

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, November 3, 2014
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

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

- A.1. Request for Special Exception from the 840-square-foot Size Limitation to Construct a 994-square-foot Accessory Structure at 7306 22nd Avenue; Property Owner/ Petitioner: Steve Casey; Zoning: RS-3. (District 8)

TO THE CITY PLAN COMMISSION

- A.2. Petition to rezone properties South of 60th Street and West of Interstate 94 from A-2 Agricultural Land Holding District, TRD-1 Traditional Single and Two-Family Residential District and TRD-2 Traditional Multi-Family Residential District to M-2 Heavy Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance) (Anchor Bank). (District 16)
- A.3. Request to Amend the Conditional Use Permit for 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520 30th Avenue (Gateway Technical College). (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. 13 Operator's (Bartender's) licenses.
 - b. 0 Transfer of Agent Status of Beer and/or Liquor licenses.
 - c. 2 Temporary Class "B" Beer and/or "Class B" Wine licenses.
 - d. 2 Taxi Driver Licenses. **Pg. 1**

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:
- 0 demerit points:
a. Trisha Gritzuk
b. Ashley Altreuther
c. Prince Jones
- 15 demerit points:
d. Lanita Mintz
- 20 demerit points:
e. Stephanie Whipple
- 25 demerit points:
f. Amber Banike
- 30 demerit points:
g. Rachel Smith
- 45 demerit points:
h. Evelyn Brown
(L/P – Ayes 4, Noes 0) **HEARING Pgs. 2-9**
- C.2. Deny applications for new Operator's (Bartender's) licenses based on material police record and false application:
a. Naadia Garcia
b. Amanda Pacheco
(L/P – Ayes 4, Noes 0) **HEARING Pgs. 10-17**
- C.3. Approve application of Jennifer French for a new Taxi Driver's license subject to 45 demerit points. (L/P – Ayes 4, Noes 0) **HEARING Pg. 18**
- C.4. Deny application of David Whitrock for a new Taxi Driver's license based on material police record. (L/P – Ayes 4, Noes 0) **HEARING Pgs. 19-21**
- C.5. Approve application of Matthew Tindall for a new Taxi Driver's license subject to 95 demerit points. (L/P – Ayes 3, Noes 1) **HEARING Pgs. 22-24**
- C.6. Approve application of Ozinga Ready Mix Concrete, Inc. for a Temporary Cement Batch Plant License located at 8020 Green Bay Road. (District 14) (L/P – Ayes 4, Noes 0) **HEARING Pgs. 25-27**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- D.1. Conditional Use Permit for a 60 unit apartment building to be located at 5821 5th Avenue (5th Avenue Lofts). (District 2) (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 28-52**

E. ORDINANCES 1st READING

- E.1. Ordinance by Committee on Public Safety and Welfare - To Amend Section 7.12 C. (of the Code of General Ordinances) by Adding a Stop Sign for Westbound Traffic on 61st Street before Entering the Intersection with 13th Avenue. (District 3) (PSW - Ayes 5, Noes 0) **Pg. 53**
- E.2. Ordinance by Alderperson Jan Michalski - To Repeal and Recreate Section 13.01 Regarding Scrap Salvage Dealers and Scrap Salvage Collectors. (L/P - and PSW – deferred until 11/10/14) **Pgs 54-64**

F. ZONING ORDINANCES 1st READING

- F.1. Ordinance by the City Plan Commission - To Repeal and Recreate the Definition of Community Living Arrangements as defined in Section 12, To Amend, Repeal and Recreate Section 3 (of the Zoning Ordinance) regarding Community Living Arrangements. (CP - Ayes 7, Noes 0) **Pgs. 65-70**
- F.2. Ordinance by the Mayor - To Repeal and Recreate Various Sections (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding Review Authority of the City Plan Commission. (CP - Ayes 8, Noes 0) **Pgs. 71-87**

G. ORDINANCES 2nd READING

H. ZONING ORDINANCES 2nd READING

- H.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 gg. (of the Zoning Ordinance) to Amend the Comprehensive Plan to Include a Master Plan for Pennoyer Park. (District 1) (CP - Ayes 7, Noes 0) **PUBLIC HEARING Pgs. 88-89**
- H.2. Attachment and Zoning District Classification Ordinance by the Mayor - Under Section 66.0307 (Wisconsin Statutes), City of Kenosha/Town of Somers State Approved Cooperative Plan for Parcel #80-4-122-032-0085, South of 60th Street and West of STH 31 (Bleashka). (District 16) **PUBLIC HEARING Pgs. 90-97**

I. RESOLUTIONS

- I.1. Resolution by the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing PK11-001 "Outdoor Rec Plan-Simmons Island" in the Amount of \$58,063 with Outside Funding from Game Time Playground Grant Funding Award in the Amount of \$58,063 for a Net Change of \$0. (Park – Ayes 4, Noes 1; Fin. - recommendation pending) (Deferred 10/20/14) **Pgs. 98-100**

- I.2. Resolution by the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2014 By Increasing PK11-001 "Outdoor Rec Plan-Anderson Park" by \$49,000 and Decreasing PK12-001 "Anderson Pool" by \$18,900 and PK93-004 "Emerald Ash Borer" by \$30,100 for a Net Change of \$0. (Park – Ayes 5, Noes 0; Fin. - recommendation pending) (Deferred 10/20/14) **Pg. 101**
- I.3. Resolution by the Finance Committee – Resolution to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing SW14-002 "Recreational Water Quality Improvements" in 2012 in the Amount of \$445,850 With Outside Funding of \$132,500 and Decreasing SW95-001 "Storm Sewers" in the Amount of \$313,350 for a Net Change of \$0. (SWU – Ayes 4, Noes 0; Fin. - recommendation pending) (Deferred 10/20/14) **Pgs. 102-103**
- I.4. Resolution by Park Commission – Resolution to Adopt the Master Plan for Pennoyer Park. (Park – Ayes 5, Noes 0) **Pgs. 104-106**
- I.5. Resolution by the Board of Water Commissioners – Resolution to place special assessments against benefited parcels of property on the 2014 real estate tax roll for the construction of water/sewer mains, connection/lateral assessments, and delinquent water, sewerage and household hazardous waste bills, etc., in the amount of \$1,805,732.00 (per list on file in the office of the City Clerk). (Board of Water Comm. – Ayes 4, Noes 0) **Pg. 107**
- I.6. Resolution by the Mayor – Resolution to place Special Assessments against Benefited Parcels of Property on the 2014 Real Estate Tax Roll for Delinquent Storm Water Bills in an amount not to exceed \$631,706.55 (per list on file in the office of the City Clerk). (SWU and Fin. – recommendations pending) **Pg. 108**
- I.7. Resolution by the Mayor – Resolution to Amend the Official Map for the City of Kenosha, Wisconsin, To Include the Attachment of Parcel #80-4-122-032-0085, South of 60th Street and West of STH 31 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 (Bleashka). (District 16) (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 109-112**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Reappointments to the Redevelopment Authority, for a term to expire November 15, 2019:
 - a. Alderman Bob Johnson (10902-75th Street, Kenosha)
 - b. John Potente (5919-10th Avenue, Kenosha) **Pg. 113**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Approval of Development Grant Agreement between the City of Kenosha and Emerson Electric Co. d/b/a InSinkErator (T.I.D. #5). (Fin. - recommendation pending) **Pgs. 114-134**
- L.2. Approval of Limited Easement and Agreement By and Between City of Kenosha and Asyst Technologies, LLC. (District 16) (PW – recommendation pending) **Pgs. 135-140**
- L.3. Award of Professional Service Contract for Project 14-1417 Parkway Tree Removal Phase II to Droprite Tree & Landscape LLC (Somers, Wisconsin) in the amount of \$89,000. (Park – Ayes 5, Noes 0; PW – recommendation pending) **Pgs. 141-154**
- L.4. Request from Kenosha Human Development Services for an Extension to their 2013 Community Development Block Grant Subgrantee Agreement. (Fin. - recommendation pending) **Pgs. 155-158**
- L.5. Approve Lease Agreement between City of Kenosha, Wisconsin and SBT Group, LLC #10440. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 159-180**
- L.6. Approve Lease Agreement between City of Kenosha, Wisconsin and Burlington Equity, LLC #10450. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 181-204**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Disbursement Record #19 - \$7,096,086.60. (Fin. - recommendation pending) **Pgs. 205-243**
- M.2. Request to Rescind a Snow Removal Special Assessment in the Amount of \$118.60 for 6618-43rd Avenue (Parcel #02-122-02-182-015); Petitioner/Owner: Elvira Sandine. (District 15) (Fin. - Ayes 3, Noes 2) (Deferred 10/20/14) **HEARING Pgs. 244-249**

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

- P.1. Update on compensation plan study including focused discussion by Carlson Dettmann Consulting on (1) the competitive position the Common Council wishes the City to occupy in the labor market, and (2) the three different methods of pay administration. The Common Council may take action by motion to provide guidance to the consultant on the numbered issues above. Final action on the compensation plan study will be taken at a future meeting. **Pgs. 250-254**

- 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

B.1.	November 3, 2014			NO ADVERSE
a.	BARTENDERS			
	First Name	Last Name	Address	Business Name
1	Charlena	Brown	24812 70 th St, Salem	unknown
2	Dakota	Gapko	6104 68 th St	Speedway
3	Kris	Gullo	805 40 th St	Mickey Angelo's
4	Tracy	Marshall	1625 32 nd Ave	unknown
5	Lakshmi Vara Prasad	Nasika	5830 Margery Dr, #103, Racine	unknown
6	Dawn	Peterson	10660 32 nd Ave, Pl. Prairie	Festival Foods
7	Kristen	Piehl	1553 15 th Ct	unknown
8	Amanda	Roanhaus	8959 Cooper Rd	Walgreens
9	Colin	Robin	624 E. Ogden Ave, #302, Milwaukee	Dickey's BBQ Pit
10	Elena	Ross	5209 83 rd St	Mickey Angelo's
11	Dominic	Schiro	913 Lathrop Ave, Racine	Buffalo Wild Wings
12	Jaela	Smith	11125 11 th Ave, Pl. Prairie	unknown
13	Charlotte	Stine	4103 23 rd Ave	unknown
	TOTAL =	13		
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
	TEMPORARY CLASS "Class B" WINE			
	Event Date	Organization Name	Location of Event	Event
1	12/02/14	Women and Children's Hroizons, Inc.	Gemini Salon & Spa 7435 117th Ave	Holiday Open House and Food Drive
	TEMPORARY CLASS "B" BEER & "Class B" WINE			
	Event Date	Organization Name	Location of Event	Event
2	11/21/14	Gateway Technical College Student Chapter (ASID)	Southport Beach House 7825 1 st Ave	Annual Chair-ity Auction
	TOTAL =	2		
d.	TAXI DRIVERS			
	First Name	Last Name	Address	Business Name
1	Ronald	Kramer	5532 64 th Ave	Keno Cab
2	Walter	Powers Jr	1915 44 th Pl	Keno Cab
	TOTAL =	2		

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/20/2014	Trisha Gritzuk		Valid IL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150768	322 W. Grand Ave., Lake Villa, IL 60046	Puzzle House	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/6/2013	LIQUOR LICENSE VIOLATION	DISMISSED		0

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

BARTENDER License

CIC

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/29/2014	Prince Jones		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150742	3515-48th Street	Pick N Save	1901-63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/24/2012	LICENSE NOT ON PERSON	GUILTY	Y	0
1/22/2013	LICENSE NOT ON PERSON	GUILTY	Y	0

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

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/14/2014	Lanita Mintz		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150762	6606-18th Avenue	Speedway LLC	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
1/22/2010	OPERATING W/O LICENSE	GUILTY	Y	5
2/10/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	15
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	15

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="15"/> 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

BARTENDER License

Police Record Report

C19

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/10/2014	Rachel Smith		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150757	7611-18th Street	Caleo Coffeehouse	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/28/2010	OPERATING WHILE SUSPENDED	GUILTY	Y	10
11/12/2013	POSSESSION OF THC	GUILTY	Y	20

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

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 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

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/29/2014	Evelyn Brown		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150743	1810-52nd Street	Pick N Save	1901-63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/28/2012	OPERATING W/O LICENSE (2ND W/IN 3 YRS)	GUILTY	N	5
3/29/2013	LICENSE NOT ON PERSON	DISPO PENDING	N	0
7/22/2014	BAIL JUMPING	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	25
Were all offenses listed on the application?	N - 20
TOTAL DEMERIT POINTS	45

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT, Subject to 45 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

C2a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/16/2014	Naadia Garcia		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150767	5918-31st Ave, #4	Shenanigan's	

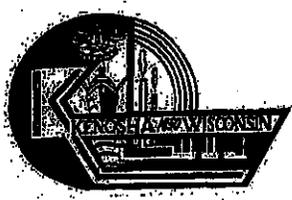
DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/20/2011	OPERATING W/O LICENSE (2ND W/IN 3 YRS)	GUILTY	Y	5
5/10/2011	STOLEN PROPERTY, RECEIVE (<=\$2500)	GUILTY	Y	20
7/4/2011	RETAIL THEFT \$1-49	GUILTY	N	10
12/17/2012	VANDALISM/RESIDENCE	GUILTY	Y	20
2/20/2010	DRUG/POSSESS MARIJUANA	GUILTY	N	20
11/9/2011	NO VALID DL	GUILTY	Y	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	85	
Were all offenses listed on the application?	N - 20	
TOTAL DEMERIT POINTS	105	

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 C2a



OPERATOR'S (BARTENDER) LICENSE

FILED	<u>10/17/14</u>
INITIALS	<u>[Signature]</u>
ADVERSE/NO ADV	
LP	
CC	

Typewriter Fee: \$75.00

RECEIVED

OCT 17 2014

CITY OF KENOSHA
CITY CLERK-TREASURER

Beverage Course Completed
 HOLD for Beverage Course

License # N150767
 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, 2016. (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: GARCIA First Name: NAADIA MI: E
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: (262) 484-3199

Home Address: 5918 31st AVE #4 Kenosha WI 53144
CITY STATE ZIP

Email: Naadia420@gmail.com
 (correspondence will be via email if address is given)

Driver's License or State ID Number WI _____
STATE NUMBER

Name of Business Where License will be used Shenanigans
 (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:
P.S.P., 2010, misd. sentenced completed.
Bail jumping, 2011, dismissed - read in.
Criminal damage, 2012, misd. time served.

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:
for both my misd. I did sit in county jail

-OVER-

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

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:
I recieved 2 tickets for driving my vehical with suspended plates in 2014 and driving w/o licenced driver, 1 set belt.

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:
N/A

7. List all addresses at which you have lived in the past five (5) years:
5915 18th AVE Kenosha WI
5918 31st AVE Kenosha WI

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: Naadia Garcia Date: 10-16-14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office NG
(Applicant's Initials)

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/16/2014	Amanda Pacheco		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150769	5114-24th Avenue	Stein BP	

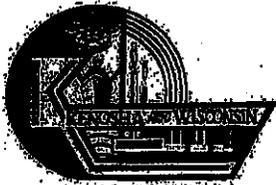
DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/25/2009	OPERATING WHILE INTOXICATED	GUILTY	Y	>5 Yrs. N/A
10/25/2009	OPERATING WHILE SUSPENDED	GUILTY	N	N/A
10/25/2009	IMPLIED CONSENT	GUILTY	N	N/A
1/1/2010	UNDERAGE LIQUOR VIOLATION	GUILTY	N	20
1/1/2010	DISORDERLY CONDUCT	DISPO PENDING	N	10
1/1/2010	RESISTING/OBSTRUCT OFFICER	DISPO PENDING	N	25
1/29/2010	OPERATING AFTER REVOCATION	GUILTY	Y	10
5/2/2010	AGGRAVATED ASSAULT/OTHER WEAPON	GUILTY-REDUCED CHARGE	Y	20
5/3/2010	DISORDERLY CONDUCT	GUILTY	N	20
8/17/2013	OPERATING WHILE REVOKED (DUE TO ALC/CONTR SUBST/REFUSAL)	GUILTY	Y	10
8/17/2013	BLOOD ALCOHOL CONTENT (2ND)	DISMISSED	Y	N/A
8/17/2013	OPERATING WHILE INTOXICATED (2ND)	GUILTY	Y	80
2/13/2014	RETAIL THEFT (<=\$500)	DISPO PENDING	N	20
2/13/2014	CONTEMPT,BAIL JUMPING	DISMISSED	N	N/A

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	215	
Were all offenses listed on the application?	N - 20	
TOTAL DEMERIT POINTS	235	

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



OPERATOR'S (BARTENDER) LICENSE

Type: 217 Fee: \$75.00

FILED	<u>10-20-14</u>
INITIALS	<u>RS</u>
ADVERSE/NO ADV	
LP	
CC	

Beverage Course Completed
 HOLD for Beverage Course

License # W150769
 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, _____. (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: Pacheco First Name: Amanda MI: R
 (NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: F Phone: 262-705-4222

Home Address: 5114 24 ave Kenosha WI 53140
CITY STATE ZIP

Email: amanda.pacheco1568@yahoo.com
 (correspondence will be via email if address is given)

Driver's License or State ID Number WI _____
STATE NUMBER

Name of Business Where License will be used Stein BP
 (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:
I have misdemeanors on my record.
2013 - DUI - 2yr suspension and 60 days in jail.
2007 - DUI - A ticket for 2013 & 2011 battery - served time in jail.

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

-OVER-

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

Yes No If yes, explain:

yes I have due to tickets that I got that required my license to get suspended & revoked.

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:

I have. I got a driving under suspended a couple years back.

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:

NO I have not.

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:

Stein BP = Current. Hwy 50 & 194
Arbys = Hwy 50 & 1-94

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

5114 25th ave. Kenosha WI 53140
4908 43rd St Kenosha WI 53141
5139 18 ave. Kenosha WI 53140

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: Amanda R. Pacheco

Date: 10/16/2014

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office

AP
(Applicant's Initials)

Pacheco, Amanda

C2b

To whom it may concern.

Hello my name is
Amanda Pacheco. I understand
that may record my look.
harmful, and bad. I have my
mistakes in my life for
which I payed for. I also
took classes and groups
to better inform my self
of the dangers. I need
this license to keep my
job so I can serve a kind
Due to me taking classes
and groups I am will
aware what to do and
what not to do. IF you
have any questions or
Back →

C2b

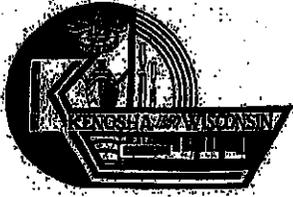
concerns about my case.
Please feel free to give
me a call @ 262-705-4222

Thank you

*Amayada
Rutheco*

5829B-006

C4



TAXI DRIVER'S LICENSE

Type: 144 Fee: \$30.00

FILED	9-24-14
INITIALS	RS
ADVERSE/NO ADV	
LP	
CC	

Expires: April 30, 2015

License # N15 6031

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

Last Name: Whitrock First Name: David MI: J
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 608 339 1458

Home Address: 7221 122av 53142 ROOM 305

City/State/Zip: Kenosha / WI

Email: dwhitrock@yahoo.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 Kenosha Cab

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
armed robbery, 1980, convicted

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:

1980 armed robbery conviction

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

WI, in 1981, I think, speeding, suspended then revoked for driving on suspended license

-OVER-

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:
NONE

7. List all addresses at which you have lived in the past five (5) years:
1395 S. Cumberland Lane, Friendship WI (13 yrs) 53934

8. 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.

I also certify that:

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

Applicant's Signature: [Signature] Date: 9-24-14

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office D.J.W
(Applicant's Initials)

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

Police Record Report

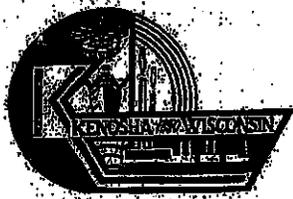
APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/10/2014	Matthew Tindall		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N150036	2414-52nd Street	Keno Cab	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/3/2010	DRIVING OVER WALK	GUILTY	N	20
3/14/2010	ILLEGAL TURN	GUILTY	N	20
12/18/2010	SPEEDING (1-10 OVER)	GUILTY	N	20
2/25/2011	IMPRUDENT SPEED	GUILTY	N	20
12/29/2011	TOO FAST FOR CONDITIONS	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	100	
Were all offenses listed on the application?	N - 25	
TOTAL DEMERIT POINTS	125	

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



TAXI DRIVER'S LICENSE

Type: 144 Fee: \$30.00

FILED	10-10-14
INITIALS	ZS
ADVERSE/NO ADV	
LP	
CC	

Expires: April 30, 2015

License # N-150035

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

Last Name: Tindall First Name: Matthew MI: E.
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: 262-344-7796

Home Address: 2414 52nd St.

City/State/Zip: Kenosha WI 53140

Email: _____ (correspondence will be via email if address is given)

Driver's License or State ID Number Wi _____
STATE NUMBER

Name of Business Where License will be used Keno Cab

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

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

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

-OVER-

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

failure of control of vehicle, 2011,
paid ticket.

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:

Midwest Copier Exchange - 3300 Washington Waukegan
ARCOA - 345 Lakewood Waukegan

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

2414 52nd St. Kenosha, 6021 18th Ave. Kenosha

8. 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.

I also certify that:

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

Applicant's Signature: [Signature] Date: _____

I have received a copy of the NOTICE pertaining to LICENSE/PERMIT APPLICATIONS from the City Clerk's Office [Signature]
(Applicant's initials)

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

E-MAILED OCT 16 REC'D



TEMPORARY CEMENT BATCH PLANT
City of Kenosha Ordinance 13.015

Type: 234 Fee: \$50.00

Expires: December 31, 2014

FILED	<u>10/16</u>
INITIALS	<u>mm</u>
ADVERSE/NO ADV	<u>?</u>
LP	<u>10/27</u>
CC	<u>11/3</u>
HEALTH	_____
CDI	_____
PP TAX	_____

Licensee Name: OZINGA Ready Mix Concrete Inc. District # 14

Trade Name: OZINGA

Address of Plant: 8020 Greenbay Road Kenosha WI 53142

Phone Number: 815-378-6932 Email: ritchdembinsky@ozinga.com

If Individual: list home address, phone number, & date of birth:

If Partnership or Corporation:

list name, home address, phone number, & date of birth of all partners/members:

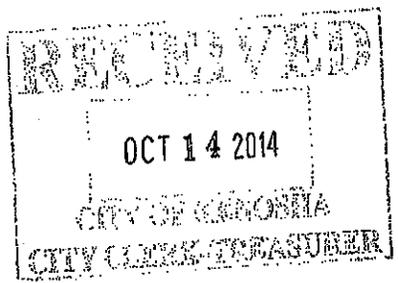
Ozinga Ready Mix Concrete Inc.
19001 Old LaGrange Road Suite 300
Mokena, IL 60448

Please See ATTACHED LIST

(Individual/Partner/Member) _____ Date _____

[Signature] _____ 10/14/14
(Partner/Member) _____ Date _____

RITCH DEMBINSKY



C6

Zimbra

mnelson@kenosha.org

RE: City of Kenosha - Ozinga

From : Toni Jendras <ToniJendras@ozinga.com> Wed, Oct 15, 2014 09:02 AM
Subject : RE: City of Kenosha - Ozinga
To : Michelle Nelson <mnelson@kenosha.org>

Justin Ozinga -
Jeffrey Ozinga -
Barry N. Voorn -
Donald L. Van Dyk -
Ritch Dembinsky -

Toni Jendras I Legal Assistant

Ozinga Bros., Inc. I www.ozinga.com

Suite 300 I 19001 Old LaGrange Road I Mokena, Illinois 60448

T 708.326.4210 I F 708.326.4211 I tonijendras@ozinga.com

This e-mail transmission contains information that is confidential and may be privileged. It is intended only for the addressee(s) named above. If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this information is prohibited. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please erase it from your computer system. Your assistance in correcting this error is appreciated.

From: Michelle Nelson [<mailto:mnelson@kenosha.org>]

Sent: Wednesday, October 15, 2014 8:41 AM

To: Jendras, Toni

Cc: Dembinsky, Ritch

Subject: Re: City of Kenosha - Ozinga

Good Morning,

The date of birth of each member of the corporation is a required piece of information in order to process the application. The Police Department is required to perform a background check on each member. Upon receipt of that information, I will process the application.

If additional information is required, feel free to email or call me.

Michelle Nelson

Information Coordinator
City Clerk's Office
625 52nd St. Room 105
Kenosha, WI 53140
262.653.4271

From: "Toni Jendras" <ToniJendras@ozinga.com>
To: mnelson@kenosha.org
Cc: "Ritch Dembinsky" <ritchdembinsky@ozinga.com>
Sent: Wednesday, October 15, 2014 8:09:34 AM
Subject: City of Kenosha - Ozinga

Michelle,

In response to your request regarding Ozinga Ready Mix Concrete, Inc. -

Justin Ozinga – 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 –
708-478-2830
Jeffrey Ozinga – 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 –
708-478-2810
Donald L. Van Dyk – 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 –
708-326-4250
Barry N. Voorn – 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 –
708-326-4210

Please be advised we will not provide home addresses for security reasons.

We trust the above information will be sufficient. Please feel free to contact me should you have any questions.

