152308	9/23	PAYNE & DOLAN INC.	110-03-53103-355-000	08/15 ASPHALT MATERI	1,020.91
152309	9/23	DON'S AUTO PARTS	630-09-50101-393-000	08/15 CE-#3090 PARTS	281.74
			630-09-50101-393-000	09/15 CE-#2922 PART	97.85
				..... CHECK TOTAL	379.59
152310	9/23	AT&T	110-01-51801-227-000	9/07-10/6 CIRCUITS	311.50
			110-02-52103-227-000	9/07-10/6 CIRCUITS	70.00
			110-02-52110-227-000	9/07-10/6 CIRCUITS	35.00
			110-02-52108-225-000	9/07-10/6 CIRCUITS	35.00
			 CHECK TOTAL	451.50

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152311	9/23	DREAMSCAPE LAWN CARE	633-09-50101-249-000	08/15 WKLY LAWN CARE	120.00
152312	9/23	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000 206-02-52205-344-000	08/15-FD IDENTIFIERS 08/15-FD IDENTIFIERS CHECK TOTAL	267.12 144.10 411.22
152313	9/23	OFFICEMAX	521-09-50101-311-000 110-01-51101-311-000 110-01-51303-311-000 110-02-52103-311-000 110-01-50301-311-000 110-01-50101-311-000 611-09-50101-155-504 110-01-51101-311-000	08/15-AR#3235 OFFICE 08/15-FN#3249 OFFICE 08/15-HR#3248 OFFICE 08/15-PD#3230 OFFICE 08/15-LE#3243 OFFICE 08/15-LE#3244 OFFICE 08/15-HR#3248 OFFICE 08/15-FN#3249 RETURN CHECK TOTAL	144.42 69.50 42.58 32.04 17.86 13.59 11.06 12.82CR 318.23
152314	9/23	CHEMSEARCH	630-09-50101-393-000 630-09-50101-393-000	MAXI-LUBE RED 09/15 MATERIALS CHECK TOTAL	1,436.00 301.78 1,737.78
152315	9/23	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	09/15-CT ARMORED CAR	306.31
152316	9/23	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000 501-09-50105-385-000 501-09-50105-361-000 501-09-50105-235-000 501-09-50105-361-000 501-09-50105-235-000	08/15-SW TOOLS/SUPPL 08/15-SW TOOLS/SUPPL 08/15-SW TOOLS/SUPPL 08/15-SW TOOLS/SUPPL 07/15-ST TOOLS/SUPPL 07/15-ST TOOLS/SUPPL CHECK TOTAL	134.99 119.00 48.38 36.00 28.38 15.30 382.05
152317	9/23	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	STORM SEWER CASTINGS	9,225.00
152318	9/23	FIREFIGHTER'S DAUGHTERS	110-02-52204-383-000	LITERATURE	2,861.90
152319	9/23	INTEGRATED TIME PRODUCTS	110-03-53103-232-000	TIME CLOCK MAINT.	160.00
152320	9/23	T-MOBILE	501-09-50103-226-000	8/08-9/07 WIRELESS C	42.19
152321	9/23	CONCRETE SPECIALTIES CO.	403-11-51102-588-000 403-11-51102-588-000	09/15 ST STRUCTURES/ 08/15 ST STRUCTURES/ CHECK TOTAL	1,138.50 188.00 1,326.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152322	9/23	WIS DEPT OF ADMINISTRATION	110-02-52103-311-000	CITATIONS	325.00
152323	9/23	STANDARD LIFTS & EQUIPMENT	632-09-50101-235-000	DIAGNOSIS/ANALYSIS	170.00
152324	9/23	FABICK, INC.	630-09-50101-393-000	PARTS	4,276.56
152325	9/23	FISHER SCIENTIFIC COMPANY	501-09-50105-344-000	SORBENT BOOM OIL	2,641.64
152326	9/23	GENFARE	520-09-50201-347-000	08/15 FARE BOX PARTS	466.53
152327	9/23	CUMMINS NPOWER, LLC	520-09-50201-347-000 520-09-50201-347-000	08/15 TD ENGINE PART 08/15 TD ENGINE PART	1,078.73 794.00
				..... CHECK TOTAL	1,872.73
152328	9/23	PRAIRIE SIDE TRUE VALUE	110-05-55103-246-000 110-05-55111-246-000	08/15-PA SUPPLIES 08/15-PA SUPPLIES	25.98 12.77
				..... CHECK TOTAL	38.75
152329	9/23	MALSACK, J	110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570	9/15 6039 18 AV-GRS 9/15 4313 25 ST-GRS 9/15 1614 68 ST-GRS 9/15 927 WASH RD-GRS 9/15 3020 RSVLT-GRS 9/15 3620 25 ST-GRS	332.50 222.19 133.36 76.50 27.07 23.18
				..... CHECK TOTAL	814.80
152330	9/23	INSTY-PRINTS	110-03-53103-311-000	08/15 CRACKFILL NTC	101.42
152331	9/23	WIS DEPT OF REVENUE	761-00-21512-000-000	08/15 KCM DEDUCTS	260.20
152332	9/23	FASTENAL COMPANY	632-09-50101-389-000 630-09-50101-393-000	08/15 SE TOOLS/MATER 08/15 SE #2745 TOOLS	20.04 8.85
				..... CHECK TOTAL	28.89
152333	9/23	AMERICAN HYDRAULICS	630-09-50101-393-000	TWO DUMP CYLINDERS	5,772.00
152334	9/23	DUECO, INC	630-09-50101-393-000	08/15 #2889 PARTS	76.24
152335	9/23	KIESLER'S POLICE SUPPLY, INC	110-02-52103-365-000 110-02-52103-365-000	AMMUNITION AMMUNITION	3,151.89 467.28
			 CHECK TOTAL	3,619.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152336	9/23	SAE CUSTOMS INC.	414-11-51509-561-000	2015 DODGE CHARGER	6,573.86
			414-11-51509-561-000	2015 DODGE CHARGER	6,573.86
			414-11-51509-561-000	2015 DODGE CHARGER	6,573.86
			414-11-51509-561-000	INSTALLATION	1,560.00
			414-11-51509-561-000	INSTALLATION	1,560.00
			414-11-51509-561-000	INSTALLATION	1,560.00
				..... CHECK TOTAL	24,401.58
152337	9/23	STAPLES	110-02-52103-365-000	FLASH MEMORY CARD	91.56
			110-02-52103-365-000	LASER POINTER	40.31
			110-02-52103-365-000	MEMORY CARD READER	8.29
				..... CHECK TOTAL	140.16
152338	9/23	GLEASON REDI-MIX	403-11-51202-588-000	08/15-ST CONCRETE MA	980.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	828.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	680.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	598.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	596.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	460.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	440.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	440.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	440.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	400.00
			110-05-55109-249-000	08/15-PA MATERIALS	400.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	310.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	310.00
			403-11-51202-588-000	08/15-ST CONCRETE MA	170.00
				..... CHECK TOTAL	7,052.00
152339	9/23	ULINE	110-05-55109-382-000	SOAP DISPENSER	391.00
			110-05-55109-344-000	HAND SOAP	224.00
				..... CHECK TOTAL	615.00
152340	9/23	MENARDS (KENOSHA)	110-05-55109-244-000	08/15 PA MERCHANDISE	517.60
			206-02-52205-382-000	08/15 FD MERCHANDISE	149.57
			521-09-50101-344-000	08/15 AR MERCHANDISE	115.96
			110-05-55109-246-000	08/15 PA MERCHANDISE	99.97
			501-09-50105-353-000	08/15 ST MERCHANDISE	99.52
			501-09-50105-353-000	08/15 ST MERCHANDISE	94.29
			110-05-55104-249-000	07/15 PA MARK PAINT	80.01
			110-05-55109-353-000	08/15 PA MERCHANDISE	68.97
			110-03-53116-382-000	08/15 WA MERCHANDISE	49.77
			110-02-52204-344-000	08/15 FD MERCHANDISE	47.52
			206-02-52205-382-000	08/15 FD #4 MERCHAND	19.71
			110-05-55111-246-000	08/15 PA MERCHANDISE	5.00
			 CHECK TOTAL	1,347.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152341	9/23	HERBST OIL, INC.	520-09-50106-341-000	09/15-TD DIESEL FUEL	14,766.18
152342	9/23	TEREX SERVICES	110-03-53109-344-000	AUGER GEAR BX REPAIR	2,016.59
152343	9/23	MYERS TIRE SUPPLY COMPANY	630-09-50101-393-000	SENSORS	527.77
152344	9/23	TIME WARNER CABLE	110-01-51102-233-000	9/09-10/08 FIRE DEPA	839.94
152345	9/23	TIME WARNER CABLE	761-09-50101-233-000	9/09-10/8 PHONE/RR	69.69
			761-09-50101-225-000	9/09-10/8 PHONE/RR	60.75
				..... CHECK TOTAL	130.44
152346	9/23	ARAMARK	110-01-51801-246-000	08/15 MB ENTRANCE MA	102.08
			520-09-50201-246-000	08/15 TD ENTRANCE MA	41.64
			110-03-53116-246-000	08/15 WA ENTRANCE MA	37.76
			632-09-50101-246-000	08/15 SE ENTRANCE MA	15.10
				..... CHECK TOTAL	196.58
152347	9/23	WHOLESALE DIRECT INC	110-02-52203-344-000	08/15-FD PARTS/MATER	135.41
152348	9/23	MCDEVITT'S TOWING	110-02-52103-219-000	8/15 #15-133467 TOW	25.00
152349	9/23	GILLIG CORPORATION	520-09-50201-347-000	08/15-BUS PARTS	765.82
			520-09-50201-347-000	08/15-TD BUS PARTS	107.76
				..... CHECK TOTAL	873.58
152350	9/23	SAFeway PEST CONTROL CO., INC	110-02-52203-246-000	08/15-FD EXTERMINATI	152.00
			110-01-51801-246-000	08/15-MB EXTERMINATI	59.00
			520-09-50201-246-000	08/15-TD EXTERMINATI	55.00
			110-03-53116-246-000	08/15-WA EXTERMINATI	30.00
			110-05-55109-246-000	08/15-PA EXTERMINATI	26.00
			520-09-50401-246-000	08/15-TD EXTERMINATI	24.00
			110-02-52110-246-000	08/15-PD EXTERMINATI	24.00
				..... CHECK TOTAL	370.00
152351	9/23	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/15 FD #7 CONSUMAB	145.05
152352	9/23	AIRGAS NORTH CENTRAL	632-09-50101-389-000	08/15 SE INDUSTRIAL	300.61
			206-02-52205-344-000	08/15 FD #4 INDUSTRI	121.36
			206-02-52205-389-000	08/15 FD #4 INDUSTRI	115.83
			632-09-50101-389-000	08/15 SE INDUSTRIAL	108.30
			520-09-50201-317-000	08/15 TD INDUSTRIAL	92.27
			206-02-52205-344-000	08/15 FD #4 INDUSTRI	58.59
			206-02-52205-389-000	08/15 FD #7 INDUSTRI	54.82
			206-02-52205-389-000	08/15 FD #5 INDUSTRI	49.98
			206-02-52205-389-000	08/15 FD #3 INDUSTRI	49.98
			206-02-52205-344-000	09/15 FD #4 INDUSTRI	34.73
			521-09-50101-344-000	08/15 AR INDUSTRIAL	29.95
			206-02-52205-344-000	08/15 FD #7 INDUSTRI	25.11
			 CHECK TOTAL	1,041.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152353	9/23	DAWES RIGGING & CRANE RENTAL	630-09-50101-393-000	CYLINDERS	329.93
152354	9/23	WALDSCHMIDT, JACOB	110-09-56405-166-000	09/04-10/03/15 PPD	1,395.33
152355	9/25	RNOW, INC.	630-09-50101-393-000	08/15 PARTS/MATERIAL	1,039.23
			630-09-50101-393-000	08/15 PARTS/MATERIAL	193.26
			630-09-50101-393-000	08/15 PARTS/MATERIAL	78.03
			630-09-50101-393-000	08/15 PARTS/MATERIAL	69.12
			630-09-50101-393-000	08/15 #2745 PARTS/MA	41.19
			630-09-50101-393-000	08/15 #3090 PARTS/MA	37.68
				..... CHECK TOTAL	1,458.51
152356	9/25	BUMPER TO BUMPER	630-09-50101-393-000	BRAKE CLEANER	2,838.24
152357	9/25	JANTZ TOWING SERVICE	110-02-52103-219-000	08/15-PD#3167 TOWING	25.00
152358	9/25	KENOSHA JOINT SERVICES	411-11-51403-532-000	09/15-PS PROJECT	2,504.76
152359	9/25	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/25/15 CITY HRLY	8,884.00
			110-00-21562-000-000	09/25/15 WATER HRLY	3,065.62
			110-00-21562-000-000	09/25/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,964.62
152360	9/25	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	09/25/15 HRLY DEDCT	15.00
152361	9/25	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	09/25/15 CITY HRLY	32.00
			110-00-21541-000-000	09/25/15 WATER HRLY	17.00
			110-00-21541-000-000	09/25/15 MUSEUM HRLY	12.00
				..... CHECK TOTAL	61.00
152362	9/25	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/4/15 W/C	764.81
			110-09-56405-161-000	2/22/15 W/C	516.74
				..... CHECK TOTAL	1,281.55
152363	9/25	M A TRUCK PARTS	630-09-50101-393-000	08/15 SE MATERIALS &	7,111.03
			520-09-50201-347-000	08/15 TD REPAIR PART	661.77
			110-02-52203-344-000	08/15 FD MATERIALS &	406.36
			206-02-52205-344-000	08/15 FD MATERIALS &	367.08
			 CHECK TOTAL	8,546.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152364	9/25	SHERWIN WILLIAMS CO.	520-09-50201-249-000	08/15-TD PAINT/SUPPL	46.62
152365	9/25	KEMPER CENTER, INC	501-00-13114-000-000	SW12958 ADJ 2013	197.51
			501-00-13114-000-000	SW12959 ADJ 2013	194.21
				..... CHECK TOTAL	391.72
152366	9/25	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	08/15-SCHOOL SIGNS	1,685.00
152367	9/25	WIS DEPT OF REVENUE	110-00-21512-000-000	09/1-15/15 DEDUCTS	105,027.95
152368	9/25	WE ENERGIES	110-01-51801-221-000	#35 07/31-08/31	7,394.11
			520-09-50301-221-000	#35 08/03-09/01	3,809.15
			520-09-50401-221-000	#35 07/30-08/28	2,546.03
			521-09-50101-221-000	#35 08/03-09/01	2,233.44
			110-05-55111-221-000	#35 07/31-08/31	1,764.03
			110-02-52203-221-000	#35 07/29-08/27	1,507.27
			521-09-50101-221-000	#35 08/04-09/02	1,378.02
			110-05-55109-221-000	#35 08/03-09/01	1,361.79
			110-03-53103-221-000	#35 07/30-08/28	957.05
			110-02-52203-221-000	#35 08/03-09/01	910.57
			110-03-53109-221-000	#35 08/02-08/31	906.45
			110-01-51802-221-000	#35 912 35TH ST	849.57
			110-03-53109-221-000	#35 07/30-08/28	679.19
			110-03-53109-221-000	#35 08/03-09/01	618.56
			110-03-53109-221-000	#35 08/04-09/02	608.09
			110-03-53109-221-000	#35 07/30-08/30	536.36
			110-03-53109-221-000	#35 07/29-08/27	321.74
			110-03-53109-221-000	#35 07/08-08/06	249.09
			110-01-51801-222-000	#35 07/30-08/30	245.41
			110-05-55111-221-000	#35 07/30-08/28	242.59
			110-02-52110-221-000	#35 07/30-08/30	142.93
			521-09-50101-222-000	#35 08/03-09/01	130.80
			110-05-55109-221-000	#35 08/03-09/01	118.15
			110-05-55111-222-000	#35 07/30-08/30	105.34
			110-02-52203-222-000	#35 07/29-08/27	91.72
			110-02-52203-222-000	#35 08/03-09/01	83.65
			110-05-55109-221-000	#35 07/16-08/16	71.82
			110-02-52203-222-000	#35 07/30-08/30	62.55
			110-05-55109-222-000	#35 07/29-08/27	61.58
			110-03-53103-222-000	#35 07/29-08/27	61.58
			110-03-53103-221-000	#35 07/29-08/27	53.96
			110-05-55109-221-000	#35 08/04-09/02	52.67