Thank you,

Toni Jendras I Legal Assistant
Ozinga Bros., Inc. I www.ozinga.com
Suite 300 I 19001 Old LaGrange Road I Mokena, Illinois 60448
T 708.326.4210 I F 708.326.4211 I tonijendras@ozinga.com

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Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 23, 2014	Item 2
Conditional Use Permit for a 60 unit apartment building to be located at 5821 5th Avenue. (5th Avenue Lofts) (District #2) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 5821 5th Avenue Zoned: B-4 Mixed Use District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Jenkins, has been notified. The Common Council is the final review authority.

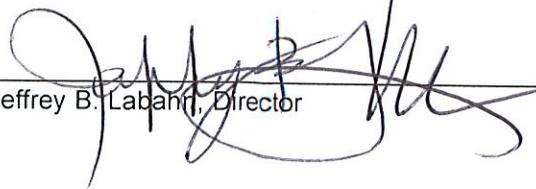
ANALYSIS:

- The applicant proposes to construct a 5-story, 60-unit apartment building on the former Wells Manufacturing property at 5821 5th Avenue. The existing vacant industrial building would be razed and the site cleaned up to allow for the new construction.
- Forty (40) of the sixty (60) apartment units would be classified as WHEDA tax-credit affordable housing units. The other twenty (20) units will be market rate units. The development must provide sixty (60) off-street spaces. The layout, as submitted, does not comply with City Ordinances.
- The exterior building materials are stone and cement board siding.
- This project is part of potentially a three-phase development. The Concept Plan that was approved when this property was rezoned to B-4 Mixed Use District included a forty-eight (48) unit market rate apartment on the south end of this block and a forty-two (42) unit market rate apartment on the property on the east of 4th Avenue, also owned by the applicant.
- A Developer's Agreement will be required that will include a requirement that the applicant resurface 4th Avenue from 58th Street to 59th Street. Currently, the pavement edge is at the right-of way line on the west side of 4th Avenue. The applicant is proposing to construct a grass lawn park area, sidewalk and new curb in the existing 4th Avenue right-of-way. The rest of the pavement will be resurfaced. That Developer's Agreement is being prepared and will be on a future agenda.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

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


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labarr, Director

/u2/acct/cp/ckays/1CPC/2014/OCT23/2Fact-cup-5ave.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission Conditions of Approval	Fifth Avenue Lofts 5821 5th Avenue	October 23, 2014
------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------	--------------------------------------------------------	------------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Raze, Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Fifth Avenue Lofts 5821 5th Avenue	October 23, 2014
------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	--------------------------------------------------------	------------------

- l. Compliance with the Operational Plan.
- m. The entirety of the Wells building shall be razed prior to the issuance of any Construction permits.
- 2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
 - a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated September 24, 2014.
 - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated September 4, 2014.
 - c. An Operational Plan shall be submitted indicating construction commencement and completion dates, management and operational control, Deed Restrictions (if any) and By Laws or Property Owner's Association Articles of Incorporation.
 - d. The lawn park areas must be landscaped in accordance with the Zoning Ordinance. The existing trees will probably be destroyed or damaged during demolition of the existing structure. The grass in the lawn park area will be damaged. The Plan shall indicated that the lawn park areas will be restored.
 - e. The Site Plan shall include dimensioned exterior wall measurements for the building footprint.
 - f. The Fire Protection Plan shall include:
 - i. A remote Fire Department Connection.
 - ii. A standpipe system to be included in the sprinkler system.
 - iii. An alarm system to be installed per code including a command post.
 - g. The Building Plan must be revised to show compliance with the Vision Clearance Triangle at the driveway onto 4th Avenue. The Site Plan must also indicate what the "T" symbol with square around it is. Whatever this items is, if it is taller than three (3') feet, it shall be removed from the Vision Clearance Triangle.
 - h. A Construction Phasing Plan shall be submitted that shall include the construction staging area location.
 - i. A Developer's Agreement shall be approved and executed prior to the issuance of a Footings and Foundation Permit.
 - j. A letter shall be submitted for the file that indicates that the project will not seek a tax-exempt status.
 - k. The Site Plan shall show that the sidewalk around the entire block shall either be fully installed, repaired or replaced before a final Occupancy Permit is approved for Phase One.



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER
 PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT
 FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT
 WASTE DIVISION
 ROCKY BEDNAR
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E.
 Director of Public Works

Shelly Billingsley, P.E.
 City Engineer

Shelly Billingsley
 9-26-14



DATE: September 24, 2014
SUBJECT: PLAN REVIEW COMMENTS
Project Description: 5th Avenue Lofts
Location: 5821 5th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width		X	
Parking Lot Layout		X	
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking		X	
Driveway Locations		X	
Driveway Width		X	
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate		X	
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width		X	
Pavement Thickness Design		X	
Established Grades		X	
Plan Details		X	
Sidewalks		X	
Street Lights		X	

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention		X	
Drainage Calculations		X	

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)		X	
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required	?		
Erosion Control Required	X		
State Permit Required	X		

Grading & Drainage Comments:

1. On sheet C-4.0 it states that the parcel is 1.11 acres and the disturbed area will be 0.83 acres. From the plans it appears that the entire parcel will be disturbed. Show a limits of disturbance line on the plans to show what is proposed to be disturbed.
2. If project is to disturb more than one acre then a stormwater permit is required. The disturbed area will be subject to the City's post-construction stormwater requirements for a redevelopment site which include a 40% total suspended solids reduction. If the current phase of the development involves less than one acre of disturbance then no post construction stormwater requirements would have to be met now, but when the next phase is constructed the requirements would have to be met for both phases. It is recommended that the current plan be designed to accommodate this so that phase 1 improvements would not need to be redone in future phases.
3. Provide storm sewer sizing calculations.
4. Storm manhole 1 is called out on sheet C-6.0 as a doghouse manhole. This should be a standard type A manhole per the City's standard detail.

5. Proposed grading plan calls for lot 2 to be graded so that runoff is directed over the sidewalk in the southeast corner of the lot. Install a catch basin in this corner of the lot and direct runoff to the catch basin so runoff does not drain over the sidewalk.
6. Proposed grading plan shows some water from lot 2 being drained onto lot 1 and being collected by catch basin 2.1. If runoff from lot 2 is to be drained onto lot 1 then a drainage easement will be required between the two lots.
7. Provide more detailed plans on the inlet relocation and storm sewer work within 4th Avenue.

Traffic Comments:

8. New sidewalk around entire block.
9. First floor garage parking stall dimensions to be per ordinance table 1 and 2 in section V page 40-41.
10. Remove existing unused approaches and replace with full head curb.
11. East side of 4th Av remove unused approaches and gravel and replace with new sidewalk.
12. Conduct Phase I Report and remediate any identified areas.
13. Install no parking signs on west side of 4th Av.
14. Wheel stops missing on parking stalls.
15. With 105 bedrooms in development, only 60 parking stalls seems inadequate
16. One handicap stall for every 25 stalls, with only 2 shown on plan need one more handicap parking stall.
17. In surface parking lot, west most parking stall may require driver to back entirely out of lot and into street.
18. Where is trash truck supposed to park to load trash from trash room?
19. Manhole adjustments should be made using rings not bricks.
20. Reconstruct 4th Av pavement curb to curb not just 11 feet.
21. Sheets C 9 through STD 10 missing from submittal.

cc: **Jeff Hansen**
Shelly Billingsley
Greg Holverson
Kile Kuhlmeier
Gerard Koehler
Anthony Stupar
Chase Kuffel

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 4, 2014

Subject: 5th Avenue Lofts

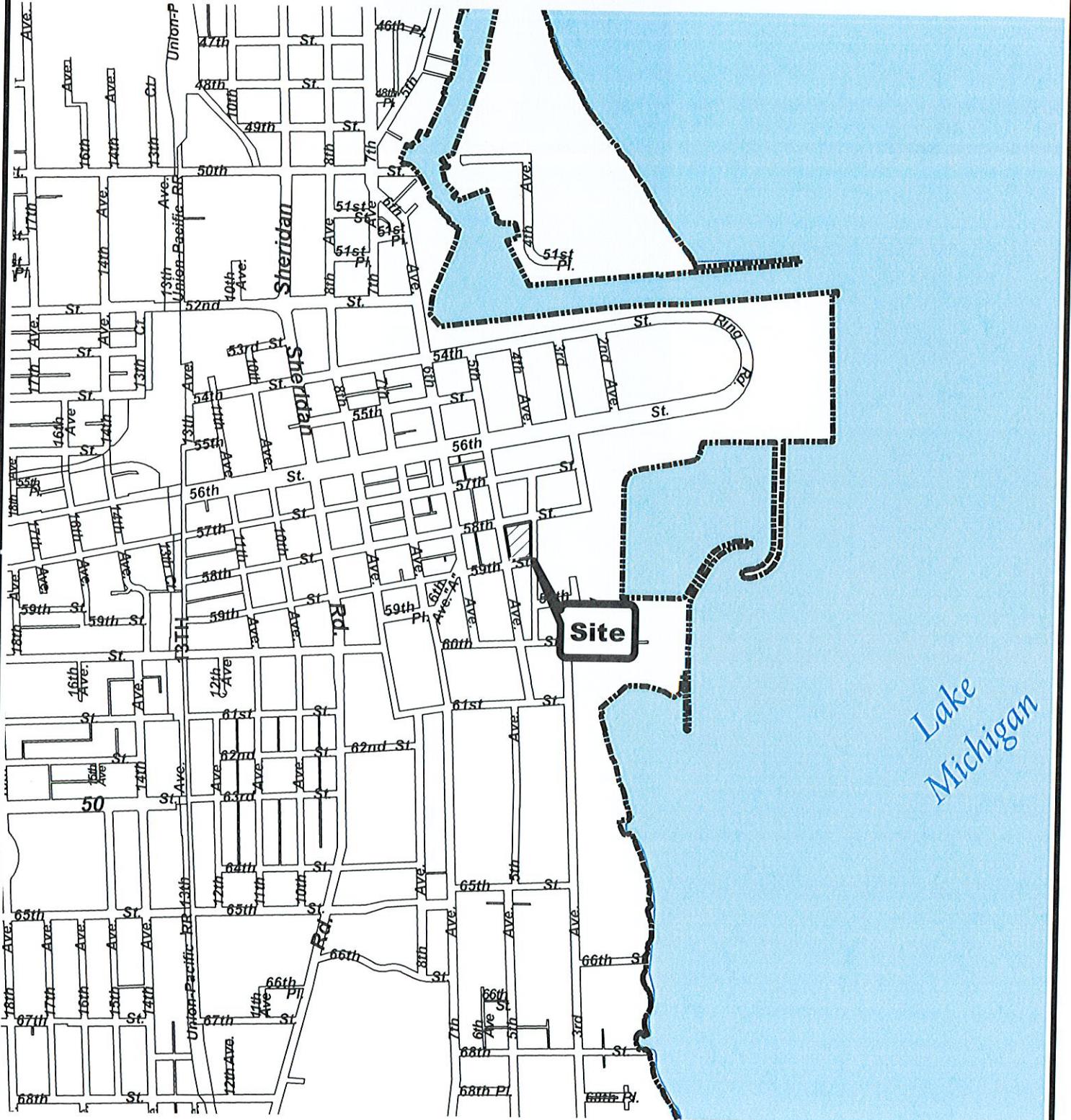
Location: 5821 5th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. The plans provided were not to a discernible scale, making a detailed review difficult. Plans printed to scale shall be provided with the resubmittal.
2. Show the water meter size and location, including a detail or diagram, on the construction plans, not with the MEP submittal. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a valve, preferably a ball valve, on the inlet and outlet pipe.
3. Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with Rule 06-34 of the Kenosha Water Utility Rules and Regulations.
4. KWU will need to inspect the existing water and sanitary sewer service removals or abandonments.
5. The water service connection will require a tapping sleeve and valve, to be provided by KWU. As the tapping valve is greater than ten feet (10') from the property line, an additional valve will be required between the curb & gutter and the sidewalk in accordance with Rule 06-03 of the Kenosha Water Utility Rules and Regulations. This second valve will function as the service valve for the development.
6. Please note that the water service connection will require a deposit of \$1,800.00 which must be paid prior to scheduling the connection.

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

City of Kenosha
Vicinity Map
5th Avenue Lofts CUP



Lake Michigan

----- Municipal Boundary



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

MAILING INFORMATION

NAME OF PROJECT: 5th Avenue Lofts

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]: Bear Development S.R. Mills 4011 80th Street Kenosha, WI 53142	Phone: <u>(262) 842-0452</u> Fax: <u>(262) 842-0453</u> E-Mail: <u>smills@beardevelopment.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: Knothe & Bruce Kevin Burow 7601 University Avenue Middleton, WI 53562	Phone: <u>(608) 836-3690</u> Fax: _____ E-Mail: <u>kburow@knothebruce.com</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: 5TH AVENUE LOFTS, LLC S.R. Mills 4011 80th Street Kenosha, WI 53142	Phone: <u>(262) 842-0452</u> Fax: <u>(262) 842-0453</u> E-Mail: <u>smills@beardevelopment.com</u>

PROJECT LOCATION

Location of Development (street address and / or parcel number): 5821 5th Avenue (Part of Parcel # 12-223-31-487-003)
(Southeast corner of 5th Avenue & 58th Street)

TYPE OF LAND DEVELOPMENT

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

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

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

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

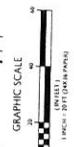
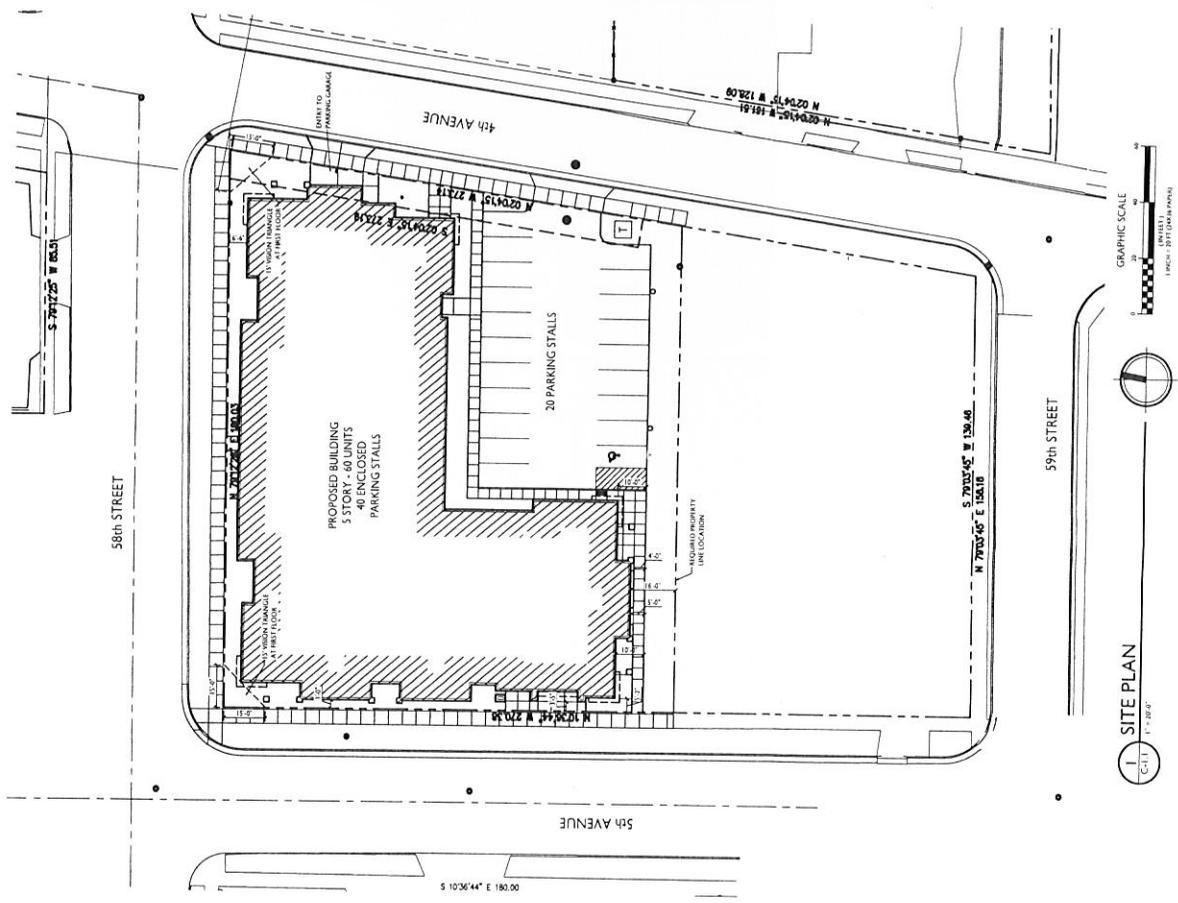
Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

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

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>83,323 SF (68,307 residential SF) new construction</u> Existing Building Size: <u>approximately 36,031 to be demolished for 5th Ave Lofts project</u> Site Size: <u>Lot 1: 28,352 SF (~ 65 acres) for 5th Avenue Lofts project</u> Current # of Employees <u>0</u> Anticipated # of New Employees <u>2</u> Anticipated Value of Improvements <u>\$6,500,000</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> forty (40) 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:	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
	<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:	➤ 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 			
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:				
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 			



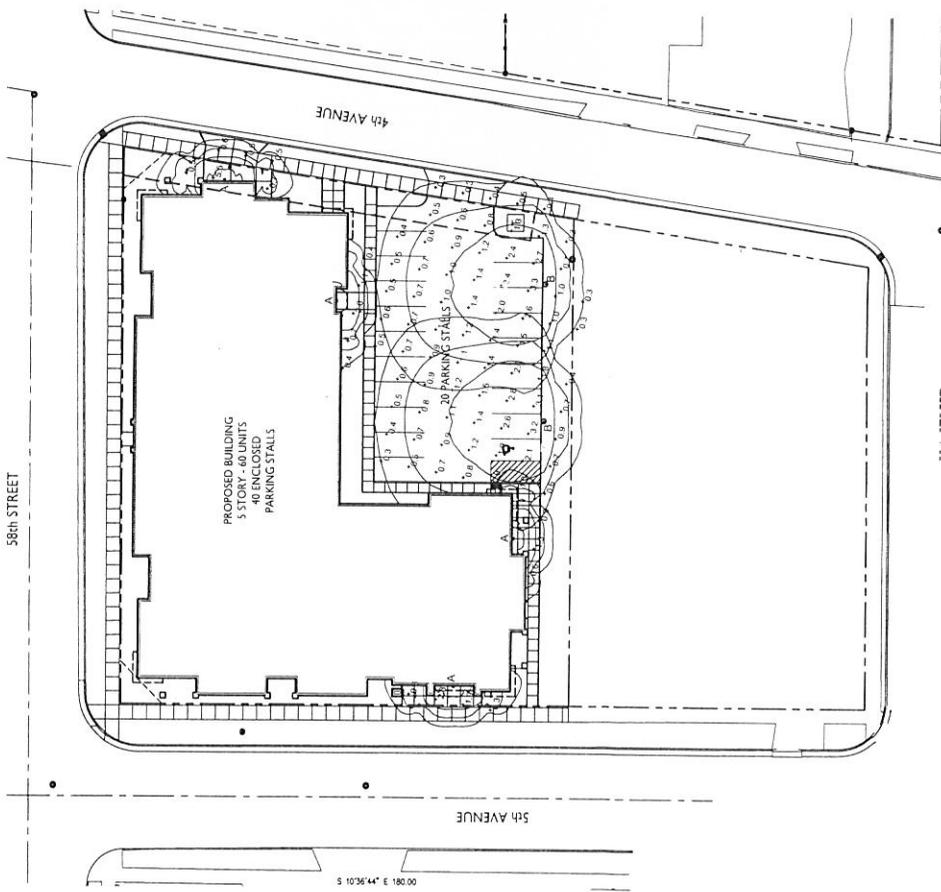
1 SITE PLAN
 C-1.1
 1" = 20' 0"

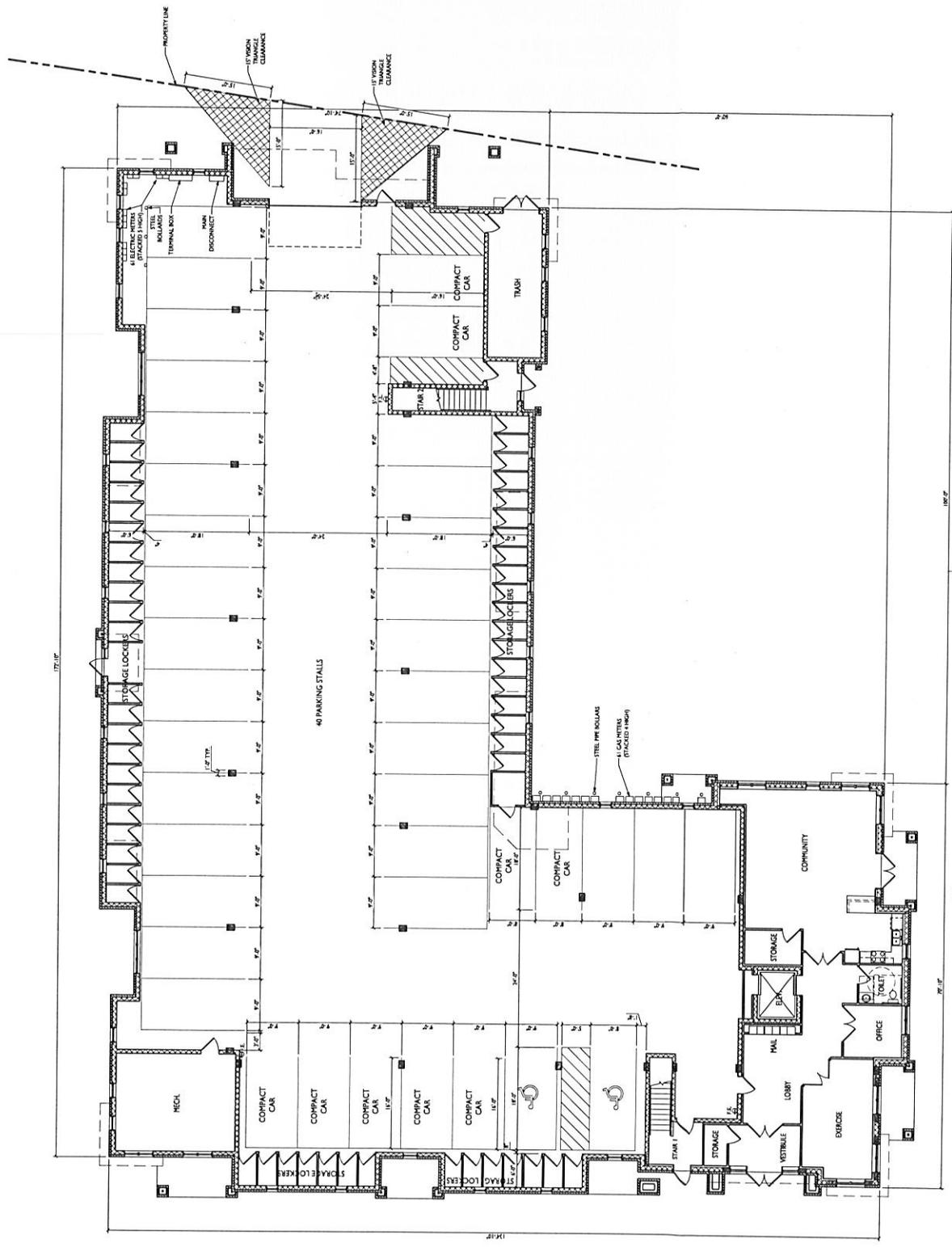
LIGHTING SCHEDULE

Symbol	Label	Qty	Manufacturer	Control System	Notes	Height	Beam	Mounting
□ A	•	1	RECESSED LIGHTING	0-10V DIMMING	SECURITY LIGHT	10 FT	120°	RECESSED
○ B	○	1	RECESSED LIGHTING	0-10V DIMMING	RECESSED LIGHT	10 FT	120°	RECESSED

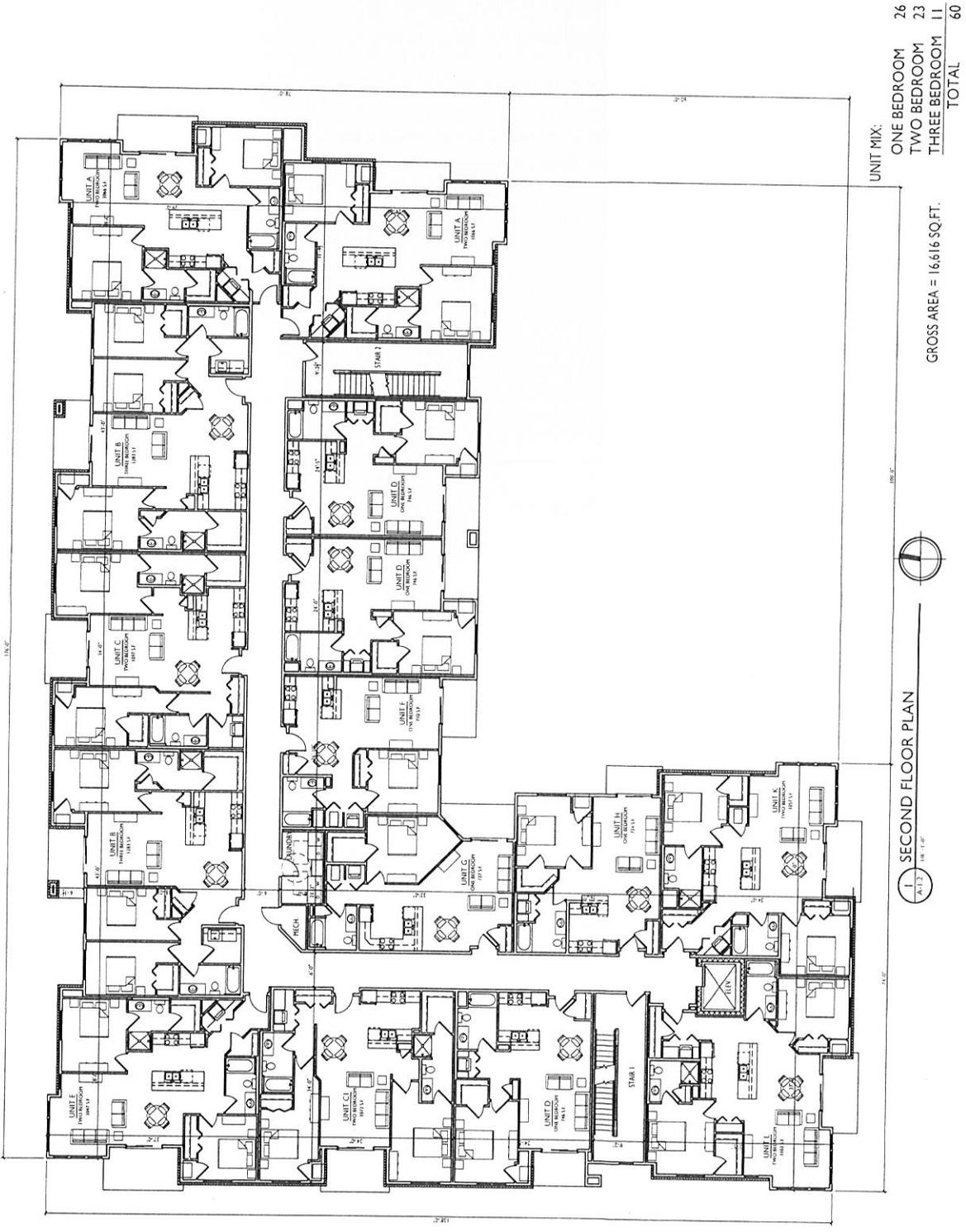
LIGHTING STATISTICS

Description	Symbol	Qty	Watt	Watt	Watt	Watt
Recessed Light (1000lm)	□ A	1	12.0	12.0	12.0	12.0
Recessed Light (1000lm)	○ B	1	12.0	12.0	12.0	12.0
Parking Garage Entry						





1 FIRST FLOOR PLAN
 (A-1.1) 1/8"=1'-0"



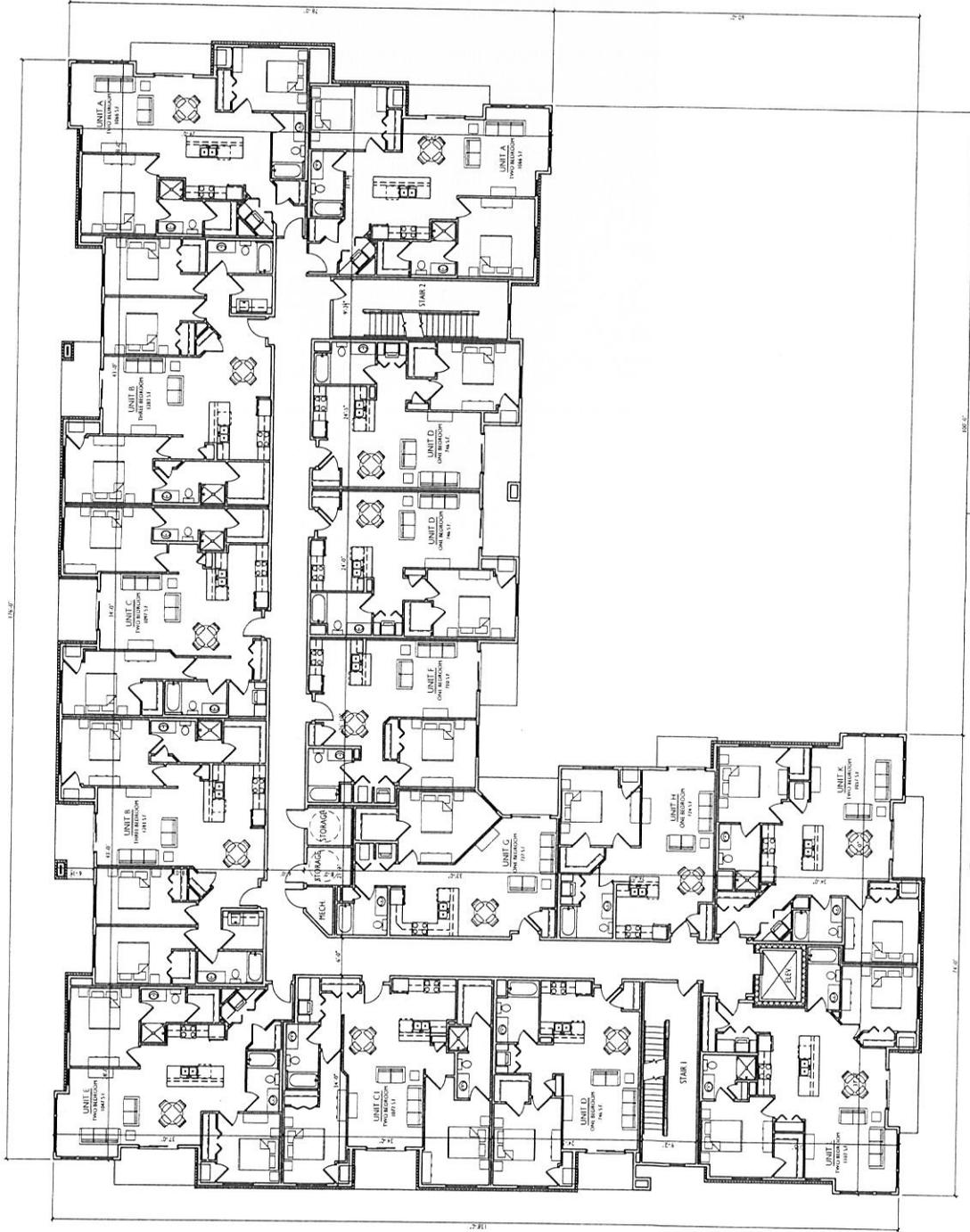
UNIT MIX:

ONE BEDROOM	26
TWO BEDROOM	23
THREE BEDROOM	11
TOTAL	60

GROSS AREA = 16,616 SQ.FT.

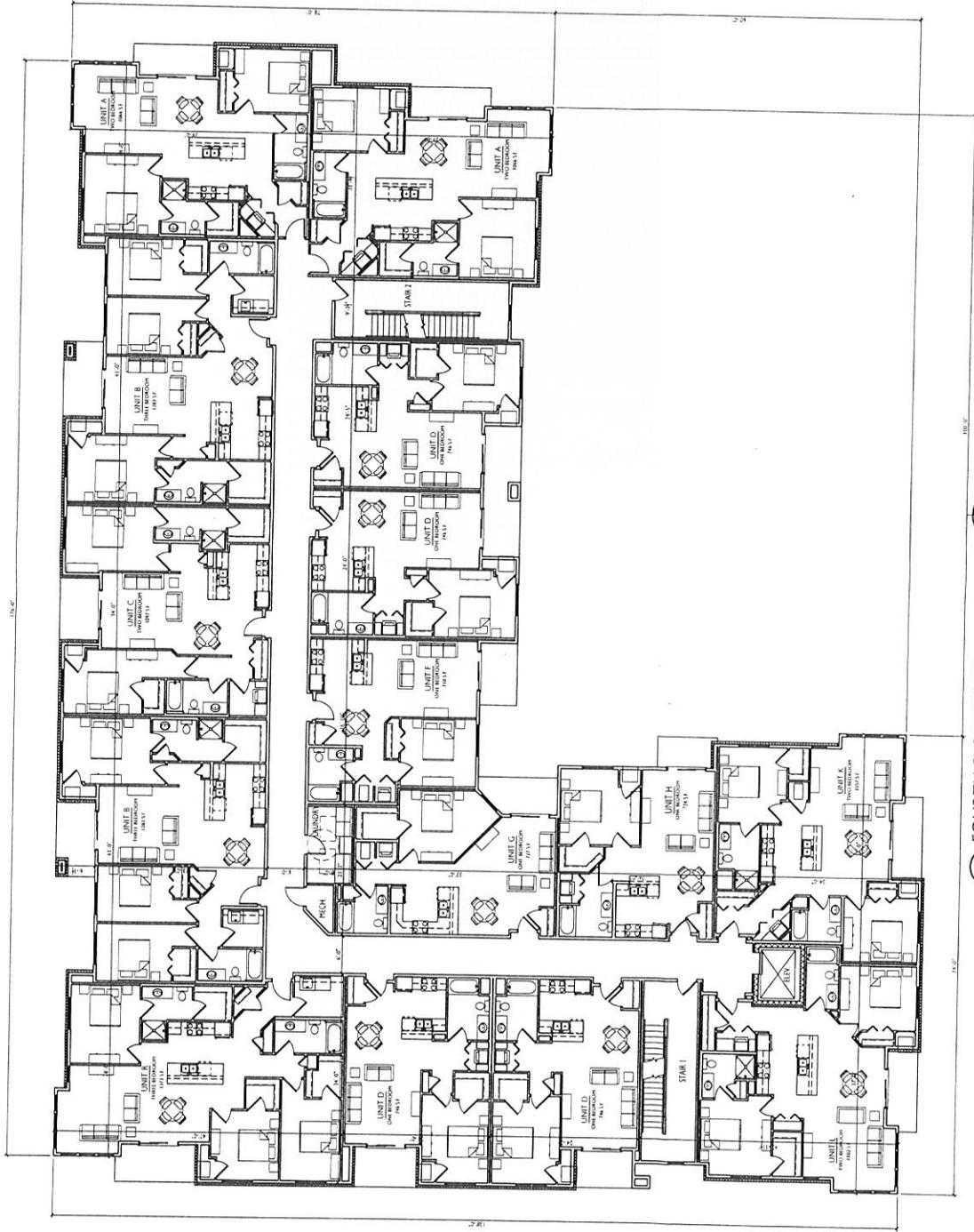


1 SECOND FLOOR PLAN



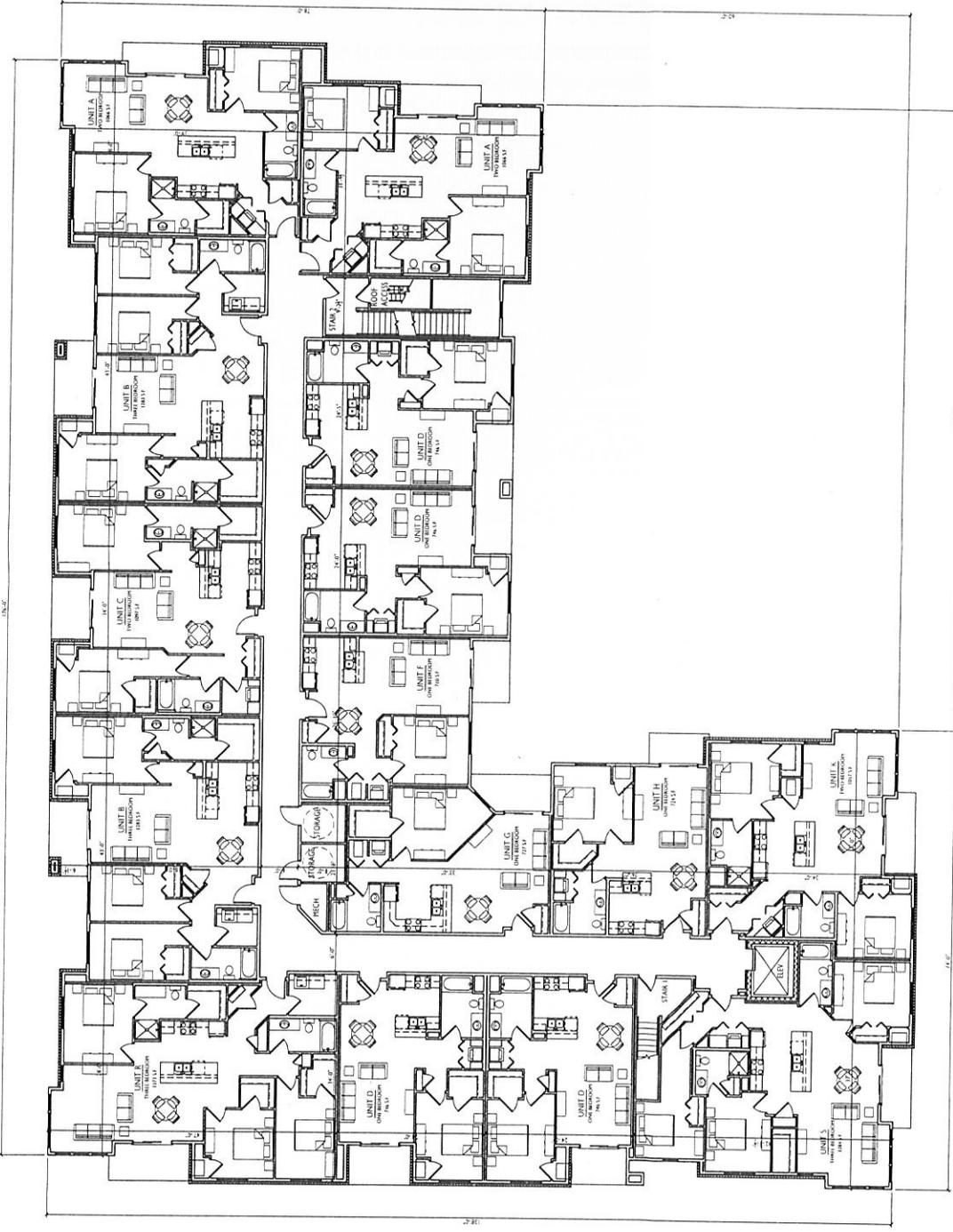
1 THIRD FLOOR PLAN
 1/8" = 1'-0"

GROSS AREA = 16,616 SQ.FT.



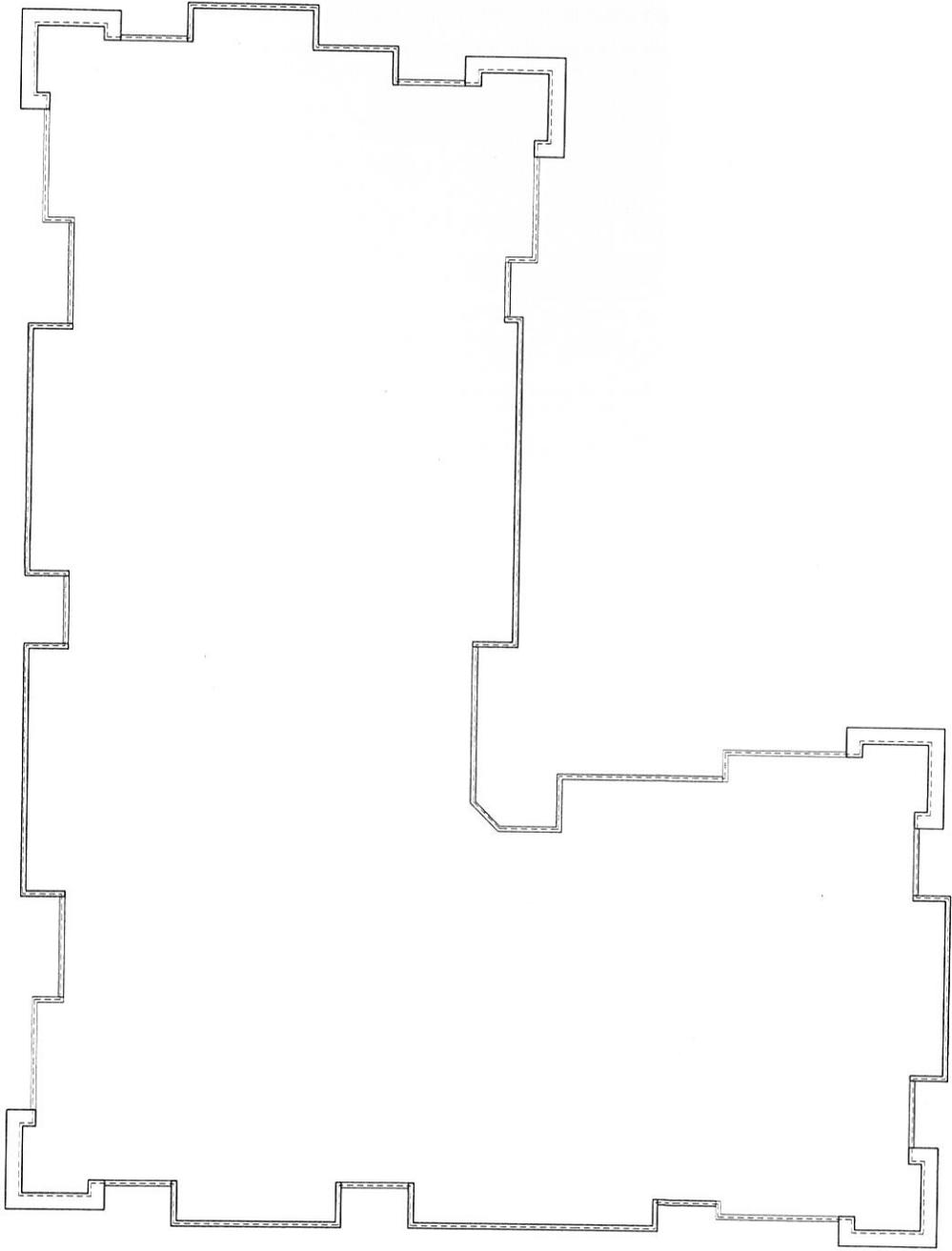
1 FOURTH FLOOR PLAN
 A-1.4 1/8" = 1'-0"

GROSS AREA = 16,616 SQ.FT.

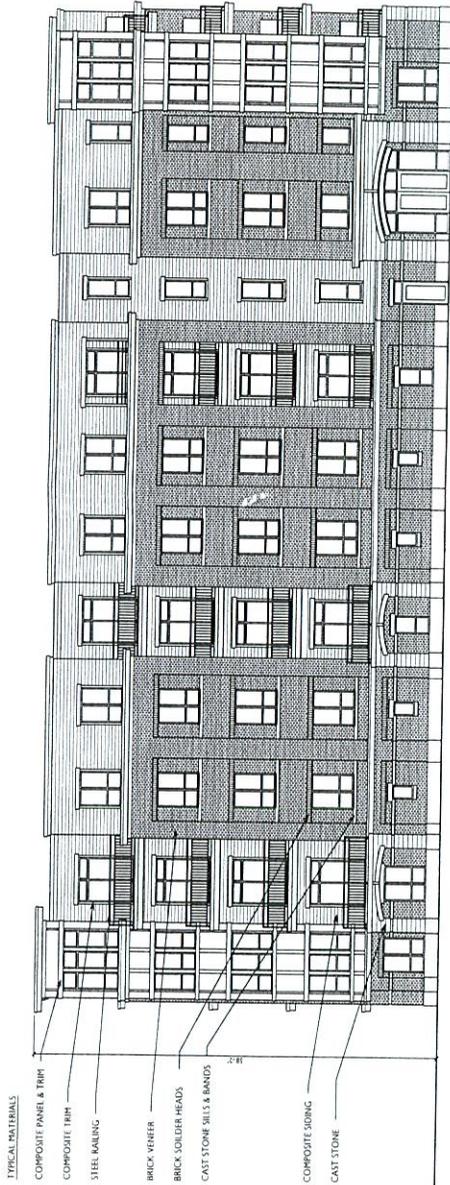


1. FIFTH FLOOR PLAN
 8'-1.5" 1/8" = 1'-0"

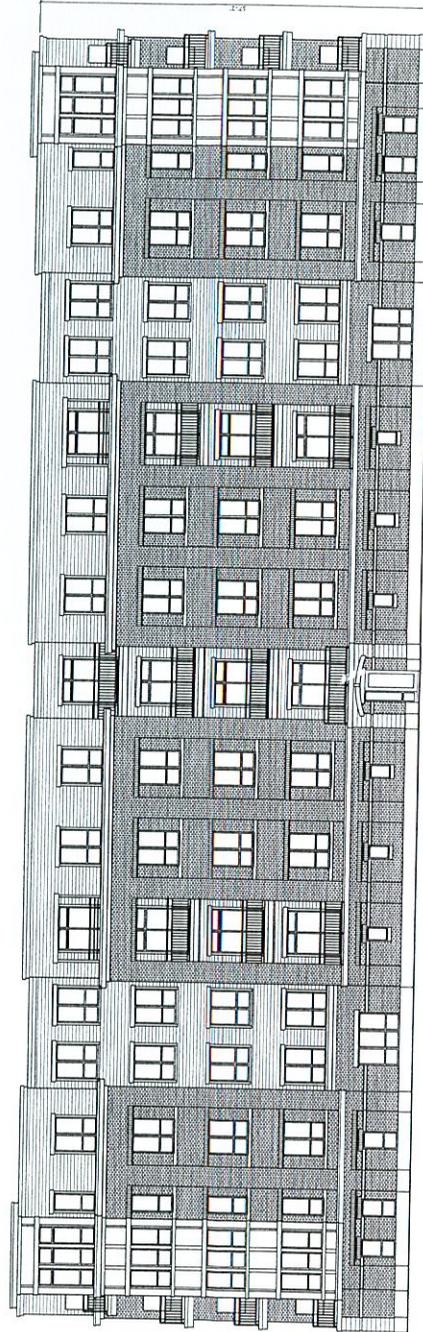
GROSS AREA = 16,616 SQ. FT.