			520-09-50301-222-000	#35 08/02-08/31	42.95
			110-03-53103-222-000	#35 07/29-08/26	39.26
			633-09-50101-222-000	#35 07/28-08/28	37.78
			110-03-53116-222-000	#35 07/30-08/30	32.40
			632-09-50101-222-000	#35 07/29-08/27	27.64
			110-05-55109-221-000	#35 08/03-09/01	25.43
			520-09-50401-222-000	#35 07/28-08/26	24.65

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	#35 08/02-08/31	19.57
			110-01-51802-221-000	#35 2210 52 ST	18.73
			110-02-52110-222-000	#35 07/30-08/30	15.43
			110-05-55109-222-000	#35 08/02-08/31	9.57
			110-02-52103-222-000	#35 08/04-09/02	9.57
				..... CHECK TOTAL	30,458.24
152369	9/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	08/15 PENSION	415,434.07
			110-00-21622-000-000	08/15 PENSION	283,804.20
			110-02-52203-153-000	08/15 PENSION	8,020.22
			110-00-21521-000-000	08/15 PENSION	4,610.00
				..... CHECK TOTAL	711,868.49
152370	9/25	STATE OF WISCONSIN	110-00-21901-999-000	08/15 COURT COSTS	16,518.85
			110-00-21911-999-000	08/15 COURT COSTS	10,563.37
			110-00-45104-999-000	08/15 COURT COSTS	3,230.00
				..... CHECK TOTAL	30,312.22
152371	9/25	REINDERS INC.	521-09-50101-344-000	08/15-AR PARTS/SERVI	398.00
152372	9/25	WISCONSIN FUEL & HEATING	630-09-50101-391-000	09/15 CE UNLEADED GA	17,093.16
			630-09-50101-392-000	09/15 CE DIESEL FUEL	15,379.25
			630-09-50101-393-000	09/15 CE LUBRICANTS/	1,337.60
				..... CHECK TOTAL	33,810.01
152373	9/25	ZARNOTH BRUSH WORKS, INC.	632-09-50101-369-000	MAIN AND SIDE BROOM	324.15
152374	9/25	BADGER PRESS, INC.	411-11-51502-219-000	08/15 LE-LETTERHEAD	451.39
			110-01-50101-311-000	08/15 ALDERMAN LTHD	451.39
			110-01-51601-311-000	08/15 CD-BUS CARDS	23.29
				..... CHECK TOTAL	926.07
152375	9/25	KENOSHA WATER UTILITY	110-00-21914-000-000	08/15 BILL COLLECT	17,459.38
			110-00-21913-000-000	08/15 TEMP PERMITS	6,879.12
				..... CHECK TOTAL	24,338.50
152376	9/25	KENOSHA WATER UTILITY	110-00-46908-999-000	32ND AVE/50TH HYDRNT	363.00
152377	9/25	LARK UNIFORM, INC.	110-02-52103-367-000	08/15 #480 UNIFORM I	80.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152378	9/25	LOWE'S	110-05-55108-368-000	08/15-PA MERCHANDISE	732.32
			110-05-55109-361-000	08/15-PA MERCHANDISE	350.59
			110-02-52203-382-000	08/15-FD MERCHANDISE	191.45
			110-05-55109-344-000	08/15-PA MERCHANDISE	72.04
			110-03-53113-389-000	08/15-ST MERCHANDISE	66.46
			110-05-55109-357-000	08/15-PA MERCHANDISE	36.05
				..... CHECK TOTAL	1,448.91
152379	9/25	KENOSHA AREA BUSINESS	110-01-51301-264-000	10/7 2015 UPDATE	50.00
152380	9/25	OFFICEMAX	110-03-53101-311-000	08/15-PW#3251 OFFICE	79.86
			110-02-52201-311-000	08/15-FD#3252 OFFICE	79.72
			632-09-50101-311-000	08/15-SE#3250 OFFICE	59.85
			110-01-51201-311-000	09/15-CT#3255 OFFICE	57.28
			110-02-52103-311-000	09/15-PD#3254 OFFICE	35.49
			631-09-50101-311-000	09/15-EN#3251 OFFICE	17.81
				..... CHECK TOTAL	330.01
152381	9/25	HOLLAND SUPPLY, INC.	205-03-53119-389-000	08/15-ST#2592 HYDRA	105.50
			501-09-50105-344-000	09/15-ST#2593 HYDRAU	82.90
			630-09-50101-393-000	08/15-CE HYDRAULIC F	71.34
			630-09-50101-393-000	08/15-CE#2390 HYDRAU	32.44
				..... CHECK TOTAL	292.18
152382	9/25	NAPA AUTO PARTS CO.	630-09-50101-393-000	08/15 CE PARTS/FILTE	3,717.50
			520-09-50201-347-000	08/15 AR PARTS/FILTE	592.03
			110-02-52203-344-000	08/15 FD PARTS/FILTE	463.61
			110-02-52203-341-000	08/15 FD PARTS/FILTE	276.79
			110-05-55109-344-000	08/15 PA PARTS/FILTE	202.65
			206-02-52205-341-000	08/15 FD PARTS/FILTE	110.94
			501-09-50105-344-000	08/15 SW PARTS/FILTE	108.81
			110-02-52204-344-000	08/15 FD PARTS/FILTE	86.02
			206-02-52205-344-000	08/15 FD PARTS/FILTE	56.48
			632-09-50101-389-000	08/15 SE PARTS/FILTE	28.14
			110-05-55109-341-000	08/15 PA PARTS/FILTE	23.18
			110-03-53113-361-000	08/15 ST PARTS/FILTE	12.50
			110-03-53103-344-000	08/15 ST PARTS/FILTE	5.52
			 CHECK TOTAL	5,684.17
			152383	9/25	RILEY CONSTRUCTION CO., INC.

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152389	9/25	SAM'S CLUB	524-05-50101-397-000	08/15-GO SUPPLIES/ME	599.87
			524-05-50101-219-000	08/15-GO MEMBER RNWL	90.00
			110-01-50101-323-000	08/15-CC MEMBER RNWL	45.00
			110-05-55109-344-000	08/15-PA SUPPLIES/ME	5.24
				..... CHECK TOTAL	740.11
152390	9/25	LEE PLUMBING, INC.	110-02-52203-246-000	08/15 FD #4 HVAC, PL	129.00
152391	9/25	KESSINGER, NANCY	110-01-51301-311-000	09/15 REPLENISH	42.18
			110-01-51301-263-000	09/15 REPLENISH	30.70
			458-11-51501-219-000	09/15 REPLENISH	30.00
			305-00-21109-000-000	09/15 REPLENISH	30.00
			206-02-52205-318-000	09/15 REPLENISH	19.71
			110-02-52201-263-000	09/15 REPLENISH	17.30
			110-01-51303-263-000	09/15 REPLENISH	16.88
			110-01-51303-311-000	09/15 REPLENISH	5.26
				..... CHECK TOTAL	192.03
152392	9/25	LAKESIDE INTERNATIONAL TRUCK	110-05-55109-344-000	REPLACE COMPRESSOR	5,118.36
			206-02-52205-344-000	08/15 FD PARTS/MATER	3,096.82
			520-09-50201-347-000	08/15 TD PARTS/MATER	388.14
			630-09-50101-393-000	08/15 CE PARTS/MATER	1,586.75CR
				..... CHECK TOTAL	7,016.57
152393	9/25	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	08/15-SE SERVICES/PA	745.00
152394	9/25	US CELLULAR	110-02-52109-226-000	09/15 PD-CELL SERVC	320.00
			110-02-52102-226-000	09/15 PD-CELL AIRTM	123.65
			110-02-52103-226-000	09/15 PD-AIR CHARGES	22.63
			110-02-52108-226-000	09/15 PD-AIR CHARGES	9.95
			110-02-52101-226-000	09/15 PD-CELL AIRTM	.50
				..... CHECK TOTAL	476.73
152395	9/25	HENRY SCHEIN	206-02-52205-318-000	08/15-FD MED SUPPLIE	697.99
			206-02-52205-382-000	08/15-FD MED SUPPLIE	242.07
			206-02-52205-344-000	09/15-FD MED SUPPLIE	56.50
				..... CHECK TOTAL	996.56
152396	9/25	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	08/15 SERVICES	90.00

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152397	9/25	WISCONSIN COUNCIL 40	110-00-21553-000-000	09/25/15 CITY HRLY	165.50
152398	9/25	HARPE DEVELOPMENT LLC	501-00-21128-000-000	ESCROW-15413 68 ST	2,000.00
152399	9/25	CHULA VISTA RESORT	110-02-52204-263-000	10/26-10/30/15	328.00
152400	9/25	DWD	110-09-56308-157-000 110-00-15601-000-000	08/15 UNEMPLOYMENT 08/15 UNEMPLOYMENT CHECK TOTAL	2,382.70 471.88 2,854.58