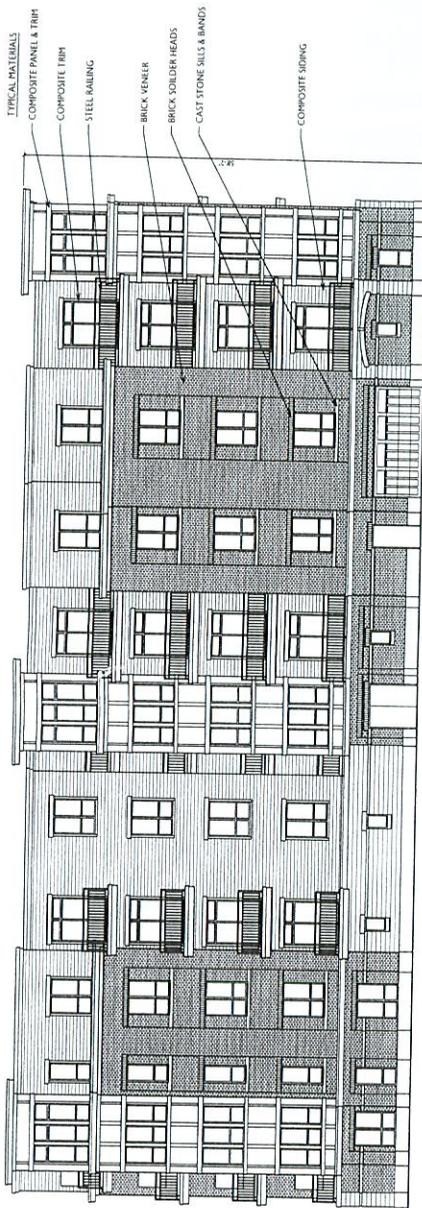
1 ROOF PLAN
A-1.6 (8/18/14)



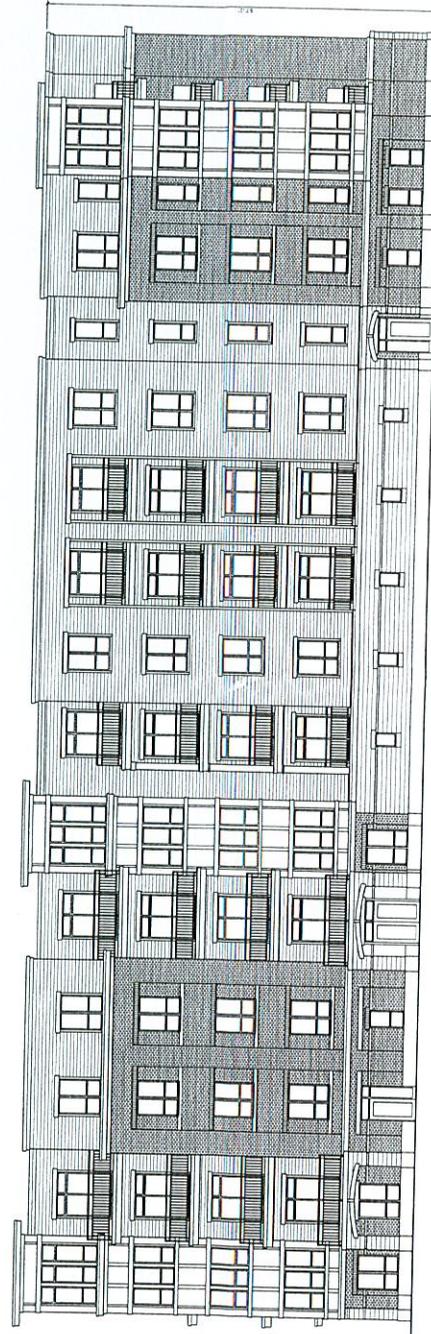
1 WEST ELEVATION
 1/8" = 1'-0"



2 NORTH ELEVATION
 1/8" = 1'-0"



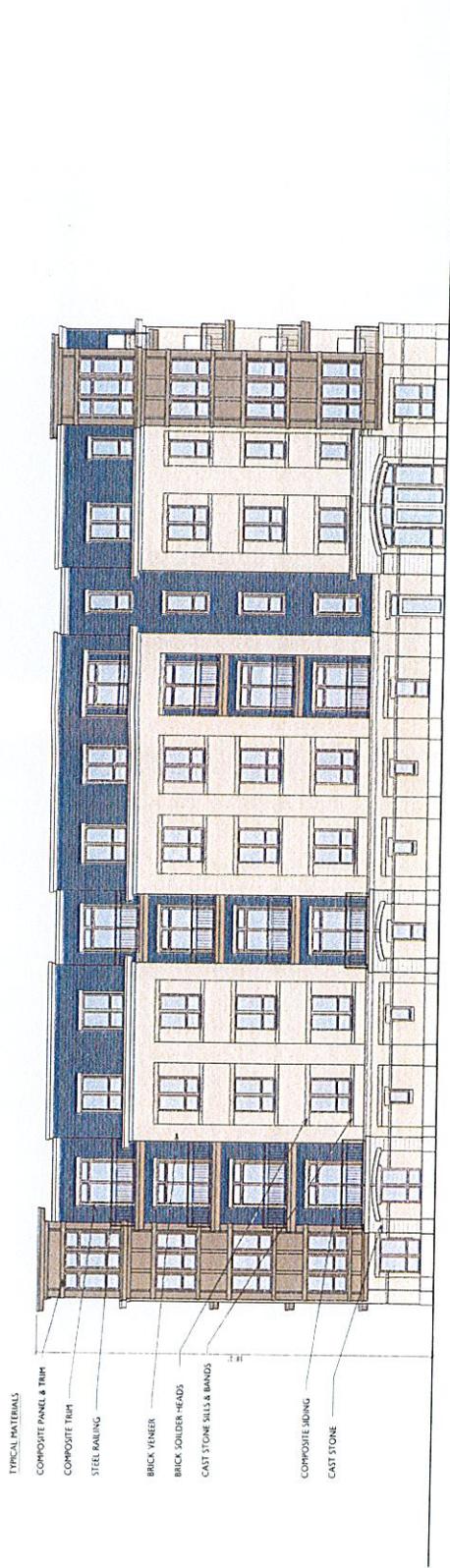
1 EAST ELEVATION
 18'-11 1/2"



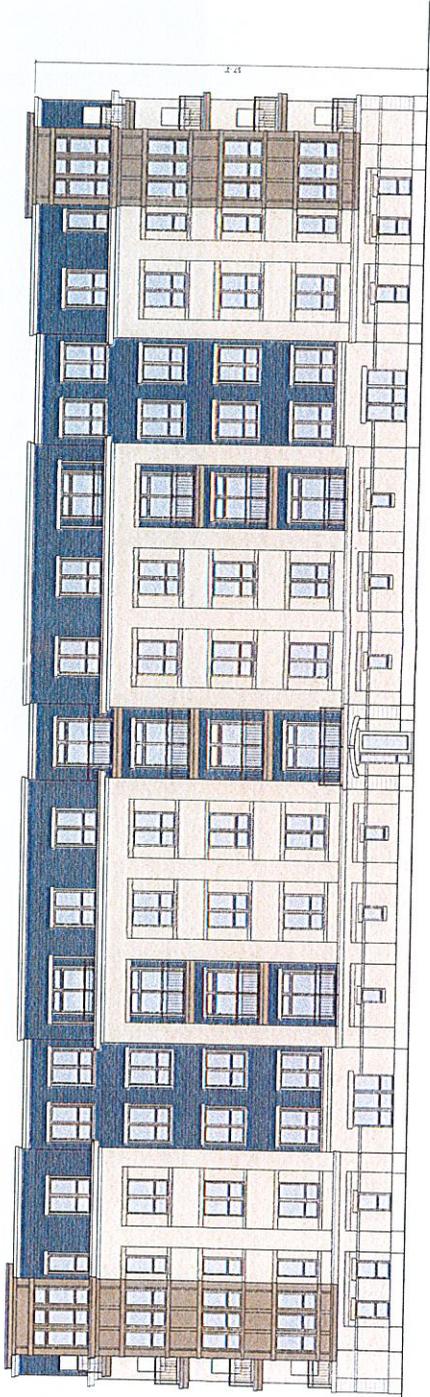
2 SOUTH ELEVATION
 18'-11 1/2"



© SCOTT-ESTAD 2

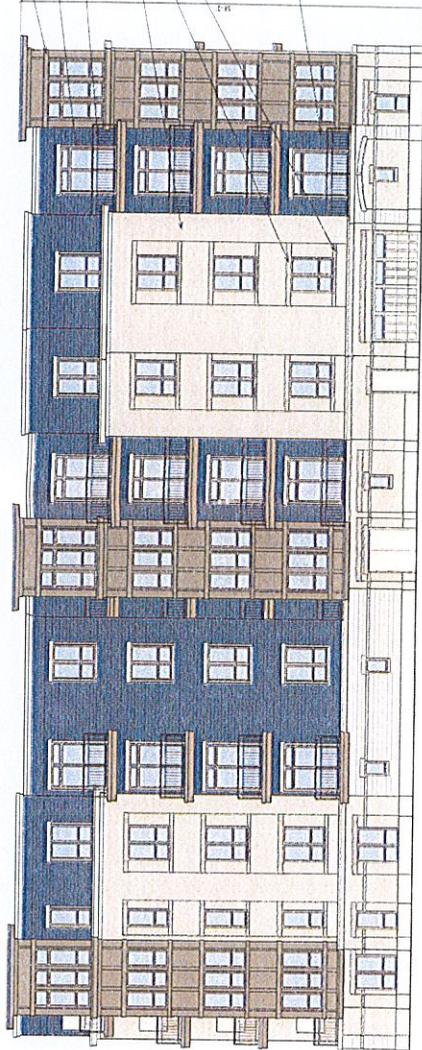


1 WEST ELEVATION
 1/8" = 1'-0"

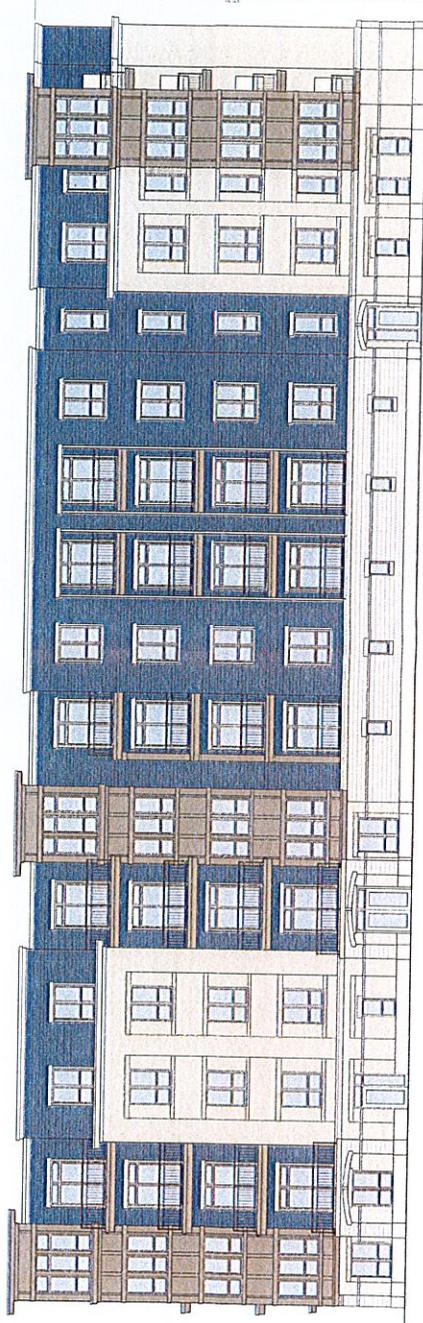


2 NORTH ELEVATION
 1/8" = 1'-0"

- TYPICAL MATERIALS
- COMPOSITE PANEL & TRIM
- COMPOSITE TRIM
- STEEL RAILING
- BRICK VENEER
- BRICK SOLLER HEADS
- CAST STONE SILL & BANDS
- COMPOSITE SIDING



1 EAST ELEVATION
 A-2.2 1/8" = 1'-0"



2 SOUTH ELEVATION
 A-2.2 1/8" = 1'-0"

ORDINANCE NO. _____

BY: COMMITTEE ON PUBLIC SAFETY AND WELFARE

TO AMEND SECTION 7.12 C. OF THE CODE OF GENERAL ORDINANCES, BY ADDING A STOP SIGN FOR WESTBOUND TRAFFIC ON 61ST STREET BEFORE ENTERING THE INTERSECTION WITH 13TH AVENUE [DISTRICT 3]

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

Section One: Section 7.12 C. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby amended by adding the following thereto:

All vehicles traveling West on 61st Street shall stop before entering the intersection with 13th Avenue.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN,
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON JAN MICHALSKI

**TO REPEAL AND RECREATE SECTION 13.01 REGARDING
SCRAP SALVAGE DEALERS AND SCRAP SALVAGE COLLECTORS**

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

Section One: Subsection 13.01 of the Code of General Ordinances for

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

A. Purpose. The Common Council of the City of Kenosha, Wisconsin makes the following findings:

1. "**Scrap Salvage**", as defined herein, is, or in the future may be, stored in a dangerous or unsanitary manner in yards, open areas or in other places within the City; and,

2. The places in which "Scrap Salvage", as defined herein, is stored, or in the future may be stored, tend to become overgrown with weeds, littered with rubbish and debris; and infested with rats, mice, insects, reptiles, and other vermin; and,

3. Such conditions tend to attract children and endanger their lives and health; spread disease; invite plundering; attract vagrants; create fire hazards and other safety and health hazards; create, extend, and aggravate urban blight; interfere with the enjoyment of and reduce the value of private property; and interfere with the comfort and well-being of the public; and,

4. Thieves and receivers of stolen property frequently attempt to dispose of stolen property by representing it to be legitimately acquired "Scrap Salvage".

Based upon said findings, it is determined that adequate protection of the public health, safety, and welfare requires that the business of handling and dealing in "Scrap Salvage" be regulated and controlled, and such is the purpose of this Ordinance.

B. Definitions. Except where otherwise indicated by the context, the following definitions shall apply in the interpretation and enforcement of this Ordinance:

~~41.~~ "**Person**" ~~shall~~ means any person, firm, partnership, association, corporation, company, or organization of any kind.

~~52.~~ "**Scrap Salvage**" ~~shall~~ means any of the following or combination thereof: old iron, steel, brass, copper, tin, lead or other base metals; used lumber, used conveyor belts, used barrels, used appliances not intended for resale as such; old cordage, ropes, rags, fibers or fabrics; old tires or rubber; old bottles or other glass; bones; wastepaper and other waste or discarded material which might be prepared to be used again in some other form; and motor vehicles, no longer used as such, to be used for scrap metal or for the stripping of parts. "Scrap Salvage" shall not include materials or objects accumulated by a manufacturer as by-products,

waste, or scraps from their own manufacturing process or used as an integral part of its own manufacturing process when stored upon manufacturer's premises, when "Scrap Salvage" is shielded from view by a fence meeting the requirements of Subsection K.1.o. of this Ordinance as to size and construction. "Scrap Salvage" shall not include used household furniture, used appliances taken in trade and held for less than thirty (30) days, used wearing apparel, railroad ties intended for landscaping purposes, used brick and tile which is stacked and bound, used plumbing fixtures, excluding pipes, used precious metal or metals, used jewelry, used tools and other used articles or personal property, which are bought and sold, without substantial alteration, as secondhand property to be used for the purpose for which originally manufactured or produced. "Scrap Salvage" shall not include aluminum cans collected for the purpose of recycling or returnable glass bottles collected for the purpose of refilling when either is stored in a wholly enclosed building or structure.

83. "Scrap Salvage Yard" ~~shall~~ means a yard, lot, or place, covered or uncovered, outdoors or in an enclosed building or structure, containing "Scrap Salvage", as defined above, upon which occurs one or more acts of buying, keeping, dismantling, crushing, recycling, chipping, reducing, stripping, reusing, processing, selling, or offering for sale any "Scrap Salvage", in whole units or by parts, for a business or commercial purpose, whether or not the proceeds from such act or acts are to be used for charitable purposes.

74. "Scrap Salvage Dealer" ~~shall~~ means a person who operates a "Scrap Salvage Yard", as defined above, within the City.

65. "Scrap Salvage Collector" ~~shall~~ means a person who buys, sells, collects, or delivers "Scrap Salvage" which is acquired from another person as a business or employment within the City, but who is not an operator of a "Scrap Salvage Yard"—within the City or an employee of such an operator.

36. "Business Premises", "Licensed Premises" or "Premises" ~~shall~~ means the area of a "Scrap Salvage Yard" as described in a "Scrap Salvage Dealer's" license ~~or application for license, as provided for in this Ordinance, and granted~~ approved by the Common Council. The term "Licensed Premises" also means the area described in an application filed with the City Clerk for a Scrap Salvage Yard license before such application has been finally considered by the Common Council.

27. "Fire Lane" ~~shall~~ means a roadway ~~which~~ that is accessible year round and of sufficient size, configuration and location so as to permit firefighting and emergency equipment access to all acres of the "Scrap Salvage Yard".

1. "Exterior Premises" has the definition given to the term in Chapter 16.

C. License Requirements/ Prohibitions/ Exceptions.

1. License Required. It shall be unlawful for any person to act as a "Scrap Salvage Dealer" or "Scrap Salvage Collector" within the City whether personally, by agents or employees, singly, or along with some other business or enterprise, without first having obtained a license therefor from the Common Council in accordance with the provisions of this Ordinance.

2. Separate Licenses. A "Scrap Salvage Dealer" who operates more than one (1) "Scrap Salvage Yard" within the City shall be required to have in effect a separate license for each "Scrap Salvage Yard".

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

~~4. Aluminum Cans. No "Scrap Salvage Collector" or "Scrap Salvage Dealer" License is required~~

~~hereunder for the collection of aluminum cans for the purpose of recycling thereof, as authorized by the Zoning Ordinance, where they are stored in a wholly enclosed building or structure.~~

5. Compliance With License Requirements. It shall be unlawful for any licensee to perform a licensed activity contrary to the terms of this Ordinance.

~~**46. Compliance With Order Of City Enforcing Departments.** It shall be unlawful for any licensee to fail to obey any final order of any enforcing department which was issued under the authority hereof.~~

6. Exceptions to the Requirements of this Section

~~**a7. Returnable Glass Bottles.** No "Scrap Salvage Collector" or "Scrap Salvage Dealer" License is required for the collection of returnable glass bottles for the purpose of the refilling thereof, when they are stored in a wholly enclosed building or structure.~~

~~**b. Aluminum Cans.** No Scrap Salvage Collector or Scrap Salvage Dealer License is required hereunder for the collection of aluminum cans for the purpose of recycling thereof, as authorized by the Zoning Ordinance, where they are stored in a wholly enclosed building or structure.~~

~~**8c. City Licensed Towers.** No "Scrap Salvage Collector" or "Scrap Salvage Dealer" License is required for a Tower licensed under §13.12 of the Code of General Ordinances while engaged in a licensed activity thereunder.~~

~~**d. NonProfit And Charitable Entities.** Nonprofit and charitable entities and persons acting on behalf thereof need not obtain a license hereunder where old newspapers, cardboard, aluminum cans or returnable glass bottles are collected solely for the purpose of fund raising and sold directly to a Scrap Salvage Dealer or Scrap Salvage Collector, and where such activity is conducted for no more than thirty (30) days, individually or consecutively, within any calendar year, and where Scrap Salvage is stored within a building or enclosed structure, and secured so as not to become litter.~~

~~It shall be unlawful for any unlicensed nonprofit or charitable entities or persons acting on behalf thereof to act in the capacity of a Scrap Salvage Dealer or Scrap Salvage Collector, except within the limitations above provided.~~

~~**9e. City.** The City of Kenosha is excluded from the licensing requirements hereof.~~

D. Enforcement. The Director of the Department of Community Development and Inspections, or designee thereof, shall have the primary responsibility to enforce this Ordinance through the coordination of inspections and shall be responsible for submitting inspection reports of all enforcing departments to the Common Council and its licensing committee.

Citizens may file complaints with any Department having enforcement powers, and it shall be the duty of any Department receiving a complaint which is not within their jurisdiction to take the complaint and refer it to the Department having proper jurisdiction. After normal City Municipal Building working hours, all complaints shall be made to the Police Department, who, where the complaint is outside of its jurisdiction, shall take the complaint and refer it to the Department having proper jurisdiction.

The Director of the Department of Community Development and Inspections, or designee thereof, shall have the responsibility of investigating complaints to the effect that some person is engaged in an activity requiring a license hereunder without first having obtained said license. Said investigation shall be sent to the City Attorney who shall make a final determination on said matter and issue cease and desist orders where

appropriate.

This Ordinance shall be enforced by the following City Departments (enforcing departments) as follows:

1. By the Director of the Department of Community Development and Inspections or designee thereof, with respect to the Building (**Chapter IX**) and Sign (**Chapter XV**) Codes, the Zoning Code, and with respect to provisions of this Ordinance regulating fences and height of "Scrap Salvage" piles.

2. By the Fire Chief, or designee thereof with respect to the Fire (**Chapter III**) Code and with respect to the provisions of this Ordinance related to "Fire Lanes" and fire control, fire prevention and fire fighting.

3. By the Police Chief, or designee thereof, with respect to Good Order and Conduct (**Chapter XI**) and with respect to the crime prevention and detection provisions of this Ordinance.

4. By the Health Administrator, or designee thereof, with respect to the Health (**Chapter IV**) and Noise (**Chapter XXIII**) Codes, and with respect to the health and sanitation provisions of this Ordinance.

E. Inspections.

1. Scrap Salvage Dealers. Applicants and Licensees shall permit authorized representatives of any Department of the City having enforcement powers hereunder to inspect the ~~premises proposed to be licensed or licensed~~ Licensed Premises, with or without advance notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this Ordinance, ~~without first obtaining a special inspection warrant~~. Inspections shall be made during normal hours of business operation in the absence of emergency circumstances ~~that~~ which require prompt action to protect the public health, safety ~~or~~ and welfare or to preserve evidence of noncompliance with this Ordinance. The ~~unreasonable~~ failure to permit inspections ~~shall be~~ is grounds for license denial, nonrenewal, suspension or revocation.

Applicants and Licensees shall permit authorized representatives of any Department of the City having enforcement powers hereunder to inspect the equipment associated with the operations of the Scrap Salvage Dealer or proposed to be used by an applicant for a Scrap Salvage Dealer license, with or without advance notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this Ordinance.

~~Upon notice of application by the City Clerk to the enforcing departments, they shall inspect the premises/equipment of each new license applicant and licensee seeking license renewal, where they have duties with respect thereto, as part of the application/license renewal process and prior to application review. The Fire Chief, or designee thereof, shall make periodic inspections of Licensees premises/equipment during the license period and report apparent violations of this Ordinance over which it does not have jurisdiction to any enforcing department having jurisdiction thereover. Enforcing departments may also inspect the premises/equipment of any Licensee upon a complaint being made with respect thereto by any person.~~

2. Scrap Salvage Collectors. Applicants and Licensees shall permit authorized representatives of any Department of the City having enforcement powers hereunder to inspect the portions of the Exterior Premises of the residence of the licensee/applicant to which the licensee/applicant has legal authority to enter, with or without advance notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this Ordinance, without the necessity of the authorized representative first obtaining a special inspection warrant. Inspections shall be made during daylight in the absence of emergency circumstances that require prompt action to protect the public health, safety or welfare or to preserve evidence of noncompliance with this Ordinance. The unreasonable failure to permit inspections is grounds for license denial, nonrenewal, suspension or revocation.

Applicants and Licensees shall permit authorized representatives of any Department of the City having enforcement powers hereunder to inspect the equipment associated with the operations of the Scrap Salvage Collector or proposed to be used by an applicant for a Scrap Salvage Collector license, with or without advance notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this Ordinance.

F. Application. An applicant for a license under this Ordinance shall file with the City Clerk a written application, which is true, correct and complete, signed by himself, if an individual, by all partners if a partnership, and by the president or chief officer of a corporation or other organization, upon forms provided by the City Clerk, together with a fee as hereinafter prescribed. The application shall be sworn to by each of its signers before a notary public or other officer authorized by law to administer oaths and shall include the following information or material:

1. With respect to "Scrap Salvage Dealers":

a. Exact address or location of the place where the business is or is proposed to be carried on, plus a sketch of the actual premises to be used in connection with the business, giving distances in feet and showing fire lanes, property lines, buildings, and abutting roads.

b. A description of the type of construction of any building and structure to be used in connection with the licensed business; a sketch showing the location of such buildings or structures on the business premises, with respect to their distance from roads and fire lanes and a diagram or plan giving distances and heights, showing floors, exits, entrances, windows, ventilators, and walls.

c. A description of any equipment or machinery which will be utilized to process "Scrap Salvage" and a description of motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including their I.D., D.M.V. and L.C. numbers, where applicable.

d. Such other information as is reasonably necessary to effectuate the purposes of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been complied with.

e. Proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of State law.

f. Proof that licensee's name is conspicuously and legibly printed on all motor vehicles to be used in the operation of the licensed business.

g. Proof of current registration of all motor vehicles to be used in the course of performing licensed activities.

h. A list of all persons who will operate motor vehicles in the course of performing licensed activities and proof of their possessing a valid and appropriate Wisconsin Driver's License.

2. With respect to "Scrap Salvage Collectors":

a. A photograph of all persons required to sign the application, taken within sixty (60) days immediately prior to the date of the filing of the application, which shall be at least 2" by 2", showing their head and shoulders in a clear and distinguishing manner.

b. A description of motor vehicles which will be used to collect or haul "Scrap Salvage" in the operation of the licensed business, including I.D., M.V.D. and L.C. numbers, where applicable.

c. Such other information as is reasonably necessary to effectuate the purposes of this Ordinance and to arrive at a fair determination of whether the terms of this Ordinance have been complied with.

d. Proof of insurance/financial responsibility for all motor vehicles which will be utilized in the operation of the licensed business, in accordance with the requirements of State law.

e. Proof that licensee's name is conspicuously and legibly printed on all motor vehicles to be used in the operation of the licensed business.

f. Proof of current registration of all motor vehicles to be used in the course of performing licensed

activities.

g. A list of all persons who will operate motor vehicles in the course of performing licensed activities and proof of their possessing a valid and appropriate Wisconsin Driver's License.

h. the address of the residence of the applicant.

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

H. License.

1. Form. The "Scrap Salvage Dealer's" License as issued, shall bear the following language on its face: "IMPORTANT - This license applies only to the described premises approved by the Common Council and authorizes the Licensee to operate a "Scrap Salvage Yard" in a lawful place and manner only; it is not a substitute for any Certificate of Occupancy, Building Permit, Conditional Use Permit or other licenses, certificates, or permits that might be required by law of the Licensee, and it does not relieve the Licensee of the responsibility of having all such required licenses, permits or certificates at all times and complying with all other laws, rules and regulations affecting the business premises".

2. Fee.

a. Scrap Salvage Dealer: \$350

b. Scrap Salvage Collector: ~~\$75~~^{\$50}

3. Term.

a. Scrap Salvage Dealer: May 1 through April 30.

b. Scrap Salvage Collector: May 1 through April 30.

4. Renewal. License renewal applications shall be the same as new license applications, except that Licensee's report of police record need only be updated, and except that renewal applications must be filed with the City Clerk by March 15th in order to provide for continuous licensing.

5. Transfer/Assignment. Licenses are not transferable or assignable, and may not be utilized and approved by the Common Council.

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

~~J. NonProfit And Charitable Entities. Nonprofit and charitable entities and persons acting on behalf thereof need not obtain a license hereunder where old newspapers, cardboard, aluminum cans or returnable glass bottles are collected solely for the purpose of fund raising and sold directly to a "Scrap~~

~~Salvage Dealer" or "Scrap Salvage Collector", and where such activity is conducted for no more than thirty (30) days, individually or consecutively, within any calendar year, and where "Scrap Salvage" is stored within a building or enclosed structure, and secured so as not to become litter.~~

~~It shall be unlawful for any unlicensed nonprofit or charitable entities or persons acting on behalf thereof to act in the capacity of a "Scrap Salvage Dealer" or "Scrap Salvage Collector", except within the limitations above provided.~~

K. General Operating Requirements.

1. Scrap Salvage Dealers. The following general operating requirements shall apply to all "Scrap Salvage Dealers" licensed in accordance with the provisions of this Ordinance:

- a. The license issued pursuant to this Ordinance shall be plainly displayed on the business premises.
- b. The "Scrap Salvage Yard" shall, at all times be maintained in as clean, sanitary and neat of a condition as such premises will reasonably permit.
- c. An area which is not described in the approved license application shall not be used in the conduct of licensed business.
- d. No water shall be allowed to stand on the premises in such manner as to, in the opinion of the Health Administrator, constitutes a breeding place for insects or disease which may endanger health.
- e. Grass and other ground cover on the premises shall be kept at a height of not more than eight (8) inches. The premises shall be substantially free of noxious weeds.
- f. No garbage, refuse or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Health Administrator, rodentproof, and removed from the premises as often as is necessary to provide a sanitary environment, but at no less an interval than on a weekly basis.
- g. No "Scrap Salvage" which is stored on the premises shall be allowed to rest upon or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.
- h. "Scrap Salvage" on the premises, which is not stored in racks or containers, shall be stored in piles not exceeding thirty (30) feet in height, at an angle of forty (40°) degrees or less from the ground, and shall be arranged so as to permit access to all such "Scrap Salvage" for firefighting purposes. "Scrap Salvage" which is stored in racks or containers shall not be stored at a height in excess of twenty-five (25) feet.
- i. No combustible material of any kind not necessary for the operation of the licensed business, whether within or without a building or structure, shall be kept on the premises, except with the written permission of the Fire Department. The premises shall not be allowed to become a fire hazard.
- j. "Scrap Salvage" may not be broken into smaller pieces on the premises through the use of a ball or object dropped from a crane or apparatus, without Licensee first obtaining a permit therefor from the Common Council which may be granted and issued only upon a showing by Licensee that such activity will be conducted in a manner which is safe and lawful and which will not injure the public health, safety or welfare. Licensee may be requested, as part of the application process, to conduct or arrange for a demonstration, on site if possible, of the acts which are subject to this permit requirement before the Building Inspector or other designee of the Common Council who may make appropriate observations and cause noise, vibration and other tests to be conducted. The Common Council may place reasonable restrictions on the permitted activity, regulating the time, place and manner of operation.
- k. Licensee shall not directly or indirectly purchase "Scrap Salvage" from any person that they know, or should know, cannot rightfully or lawfully sell it or deliver clear title thereto.
- ~~l. Except for leaves and plant clippings which may be burned in accordance with §3.23 of the Fire Code, no "Scrap Salvage" or other material shall be burned on the premises.~~
- m. No process shall be utilized to reduce "Scrap Salvage" in size which causes vibrations which may damage the property of another or which may be injurious to the public health, safety and welfare. Complaints in this regard shall be processed by the Health Department, which may issue abatement

orders, following notice and an opportunity to be heard.

n. Chapter XXIII of the Code of General Ordinances, "Noise Control", shall be strictly complied with.

o. The Exterior Premises of the Licensed Premises~~open area of the premises~~ whereupon "Scrap Salvage" is stored shall be enclosed with a solid, vertical wall or fence of a minimum height of six (6) feet measured from ground level, except where "Scrap Salvage" is shielded from view by an earthen berm of a minimum height of six (6) feet in which event the required fence need not shield "Scrap Salvage" from view. Entrances and exits shall not be wider or more numerous than reasonably necessary for the conduct of the licensed business. Fences must be sturdily constructed, safe vertical straight, well maintained and must shield "Scrap Salvage" from view. Fences must be protected with paint or other preservatives. Fences must not create an appearance of patchwork which is indicative of a state of disrepair. Fences shall be of uniform color which will not detract from the value of abutting and neighboring real estate. No signs may be painted on or attached to any fence, except for a sign of not more than eight (8) square feet, located at an entranceway thereto which provides the name of the business. Fences must be constructed in such a fashion and of such materials and color as are approved by the Building Inspector prior to fence construction, repair or replacement. Chainlink fencing shall be appropriate where opaque strips are inserted in the fence. No fence may be constructed or replaced without the approval of the Building Inspector, or designee thereof, which approval may be denied if the above standards have not been complied with or if the construction of a proposed new fence or replacement fence would violate any other provision of law. No "Scrap Salvage" may be stored outside of said fence or may be stored so as to rest against said fence, protrude through it, or hang over it. Fence gates shall be kept closed when not required to be open for ingress or egress, except where a buffer fence is constructed in the vicinity of fence gates within the "Scrap Salvage Yard" which shields "Scrap Salvage" from view when the gates are open. In all other respects, fences shall be installed and constructed in accordance with City Ordinances.

p. No "Scrap Salvage Dealer" licensed hereunder or his agent or employee shall, except for aluminum cans, purchase or receive any "Scrap Salvage" for use in the licensed business from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Such writing shall be held available for inspection by any member, or representative, of the Police Department for one (1) year.

q. Each acquisition of such "Scrap Salvage" as is capable of being used for its original and intended purpose without repair or alteration, including all motor vehicle parts, except for bulk purchases from industrial and commercial concerns, shall be recorded in English in a permanent type register kept on the business premises, giving the name and residence address of the person from whom the acquisition was made, a description of the "Scrap Salvage" acquired, any identification or serial number, and the date of the transaction. Such data shall be held available for inspection by any member, or representative, of the Police Department for one (1) year. The identification of each seller of a motor vehicle or motor vehicle part shall be checked and the type of identification checked noted, except where the purchase is from a licensed motor vehicle dealer, an insurance company, a City licensed tower or an auction.

r. No "Scrap Salvage Yard" shall be allowed to become a public or attractive nuisance; nor shall any "Scrap Salvage Yard" be operated in such manner as to adversely affect the public health, safety, or welfare.

s. There shall be full compliance with the City Building, Fire and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.

t. The Fire Department may order Licensees to install fire lanes, following notice and opportunity to be heard, and upon providing a reasonable time for compliance.

u. The terms of a Conditional Use Permit which are not inconsistent with this Ordinance, shall be complied with at all times as a condition of license maintenance.

v. No "Scrap Salvage" shall be collected which is placed on a City right-of-way for City collection and no "Scrap Salvage" shall be deposited or sorted on a City right-of-way or removed from the property of any nonconsenting person or party.

w. The licensed premises must possess appropriate zoning for the licensed business or constitute a

lawful nonconforming use.

x. Motor vehicles which are used in the licensed business shall hold and display an L.C. and M.V.D. number where such number is required by State law, rule or regulation, shall be insured or financially responsible in accordance with State law, shall be properly and currently registered with the State Motor Vehicle Department, and shall have the licensee's name conspicuously and legibly printed thereon.

2. Scrap Salvage Collectors. The following general operating requirements shall apply to all "Scrap Salvage Collectors" licensed in accordance with this Ordinance:

a. Licensees shall have the license issued to them under this Ordinance in their immediate possession at all times when acting as a "Scrap Salvage Collector" in the City and shall exhibit it to any person upon request.

b. Licensee, except for aluminum cans, shall not purchase or receive any "Scrap Salvage" from any person under the age of eighteen (18) years without the written consent of a parent or guardian of such person. Licensee shall retain such writing for a period of at least one (1) year, and shall produce it within a reasonable time upon the request of any member, or representative of a member of the Police Department.

c. Licensee shall record in English, in a permanent type register, each acquisition of such "Scrap Salvage" as is capable of being used for its original and intended purpose, including all motor vehicle parts, except for bulk purchases from industrial and commercial concerns, within the City, giving the name and residence address of the person from whom the acquisition was made, a description of the "Scrap Salvage" acquired, any identification or serial number, and the date of the transaction. Licensee shall retain such data for a period of at least one (1) year, and shall produce them within a reasonable time upon the request of any member or representative of the Police Department. The identification of each seller of a motor vehicle or motor vehicle part shall be checked, and the type of identification checked, noted, except where the purchase is from a licensed motor vehicle dealer, an insurance company, a City licensed tower or an auction.

d. Licensee shall not directly or indirectly purchase "Scrap Salvage" from any person that they know, or should know, cannot rightfully or lawfully sell it or deliver clear title thereto.

e. No "Scrap Salvage" shall be collected which is placed on a City right-of-way for City collection and no "Scrap Salvage" shall be deposited or sorted on a City right-of-way or removed from the property of any nonconsenting person or party.

f. Motor vehicles which are used in the licensed business shall hold and display an L.C. and M.V.D. number where such number is required by State law rule or regulation, shall be insured or financially responsible in accordance with State law, shall be properly and currently registered with the State Motor Vehicle Department, and shall have the licensee's name conspicuously and legibly printed thereon.

g. Scrap Salvage Collectors must notify the City Clerk in writing of any changes to the residence of the licensee or the equipment being used by the licensee, as soon as practicable

L. Licensees/Responsibility. "Scrap Salvage Dealers" and "Scrap Salvage Collectors" shall, with respect to the conduct of their business, have a duty to supervise their agents and employees and shall be responsible for the acts thereof.

M. Suspected Stolen and Evidentiary Scrap Salvage. The Police Department may order any licensee hereunder to retain any "Scrap Salvage" ~~upon the premises~~ which is suspected to be stolen, for a period not to exceed thirty (30) days pending an investigation. The Police Department, at any time, may seize ~~from the premises~~, as evidence, any "Scrap Salvage" ~~that~~ which they have probable cause to believe is stolen, ~~and may hold said "Scrap Salvage" for so long as it shall have evidentiary value. Any seized item shall be released within a reasonable time upon prosecution being denied by any prosecuting attorney.~~ Any enforcing department may order a Licensee to retain "Scrap Salvage" upon the premises which is

suspected of being held in violation of this Ordinance for a period not to exceed thirty (30) days during which an investigation can be conducted. Any enforcing department may take samples of "Scrap Salvage" for purposes of testing or arrange for any other governmental agency to do so.

N. Conditional Use Permits. Conditional Use Permits, as required by the Zoning Ordinance, shall be required prior to any unlicensed premises being licensed and prior to the expansion of any existing licensed premises, and each license shall be conditioned upon obtaining and complying with the provisions of a Conditional Use Permit, where required. A Conditional Use Permit may contain requirements over and above the requirements of this Ordinance, but may not negate any of the requirements of this Ordinance, and if it would do so, any conflicting provisions thereof shall be null and void.

O. Appeals From Orders. A Licensee, where the public health, safety and welfare is not in immediate jeopardy, may appeal to the Common Council any order issued by any enforcing Department under authority of this Ordinance by filing a written Notice of Appeal with said Department within ten (10) days of receipt of said order, or within the compliance period, whichever is shorter. The Common Council may direct that the appeal be heard by a Committee thereof.

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

1. Failing to maintain a status of good moral character and business responsibility.
2. Obtaining the license through fraud or misrepresentation.
3. Operating contrary to the terms of this Ordinance.
4. Failing to commence doing business within ninety (90) days of being granted a license or within ninety (90) days of the first day of the license term, whichever is longer, unless an extension of time is applied for and granted by the Finance Committee.
5. Suspending doing business for a period of ninety (90) consecutive days, unless permission is applied for and granted by the Finance Committee.

Q. Disciplinary Hearings. Disciplinary hearings, including nonrenewal, suspension and revocation hearings, may be held before the Common Council or before the Committee charged with license review responsibilities.

The Committee on Licensing, when it conducts a hearing, shall submit a report to the City Common Council, including findings of fact, conclusions of law and a recommendation as to what action, if any, the City Common Council should take with respect to the license. Said Committee shall provide the complainant and the licensee with a copy of the report. Either the complainant or Licensee may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The City Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the City Common Council, after considering the Committee's report and any arguments presented by complainant or Licensee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal of the license, it shall be suspended, revoked or not renewed as provided by law. If the City Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each

suspension, revocation or nonrenewal to the party whose license is affected. The Common Council may also order corrective action to be taken within a specified time as a condition of license maintenance, at any time, following notice and an opportunity to be heard.

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

S. Violations. Each day of a violation of this Ordinance shall be considered a separate offense.

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

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 23, 2014	Item 16
By the City Plan Commission - To Repeal and Recreate the Definition of Community Living Arrangements as defined in Section 12, To Amend, Repeal and Recreate Various Provisions of Section 3 of the Zoning Ordinance regarding Community Living Arrangements. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: City-wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

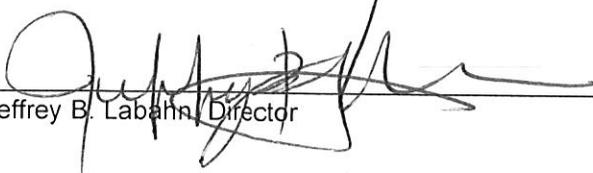
- In 2012 an *Analysis of Impediments to Fair Housing Choice* study was completed by a private consultant, Urban Design Ventures, for the City of Kenosha.
- Completion of the study is a requirement in order for the City to receive Federal Community Development Block Grant (CDBG) and HOME Program funds.
- Impediment 7 of the study recommended various changes to the City Zoning Ordinance relating to the Federal Fair Housing Act.
 - Those changes are proposed in the attached Zoning Ordinance within Sections 1 through 13.
 - Section 14 of the attached Ordinance eliminates a conflict in the B-4 District regarding lot sizes and density. The density will be determined as a part of the Conditional Use Permit Review and Comprehensive Plan.

RECOMMENDATION:

A recommendation is made to approve the attached Zoning Ordinance.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/OCT23/16Fact-zo-Sec12&3-CLA.odt

DRAFT 10/13/14

SPONSOR: MAYOR

TO REPEAL AND RECREATE THE DEFINITION OF COMMUNITY LIVING ARRANGEMENTS AS DEFINED IN SECTION 12, TO AMEND, REPEAL AND RECREATE VARIOUS PROVISIONS OF SECTION 3 OF THE ZONING ORDINANCE REGARDING COMMUNITY LIVING ARRANGEMENTS

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

Section One: To repeal and recreate the definition of Community Living

Arrangements as defined in Section 12 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

Community Living Arrangements. ~~The definition of Community Living Arrangements set forth in §62.237 (i), Wisconsin Statutes, is adopted and incorporated herein by reference. A Community Living Arrangement for adults as defined in §46.03(22), Wis. Stats. or a Community Living Arrangement for children as defined in §48.743(1) Wis. Stats.~~

Section Two: Subparagraph 3.115 C.1 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby amended as follows:

1. Elderly housing of more than eight (8) units, elderly and handicapped community living arrangements and assisted living facilities. ~~Community Living Arrangements must either (a) be in conformance with 62.23 (7)(i), Wisconsin Statutes, or (b) all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), and are living in the Community Living Arrangement because of their disability or handicap.. In the latter circumstance, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.~~ Assisted living facilities shall be in conformance with Section 50.034, Wisconsin Statutes, and Chapter HFS-89, Wisconsin Administrative Code.

Section Three: Subparagraph 3.13 C.1 of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby amended as follows:

1. Community Living Arrangements ~~located above the first floor, that are either (a) in conformance with §62.23 (7) (i), Wisconsin Statutes or (b) not in conformance with with §62.23 (7)(i), but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i), Wisconsin Statutes is not required.~~

Section Four: The following subparagraphs of Section 3 of the Zoning

Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

- | | | | |
|------------|------------|------------|-----------|
| 3.031 A.1. | 3.032 A.1. | 3.033 A.3. | 3.04 A.3. |
| 3.05 A.2. | 3.06 A.2. | 3.07 A.3. | 3.08 A.3. |

1. Community Living Arrangements with a capacity of eight (8) or fewer persons ~~that which~~ are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes or (b) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the **Community Living Arrangement** because of their disability or handicap.

Section Five: Subparagraphs 3.033 C.1, 3.04 C.1, 3.05 C.1, 3.06 C.1, 3.07 C.1

and 3.08 C.1 of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1. Community Living Arrangements with a capacity for greater than eight (8) persons which are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (b) not in conformance with §62.23 (7) (i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the **Community Living Arrangement** because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Six: Subparagraphs 3.031 C.1 and 3.032 C.1 of the Zoning

Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1. Community Living Arrangements with a capacity for fifteen (15) or fewer persons that are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (b) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the **Community Living Arrangement** because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Seven: Subparagraph 3.09 A.3 of the Zoning Ordinance for the City of

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

3. Community Living Arrangements with a capacity for fifteen (15) or fewer persons ~~which are~~ that are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (b) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the **Community Living Arrangement** because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Eight: Subparagraphs 3.09 C.1, 3.10 C.1 and 3.11 C.2 of the Zoning

Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1. Community Living Arrangements with a capacity for greater than fifteen (15) persons that are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (b) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Nine: Subsection 3.10 A. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby amended as follows:

3.10 RM-1 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rm-1 Multiple Family Residential District are intended to provide for areas which are occupied by multiple family residences not exceeding eleven (11) dwelling units per lot. Multiple family residential development density shall comply with Section 4.05.

A. Permitted Uses.

1. Two-family residences.
2. Community Living Arrangements with a capacity for fifteen (15) or fewer persons that which are either (a) in conformance with §62.23 (7)(i), Wisconsin Statutes or (b) not in conformance with §62.23 (7)(i), but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), and are living in the Community Living Arrangements facility because of their disability or handicap.
3. Educational institutions, limited to public and private elementary and secondary schools, including related administrative offices.
4. Fraternity or sorority houses with a capacity for fifteen (15) or fewer persons.
5. Historic monuments.
6. Public service buildings and uses, limited to fire and police stations and public emergency centers.
7. Public parks and playgrounds, including buildings and grounds, and properly licensed concessions.
8. Religious institutions including churches, chapels, temples, synagogues, convents, seminaries, rectories, parsonages, parish houses and residential quarters for clergy. Such quarters are permitted to be located on the same lot with a religious institution.
9. Elderly housing not to exceed eleven (11) units per lot or twelve (12) units per acre, whichever is less.

Section Ten: Subsection 3.11 A. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby amended as follows:

3.11 RM-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT

The primary purpose and characteristics of the Rm-2 Multiple Family Residential District are intended

to provide for areas which are occupied by multiple family residences containing three (3) dwelling units or more per lot. Multiple family residential development density shall comply with Section 4.05.

A. Permitted Uses.

1. Community Living Arrangements with capacity for fifteen (15) or fewer persons ~~which that~~ are either (a) in conformance with §62.23 (7) (i), Wisconsin Statutes or (b) not in conformance with §62.23 (7)(i), but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the Community Living Arrangements facility because of their disability or handicap.
2. Educational institutions, limited to public and private elementary and secondary schools, including related administrative offices.
3. Fraternity or sorority houses.
4. Historic monuments.
5. Public service buildings and uses, limited to fire and police stations and public emergency centers.
6. Public parks and playgrounds, including buildings and grounds, and properly licensed concessions.
7. Religious institutions including churches, chapels, temples, synagogues, convents, seminaries, rectories, parsonages, parish houses and residential quarters for clergy. Such quarters are permitted to be located on the same lot with a religious institution.
8. Elderly housing not to exceed fifteen (15) units per lot or twelve (12) units per acre, whichever is less.

Section Eleven:

Subparagraphs 3.13 C.1, 3.14 C.3, 3.15 C.3 and 3.19 C.2

of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby repealed and recreated as follows:

1. Community Living Arrangements, either (a) in conformance with §62.23 (7) (i), Wisconsin Statutes, or (b) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Twelve:

Subparagraph 3.115 C.1 of the Zoning Ordinance for the

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

1. Elderly housing of more than eight (8) units, elderly and handicapped community living arrangements and assisted living facilities. Assisted living facilities shall be in conformance with Section 50.034, Wisconsin Statutes, and Chapter HFS-89, Wisconsin Administrative Code. Community Living Arrangements for elderly or handicapped persons must either (a) be in conformance with §62.23 (7)(i), Wisconsin Statutes, or (b) not be in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Thirteen:

Subparagraph 3.155 C.3 of the Zoning Ordinance for the City of

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

3. Community Living Arrangements, that are both:

(a) in conformance with ~~§62.23 (7)(f), Wisconsin Statutes, and Subparagraph 4.06 A.1., Zoning Ordinance;~~ and (b) either (i) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (ii) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

Section Fourteen:

Subparagraph 3.155 E.2 of the Zoning Ordinance for the

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

2. Commercial, Office, Institutional, Multiple-Family Residential, Elderly and/or Handicapped Multi-Family Units, Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities.

a. There shall be no minimum lot area or width requirements, ~~except that for Commercial, Office, Institutional, Multiple-Family Residential, or Elderly and/or Handicapped Multi-Family uses, shall be required to have a minimum of five hundred (500) square feet of lot area per dwelling unit.~~

b. Lots used for Community Living Arrangements, ~~Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities~~ shall be required to have a minimum of five hundred (500) square feet of lot area per bed.

Section Fifteen:

This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 23, 2014	Item 14 Page 1
By the Mayor - To Repeal and Recreate Various Sections of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Review Authority of the City Plan Commission. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: City-Wide

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority for Zoning Ordinance Amendments.

ANALYSIS:

- **Background:** The existing City of Kenosha Zoning Ordinance was adopted in 1984. During the past thirty (30) years, periodic revisions have been made to the Ordinance. However, a number of significant revisions were made between 2009-2010. One of the key components of the Ordinance has been a three-tier review authority system for Conditional Use Permits (CUP's). Depending upon the type, complexity and potential impact, each CUP is assigned a review authority at one of the following levels: Department Staff, City Plan Commission or Common Council.
- A previous Ordinance Amendment had removed the City Plan Commission from a designated CUP review authority level, requiring the final review by the Common Council. This Amendment also addresses a number of other Ordinance sections which currently require Common Council as the final review authority for such items as temporary buildings, structures and special exceptions.
- The intent of the Zoning Ordinance Amendment is to modify the final review authority of several review types of the Zoning Ordinance. The following descriptions refer to the individual Sections of the attached Zoning Ordinance:
 - **Section One:** The City Plan Commission replaces the Common Council as the review authority for temporary buildings and structures.
 - **Section Two:** The City Plan Commission replaces the Common Council as the review authority for any projects in the HarborPark Overlay District.
 - **Section Three:** The City Plan Commission replaces the Common Council as the review authority for any projects in the Pike Creek Neighborhood Overlay District.
 - **Section Four:** The City Plan Commission replaces the Common Council as the review authority for a Special Exception Request in the TRD-1 Traditional Single and Two-family Residential District.
 - **Section Five:** Establishes the City Plan Commission (CPC) as a third level of review authority for Conditional Use Permits, between the Department of Community Development & Inspections Review Authority (DCDI) and the Common Council Review Authority (CC). The Zoning Ordinance Amendment establishes review authorities for all of the various Conditional Use Permits with one of the three review authorities.

By the Mayor - To Repeal and Recreate Various Sections of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Review Authority of the City Plan Commission. PUBLIC HEARING

- **Section Six:** Requires additional information from the applicant on a Conditional Use Permit application, such as a phone number and property owner consent. Staff is already requesting this information with an application, the proposed Ordinance Amendment would make it a requirement.
- **Section Seven and Eight:** Additional language to restore the City Plan Commission as a third review authority.
- **Section Nine and Nineteen:** Establishes that an Appeal of a Department of Community Development & Inspections (DCDI) decision related to the Conditional Use Permit or Site Plan Review is appealed to the City Plan Commission (CPC). The review of a City Plan Commission (CPC) decision is then appealed to the Common Council (CC).
- **Section Ten and Twenty:** Currently, when a Conditional Use Permit or Site Plan Review is approved the applicant has six (6) months to obtain a Building Permit for a single-phase project and twenty-four (24) months for all permits for a multi-phase project. The proposed Ordinance Amendment would give the applicant twelve (12) months to obtain the first construction (not building) permit for a single-phase project and twenty-four (24) months for a multi-phase project. Each of those time lines can be extended once up to twelve (12) months by the review authority.
- **Section Eleven:** The City Plan Commission may establish additional standards or conditions for Conditional Use Permit reviews.
- **Section Twelve:** In the event of a communication tower that utilizes stealth design, the City Plan Commission replaces the Common Council as the review authority that can authorize reduced setback requirements.
- **Section Thirteen, Fourteen and Fifteen:** These three (3) Sections replace the Common Council with the City Plan Commission for exceptions to the parking and loading requirements of Section 6 of the Zoning Ordinance. Specifically, the loading zone requirements in the B-3 and B-4 Districts and relief to the number of parking spaces required in any Zoning District.
- **Section Sixteen:** Allows for any building that has been vacant for longer than ninety (90) days to be subject to a new Occupancy Permit upon a new occupancy of that building.
- **Section Seventeen:** In the event that the City Plan Commission recommends denial of a rezoning Petition, the Rezoning can only pass the Common Council by a minimum vote of three-fourths (3/4's) of the members of the Common Council voting on the Rezoning Petition, instead of a simple majority.
- **Section Eighteen:** Establishes a definition of *Construction Permit* that is used in Sections Ten and Twenty of the proposed Zoning Ordinance Amendment.
- **Section Twenty-One:** The City Plan Commission replaces the Common Council as the review authority for establishing additional decorative materials allowed for the building exterior of a new industrial building.

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 23, 2014	Item 14 Page 3
By the Mayor - To Repeal and Recreate Various Sections of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding Review Authority of the City Plan Commission. PUBLIC HEARING			

RECOMMENDATION:

A recommendation is made to approve the Zoning Ordinance Amendment.

B. R. O.

 Brian R. Wilke, Development Coordinator

/u2/acct/cp/ckays/1CPC/2014/OCT23/14Fact-zo-CPCauthority.odt

Jeffrey B. Labahn

 Jeffrey B. Labahn, Director

Draft 10/14/14

SPONSOR: THE MAYOR

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF THE ZONING
ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN REGARDING
REVIEW AUTHORITY OF THE CITY PLAN COMMISSION**

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

Section One: Subparagraph 2.02 A.4.b. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

b. The temporary use of a building or trailer for the purpose of operating a business or a building accessible to the public until a permanent conforming building is constructed shall be permitted only upon petition to and approval by the ~~Common Council~~ **City Plan Commission**, subject to the imposition of reasonable conditions, including, but not limited to, duration of use, operational plan and compliance with all City Codes and Ordinances. The ~~Common Council~~ **City Plan Commission** may approve a temporary use and renewals thereof. The temporary use and each renewal thereof may be for a period not to exceed twelve (12) months.