152401	9/25	DWD	110-09-56405-162-000	FY 16 GENRL ASSMNT	6,662.00
152402	9/25	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	09/25/15 CITY HRLY 09/25/15 WATER HRLY CHECK TOTAL	1,122.38 489.62 1,612.00
152403	9/25	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000	CHILLUS DOL 9/9/10 ARNOLD DOL 7/20/12 SEMENAS 6/09/04 WILSON DOL 5/11/11 MILLER DOL 10/25/03 BEAL DOL 3/5/08 CHECK TOTAL	704.00 649.00 495.00 169.35 132.00 33.00 2,182.35
152404	9/25	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	7-9/15-AR ELEVATOR M	132.60
152405	9/25	MOORE OIL COMPANY	206-02-52205-341-000 110-02-52203-341-000 206-02-52205-344-000 110-02-52203-344-000	08/15 FD BULK OIL 08/15 FD BULK OIL 08/15 FD BULK OIL 08/15 FD BULK OIL CHECK TOTAL	193.75 193.75 123.57 123.57 634.64
152406	9/25	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	09/25/15 DEDUCTION 09/25/15 DEDUCTION 09/25/15 DEDUCTION CHECK TOTAL	104.00 87.00 45.00 236.00
152407	9/25	FOREMOST PROMOTIONS	110-02-52110-311-000	STICKER ROLL	275.00
152408	9/25	SOUTHSHORE REALTORS ASSN	110-01-50901-323-000	DUES KRYSOWIAK	446.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152409	9/25	ZUCKER SYSTEMS	110-01-51601-264-000	2015 WEBINAR	399.95
152410	9/25	ULINE	405-11-51417-589-831	GREEN SNOW FENCE	750.00
152411	9/25	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000	08/15-CE FASTENERS	243.24
152412	9/25	STATE BAR OF WISCONSIN	110-01-50301-322-000	09/15-LE PUBLICATION	62.91
152413	9/25	MENARDS (KENOSHA)	110-05-55109-357-000	08/15-PA MERCHANDISE	328.75
			110-05-55109-357-000	08/15-PA MERCHANDISE	149.59
			110-05-55109-357-000	08/15-PA MERCHANDISE	78.35
			110-05-55109-357-000	08/15-PA MERCHANDISE	67.10
			110-05-55109-361-000	08/15-PA MERCHANDISE	45.67
			110-05-55109-344-000	08/15-PA MERCHANDISE	41.98
			110-05-55109-344-000	08/15-PA MERCHANDISE	31.06
			110-05-55111-389-000	08/15-PA MERCHANDISE	25.89
			110-05-55109-361-000	08/15-PA MERCHANDISE	22.78
				..... CHECK TOTAL	791.17
152414	9/25	PIONEER ATHLETICS	110-05-55102-386-000	CH BASE ANCHOR -	718.80
			110-05-55102-386-000	BRISTLE ANCHOR	256.50
			110-05-55104-249-000	CLEANER	105.75
			110-05-55102-386-000	REC'D DAMAGED	61.75CR
				..... CHECK TOTAL	1,019.30
152415	9/25	SWITS, LTD	110-01-52001-219-000	#B246029 8/11/15	160.00
152416	9/25	MULTIPLE CONCRETE	403-11-51202-588-000	08/15 CONSTRUCT. MAT	7,161.60
152417	9/25	JANKE GENERAL CONTRACTORS	420-11-51212-589-000	FINAL WASH PARK TRL	881.90
			405-11-51517-589-830	FINAL WASH. PARK TRL	881.90
				..... CHECK TOTAL	1,763.80
152418	9/25	TOASTMASTERS INTERNATIONAL	631-09-50101-264-000	10/15-HOLVERSON	36.00
152419	9/25	CPR, INC	402-11-51501-585-000	EST 1 THRU 9/09/15	67,460.27
152420	9/25	EYETRENDZ	110-09-56402-164-000	SAFETY GLASSES	527.00
152421	9/25	WI AMERICAN PLANNING ASSN	110-01-51601-264-000	10/12-13 CONFERENCE	835.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152422	9/25	WIS SCTF	110-00-21581-000-000	09/25/15 HRLY DEDCT	1,307.61
152423	9/25	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000 630-09-50101-393-000	08/15 SE RADIATOR RE 08/15 SE RADIATOR RE CHECK TOTAL	962.50 265.00 1,227.50
152424	9/25	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-999-000	08/15 FEES COLLECT 08/15 FEES COLLECT 08/15 FEES COLLECT CHECK TOTAL	7,933.81 2,811.88 666.42 11,412.11
152425	9/25	AUTO GLASS SPECIALISTS, INC.	110-02-52103-344-000	09/15 PD-GLASS/REPR	236.90
152426	9/25	GRAINGER	110-02-52203-344-000 110-02-52203-344-000	09/15-FD PARTS/MATER 08/15-FD PARTS/MATER CHECK TOTAL	112.97 28.38 141.35
152427	9/25	WHOLESALE DIRECT INC	110-02-52203-344-000 206-02-52205-344-000	08/15-FD PARTS/MATER 08/15-FD PARTS/MATER CHECK TOTAL	143.60 20.82 164.42
152428	9/25	R.C. SCHNED & ASSOCIATES	110-09-56501-259-565 110-09-56501-259-565	2219 RSVLT RD 6623 24 AVE CHECK TOTAL	450.00 150.00 600.00
152429	9/25	NATIONAL FIRE PROTECTION	110-02-52201-323-000	MEMBERSHIP-THOMSEN	165.00
152430	9/25	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	08/15-BUS PARTS 09/15-BUS PARTS 09/15-BUS PARTS CHECK TOTAL	259.68 142.68 35.18 437.54
152431	9/25	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	9/16-30/15 9/16-30/15 9/16-30/15 9/16-30/15 9/16-30/15 9/16-30/15 CHECK TOTAL	1,971.70 28.59CR 98.56CR 98.60CR 122.25CR 227.00CR 1,396.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152432	9/25	PIRO, RALPH	761-09-50101-111-000	9/16-30/15	934.78
			761-00-21514-000-000	9/16-30/15	13.56CR
			761-00-21599-000-000	9/16-30/15	25.00CR
			761-00-21512-000-000	9/16-30/15	31.50CR
			761-00-21511-000-000	9/16-30/15	57.96CR
			761-00-21513-000-000	9/16-30/15	78.00CR
				..... CHECK TOTAL	728.76
152433	9/25	STRYKER SALES CORP.	206-02-52205-385-000	REPAIR PARTS	1,028.64
152434	9/25	PIEPER ELECTRIC	520-09-50401-246-000	SEMI-ANNUAL INSPECT	3,075.00
152435	9/25	KENOSHA TIRE	110-05-55109-344-000	08/15-PA#3108 TIRES/	20.00
152436	9/25	RED THE UNIFORM TAILOR	110-02-52103-367-000	09/15 PD-UNIFORMS	333.78
			110-02-52103-367-000	08/15 PD-UNIFORMS	238.84
			110-02-52103-367-000	08/15 PD-UNIFORMS	189.85
			520-09-50101-367-000	09/15 TD-UNIFORMS	154.75
			110-02-52103-367-000	09/15 PD-UNIFORMS	147.85
			520-09-50101-367-000	09/15 TD-UNIFORM	130.20
				..... CHECK TOTAL	1,195.27
152437	9/25	UNITED HEALTHCARE INSURANCE	611-09-50101-155-517	10/15 PREMIUM	121,415.00
			611-09-50101-155-518	10/15 PREMIUM	36,356.25
			611-09-50101-155-519	10/15 PREMIUM	3,920.00
			611-09-50101-155-519	09/15 ADJUSTMENTS	4.48CR
			611-09-50101-155-518	09/15 ADJUSTMENTS	41.55CR
			611-09-50101-155-517	09/15 ADJUSTMENTS	138.76CR
				..... CHECK TOTAL	161,506.46
152438	9/25	SUTPHEN TOWERS, INC	110-02-52203-711-000	TRUCK 3 REPAIRS	25,314.33
			110-02-52203-711-000	ADDITIONAL REPAIRS	12,285.11
			110-02-52203-344-000	REPAIRS TO TRUCK 3	6,570.51
				..... CHECK TOTAL	44,169.95
152439	9/25	AURORA HEALTH CARE	110-09-56405-161-000	7/7-24/15 W/C	1,152.21
			110-02-52102-219-000	#15-124049 EXAM	240.00
			 CHECK TOTAL	1,392.21
152440	9/25	EQUIAN LLC	110-09-56405-161-000	8/1-31/15 W/C	2,181.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152441	9/25	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	7/20/15 W/C	1,038.10