Section Two: Subparagraph 3.29 H.3. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

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

Section Three: Paragraph 3.30 H. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

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

Section Four: Paragraph 3.31 M. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

M. Special Exceptions.

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

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

Section Five: Subsection 4.02 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby repealed and recreated as follows:

4.02 REVIEW AUTHORITY - DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS, CITY PLAN COMMISSION OR COMMON COUNCIL

A. Review Authority. Depending on the type of development, one of the following review authorities shall have final decision in the Development Standards Review of Conditional Use Permits.

Development Standards Review Authority-Department of Community Development and Inspections-DCDI : Development Standards Review and decision by the Department of Community Development and Inspections.

Development Standards Review Authority-City Plan Commission-CPC: Development Standards Review and decision by the City Plan Commission.

Development Standards Review Authority Common Council-CC: Development Standards Review and decision by the Common Council.

B. Classification of Conditional Uses. Table 4.01 below, indicates the appropriate Review Authority, DCDI, **CPC** or CC for each development type.

**TABLE 4.01
DEVELOPMENT STANDARDS REVIEW
AUTHORITY - - CLASSIFICATION OF
CONDITIONAL USES**

**GROUP 1
RESIDENTIAL CONDITIONAL USES**

<u>Development Type</u>	<u>Review Authority</u>
Community <u>H</u> living <u>A</u> rrangements with a capacity for greater than eight (8) persons in the Rs-1, Rs-2, Rs-3, Rd and Rg-1 Districts.	CC CPC
Community <u>L</u> iving <u>A</u> rrangements with a capacity for greater than fifteen (15) persons in the Rg-2, Rm-1 and Rm-2 Districts.	CC CPC
Community <u>L</u> iving <u>A</u> rrangements with a capacity for fifteen (15) or fewer persons in the RR-1, RR-2, A-1, and A-2 Districts.	CC CPC
Elderly Campus Housing in the Rm-3 District.	CC CPC

Manufactured/Mobile Home Parks in the Rm-1 & Rm-2 Districts.		CC
Multiple-family 11 units or less in the Rm-1 District		DCDI
Multiple-family 11 units or less in the Rm-2 District		DCDI
Multiple-family 12 units or greater in the Rm-2 District	€€	CPC
Multiple-family 5 units or less in the Rg-2 District		DCDI
Planned developments in the Rs-1, Rs-2, Rd, Rm-1, and Rm-2 Districts		CC
Residential structures in the FFO District	€€	DCDI
Rooming and boarding houses in the Rg-1, Rg-2, Rm-1, and Rm-2 Districts		CC
Storm Water Detention & Retention Basins		DCDI
Transitional parking for business, manufacturing and institutional uses in the Rs-3, Rg-1 and Rg-2 Districts		DCDI
Transitional two-family residence in the Rs-3 District		DCDI
Utility substations		DCDI
Residential development in the HRPO District	€€	CPC
Residential development in the PCNO District	€€	CPC
Single Family attached residences in the B-4 District	€€	CPC
Continuous non-conforming uses in all residential zoning districts	€€	CPC

GROUP 2
BUSINESS CONDITIONAL USES

<u>Development Type</u>	<u>Review Authority</u>	
Aluminum collection center in the B-1, B-2 and B-3 Districts		CC
Automobile body shop in the B-2 and B-3 Districts	€€	CPC
Automobile or truck wash in the B-2 and B-3 Districts	€€	CPC
Brewpub or winery, accessory for a restaurant, tavern, cocktail lounge or package store in the B-2, B-3 and B-4 Districts		DCDI
Business structure in the FFO District	€€	CPC
Community living arrangements in the B-1, B-2, B-3, and B-4 Districts	€€	CPC
Commercial developments, such as shopping centers and malls in the B-2 District:		
(a) New developments	€€	CPC
(b) Additions, enlargements or expansions		DCDI
(c) Buildings detached from a principal building		DCDI
(d) Unified Business District	€€	CPC
(e) Large-Scale Commercial Development		CPC
Convention center in the B-3 and B-4 District		CC
Drive-in theaters in the B-2 District	€€	CPC
Drive-thru facilities in the B-2, B-3 and B-4 Districts	€€	CPC
Hotel or motel in the B-2, B-3 and B-4 Districts	€€	CPC
Multiple-family residences at or above the second story containing 4 units or less in the B-1 District		DCDI
Multiple-family residences at or above the second story containing 11 units or less in the B-2 District		DCDI
Multiple-family residences at or above the second story containing 12 units or greater in the B-2 District	€€	CPC

Multiple-family residences at or above the second story containing 11 units or less in the B-3 District		DCDI
Multiple-family residences at or above the second story containing 12 units or greater in the B-3 District		
Off-Premise Signs in the B-2 District	EE	CPC
Outdoor commercial and recreational uses in the B-2 District	EE	CPC
Public Safety Communication Towers and Antennas in the B-2 District	EE	CPC
Public Safety Communication Antennae in the B-2 District		DCDI
Recycling collection center in the B-1, B-2 and B-3 Districts	DCDI	CC
Rooming and boarding houses in the B-1, B-2 and B-3 Districts		CC
Storm Water Detention and Retention Basins		DCDI
Utility substations		DCDI
Communication towers and antennas in the B-2 District	DCDI	CPC
Communication antennae in the B-2 and B-3 Districts		DCDI
Self-service storage facilities in the B-2 District	EE	CPC
Automobile fuel station or automobile fuel and service station, including combination convenience store in the B-2 and B-3 Districts	EE	CPC
Commercial development in the HRPO District	EE	CPC
Body-Piercing Establishment in the B-2 and B-3 Districts		CC
Tattoo Establishment in the B-2 and B-3 Districts		CC
Sexually-Oriented Business, as defined, in the B-2 District		CC
Mixed-Use Development in B-4 District	EE	CPC
Radio/Television/Relay Towers and Antennas in the B-2 and B-3 Districts	DCDI	CPC
Radio/Television/Relay Antennae in the B-2 and B-3 Districts		DCDI
Unified Business Center in the B-2, B-3 and B-4 Districts	EE	CPC
Large Scale Commercial Development in the B-2, B-3 and B-4 Districts	EE	CPC
Convenient Cash Businesses in the B-2 Districts		CC
Indoor Kennel	EE	CPC
Pawnbroker in the B-2, B-3 and B-4 Districts		CC
Secondhand Jewelry Dealer in the B-2, B-3 and B-4 Districts		CC

**GROUP 3
MANUFACTURING CONDITIONAL USES**

<u>Development Type</u>	<u>Review Authority</u>
Acid manufacturing in the M-2 District	CC
Airports and commercial heliports in the M-1 and M-2 Districts	CC
Aluminum collection center in the M-1 and M-2 Districts	CC
Blast furnace or coke oven in the M-2 District	CC
Boiler works in the M-2 District	CC
Cement, lime and gypsum manufacturing in the M-2 District	CC
Ceramic base and pottery material mixing in the M-2 District	CC
Communication towers and antennas in the M-1 and M-2 Districts	DCDI CPC
Communication antennae in the M-1 and M-2 Districts	DCDI
Concrete mixing plant in the M-2 District	CC
Construction of manufactured/Mobile Homes and modular buildings and structures in the M-2 District	CC
Explosives manufacturing in the M-2 District	CC

Fat & oil rendering & refining in the M-2 District		CC
Feed mill in the M-2 District		CC
Fertilizer manufacturing in the M-2 District		CC
Foundry or forge plant in the M-2 District		CC
Glue manufacturing in the M-2 District		CC
Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator	EE	CPC
Grain storage and processing in the M-2 District		CC
Hazardous waste sites and facilities in the M-2 District		CC
Incinerator in the M-2 District		CC
Leather tanning & finishing in the M-2 District		CC
Machine or welding shop with presses over twenty (20) tons rated capacity and/or drop hammers in the M-2 District		CC
Manufacturing structures in the FFO District	EE	CPC
Manufacturing, processing and/or storage of the following in the M-2 District:		CC
(a) Abrasive and asbestos.		
(b) Acetylene gas.		
(c) aircraft and aircraft supplies		
(d) automobiles and automobile parts.		
(e) Battery plant, only with previously processed acid and acidic products.		
(f) Brick, tile or terra cotta.		
(g) Chemicals, soaps, alcohol, and vinegar products.		
(h) Graphite.		
(i) Household appliances.		
(j) Insulating materials.		
(k) Linoleum, other hard surface floor coverings, ceramic floor and wall tile.		
(l) Machinery, tools and dies.		
(m) Motor vehicles and motor vehicle equipment.		
(n) Paint and paint products.		
(o) Paper and allied products, including potash and charcoal.		
(p) Primary metals.		
(q) Pyroxylin.		
(r) Rubber and miscellaneous plastic products.		
(s) Stone, glass and concrete products.		
(t) Transportation equipment.		
(u) Wire, rope, cord, twine and other cordage products.		
Metal and ore reduction and refinement in the M-2 District		CC
Mining operations in the M-2 District		CC
Off-Premise Signs in the M-1 and M-2 Districts	EE	CPC
Petroleum manufacturing, refining and storage in the M-2 District		CC
Physical Fitness Center	EE	CPC
Planing mill, as a principal use in the M-2 District		CC
Plating works in the M-2 District		CC
Power generating plant in the M-2 District		CC
Public Safety Communication Towers and Antennas in the M-1 and M-2 District	EE	CPC
Public Safety Communication Antennae in the M-1 and M-2 District		DCDI
Radio/Television/Relay Towers and Antennas in the M-1-2 and M-2 Districts	DCDI	CPC
Radio/Television/Relay Antennae in the M-1 and M-2 Districts		DCDI

Railroad repair or freight yard, shop or terminal in the M-2 District		CC
Recycling collection center in the M-1 and M-2 Districts		CC
Resource recovery plant in the M-2 Districts		CC
Rolling Mills in the M-2 District		CC
Salt works in the M-2 District		CC
Salvage dealers, shops and yards in the M-2 District		CC
Self-service storage facilities in the M-1 and M-2 Districts	€€	CPC
Ship building and repair in the M-2 District		CC
Smelting of metals, ores or alloys in the M-2 District		CC
Stockyards or slaughter houses in the M-2 District		CC
Storage yard for construction equipment and materials used by a contractor in the M-1 and M-2 Districts	€€	CPC
Storm Water Detention & Retention Basins in M-1 and M-2 Districts		DCDI
Tar and asphalt, including refining and batch plants in the M-2 District		CC
Truck or freight terminal and/or bulk intermodal distribution center related to air, water and/or land transportation in the M-1 and M-2 Districts		CC
Utility substations in M-1 and M-2 Districts		DCDI
Waste disposal, treatment and transportation facility in the M-2 District		CC

**GROUP 4
INSTITUTIONAL AND OTHER
CONDITIONAL USES**

Development Type

Review Authority

Accessory structures in the FW and FFO Districts	€€	DCDI
Arena, auditorium, exhibition hall and stadium in the IP District		CC
Bed and breakfast establishments in the Rd, B-1, B-2, B-3, B-4 and IP Districts		DCDI
Community living arrangements in the IP District	€€	CPC
Conditional uses within the C-2 Lowland Resource Conservancy District		DCDI
Conference centers		CC
Filling within the FFO District	€€	CPC
Institutional structures in the FFO District	€€	CPC
Medical transportation offices used exclusively for arranging transportation of individuals to and from health care providers as defined in §146.81, Wisconsin Statutes but excluding taxicab offices and vehicle maintenance facilities	€€	CPC
Municipal water supply and sanitary sewerage systems in the FW and FFO Districts	€€	CPC
Open space & related uses in the FW District	€€	CPC
Penal, disciplinary, mental health and reform institutions in the IP District		CC
Public Safety Communication Towers and Antennas in the IP District	€€	CPC
Public Safety Communication Antennas in the IP District		DCDI
Rental or lease of pier or dock space in the Rg-2, Rm-1, Rm-2 and IP Districts		CC
Shelter facility in the IP District		CC
Storm Water Detention & Retention Basins		DCDI
Utility substations		DCDI
Financial institutions, including related drive-thru facilities in the IP District	€€	CPC
Communication towers and antennas in the IP District	€€	CPC
Communication antennae in the IP Districts		DCDI
Institutional development in the HRPO District	€€	CPC

Radio/Television/Relay Towers and Antennas in the IP District	DCDI CPC
Radio/Television/Relay Antennae in the IP District	DCDI
Development consisting of 2 or more Buildings on a single parcel or contiguous parcels in the IP District	CC CPC
A building with 20,000 gross sq. ft. or greater of floor area located in the IP District	CC CPC

GROUP 5
AGRICULTURAL RELATED
CONDITIONAL USES

<u>Development Type</u>	<u>Review Authority</u>
Air strips, landing fields, & hangars for personal or agricultural related uses in the A-1 and A-2 Districts	CC
Community living arrangements with a capacity for greater than fifteen (15) persons in the A-1 and A-2 Districts	CC CPC
Housing for farm laborers, seasonal or migratory farm workers in the A-1 and A-2 Districts	CC CPC
Second single-family farm related residential dwellings in the A-1 and A-2 Districts	DCDI
Storm Water Detention & Retention Basins	DCDI
Utility substations	DCDI
Wind energy conversion system	DCDI
Communication towers and antennas in the A-1 and A-2 Districts	DCDI CPC
Communication antennae in the A-1 and A-2 Districts	<u>DCDI</u>

Section Six: Paragraph 4.03 A.1. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

4.03 APPLICATION PROCEDURES AND REQUIRED DOCUMENTS

A. Application. Applications for Conditional Use Permits, other than those for nonconforming residential uses which shall be exempt from the requirement, shall be made in duplicate to the Department of Community Development and Inspections on forms furnished by the Department of Community Development and Inspections and shall include the following:

1. Name, ~~s and~~ addresses **and phone numbers** of the applicant, owner of site, architect, professional engineer, and contractor; ~~and, .~~ **If the applicant is not the owner of the property subject to the Conditional Use Permit request, include a letter signed by the owner of the property consenting to the filing of the application on his or her behalf;** and,

Section Seven: Paragraph 4.04 F. of the Zoning Ordinance for the City of

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

F. Review Authority Decision. Depending on the type of development, the appropriate Review Authority will review the application and shall either approve or deny the application utilizing **§4.05** "Development Standards" of this Ordinance as a review guide. Refer to **Table 4.01** of this Section for the appropriate Review Authority. The Review Authority shall use the following procedures in making

its decision:

1. Decision Authority.

a. Development Standards Review Authority-Department of Community Development and Inspections-DCDI. For developments with conditional uses designated as DCDI in Table 4.01, the Director of Community Development and Inspections will consider the recommendation from the Department of Community Development and Inspections and either approve or deny the application.

b. Development Standards Review Authority-City Plan Commission-CPC. For developments with conditional uses designated as CPC in Table 4.01, the City Plan Commission will hold a public hearing, consider the recommendation from the Department of Community Development and Inspections, and approve or deny the application. Final action on floodland conditional uses shall not be taken for thirty (30) days or until the Wisconsin DNR has given its recommendation, whichever comes first. Copies of all decisions on conditional uses in a floodland district shall be transmitted to the DNR within ten (10) days following the decision.

bc. Development Standards Review Authority-Common Council-CC. For developments with conditional uses designated as CC in Table 4.01, the Common Council will hold a public hearing, consider the recommendation from the Department of Community Development and Inspections and the City Plan Commission, and approve or deny the application. Final action on floodland conditional uses shall not be taken for thirty (30) days or until the Wisconsin DNR has given its recommendation, whichever comes first. Copies of all decisions on conditional uses in a floodland district shall be transmitted to the DNR within ten (10) days following the decision.

2. Recommendations.

a. Department of Community Development and Inspections. As a part of the review process for the application subject to approval consideration by the **City Plan Commission or Common Council**, the Department of Community Development and Inspections shall make a recommendation to the City Plan Commission.

b. City Plan Commission. As a part of the review process for the application subject to approval consideration by the Common Council, the City Plan Commission shall make a recommendation to the Common Council, which recommendation shall include reference to the recommendation of the Department of Community Development and Inspections.

A copy of the decision of the Review Authority shall be mailed to the applicant.

Section Eight:

Paragraph 4.04 G. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

G. Approval. No building or construction permits shall be issued by the Administrator until the appropriate Review Authority (City Council, **City Plan Commission** or Department of Community Development and Inspections) has reviewed and approved the Conditional Use Permit plan. Footing and foundation permits may only be granted if each of the following conditions are met:

Section Nine:

Paragraph 4.04 H. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

H. Appeals. Any petitioner/applicant objecting to any decision of Review Authority-

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

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

Section Ten: Paragraph 4.04 I. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

I. ~~Expiration of Conditional Use Permits for Failure to Timely Obtain a Building Construction Permit or Obtain an Occupancy Permit.~~

1. Conditional Use Permit With a Single Building or Use. ~~Either the first Required Building Construction Permits shall be obtained or in the event that no Construction Permit is required, the Occupancy Permit, must be obtained,~~ within ~~six (6)~~ twelve (12) months of the date of the Conditional Use Permit approval by the Review Authority. ~~The twelve-month period from approval may be extended by the Review Authority once, for up to an additional twelve (12) months.~~

2. Conditional Use Permit With Multiple Buildings. The first ~~Building required Construction Permit must~~ shall be obtained within ~~six (6)~~ twelve (12) months of the date of Conditional Use Permit approval by the Review Authority. Required ~~Building Construction Permits shall be obtained for all remaining buildings within twenty-four (24) months of the date of Conditional Use Permit approval by the Review Authority, or within an extension of unless otherwise specified the twenty-four-month period from approval by the Review Authority. Only one extension of the twenty-four-month period from approval may be granted and such extension which in no event may not shall exceed an additional twelve~~ ~~thirty-six (36)~~ months.

3. ~~Expiration of Conditional Use Permits for Failure to Timely Obtain a Construction Permit or Obtain an Occupancy Permit.~~ ~~If neither a first required Construction Permit nor an Occupancy Permit has been issued within the time periods required in this paragraph 4.04 I., the Conditional Use Permit expires.~~ **3. Failure To Obtain All Required Building Permits.** The failure of permittee to obtain all required Building Permits in a timely manner shall result in the expiration of the Conditional Use Permit for all unconstructed buildings and all future development shall cease unless the Review Authority extends the time to obtain Building Permits or unless a new Conditional Use Permit is applied for and approved.

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

Section Eleven: Paragraph 4.05 A.1. of the Zoning Ordinance for the City

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

A. General Provisions.

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

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

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

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

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

Section Fourteen: Paragraph ~~6.02~~ A.5.a. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

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

Section Fifteen: Section 6.03 of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

6.03 RELIEF FROM PARKING AND LOADING REQUIREMENTS Reduced parking and loading requirements may be approved under a Conditional Use Permit or Site Plan Review, when so authorized by the ~~Common Council~~ **City Plan Commission**. The ~~Common Council~~ **City Plan Commission** shall hold a public hearing on the request and all owners within one hundred (100') feet of the property, excluding street rights-of-ways, shall be notified by mail of the hearing.

Section Sixteen: Paragraph 8.04 A. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

8.04 CERTIFICATE OF OCCUPANCY

A. Certificate of Occupancy Required. A Certificate of Occupancy from the Administrator shall be required as a condition of any person occupying:

1. A building which has been the subject of new construction or erection.
2. A building which has been moved to another foundation on the same or any other parcel of property.
3. A building which has been the subject of an expansion, addition, alteration or reconstruction, except a single-family or two-family residential building which has been the subject of an alteration.
4. A building, or portion thereof located in the B-1, B-2, B-3, or B-4 Business District, or in the M-1 or M-2 Manufacturing District, or IP Institutional Park District, which is not used for residential purposes and is subject to a new occupancy, whether owner or tenant.
5. A parcel of land, unimproved by a building, which is used for a business or manufacturing purpose.
6. A residential building used for a Home Occupation under **Section-Paragraph 3.03 E.** of the Zoning Ordinance.
7. A ~~non-residential~~ building which has been vacant ~~and unoccupied~~ for more than ninety (90) days and which has an open Order to Repair.
- ~~8. A residential building of four (4) or more units in which all the units have been vacant and unoccupied for more than ninety (90) days.~~
- ~~98.~~ A building subject to a business license under Chapters 10, 12, ~~or~~ 13 of the Code of General Ordinances.

Section Seventeen: Paragraph 10.05 A. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

10.05 COMMON COUNCIL'S ACTIONS

A. Common Council Action. Following such hearing and after careful consideration of the City Plan Commission's recommendations, the Common Council shall vote on the passage of the proposed rezoning. ~~The City Plan Commission's unfavorable recommendations may only be overruled by three-fourths (3/4ths) of the members of the Common Council voting on the proposed rezoning. Other~~ Rezoning, except where a valid protest petition is filed, shall require a simple majority vote of the members of the Common Council voting on the proposed rezoning.

Section Eighteen: Section 12 is hereby amended to include:

Construction Permit. A City permit that is required by prevailing law before a person may demolish, raze, change grade, excavate, erect, plumb, electrify, heat, cool, ventilate, or remodel, with respect to any existing or proposed structure.

Section Nineteen: Paragraph 14.06 K. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

K. Appeals. Any petitioner/applicant objecting to any decision of Review Authority - Department of Community Development and Inspections - DCDI related to Site Plan Review may appeal the decision to the ~~Common Council~~ **City Plan Commission**. ~~Any petitioner/applicant objecting to any decision of Review Authority – City Plan Commission - CPC related to Site Plan Review may appeal the decision to the Common Council.~~ Such appeals shall be filed, accompanied by the fee therefor established by the Common Council, from time to time, by Resolution, with the City Clerk/Treasurer within thirty (30) days of the decision with the Department of Community Development and Inspections **or City Plan Commission**.

The **City Plan Commission** or Common Council shall hold a hearing of an appeal within forty-five (45) days of the filing of the appeal. The **City Plan Commission** or Common Council shall notify the appellant of the hearing by mail. At the hearing, the appellant shall appear in person or by agent or attorney

Section Twenty: Paragraph 14.06 L. of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby repealed and recreated as follows:

L. Revocation: Expiration of Site Plan Review Approvals for Failure to Timely Obtain a Construction Permit or Obtain an Occupancy Permit.

1. Site Plan Review with a Single Building or Use. ~~A Building Either~~ ~~the first required Construction Permit, if required, must be or in the event that no Construction Permit is required, the Occupancy Permit, must be obtained~~ ~~secured by the permittee~~ within ~~six (6)~~ **twelve (12)** months of the date of approval of the Site Plan Review by the Review Authority. ~~The twelve-month period from Site Plan Review approval may be extended by~~ ~~the Review Authority may authorize the issuance of a Building Permit subject to an extended period of time for condition compliance in the case of a phased development or when deemed appropriate by the authority. The Site Plan approval shall expire and be null and void in the event the permittee does not obtain a Building Permit.~~ **Once for up to an additional twelve (12) months.** ~~If an approved Site Plan expires for such reason, any subsequent development or use of the property shall require a new permit application.~~ This provision does not apply to planned developments which are governed by the revocation procedure outlined in §3.22 of this Ordinance.

2. Site Plan Review With Multiple Buildings. The first required Construction Permit must be obtained within twelve (12) months of the date of Site Plan Review approval by the Review Authority. Required Construction Permits shall be obtained for all remaining buildings within twenty-four (24) months of the date of the Site Plan Review approval by the Review Authority, or within an extension of the twenty-four-month period from approval by the Review Authority. Only one extension of the twenty-four-month period from approval may be granted, and such extension may not exceed an additional twelve (12) months.

3. Expiration. If neither a first required Construction Permit nor an Occupancy Permit has been issued within the time periods required in this paragraph 14.06 L., the Site Plan Review approval expires.

Section Twenty One:

Paragraph 14.07 B.12. of the Zoning Ordinance for the

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

12. Industrial buildings authorized to be constructed within the City shall conform with the design guidelines hereinafter set forth:

a. Building exteriors of all new industrial buildings shall be constructed entirely of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials. Other decorative and textured materials may also be used to meet these requirements when authorized by the ~~Common Council~~ **City Plan Commission**. Aviation related buildings located at the Kenosha Regional Airport are exempt from these requirements.

b. Additions to industrial buildings shall be constructed entirely with materials that are comparable with the materials of the existing building. On an existing industrial building that does not have architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of two-thirds (2/3rds) of the exterior of any side which abuts a public street or residential district, building additions shall comply with the following requirements:

(1) Any addition to an existing building which creates an exterior side which abuts a public street or a residential district shall consist of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of the lower two-thirds (2/3rds) of the building exterior sides of both the addition and existing building which abuts a public street or a residential district. Exceptions to the two-thirds (2/3rds) requirement for any existing building exterior side which abuts a public street or residential district that has less than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials, may be granted when so authorized by the ~~Common Council~~ **City Plan Commission**.

(2) Any additions to existing buildings which are subject to the requirements of Paragraph 12.b. (1) above, and have an exterior side which abuts an interior side lot line and is adjacent to the front exterior shall be constructed with architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on the lower two-thirds (2/3rds) of the building exterior for a minimum of twenty (20') feet from the building front or to a natural dividing point approved by the City Plan Department. Exceptions to the twenty (20') foot requirement for any existing building exterior side which abuts an interior side lot line and is adjacent to the front exterior that has less than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials on the front twenty (20') feet may be granted when so authorized by the ~~Common Council~~ **City Plan Commission**.

Section Twenty-Two: This Ordinance shall become effective upon passage and publication for initial review and decision of Conditional Use Permit, Site Plan Review and Occupancy Permit applications filed on or after the effective date of this Ordinance, and for appeals filed on or after the effective date of this Ordinance.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 18, 2014	Item 4
By the City Plan Commission - To Create Subsection 18.02 gg. of the Zoning Ordinance to Amend the Comprehensive Plan to Include a Master Plan for Pennoyer Park. (District #1) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Pennoyer Park at 3601 7th Avenue

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Haugaard, has been notified. The Common Council is the final review authority.

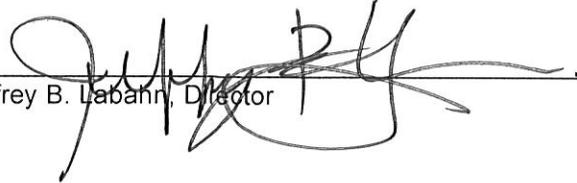
ANALYSIS:

- The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references a separate Resolution which identifies the Amendment to the City's Comprehensive Plan. The Amendment relates to the adoption of the Master Plan for Pennoyer Park.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance adopting the Master Plan for Pennoyer Park.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/SEP18/Fact-zo-1802gg-PennPark.odt

ORDINANCE NO. _____

SPONSOR: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 gg. OF THE ZONING
ORDINANCE TO AMEND THE COMPREHENSIVE PLAN
TO INCLUDE A MASTER PLAN FOR PENNOYER PARK**

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

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

gg. By Common Council Resolution _____ on file with the City Clerk
adopting the Master Plan for Pennoyer Park.

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

·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

MEMO

TO: Mayor Keith Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections *RS*

RE: **Attachment and Temporary Zoning District Classification
Under Section 66.0307, Wisconsin Statutes
City of Kenosha/Town of Somers Cooperative Plan
Property South of 60th Street and West of STH 31 - Parcel #80-4-122-032-0085**

DATE: October 20, 2014

Attached is an ordinance regarding the property petitioned to be attached to the City of Kenosha from the Town of Somers. The attachment area is located South of 60th Street and West of STH 31, and consists of 0.496 acres, more or less.

The attachment is a Unanimous Consent Petition and is consistent with the City of Kenosha/Town of Somers State Approved Cooperative Plan.

Other pertinent information regarding this attachment petition include the following:

The attachment area is located within the Area B agreement boundary with the Town of Somers.

- Existing development: Vacant
- Proposed land use(s): This parcel will be attached to 6114 Green Bay Road, which is located in the City and owned by the applicant.
- Projected population: 0

Owner's Name(s)	Property Address	Parcel Number
Bleashka	South of 60th Street and West of STH 31	80-4-122-032-0085

Recommendation: Since this Attachment is consistent with the Cooperative Plan, a recommendation is made to approve 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

Parcel No(s): 80-4-122-032-0085

Located at: South of 60th Street and West of STH 31

Town of Somers
[Bleashka, Property Owner]

ORDINANCE NO. _____

BY: THE MAYOR

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

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

Section One: **Territory Attached.** In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, the territory in the Town of Somers, Kenosha County, Wisconsin, with an associated population of zero (0), 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 November 7, 2014, the date of attachment, the territory described in Section One shall be a part of the City of Kenosha for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

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

Section Four: District and Ward Designation. The territory described in Section One is hereby made a part of the 72nd Ward of the 16th District of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Districts.

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

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

or unconstitutional provision or application.

Section Seven: Effective Date. This Ordinance, the Attachment, and the Zoning District Classifications shall take effect on November 7, 2014, after passage and publication, as provided by law.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

Parcel #80-4-122-032-0085

Legal Description
Bleashka Property south of 60th Street, west of STH 31

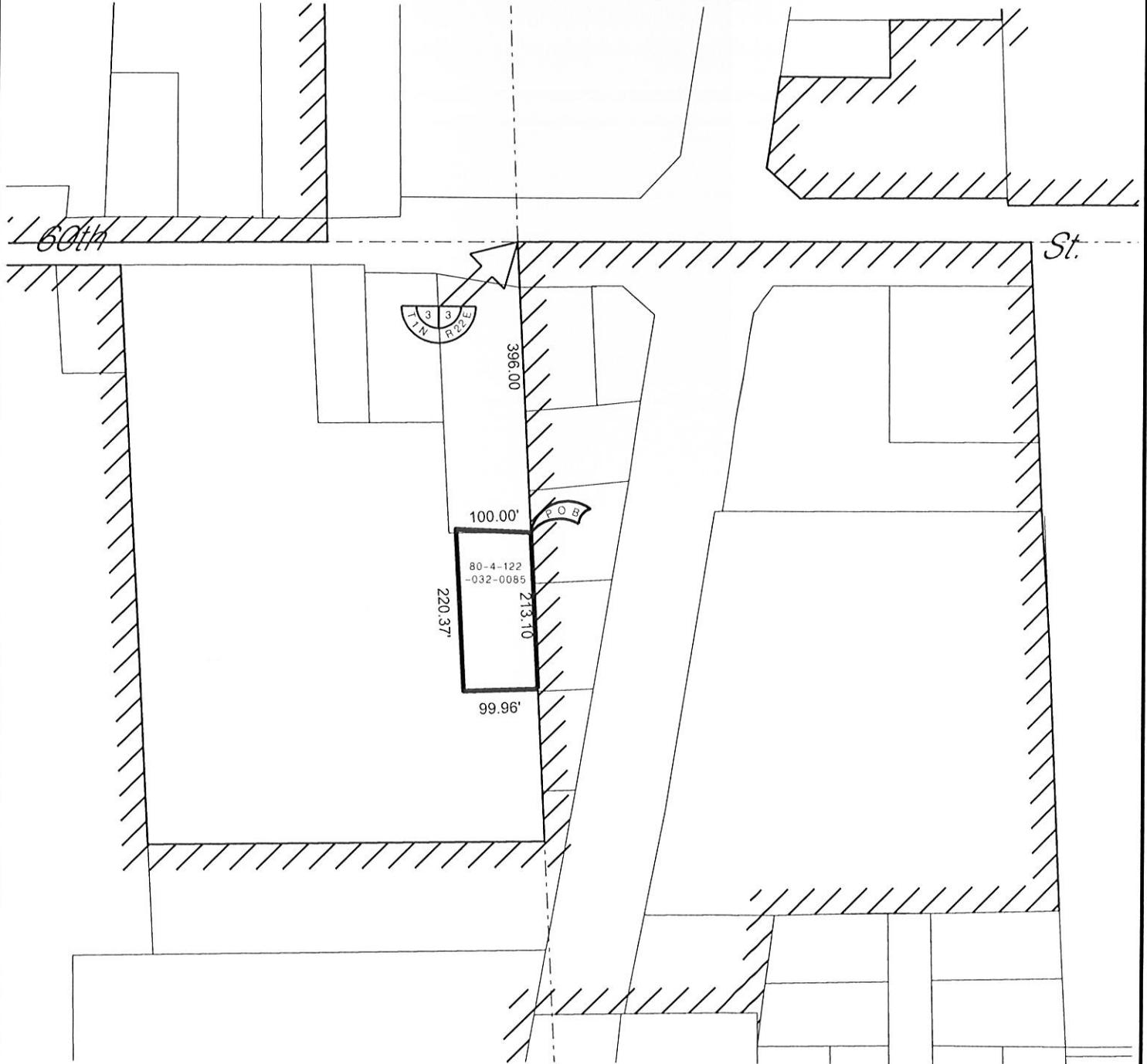
That part of the Northwest Quarter of Section 3, Township 1 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin described as follows:

Commencing at the Northeast corner of said Northwest Quarter and running thence Southerly along the east line of said Quarter Section 396 feet to the point of beginning: thence continuing Southerly along said east line 213.10 feet; thence West 99.96 feet; thence North 220.37 feet; thence East 100 feet to the point of beginning.

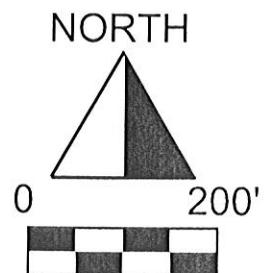
City of Kenosha
District Map
Attachment Ordinance
Bleashka

EXHIBIT B

Supplement No. AT3-14 Accompanying Ord. No. _____



 Denotes Present Corporate limits, City of Kenosha
 Denotes area to be Attached to the City of Kenosha

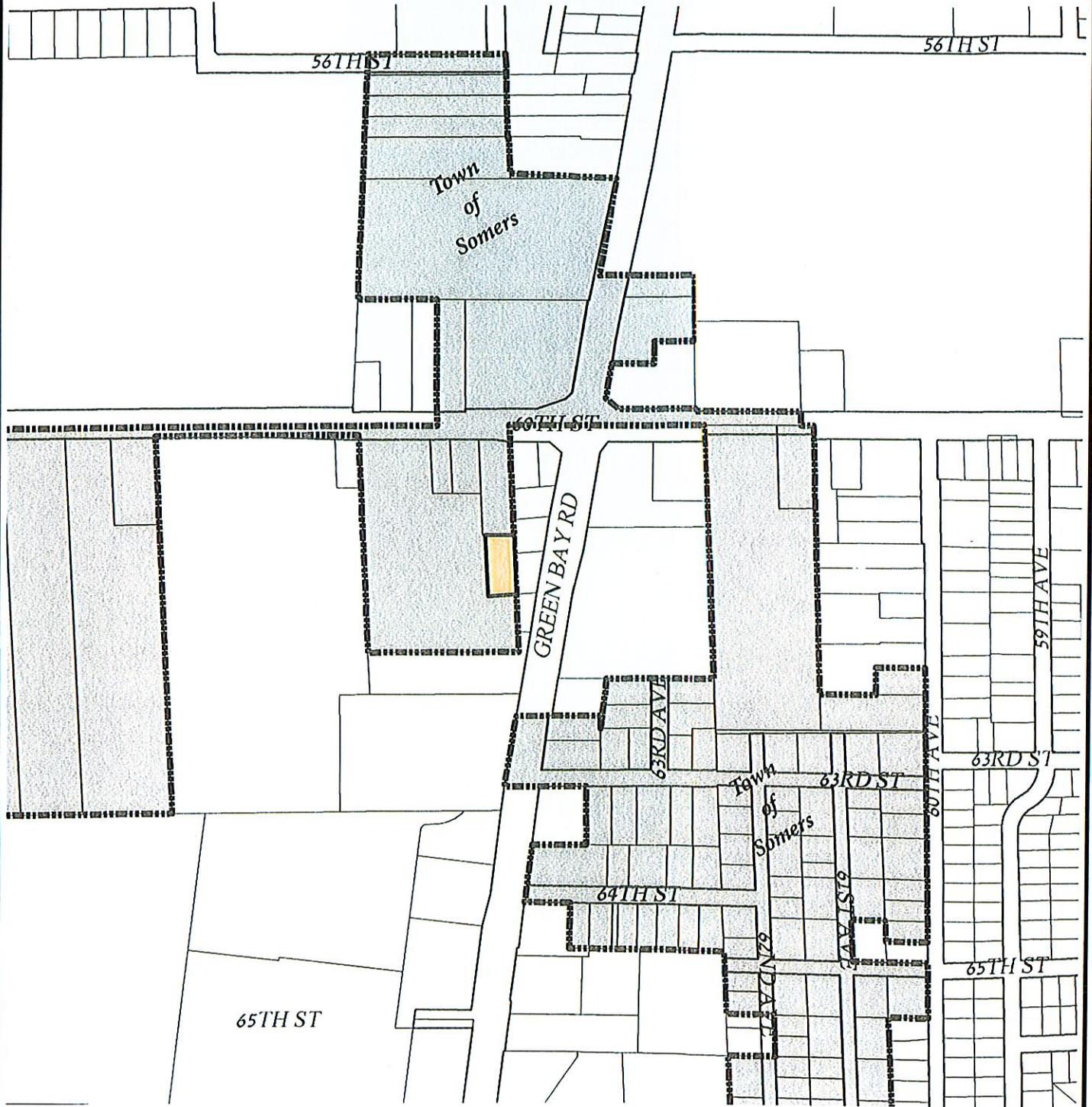


City of Kenosha

Zoning District Classification Map Exhibit "C"

Supplement No. AT3-14
Ordinance No. _____

Bleashka petition



Property to be zoned:

 A-2 Agricultural Land Holding



All Air-4

DCDI - Planning & Zoning Division - JBL - RPS - September 25, 2014 - mc

November 3, 2014 Pg. 96

Common Council Agenda Item H.2.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2012
By Increasing PK11-001 "Outdoor Rec Plan-Simmons Island" in the Amount of \$58,063 With
Outside Funding from Game Time Playground Grant Funding Award in the Amount of \$58,063
for a Net Change of \$0

WHEREAS, the City of Kenosha has received grant funding from Game Time
Playground towards the purchase of playground equipment at Simmons Island Park and:

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on October 13, 2014 and the Finance Committee on October
20, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK11-001	Outdoor Rec Plan – Simmons Island (2012)	449,921	58,063	507,984
PK11-001	Outdoor Rec Plan – Simmons Island (2012) Outside Grant Funding	0	(58,063)	(58,063)

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

City of Kenosha

to a GameTime Playground Grant funding award of

\$58,063.00

Funds must be claimed no later than November 15, 2014 and must accompany a new play system purchase. Order must ship before December 31, 2014. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for more details.

A handwritten signature in dark ink, reading "S. Spencer Cheak".

S. Spencer Cheak
Senior Vice President and General Manager

Simmons Park
Kenosha, Wisconsin



5101 Highway 55, Golden Valley, MN 55422
Minneapolis, MN | Milwaukee, WI
1.800.622.5425 | www.mnwiplay.com | info@mnwiplay.com

Drawing D7080H



RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2014
By Increasing PK11-001 "Outdoor Rec Plan-Anderson Park" by \$49,000 and Decreasing
PK12-001 " Anderson Pool" by \$18,900 and PK93-004 "Emerald Ash Borer" by \$30,100 for a Net
Change of \$0

WHEREAS, the city will be proceeding with the installation of fishing piers at Anderson
Park and:

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on October 16, 2014 and the Finance Committee on October
20, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK11-001	Outdoor Rec Plan- Anderson Park (2014)	14,375	49,000	63,375
PK12-001	Anderson Pool – (2012)	18,900	(18,900)	-0-
PK93-004	Emerald Ash Borer (2014)	80,000	(30,100)	49,900

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2012
By Increasing SW14-002 "Recreational Water Quality Improvements" in 2012 in the Amount of
\$445,850 With Outside Funding of \$132,500 and Decreasing SW95-001 "Storm Sewers" in the
Amount of \$313,350 for a Net Change of \$0

WHEREAS, the city plans on implementing the recommendations of the GLRI Beach
Sanitary Survey for Eichelman Park beach restoration; and

WHEREAS, the city has been awarded a grant of \$57,500 and \$75,000 to assist in
funding the restoration; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Storm Water Commission and the Finance Committee on October 20, 2014;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha,
Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW14-002	Recreational Water Quality (2012)	199,500	445,850	645,350
SW14-002	Recreational Water Quality – Outside Funding (2012)	(35,500)	(132,500)	(168,000)
SW95-001	Storm Sewers (2012)	837,900	(313,350)	524,550

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipSW14.002.10.16.14)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR

SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

October 15, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

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

CC: Rhonda Jenkins
District 2

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2012 by Increasing SW14-002 “Recreational Water Quality Improvements” in 2012 in the Amount of \$445,850 with Outside Funding of \$132,500 and Decreasing SW95-001 “Storm Sewers” in the Amount of \$313,350 for a Net Change of \$0***

BACKGROUND INFORMATION

Staff requested a CIP Amendment be drafted by Finance to add funds to the Stormwater Utility CIP line item for Recreational Water Quality Improvements to implement the recommendations of the “Recreational Water Quality Along Kenosha County’s Fresh Coast – GLRI Beach Sanitary Survey Project Data Report 2010-2012” as prepared by Julie Kinzelman and presented to the Stormwater Committee on July 15, 2013 for Eichelman Beach.

We received bids to complete this and the award of this project is an item on this agenda. This work will also be funded in part by the grant that was approved in response to the “Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City” which is the grant agreement awarding the City of Kenosha (Stormwater Utility) \$75,000 to begin implementation of the beach enhancements at Eichelman Beach as well as a Fund for Lake Michigan grant in the amount of \$57,500.

RECOMMENDATION

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2012 by Increasing SW14-002 “Recreational Water Quality Improvements” in 2012 in the Amount of \$445,850 with Outside Funding of \$132,500 and Decreasing SW95-001 “Storm Sewers” in the Amount of \$313,350 for a Net Change of \$0

RESOLUTION _____

SPONSOR: PARK COMMISSION

**TO ADOPT THE MASTER PLAN
FOR PENNOYER PARK**

WHEREAS, the City of Kenosha has prepared a Master Plan for Pennoyer Park that details the park improvements and costs, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Board of Park Commissioners approved the Park Master Plan for Pennoyer Park at their meeting on September 2, 2014; and

WHEREAS, the City Plan Commission approved the Master Plan for Pennoyer Park and an Amendment to the Comprehensive Plan for the City of Kenosha; 2035 with City Plan Commission Resolution 12 - 14 at their meeting on September 18, 2014; and

WHEREAS, the City has duly noticed and will hold a public hearing on the proposed Amendment following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED, that the City of Kenosha Common Council hereby adopts the Master Plan for Pennoyer Park.

Adopted this _____ day of _____, 2014.

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



LAKE MICHIGAN*

HIGH	+587.5 RECORD
NORM	+579 MEAN
LOW	+576 RECORD
TODAY	+577 APPROX.

*Data per the Great Lakes Environmental (Hobart Beach, MI Station)

EXISTING VEGETATION

Existing trees on street parking	86
off street parking	49
total existing	135
Proposed parking on street parking	78
off street parking	75
total proposed	153

- LEGEND**
- 1 TENNIS COURTS**
 - Maintain existing tennis courts.
 - Provide additional screening.
 - 2 ATHLETIC FIELD**
 - Space above for U4 Soccer.
 - Opportunity for practice football field.
 - 3 SEQUICENTENNIAL BANDSHELL**
 - Maintain existing structure.
 - Provide additional screening.
 - 4 AMPHITHEATER SEATING**
 - Scrubland permanent seating.
 - Scrubland permanent seating.
 - 5 EVENT AREA**
 - Maintain existing structures, add paths.
 - Additional electric connections.
 - 6 PLAY AREA**
 - Maintain existing play area.
 - Replace play equipment as necessary.
 - 7 DUNE RESTORATION**
 - Restore native dune grasses.
 - Prevent sand migration, ecosystem service.
 - 8 RESTROOM BUILDING**
 - Provide additional screening.
 - Improvements as required (accessibility).
 - 9 LAKEFRONT BIKE/PED PATH**
 - Recreate path to waterfront.
 - Bridge to maintain lakefront path to the north.
 - 10 ON STREET PARKING (78 stalls)**
 - Maintain existing seating.
 - Provide additional screening.
 - 11 KENNEDY DRIVE CONNECTION (53 stalls)**
 - Provide a paved connection at 3th Ave.
 - Additional off-street parking at 3th Ave.
 - 12 RECONFIGURED PARKING (42 stalls)**
 - Maintain existing location.
 - Replace play equipment as necessary.
 - 13 GATHERING NODE**
 - Bench or informal seating.



Bandshell
Tree lined Lakefront Path with Gathering Nodes
Amphitheater Seating
Bike/Ped Bridge

COST ESTIMATE



Project: Pennoyer Park Master Plan Date: July, 23 2014
 Project Number: 2546.01 Estimated by: cn/km
 Cost Estimate Status: Master Plan Approved by: bt

Item	Qty.	Unit	Unit cost	Item Total	Comments
Demolition					
1 General site clearing	1	ls	\$5,000.00	\$5,000.00	
2 Strip topsoil	1	ls	\$20,000.00	\$20,000.00	
3 Mass grading	1	ls	\$40,000.00	\$40,000.00	
4 Erosion control	1	ls	\$7,000.00	\$7,000.00	track pad \$2000, 2500ft silt fence
5 Dunes Earthwork	6400	cy	\$25.00	\$160,000.00	imported fill and earthwork
Total				\$232,000.00	
Hardscape					
6 Asphalt Parking Lot & Street	2,100	ton	\$85.00	\$178,500.00	4" asphalt pavement; 2.5" binder, 1.5" surface course
7 Parking Lot & Street Base	4,000	ton	\$20.00	\$80,000.00	8" depth compacted aggregate base
8 Concrete sidewalk	4,600	sf	\$7.00	\$32,200.00	Scored concrete pavement, includes base
9 Asphalt path system	600	ton	\$85.00	\$51,000.00	3" asphalt 10' wide path
10 Base course	1,550	ton	\$20.00	\$31,000.00	8" depth compacted aggregate base
11 Overlook area pavement	300	sf	\$7.00	\$2,100.00	Scored concrete pavement, includes base
12 Pavement Markings	1	ls	\$10,000.00	\$10,000.00	Striping, ADA symbols
Total				\$384,800.00	
Site Amenities					
13 Main shelter	1	ea	\$50,000.00	\$50,000.00	Restrooms, masonry and wood shelter
14 Playground	1	ls	\$20,000.00	\$20,000.00	Repair existing playground
15 Soccer goals	2	ea	\$1,500.00	\$3,000.00	Goals and net
16 Main field seeding	6,000	sy	\$2.00	\$12,000.00	Soccer field and rugby pitch seed and mulch (wear and tear 80/20 mix)
17 Lighting	1	ls	\$60,000.00	\$60,000.00	Pedestrian, parking and security lighting
18 Benches	10	ea	\$1,000.00	\$10,000.00	City standard
19 Picnic tables	10	ea	\$1,000.00	\$10,000.00	City standard
20 Trash/recycling receptacles	10	ea	\$800.00	\$8,000.00	City standard
21 Signage	1	ls	\$6,000.00	\$6,000.00	ADA signs, stop signs, no parking signs
22 Pedestrian Bridge	1	ls	\$150,000.00	\$150,000.00	
23 Amphitheater	1	ls	\$100,000.00	\$100,000.00	stone seating and earth work
24 Amphitheater Shade Structure	1	ls	\$50,000.00	\$50,000.00	shade kites
Total				\$479,000.00	
Landscape					
25 Lawn seeding	13,500	sy	\$1.00	\$13,500.00	Seed and mulch
26 Dune Grass	8,600	sy	\$4.50	\$38,700.00	Groundcovers, grasses, perennials
27 Trees and shrubs	1	ls	\$10,000.00	\$10,000.00	Includes mulch and bed preparation
Total				\$62,200.00	
Total				\$1,158,000.00	
15% Contingency				\$173,700.00	
				\$1,331,700.00	

Notes:

1. No permitting is included in this estimate.

RESOLUTION # _____

By: BOARD OF WATER COMMISSIONERS

TO PLACE SPECIAL ASSESSMENTS AGAINST BENEFITED PARCELS OF PROPERTY ON THE 2014 REAL ESTATE TAX ROLL FOR THE CONSTRUCTION OF WATER/SEWER MAINS, CONNECTION/LATERAL ASSESSMENTS, AND DELINQUENT WATER, SEWERAGE AND HOUSEHOLD HAZARDOUS WASTE BILLS, ETC., IN THE AMOUNT OF \$1,805,732.00

BE IT RESOLVED that the attached assessments (for the construction of water/sewer mains, connection/lateral assessments, and delinquent water, sewerage and household hazardous waste bills, etc.) in the amount of one million eight hundred five thousand seven hundred thirty-two and no/100 dollars (\$1,805,732.00) be levied against benefited parcels of property as shown by the report of the General Manager of the Kenosha Water Utility and filed in the office of the City Clerk of the City of Kenosha for the year 2014 as follows:

Delinquent Water and Sewerage Bills, Fireline Charges, and Household Hazardous Waste Bills	\$ 1,793,502.00
Water/Sewer Main and Connection/ Lateral Assessments	<u>\$12,230.00</u>
	\$ 1,805,732.00

•

Adopted this _____ day of November, 2014.

Attest: _____
Debra L. Salas, City Clerk – Treasurer

Approved: _____
Keith G. Bosman, Mayor

RESOLUTION NO. _____

By: The Mayor

To Place Special Assessments against Benefited Parcels of Property on the 2014
Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to
Exceed \$631,706.55

BE IT RESOLVED that assessments in an amount not to exceed \$631,706.55 be levied
against benefited parcels of property as shown by the report on file in the Office of the City
Clerk of the City of Kenosha for the year 2014.

Adopted _____ day of _____, 2014

Approved: _____
Keith G. Bosman, Mayor

Attest: _____
Debra Salas, City Clerk/Treasurer

(RESOLUTIONS14/2014delswuassessments.10.24.14)

Planning & Zoning Division
625 52nd Street - Room 308
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission

FACT SHEET

October 23, 2014

Item 13

Resolution By the Mayor: To Amend the Official Map for the City of Kenosha, Wisconsin, To Include the Attachment of Parcel #80-4-122-032-0085, South of 60th Street and West of STH 31 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 (Bleashka) (District #16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: South of 60th Street and west of STH 31

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Johnson, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The City has received a request to Attach a vacant parcel from the Town of Somers to the City of Kenosha.
- The Common Council is scheduled to act on the Attachment petition on November 3, 2014.
- As a part of the Attachment, the City will need to amend its Official Map to show this property as being located in the City of Kenosha, which is accomplished by the attached Resolution.