			110-09-56405-161-000	7/14/15 W/C	72.80
				..... CHECK TOTAL	1,110.90
152442	9/25	ABSOLUTE SOLUTIONS	110-09-56405-161-000	7/21/15 W/C	1,272.01
152443	9/25	GREAT LAKES FOOT & ANKLE CTR	110-09-56405-161-000	6/23/15 W/C	792.05
152444	9/25	DURRANI MD SC, ABDUL	110-09-56405-161-000	6/11/15 W/C	207.08
152445	9/25	FAMILY FOOT & ANKLE CLINICS	110-09-56405-161-000	6/9/15 W/C	218.00
			110-09-56405-161-000	7/21/15 W/C	93.00
				..... CHECK TOTAL	311.00
152446	9/25	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/25/15 DEDUCTION	23.05
152447	9/25	SWEENEY, ASHLEY A	110-00-44709-000-000	BARTENDER LICENSE	50.00
152448	9/25	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	08/15/15 SERVICES	330.00
152449	9/25	SHREE OM ENTERPRISES	110-00-44204-000-000	CLASS A LIQUOR LIC	392.00
152450	9/25	TND OF KENOSHA, LLC	110-00-44109-000-000	ST CLOSING PERMIT	45.00
152451	9/25	PUNTILLO, SARAH	110-00-44709-000-000	BARTENDER LICENSE	50.00
152452	9/25	CUTTING EDGE SKATING	110-00-21905-000-000	9/11/15-BEACH HOUSE	300.00
152453	9/25	GARCIA, MICHELLE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
152454	9/25	DEARDORF, MICHAEL	110-00-46510-000-000	GARDEN/BENCH RENTAL	90.00
			110-00-46590-000-000	GARDEN/BENCH RENTAL	75.00
			110-00-46532-000-000	GARDEN/BENCH RENTAL	25.00
				..... CHECK TOTAL	190.00
152455	9/25	MOSES-SIMMS, NATHANIEL	110-09-56404-719-000	VEH DMG 8/03/15	175.00
152456	9/25	MARQUARDT, JESSICA A	110-00-44709-000-000	BARTENDER LICENSE	50.00
152457	9/25	HERNANDEZ, JOSE D	110-00-44709-000-000	BARTENDER LICENSE	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152458	9/25	SCHWANDT, NATASSIA A	110-00-44709-000-000	BARTENDER LICENSE	50.00
152459	9/25	BARRERA, GILBERT	110-00-44709-000-000	BARTENDER LICENSE	50.00
152460	9/25	HARRIS, DEONTAE L	110-00-21901-000-000	FINE PYMT U128395	487.00
			110-00-45103-000-000	FINE PYMT U128395	200.00
			110-00-45104-000-000	FINE PYMT U128395	38.00
			110-00-21911-000-000	FINE PYMT U128395	13.00
			110-00-21910-000-000	FINE PYMT U128395	10.00
				..... CHECK TOTAL	748.00
152461	9/25	ANDREKUS, HANNAH	110-01-50301-219-000	WITNESS FEE-K LEWIS	16.31
152462	9/25	COLE, BRADLEY S	110-01-50301-219-000	15-TR-7632-34 LEWIS	16.46
152463	9/25	DEATON, KEVIN & MEGAN	501-00-21128-000-000	ESCROW 4100 20TH PL	2,000.00
152464	9/25	CONN, ROBERT AND	501-00-21128-000-000	ESCROW 6800 155 AV	2,000.00
152465	9/25	ROJAS, MARITZA E	110-00-44709-000-000	BARTENDER LICENSE	75.00
152466	9/25	PAUL, WAYNE	110-00-21905-000-000	9/12/15 WOLFENBUTTEL	50.00
152467	9/25	CROWDER, NAOMI	110-00-21905-000-000	9/12/15 BEACH HOUSE	300.00
152468	9/25	BRADFORD CLASS OF 1963	110-00-21905-000-000	9/13/15 BEACH HOUSE	300.00
152469	9/25	HARRISON, ERIC	110-00-21111-000-000	COURT PYMT I496407	6.00
152470	9/25	GULLO, ERNEST	110-00-44203-000-000	CLASS B BEER/LIQUOR	450.00
152471	9/25	OTTUM, JASON	110-09-56404-719-000	VEH DMG 6/16/15	500.00
152472	9/25	ZERZANEK, TARA C.	631-09-50101-261-000	09/15 57.5 MILES	59.80
152473	9/25	COX, THEONITA	110-02-52204-263-000	CLASS EXP 9/15/15	77.51
152474	9/25	ROMBALSKI, MICHAEL	110-01-51303-144-000	SUMMER 2015 TUITION	726.40
152475	9/25	BIGLEY, CHRISTOPHER	110-01-51303-144-000	SUMMER 2015 TUITION	453.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152476	9/25	BRAGUE, DALE	110-02-52203-341-000	9/15/15-SUTPHEN	52.29
			110-02-52203-263-000	9/15/15-SUTPHEN	25.00
			110-02-52203-261-000	9/15/15-SUTPHEN	9.20
				..... CHECK TOTAL	86.49
152477	9/25	DECKER, JACK A	110-02-52103-263-000	9/8/15 WINNEBAGO	12.00
			110-02-52103-263-000	9/6/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
152478	9/25	WELLS, SCOTTY	520-09-50101-389-000	CDL RENEWAL	74.00
152479	9/25	AUSTIN, CATHY	110-03-53101-311-000	DREAM PLYGRND SIGN	73.84
152480	9/25	ELM, MATTHEW G.	110-02-52103-263-000	9/8/15 WINNEBAGO	12.00
152481	9/25	HAMILTON, WILLIE	110-02-52103-263-000	9/8/15 WINNEBAGO	12.00
152482	9/25	STAHL, MATTHEW	110-02-52203-263-000	9/15/15-SUTPHEN	25.00
			110-02-52203-341-000	9/15/15-SUTPHEN	12.95
				..... CHECK TOTAL	37.95
152483	9/25	HELD, MICHAEL	110-02-52103-263-000	9/11/15 WINNEBAGO	12.00
152484	9/25	KREIN, JAMES J	110-02-52103-263-000	8/26/15 WINNEBAGO	12.00
152485	9/25	JURGENS, ADAM	110-02-52103-263-000	9/6/15 WINNEBAGO	12.00
152486	9/25	KOCHMAN, KRIS	222-09-50101-259-000	FALL FEST SUPPLIES	77.29
152487	9/25	STICH, AARON A	245-09-50101-263-000	8/31-9/2/15 BELOIT	75.00
152488	9/25	PIE, BRANDIE	245-09-50101-263-000	8/31-9/2/15 BELOIT	75.00
152489	9/25	GRABOT, TERRANCE	110-02-52103-263-000	9/13/15 WINNEBAGO	8.00
152490	9/25	THORNE, TODD A	245-09-50101-263-000	8/31-9/2/15 BELOIT	75.00
152491	9/25	SORENSEN, DANIEL	110-02-52103-263-000	8/26/15 WINNEBAGO	12.00
152492	9/25	BAUER, JACOB	245-09-50101-264-000	8/31-9/2 BELOIT	75.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152493	9/25	STOTERAU, ALEX	110-02-52103-263-000	9/9/15 WINNEBAGO	12.00
152494	9/25	FRANCO, AMANDA	110-02-52103-263-000	9/6/15 WINNEBAGO	12.00
152495	9/25	DORAU, NICHOLAS	110-02-52103-263-000	8/25/15 WINNEBAGO	12.00
			110-02-52103-263-000	8/24/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
152496	9/25	DAVISON, RUSSELL	110-02-52103-263-000	9/7/15 WINNEBAGO	8.00
152497	9/30	YAMAHA MOTOR CORP.	524-05-50101-282-000	10/15 GOLF CARTS	2,386.53
152498	9/30	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	REISSUE CK #152145	320.24
152499	9/30	RNOW, INC.	630-09-50101-393-000	09/15 PARTS/MATERIAL	3,499.37
			630-09-50101-393-000	09/15 PARTS/MATERIAL	1,110.73
				..... CHECK TOTAL	4,610.10
152500	9/30	VIKING ELECTRIC SUPPLY	110-03-53109-361-000	09/15-ST ELECTRICAL	119.69
			110-03-53109-375-000	09/15-ST ELECTRICAL	109.70
			632-09-50101-246-000	09/15-SE ELECTRICAL	66.64
			110-03-53109-375-000	09/15-ST ELECTRICAL	41.58
			110-03-53109-375-000	09/15-ST ELECTRICAL	19.90
				..... CHECK TOTAL	357.51
152501	9/30	KENOSHA CO HEALTH DIVISION	290-06-50501-259-000	#5851074 - RELOCATE	1,589.90
152502	9/30	HWY C SERVICE	110-05-55109-344-000	07/15 PA-SERV/PARTS	191.54
152503	9/30	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	09/15 ST-ELECTRICAL	76.78
			630-09-50101-393-000	09/15 CE-ELECTRICAL	32.76
			110-03-53109-375-000	09/15 ST-ELECTRICAL	12.57
			110-03-53109-375-000	09/15 ST-ELECTRICAL	11.00
			110-03-53109-375-000	09/15 ST-ELECTRICAL	8.00
			632-09-50101-246-000	09/15 SE-ELECTRICAL	6.05
				..... CHECK TOTAL	147.16
152504	9/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/30/15 CITY SAL	32,858.36
			110-00-21562-000-000	09/30/15 WATER SAL	6,611.00
			110-00-21562-000-000	09/30/15 LIBRARY SAL	4,648.50
			 CHECK TOTAL	44,117.86

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152505	9/30	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000 110-09-56405-161-000 110-02-52101-219-000	7/8-7/30/15 W/C 7/30/15 W/C 09/15 LAB 15-132001 CHECK TOTAL	3,962.49 174.50 49.60 4,186.59
152506	9/30	KENOSHA NEWS	110-00-21104-000-000 110-01-50301-219-000 110-01-50301-219-000 110-01-50301-219-000	08/15 WESTOWN LICNS 09/15 M ABDELHAFIZ 09/15 APPLIED STEEL 09/15 PRESTIGE AUTO CHECK TOTAL	23.54 23.10 22.43 22.43 91.50
152507	9/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	09/30/15 CITY SAL 09/30/15 WATER SAL CHECK TOTAL	86,017.00 40.00 86,057.00
152508	9/30	LANDMARK TITLE CORPORATION	110-09-56501-259-565	08/15 6035 25 AVE CL	50.00
152509	9/30	LEAGUE OF WISCONSIN	110-01-50301-264-000	W RICHARDSON 9/30	180.00
152510	9/30	PALMEN BUICK	630-09-50101-393-000	08/15-CE PARTS/MATER	425.45
152511	9/30	SHERWIN WILLIAMS CO.	110-05-55109-344-000 110-05-55109-344-000	09/15-PA PAINT/SUPPL 09/15-PA PRICE CORR CHECK TOTAL	132.48 27.66CR 104.82
152512	9/30	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000 206-02-52205-344-000 520-09-50106-346-000 110-02-52203-344-000	08/15 CE TIRES & SER 08/15 FD TIRES & SER 08/15 TD TIRE SERVIC 08/15 FD TIRES & SER CHECK TOTAL	7,581.16 1,481.58 110.80 88.44 9,261.98
152513	9/30	SHOPKO STORES	206-02-52205-318-000 110-02-52203-344-000	09/15-FD#4 MERCHANDI 09/15-FD#4 MERCHANDI CHECK TOTAL	32.37 22.49 54.86
152514	9/30	SIMPLEX GRINNELL	110-02-52203-246-000	ALARM/PANEL REPAIRS	845.00
152515	9/30	KENOSHA COUNTY INTERFAITH	288-06-50610-259-000	#5848606/9 SUB AGMT	4,090.07
152516	9/30	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	SOFTWARE UPGRADE	5,125.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT		
152517	9/30	VAN'S GAS SERVICE INC	110-03-53117-253-000	08/15 WA PROPANE GAS	48.00		
152518	9/30	WELDCRAFT, INC.	110-05-55104-249-000 630-09-50101-393-000	07/15 PA WELDING SER 07/15 CE WELDING SER CHECK TOTAL	439.00 20.10 459.10		
152519	9/30	WE ENERGIES	524-05-50101-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55108-221-000 110-03-53103-221-000 110-05-55109-221-000 110-05-55102-221-000 110-05-55109-221-000 110-05-55109-221-000 524-05-50101-222-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-222-000 110-05-55109-221-000 110-05-55109-222-000 110-03-53109-221-000 110-05-55102-221-000 110-05-55108-221-000 110-05-55103-222-000 110-05-55109-222-000	#36 08/09-09/08 #36 08/10-09/09 #36 08/10-09/09 #36 08/03-09/01 #36 08/09-09/08 #36 08/09-09/08 #36 08/05-09/03 #36 08/10-09/09 #36 08/06-09/07 #36 08/03-09/01 #36 08/11-09/10 #36 08/05-09/03 #36 08/07-09/08 #36 08/09-09/08 #36 08/06-09/07 #36 08/11-09/10 #36 08/09-09/08 #36 08/04-09/02 #36 08/11-09/10 #36 05/11-09/09 #36 08/06-09/04 336 08/09-09/08 #36 08/06-09/09 #36 08/11-09/10 #36 08/09-09/08 #36 08/05-09/03 #36 08/11-09/10	1,206.48 1,146.59 969.80 787.62 626.48 294.61 291.56 188.36 185.84 140.85 135.20 120.15 104.68 70.16 57.04 55.36 51.27 44.67 43.82 41.87 38.03 17.97 17.90 17.14 16.54 12.69 9.90 CHECK TOTAL	6,692.58
152520	9/30	WE ENERGIES	227-09-50101-221-000 227-09-50101-221-000 758-09-51608-259-000 217-06-51611-259-000 217-06-51615-259-000 217-06-51613-259-000 227-09-50101-221-000 217-06-51611-259-000 758-09-51607-259-000 227-09-50101-221-000	8/10-9/9 KEP #3 8/10-9/9 KEP #4 7/30-8/30/15 UTILS #5849511 UTILITIES #5846378 UTILITIES #5846384 UTILITIES 8/2-8/31 2599 53 ST #5846377 UTILITIES 8/04-9/02/15 UTILS 8/10-9/9 KEP #2	371.76 301.39 77.34 53.91 40.17 37.19 34.11 32.57 30.77 21.68 CHECK TOTAL	1,000.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152521	9/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	09/30/15 DEDUCTION	237.56
152522	9/30	PAYNE & DOLAN INC.	110-03-53103-355-000	08/15 ASPHALT MATERI	1,092.50
152523	9/30	REINDERS INC.	110-05-55109-344-000	08/15 PA PARTS AND S	175.77
			110-05-55109-344-000	08/15 PA PRICING PAR	162.00
			110-05-55109-344-000	09/15 PA PARTS AND S	112.07
			110-05-55109-344-000	08/15 PA PARTS AND S	54.53
			110-05-55109-344-000	08/15 PA PARTS AND S	31.52
				..... CHECK TOTAL	535.89
152524	9/30	KENOSHA WATER UTILITY	110-01-51802-223-000	09/15 WATER/STRM	325.14
			110-01-51802-224-000	09/15 WATER/STRM	6.18
				..... CHECK TOTAL	331.32
152525	9/30	WEST GROUP	110-01-50301-322-000	08/15-LE ONLINE MATE	752.00
			110-01-50301-322-000	08/15-LE SUBSCRIPTIO	430.72
				..... CHECK TOTAL	1,182.72
152526	9/30	WISCONSIN FUEL & HEATING	630-09-50101-393-000	09/15-CE LUBRICANTS/	3,352.00
152527	9/30	WISCONSIN TURF EQUIPMENT	110-05-55109-344-000	08/15-PA PARTS/SERVI	36.77
			110-05-55109-344-000	08/15-PA PARTS/SERVI	30.90
				..... CHECK TOTAL	67.67
152528	9/30	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	08/15-SW SWEEPER PAR	772.80
152529	9/30	C.J.W., INC.	524-05-50101-397-000	09/15-GO BEVERAGES	157.40
			524-05-50101-397-000	09/15-GO BEVERAGES	148.05
				..... CHECK TOTAL	305.45
152530	9/30	CHASE BANK KENOSHA	110-00-21513-000-000	09/25/15 HRLY DEDCT	20,441.30
			110-00-21511-000-000	09/25/15 HRLY DEDCT	11,502.10
			110-00-21612-000-000	09/25/15 HRLY DEDCT	11,501.91
			110-00-21614-000-000	09/25/15 HRLY DEDCT	3,091.68
			110-00-21514-000-000	09/25/15 HRLY DEDCT	3,091.57
				..... CHECK TOTAL	49,628.56
152531	9/30	CHASE BANK KENOSHA	110-00-21513-000-000	09/30/15 SAL DEDUCT	205,867.97
			110-00-21511-000-000	09/30/15 SAL DEDUCT	80,133.70
			110-00-21612-000-000	09/30/15 SAL DEDUCT	80,133.42
			110-00-21614-000-000	09/30/15 SAL DEDUCT	25,222.25
			110-00-21514-000-000	09/30/15 SAL DEDUCT	25,220.32
			 CHECK TOTAL	416,577.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152532	9/30	OFFICEMAX	110-05-55101-311-000	08/15 PA MISC OFFICE	147.69
			524-05-50101-311-000	08/15 PA #3241 OFFC	100.90
			524-05-50101-311-000	08/15 PA #3241 OFFC	39.46
			524-05-50101-311-000	08/15 PA #3241 OFFC	16.22
			524-05-50101-311-000	09/15 PA #3241 RETN	16.22CR
				..... CHECK TOTAL	288.05
152533	9/30	REGISTRATION FEE TRUST	110-02-52203-344-000	REG/PLATE FLT 3325	75.00
			110-02-52203-344-000	PLATE/REG FLT 3324	75.00
			110-02-52203-344-000	PLATE/REG FLT 3323	75.00
				..... CHECK TOTAL	225.00
152534	9/30	INTERNAL REVENUE SERVICE	611-09-50101-155-000	SETTLEMENT	243.87
152535	9/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	09/30/15 SAL DEDUCT	11,385.92
152536	9/30	PAT'S SERVICES, INC.	110-05-55108-282-000	8/6-8/28 PB&J PORTAB	1,104.00
			110-05-55108-282-000	CHEESE A PALOOZA	1,050.00
			110-05-55108-282-000	8/5-9/1 SOUTHPORT	140.00
			110-05-55108-282-000	CHEESE A PALOOZA ADD	80.00
				..... CHECK TOTAL	2,374.00
152537	9/30	LINCOLN CONTRACTORS SUPPLY	630-09-50101-393-000	09/15-CE#2899 TOOLS/	543.72
152538	9/30	KPSOA	110-00-21552-000-000	09/30/15 SAL DEDUCT	825.00
152539	9/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	09/30/15 SAL DEDUCT	9,299.36
152540	9/30	NATIONAL CONSTRUCTION RENTAL	110-09-56501-259-565	8/14-2/14/16-6415 28	4,339.96
152541	9/30	BURNS, TERRY	110-09-56402-219-000	HEATH APPRAISAL	195.00
152542	9/30	PETCO	110-02-52103-381-000	08/15-CHICO SUPPLIES	86.92
			110-02-52103-381-000	08/15-EDDIE SUPPLIES	77.40
				..... CHECK TOTAL	164.32
152543	9/30	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	09/15 PD-OT TICKETS	262.00
152544	9/30	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	09/15 PARTS/MATERLS	151.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152545	9/30	MG TRUST COMPANY	761-09-50101-151-000	09/15 PIRO/RIMKUS	247.12
			761-00-21599-000-000	09/15 PIRO/RIMKUS	247.12
				..... CHECK TOTAL	494.24
152546	9/30	SOUTHPORT HEATING & COOLING	633-09-50101-246-000	CIV CENTER PLUMBING	220.00
152547	9/30	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #15-093319	72.92
			110-02-52102-219-000	RECORDS #15-093319	65.02
			110-09-56405-161-000	07/04/15 W/C	16.20
				..... CHECK TOTAL	154.14
152548	9/30	BELLE COFFEE SERVICE	524-05-50101-397-000	09/15-GO COFFEE/SUPP	37.00
152549	9/30	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000	08/15 PARTS & SUPPL	76.76
			110-05-55109-344-000	08/15 PARTS & SUPPL	32.99
				..... CHECK TOTAL	109.75
152550	9/30	HUMANA CLAIMS	611-09-50101-155-527	09/24/15 MED CLAIMS	15,047.79
			611-09-50101-155-527	09/28/15 MED CLAIMS	2,687.19
			611-09-50101-155-527	09/11/15 MED CLAIMS	2,410.20
			611-09-50101-155-527	09/15/15 MED CLAIMS	992.88
			611-09-50101-155-527	08/15 PR YR LOSS	611.18
			611-09-50101-155-527	09/08/15 MED CLAIMS	377.75
			611-09-50101-155-527	08/15 VOIDS	40.00CR
			611-09-50101-155-527	09/21/15 RX CLAIMS	3,720.24CR
			611-09-50101-155-527	08/15 FINCL RECOV	5,463.59CR
				..... CHECK TOTAL	12,903.16
152551	9/30	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	09/15-MB CLEANING SE	3,847.00
			632-09-50101-243-000	09/15-SE CLEANING SE	226.60
				..... CHECK TOTAL	4,073.60
152552	9/30	US CELLULAR	631-09-50101-226-000	09/15 EN-CELL AIRTM	159.00
			206-02-52205-226-000	09/15 FD-DATA SERVC	155.82
			206-02-52205-226-000	09/15 FD-CELL SERVC	77.55
			110-05-55101-226-000	09/15 PA-CELL AIRTM	47.40
			206-02-52205-226-000	09/15 FD-ADDL AIRTM	27.43
			110-05-55101-226-000	08/15 PA-CELL AIRTM	24.30
			501-09-50103-226-000	09/14 SW-CELL AIRTM	15.85
			520-09-50401-226-000	09/15 TD-CELL AIRTM	6.37
			501-09-50106-226-000	09/14 SW-CELL AIRTM	5.95
			110-05-55101-226-000	08/15 PA-CELL AIRTM	5.80
			110-01-51801-226-000	09/15 MB-CELL AIRTM	3.95
			205-03-53119-226-000	09/15 ST-CELL AIRTM	2.55
			521-09-50101-226-000	09/15 AR-CELL AIRTM	1.50
			110-03-53103-226-000	09/15 ST-CELL AIRTM	1.40
			205-03-53118-226-000	09/15 WA-CELL AIRTM	1.25
			 CHECK TOTAL	536.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152553	9/30	EMERGING COMMUNITIES CORP	420-11-51310-589-000	7/13-16 WASH DC	1,241.76
152554	9/30	WASTE MANAGEMENT OF WI	110-03-53117-253-416	09/15 1328.33 TONS	33,115.27
			110-03-53117-253-416	09/15 WDNR TONNAGE	17,268.29
			461-11-51501-581-000	09/15 DISPOSAL-MTRLS	6,380.90
			501-09-50104-253-000	09/15 199.57 TONS	4,975.28
			501-09-50104-253-000	09/15 WDNR TONNAGE	2,594.41
			110-03-53117-253-417	09/15 12 PULLS	2,148.12
			110-03-53117-253-417	09/15 81.68 TONS	2,036.28
			110-03-53117-253-416	09/15 FUEL SURCHARGE	1,574.20
			110-03-53117-253-417	09/15 WDNR TONNAGE	1,061.84
			110-03-53117-253-416	09/15 ENVIRO SURCHG	300.00
			501-09-50104-253-000	09/15 FUEL SURCHARGE	240.33
			110-03-53117-253-417	09/15 FUEL SURCHARGE	200.12
			501-09-50104-253-000	09/15 ENVIRO SURCHG	150.00
			110-03-53117-253-417	09/15 ENVIRO SURCHG	72.00
				..... CHECK TOTAL	72,117.04
152555	9/30	MID-STATE EQUIPMENT	501-09-50105-344-000	SERVICE FLEET 3094	339.69
152556	9/30	HEALTHSTAT	611-09-50101-155-504	08/15 MID LVL PROV	14,138.81
			611-09-50101-155-504	08/15 PROG ADMN FEE	10,615.10
			611-09-50101-155-504	08/15 REF LAB FEES	6,178.30
			611-09-50101-155-504	08/15 MED OFFC ASST	4,835.20
			611-09-50101-155-504	08/15 MED SUPPL	220.90
			611-09-50101-155-504	07/15 BANK FEES	100.47
			611-09-50101-155-504	08/1-31 CO PYMNTS	360.00CR
				..... CHECK TOTAL	35,728.78
152557	9/30	LETTERING MACHINE	110-02-52206-367-000	09/15-FD CLOTHING	350.00
			110-02-52206-367-000	09/15-FD CLOTHING	170.00
			110-02-52206-367-000	09/15-FD CLOTHING	72.00
			110-02-52206-367-000	09/15-FD CLOTHING	34.00
			110-02-52206-367-000	09/15-FD CLOTHING	30.00
			110-02-52206-367-000	09/15-FD CLOTHING	14.00
				..... CHECK TOTAL	670.00
152558	9/30	PELION BENEFITS, INC.	110-00-21517-000-000	09/16-30/15 DEDUCTS	4,620.43
152559	9/30	JOHNSON BANK	110-00-21532-000-000	09/30/15 CITY SAL	32,742.77
			110-00-21532-000-000	09/30/15 WATER SAL	3,340.25
			110-00-21532-000-000	09/30/15 LIBRARY SAL	1,125.00
			 CHECK TOTAL	37,208.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152560	9/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/30/15 DEDUCTION	743.00
			110-00-21581-000-000	09/30/15 DEDUCTION	400.00
				..... CHECK TOTAL	1,143.00
152561	9/30	STAPLES	110-02-52103-311-000	08/15 PD MISC OFFICE	219.36
			110-02-52103-311-000	08/15 PD MISC OFFICE	91.99
			110-02-52103-311-000	09/15 PD MISC OFFICE	27.20
			110-02-52103-365-000	09/15 PD MISC OFFICE	26.29
			110-02-52103-311-000	09/15 PD MISC OFFICE	1.73
				..... CHECK TOTAL	366.57
152562	9/30	GLEASON REDI-MIX	403-11-51202-588-000	09/15-CONCRETE MATER	310.00
			403-11-51202-588-000	09/15-CONCRETE MATER	252.00
			403-11-51202-588-000	09/15-CONCRETE MATER	240.00
				..... CHECK TOTAL	802.00
152563	9/30	J EWENS DESIGN INC	110-02-52103-344-000	DOOR PANEL GRAPHICS	122.50
			110-02-52103-344-000	DOOR PANEL GRAPHICS	75.50
			110-02-52103-344-000	PROJECT SET UP	35.00
			110-02-52103-344-000	DOOR PANEL GRAPHICS	34.50
			110-02-52103-344-000	TO PROTECT & SERVE,	21.00
				..... CHECK TOTAL	288.50
152564	9/30	ULINE	110-01-51601-311-000	09/15-CD GENERAL SUP	48.27
152565	9/30	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	09/15-TD SHOP SUPPLI	682.37
152566	9/30	MENARDS (KENOSHA)	206-02-52205-382-000	08/15-FD MERCHANDISE	428.49
			110-05-55109-361-000	08/15-PA MERCHANDISE	227.68
			110-05-55109-361-000	08/15-PA MERCHANDISE	206.58
			110-02-52203-361-000	09/15-FD#3 MERCHANDI	199.99
			206-02-52205-382-000	09/15-FD#2 MERCHANDI	190.78
			217-06-52601-259-000	#5849972 MATERIALS	145.22
			206-02-52205-382-000	09/15-FD#3 MERCHANDI	86.44
			206-02-52205-382-000	08/15-FD MERCHANDISE	84.86
			110-05-55109-361-000	08/15-PA MERCHANDISE	54.73
			110-03-53109-375-000	09/15-ST MERCHANDISE	39.98
			110-05-55109-344-000	09/15-PA MERCHANDISE	18.99
			217-06-51611-259-000	#5849513 MATERIALS	18.96
			110-02-52203-344-000	09/15-FD#4 MERCHANDI	13.99
			520-09-50201-249-000	09/15-TD MERCHANDISE	3.89
			 CHECK TOTAL	1,720.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152567	9/30	SHERWIN INDUSTRIES	521-09-50101-344-000	WALL CHARGER	83.70
152568	9/30	GOODNOUGH, BRUCE C.	110-01-52001-219-000	9/10-11 SUB JUDGE	400.00
152569	9/30	DYNAMIC RECYCLING, INC	110-03-53117-253-000	09/15 RECYCLE ELCTR	1,875.68
152570	9/30	HABITAT FOR HUMANITY	249-06-50302-259-000	5851596 - REQ #1	64,449.36
152571	9/30	RED WING SHOE CO	110-03-53116-367-000	09/15-WA SAFETY BO	100.00
152572	9/30	BEST DOCTORS	611-09-50101-155-527	8/15 PREMIUM	1,517.90
152573	9/30	ALLIED GLOVE CORPORATION &	110-02-52108-367-000	GLOVE	192.00
152574	9/30	BELLE CITY FIRE EXTINGUISHER	110-01-51801-246-000	09/15 MB EXTINGUISHE	333.50
152575	9/30	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	09/30/15 DEDUCTION	252.14
152576	9/30	HAPPY SOFTWARE, INC	210-06-51601-259-000	REHAB PRO SOFTWARE	2,700.00
152577	9/30	ULTIMATE RB	412-11-51501-589-000	GRANULES	694.07
152578	9/30	HABITAT FOR HUMAMITY KENOSHA	237-06-50401-259-000	#5852151 SUBGR AGMT	7,625.00
152579	9/30	WIS SCTF	110-00-21581-000-000	09/30/15 SAL DEDUCT	10,488.79
152580	9/30	MOTION INDUSTRIES	630-09-50101-393-000	09/15-CE#2446 PARTS/	69.85
152581	9/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	09/30/15 DEDUCTION	375.00
152582	9/30	TIME WARNER CABLE	110-01-51102-233-000	9/17-10/16- MB- RR	786.00
152583	9/30	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	08/15-PIKE RIVER RND	280.00
152584	9/30	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	09/15 FD MEDICAL SUP	1,716.90
152585	9/30	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	09/15-FD PLYMOVENT R	448.95
152586	9/30	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	09/15-TD COACH PARTS	1,317.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152587	9/30	KENOSHA LITERACY COUNCIL	237-06-50603-259-000	#5848551 SUBGR AGMT	6,807.00
152588	9/30	LABAHN, JEFFREY B	110-01-51601-219-000 110-01-51601-311-000 110-01-51601-261-000	RECORDING FEES OFFICE SUPPLIES MILEAGE CHECK TOTAL	150.00 25.02 13.30 188.32
152589	9/30	SCHOOL-TECH INC	110-02-52108-367-000 110-02-52108-367-000 110-02-52108-367-000 110-02-52108-367-000	JACKET HOOD & LINER JACKET HOOD & LINER JACKET HOOD & LINER JACKET HOOD & LINER CHECK TOTAL	244.28 244.28 240.78 122.14 851.48
152590	9/30	JANDALI, MAJED MD	110-09-56405-161-000	07/01/15 W/C	3,007.88
152591	9/30	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000 110-09-56405-161-000	08/03/15 W/C 08/03/15 W/C CHECK TOTAL	430.11 424.32 854.43
152592	9/30	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000 110-09-56405-161-000	08/19/15 W/C 08/16/15 W/C CHECK TOTAL	318.60 318.60 637.20
152593	9/30	UNITED OCC MEDICINE	110-09-56405-161-000 110-09-56405-161-000	07/30/15 W/C 06/29/15 W/C CHECK TOTAL	257.40 245.70 503.10
152594	9/30	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000 110-09-56405-161-000	05/14/15 W/C 07/16/15 W/C CHECK TOTAL	336.70 72.80 409.50
152595	9/30	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	08/11/15 W/C	26,164.91
152596	9/30	MATA, RODIGO III, MD SC	110-09-56405-161-000 110-09-56405-161-000	06/26/15 W/C 06/10/15 W/C CHECK TOTAL	316.00 234.00 550.00
152597	9/30	WALKIN' IN MY SHOES	288-06-50604-259-000	#5848628/31 SUB AGMT	3,438.65
152598	9/30	CASSIDY, ANNE	110-00-46394-000-000	REISSUE CK #139670	15.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
152599	9/30	SCOTT, ANTONIO	110-00-21111-000-000	REISSUE CK #146770	58.56
152600	9/30	HERNANDEZ, DANIELLE	110-00-21902-000-000	REISSUE CK #151616	296.17
152601	9/30	MC HOME BUILDERS, LLC	110-00-46394-000-000	REISSUE CK #151139	2,000.00
152602	9/30	BILLINGSLEY, SHELLY	110-03-53101-263-000 110-03-53101-262-000	8/29-9/2 PHOENIX 8/29-9/2 PHOENIX CHECK TOTAL	417.00 39.00 456.00
152603	9/30	KUNZ, JOSHUA	110-02-52103-263-000	9/10/15 WINNEBAGO	12.00
152604	9/30	SCHAPER, KATE K.	110-02-52103-263-000	9/14/15 WINNEBAGO	8.00
152605	9/30	ZURCHER, KURT W.	110-02-52103-263-000	9/10/15 WINNEBAGO	12.00
152606	9/30	RUHA, BRIAN	110-02-52103-263-000	9/9/15 WINNEBAGO	12.00
152607	9/30	SORENSEN, DANIEL	110-02-52103-263-000	9/12/15 WINNEBAGO	12.00
152608	9/30	MORRISSEY, KYLE	110-02-52103-263-000	9/11/15 WINNEBAGO	12.00
152609	9/30	SANTELLI, GUY	110-02-52204-362-000	HUTCH CABINET	47.92
GRAND TOTAL FOR PERIOD *****					4,120,915.53