RECOMMENDATION:

A recommendation is made to approve the Official Map Amendment.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2014/OCT23/13Fact-attach-bleashka.odt

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF

Parcel No(s): 80-4-122-032-0085

Located at: South of 60th Street and West of STH 31

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 [Bleashka, Property Owner]

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

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

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-122-032-0085 located South of 60th Street and West of STH 31, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on November 3, 2014, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification

Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-122-032-0085, located South of 60th Street and West of STH 31, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-122-032-0085 located South of 60th Street and West of STH 31, Kenosha, Wisconsin, as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

Adopted this _____ day of _____, 2014.

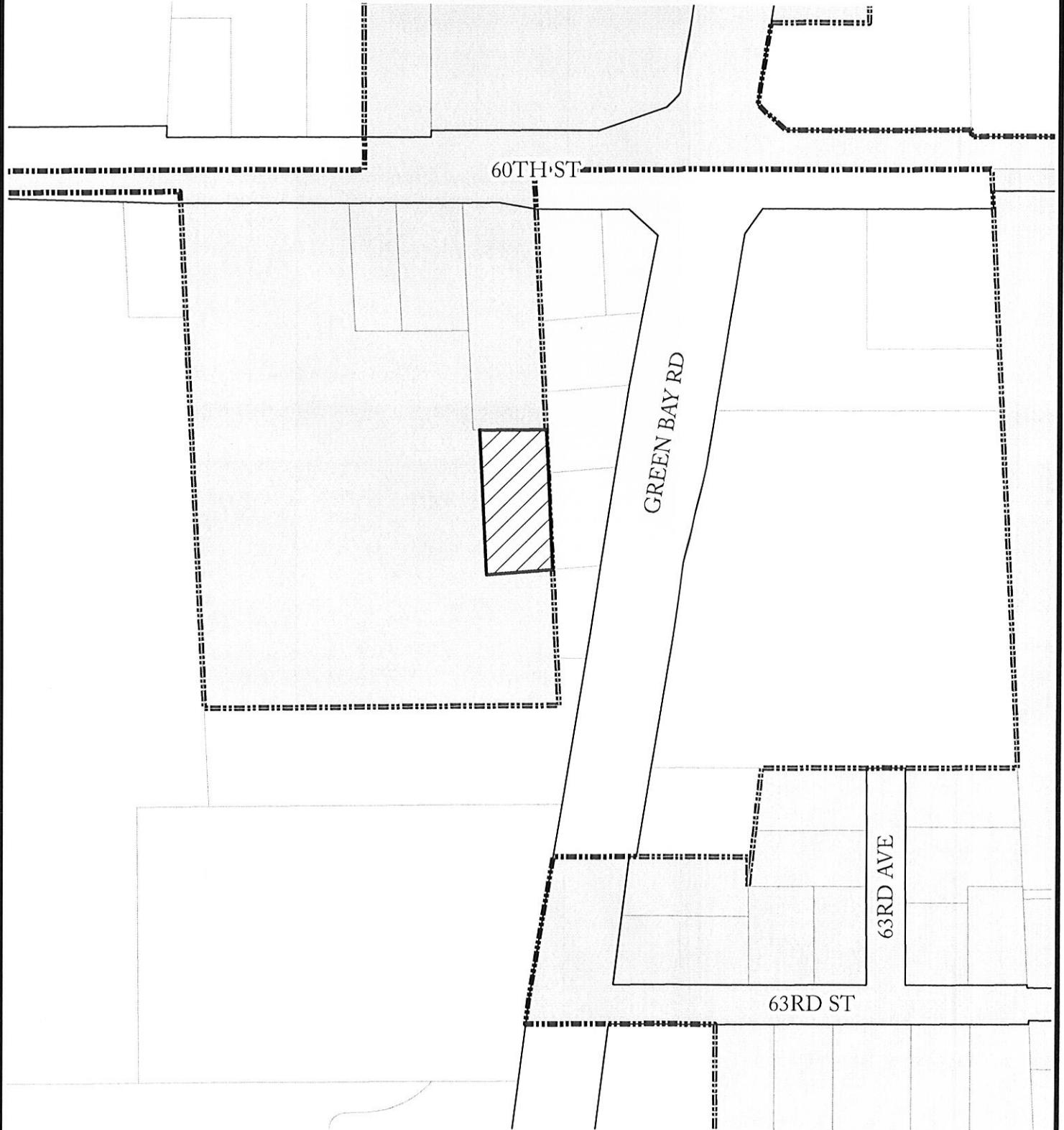
ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha
**Official Map Amendment
Bleashka Attachment**



Property to be Attached to the City



0 200

Feet

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 – 52nd Street
Kenosha, Wisconsin 53140
(262)653-4201
Fax (262)653-4010

October 27, 2014

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Redevelopment Authority, for a term which will expire November 15, 2019:

Alderman Bob Johnson, 10902-75th Street, Kenosha (SOEI filed 10/14/14)
John Potente, 5919-10th Avenue, Kenosha (SOEI filed 10/15/14)

I am confident these members will continue to be conscientious and hardworking members of the Redevelopment Authority.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman', written over a horizontal line.

Keith G. Bosman
Mayor

KGB:pml

**DEVELOPMENT GRANT AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 5)**

THIS AGREEMENT is entered into as of this 30th day of October, 2014 (the "Effective Date"), by the City of Kenosha, Wisconsin (the "City") and Emerson Electric Co. d/b/a InSinkErator (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to redevelop the property described on Exhibit A (the "Property") for industrial uses as described on Exhibit B (the "Development");

WHEREAS, the Property is located in the City's Tax Incremental District No. 5 (the "District"), which the City has established in order to finance project costs related to industrial development within the District as permitted under Wis. Stats. Section 66.1105;

WHEREAS, the Developer plans to construct improvements (the "Developer's Improvements"), pursuant to plans to be submitted to and approved by City (the "Approved Plans");

WHEREAS, the Developer's Improvements will serve the purpose of promoting industrial development;

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund a portion of the costs of the Developer's Improvements, as provided below; and

WHEREAS, the City is willing to enter into this Agreement in consideration of construction of the Developer's Improvements and satisfaction of the Employment Requirements (as defined in this Agreement);

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The Developer makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Developer and in executing this Agreement and performing its obligations hereunder:

(a) Developer is a duly formed and existing corporation in good standing under the laws of the State of Delaware.

(b) The fee owner of the Property is GPT Kenosha Owner LLC (the "Property Owner").

(c) Developer is a party to a lease (the "Lease") with the Property Owner pursuant to which it leases the Property from the Property Owner.

(d) Under the terms of the Lease, the Developer has all of the rights with respect to the Property necessary for it to undertake and complete the Development and the Developer's Improvements as provided in this Agreement.

(e) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

(f) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

(g) The Developer has sufficient available funds and resources to enable the Developer to complete the Developer's Improvements, and to carry out Developer's other obligations under this Agreement. Upon the request of the City, the Developer agrees to make available for inspection by the City's private financial advisor evidence of its financial resources reasonably sufficient to demonstrate its ability to complete the Developer's Improvements. The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect the ability of the Developer to satisfy its obligations under this Agreement. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of Developer to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to Developer of any public records, freedom of information or similar requests seeking information related to the Developer and/or the Developer's Improvements (a "FOIA Request") and to consult with Developer prior to responding to any FOIA Request. The final decision regarding the disclosure of any information in response to a FOIA Request shall be made at the discretion of the City Attorney.

2. UNDERTAKINGS OF THE DEVELOPER.

2.1 Construction of the Developer's Improvements. The Developer shall construct the Developer's Improvements on the Property in accordance with this Agreement and the Approved Plans. The Developer's Improvements shall comply in all material respects with all applicable municipal ordinances of the City, approved variances, and with any pertinent current provisions of the TIF District No. 5 Project Plan ("TIF Plan") (which is described on Exhibit C). The Developer shall also be responsible for the cost of the construction of any improvements to public highways or roads which may be required by the Wisconsin Department of

Transportation's Traffic Impact Analysis Guidelines as a result of improvement of the Property by construction of the Developer's Improvements.

2.2 Employment Requirements. As of December 31 of each of the years 2015 through 2024, the Developer shall have a workforce at its facility on the Property of at least the number of full-time equivalent employees listed on Exhibit D-1 with average hourly wages (excluding all benefits) of at least the amount listed for each such year on Exhibit D-1 (collectively, the "Employment Requirements"). For purposes of determining compliance with the Employment Requirements (a) the number of full-time equivalent employees shall be calculated by dividing the total number of employee hours worked at the facility on the Property by 2080 and (b) hourly "wages" shall be calculated based on income as reported in Box 5 of federal Form W-2. In addition, with respect to the Employment Requirements as of December 31, 2015 only, compliance shall be determined by using the employment and wage information for the period of time from October 1, 2015 through December 31, 2015, and dividing the total number of employee hours worked at the facility on the Property by 488 for the period. Developer shall provide the City with evidence of satisfaction of the Employment Requirements annually, no later than February 15 of each year. The first report as to satisfaction of the Employment Requirements shall be as of December 31, 2015 and shall be filed with the City no later than February 15, 2016. The Developer's report as to satisfaction of the Employment Requirements shall be in the form set forth on Exhibit D-2 and shall include such supporting information as is necessary to permit the City to verify that the Employment Requirements have been met. The City shall have the right to inspect, and to have its independent accountants or other consultants inspect, the books and records of the Developer to the extent necessary to verify the information provided by the Developer with respect to satisfaction of the Employment Requirements.

3. UNDERTAKINGS OF THE CITY.

3.1 Development Grant. To induce the Developer to locate its facility in the City and to construct the Developer's Improvements, the City shall provide to the Developer a grant (the "Development Grant") in the amount of One Million Dollars (\$1,000,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of construction of the Developer's Improvements. As a condition precedent to payment of any portion of the Development Grant, the Developer shall present copies of purchase orders or other documentation reasonably satisfactory to the City (the "Developer's Cost Documentation") showing that Developer has incurred obligations for construction of the Developer's Improvements in an amount at least equal to the portion of the Development Grant to be paid. The City shall make available to the Developer the portion of the Development Grant supported by the Developer's Cost Documentation, until the full amount of the Development Grant has been paid. Each payment of Development Grant money shall be made no later than ten (10) days after the later of (a) the date the Developer's Cost Documentation is filed with the City and (b) the date of issuance of the City's Notes (described in Section 3.2 below).

3.2 City Financing. The City shall issue general obligation promissory notes (the "Notes") in an amount sufficient to fund the Development Grant and to pay the costs of issuance of the Notes. The Notes shall have a term of not to exceed ten (10) years and shall not have an annual rate of interest thereon in excess of 4.50% per annum.

4. PAYMENTS BY DEVELOPER FOR FAILURE TO MEET EMPLOYMENT REQUIREMENTS.

In the event that the Employment Requirements set forth in Section 2.2 above are not satisfied in any given year, the Developer shall make payments to the City on the following terms (each, a "Payment"):

(i) As set forth on Exhibit D-1, the Payment (if any) with respect to a given year will be equal to \$300,000 with respect to the Employment Requirements for the year 2015; \$250,000 with respect to the Employment Requirements for the year 2016; \$200,000 with respect to the Employment Requirements for the year 2017; \$125,000 with respect to the Employment Requirements for the year 2018; \$62,500 with respect to the Employment Requirements for the year 2019; \$30,000 with respect to the Employment Requirements for the year 2020; \$15,000 with respect to the Employment Requirements for the year 2021; \$7,500 with respect to the Employment Requirements for the year 2022; \$5,000 with respect to the Employment Requirements for the year 2023; and \$2,500 with respect to the Employment Requirements for the year 2024;

(ii) Developer's obligation to make Payments is limited to Payments with respect to the years ending December 31, 2015 through 2024, which payments are payable in the years 2016 through 2025 (the "Payment Period"). Each Payment (if any) shall be made as described in paragraph (iii) below;

(iii) Developer will pay to the City any Payment due at the time it files with the City the completed Reporting Form for the year.

5. CONDITIONS OF THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT.

Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to payment of the Development Grant and performance of any other obligations of the City under this Agreement, all of the following shall occur:

(a) All representations and warranties of the Developer set forth in this Agreement shall at all times be true, complete and correct in all material respects, except for such representations and warranties that are made as of a certain date, which shall be true, complete and correct in all material respects as of such date;

(b) No Event of Default has occurred; and

(c) The City or its financial advisor (i) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer's capacity to complete the Developer's Improvements; and (ii) has reasonably determined that there is no material adverse change in the financial condition of the Developer that is reasonably likely to impair the ability of the Developer to perform its obligations under this Agreement.

6. DEFAULT/REMEDIES.

(a) Events of Default. An “Event of Default” is any of the following:

(i) (1) Failure by the Developer to commence construction of the Developer’s Improvements on or before December 31, 2014, or (2) abandonment of construction of the Developer’s Improvements for more than sixty (60) consecutive days or (3) failure by the Developer to complete construction of the Developer’s Improvements on or before December 31, 2015 (with completion of construction being evidenced by the issuance by the City of a temporary occupancy permit with respect to the Developer’s Improvements, the issuance of which permit shall not be unreasonably withheld by the City);

(ii) A failure to make any Payment when and as due to the City;

(iii) The Developer becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within 90 days; or

(iv) The dissolution or liquidation of the Developer or the commencement of any proceedings therefor, which are not dismissed within 90 days.

(b) Remedies on Default. Whenever an Event of Default occurs and is continuing, the City may take any one or more of the following actions without waiving any rights or remedies available to it:

(i) Immediately suspend its performance under this Agreement, from the time beginning when the City delivers notice of a purported Event of Default to the Developer and ending when the City receives assurances from the Developer reasonably deemed adequate by the City, that the Developer has cured or will cure the purported event, condition, act or omission;

(ii) Commence legal or administrative action, in law or in equity, which is reasonably necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, which is the basis for an Event of Default;

(iii) In the event of a failure by the Developer to complete construction of the Developer’s Improvements, require the Developer to repay to the City the amount of the Development Grant previously paid to the Developer.

(c) Remedies. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. Any party may pursue any one or more of its remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to

time and as often as may be deemed expedient. Notwithstanding anything to the contrary, the parties acknowledge and agree that no party shall be entitled to recover more than once for the same damages or losses.

(d) No Implied Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(e) Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party incurs attorneys fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorneys fees, court costs and other such expenses incurred by such prevailing party.

7. TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date of this Agreement set forth above and shall end on the later of: (a) receipt by the Developer of notice from the City under Section 4 (iii) regarding the Employment Requirements report with respect to the year ended December 31, 2024, and (b) the date on which all Payments owed to the City by Developer (if any) have been paid; provided that the Agreement may be terminated at the option of the City, without creating any cause of action against the City, if the City is unable to issue the City's Notes. The parties' confidentiality obligations shall survive any termination of this Agreement.

8. INDEMNIFICATIONS.

The Developer will indemnify and hold harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Developer's Improvements and the Property. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body, member, officer, agent, servant or employee or the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be covenants,

stipulations, promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants or employees.

9. ASSIGNMENT OF AGREEMENT.

This Agreement may not be assigned by the Developer without the prior written consent of the City. Any such consent requested of the City may be withheld, conditioned or delayed for any commercially reasonable reason.

10. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the successors and assigns of the Developer.

11. MISCELLANEOUS.

11.1 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

Developer:

Emerson Electric Co.
d/b/a InSinkErator

Attn: Tim Ferry
President
Phone: 262-554-3501

Email: tim.ferry@emerson.com
With a copy to:

Neal Wieschhaus, Director
Duff & Phelps LLC
111 Westport Plaza, Suite 600
St. Louis, MO 63146

Phone: 314-542-3062

Email: neal.wieschhaus@duffandphelps.com

City:

City of Kenosha
ATTN: Director of Finance
625 - 52nd Street
Kenosha, WI 53140

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176

Email: webcityattorney@kenosha.org

Any party may, by written notice to the other party, designate a change for notice purposes.

11.2 No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Property or the Developer's Improvements as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

11.5 Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

11.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

11.7 Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns and is not intended to and does not create any right in any third party.

11.8 Amendment. This Agreement may only be amended in a writing signed by the City and Developer.

11.9 Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

11.10 Independent Contractors. The City and Developer each are entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

11.11 Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

11.12 Agreement to Pay Attorneys' Fees and Expenses. In the event that a party or third-party beneficiary incurs attorney's fees, court costs and/or other expenses in connection with enforcing the performance or observance of any obligation under this Agreement, the prevailing party shall be reimbursed reasonable attorney's fees, court costs and other reasonable expenses incurred by such prevailing party.

11.13 Exhibits. All exhibits referenced herein are incorporated herein by reference.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF KENOSHA

By: _____
Keith G. Bosman, Mayor

By: _____
Debra Salas, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014 the above-named Keith G. Bosman and Debra Salas to me known to be the Mayor and City Clerk of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

_____, Notary Public,
Kenosha County, Wisconsin
Commission: _____

EMERSON ELECTRIC CO.
d/b/a InSinkErator

By: Tim Ferry
Tim Ferry
Title: President

By: TIM FERRY
Title: PRESIDENT - IN SINKERATOR

STATE OF Wisconsin)
COUNTY OF Racine)

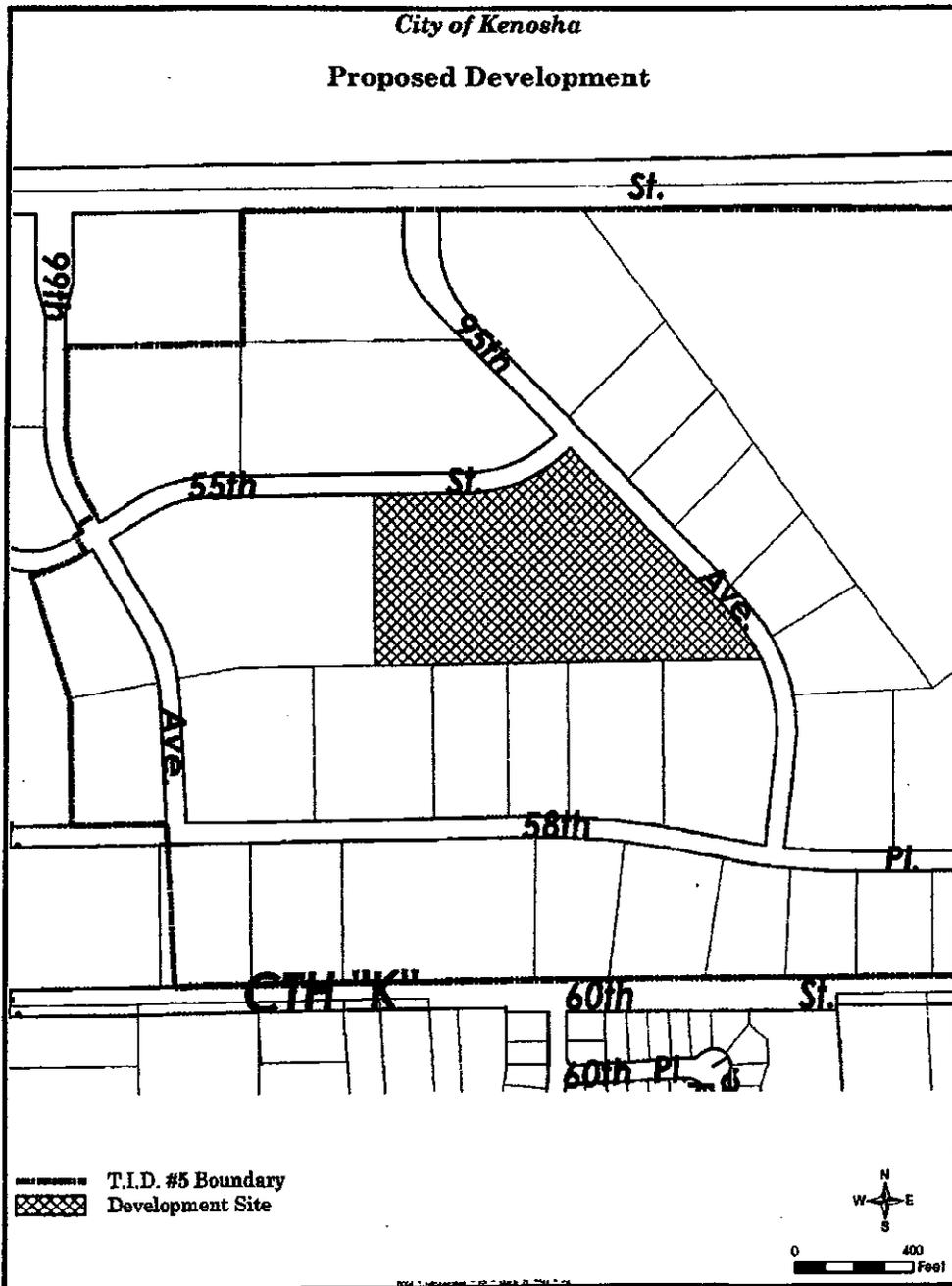
Personally came before me this 30th day of October, 2014 the above-named
Tim Ferry and _____, the
President and _____ of Emerson Electric Co., to me
known to be the persons who executed the foregoing instrument and acknowledged the same on
behalf of said company.

Michelle R. Bernhardt
_____, Notary Public,
Racine County, Wisconsin
Commission: _____

**My Commission Expires
January 22, 2018**

**EXHIBIT A
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Property



**EXHIBIT B
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Development

The project involves the redevelopment of the Property for industrial uses consisting of machining, light assembly, metal stamping and fabrication, a water-based paint line and possible small aluminum die casting.

**EXHIBIT C
TO
DEVELOPMENT GRANT AGREEMENT**

TIF Plan

The Project Plan for Tax Incremental District No. 5, as amended (the "Project Plan") was approved by a resolution of the City's Common Council, adopted on April 18, 1994, and was approved by the Joint Review Board on May 3, 1994. The Project Plan is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT D-1
TO
DEVELOPMENT GRANT AGREEMENT**

Employment Requirements

Year (as of Dec. 31*)	Minimum Number of Full Time Equivalent Employees	Minimum Average Hourly Wages	Amount of Payment for Failure to Meet Employment Requirements
2015	150	\$ 15.00	\$ 300,000
2016	155	\$ 17.00	\$ 250,000
2017	175	\$ 19.00	\$ 200,000
2018	200	\$ 21.00	\$ 125,000
2019	200	\$ 21.00	\$ 62,500
2020	200	\$ 21.00	\$ 30,000
2021	200	\$ 21.00	\$ 15,000
2022	200	\$ 21.00	\$ 7,500
2023	200	\$ 21.00	\$ 5,000
2024	200	\$ 21.00	\$ 2,500

* The report as to satisfaction of the Employment Requirements for each such year shall be filed with the City no later than February 15 of the next calendar year (i.e. February 15, 2016 through February 15, 2025).

**EXHIBIT D-2
TO
DEVELOPMENT GRANT AGREEMENT**

Employment Requirement Reporting Form

See attached

City of Kenosha
Development Grant Agreement Support Schedule 2015
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Three Month Period Ended December 31, 2015 ONLY

SAMPLE

Section I: Employment Requirements:

Total Hours worked by all wage earners for the period (1)	75,000	(a) (input)
Divided by:		
Number of Full Time Equivalent Employees Employed during the period	488	(b) (constant)
Number of Full-Time Equivalent Employees required by agreement	154	(c) (calculation)
Is Line (c) greater than or equal to Line (d) ?	150	(d) (see Exhibit D-1)
	YES	(e) (auto)
Total Wages paid for period based on Form W-2, Box 5	\$ 1,200,000	(f) (input)
Divided by full-time equivalent employees (from Line (c) above)	154	(g) (auto)
Actual Average Annual Wages per employee for the period	\$ 7,808	(h) (calculation)
Average Hourly Wages per employee for the period (Line (h) divided by Line (b))	\$ 16.00	(i) (calculation)
Average Hourly Wages per employee required by agreement	\$ 15.00	(j) (see Exhibit D-1)
Is Line (i) greater than or equal to Line (j) ?	YES	(k) (auto)

If Line (e) and Line (k) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and InSinkErator

If Line (e) or Line (k) is "NO", continue to Section II.

Section II: Employment Requirement Violation Payment:

Required Payment - Period Covered: 2015 \$ 300,000 (l) (by contract)

Please sign and certify this form and forward your payment in the amount shown above based on the period covered of this report to the City of Kenosha as per the terms and conditions of Paragraph 4.(iii) of the Development Grant Agreement between the City of Kenosha and InSinkErator.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule 2015
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

SAMPLE

Period Covered: For the Three Month Period Ended December 31, 2015 ONLY

The Corporate officer signing below certifies that the accompanying information and statements provided by InSinkErator is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and InSinkErator Paragraph 2.2, the City reserves its rights to inspect and to have its independant accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

City of Kenosha
Development Grant Agreement Support Schedule 2016-2024
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Year Ended December 31, 20XX

SAMPLE

Section I: Employment Requirements:

Total Hours worked by all wage earners for the period (1)	450,000	(a) (input)
Divided by:		
Number of Full Time Equivalent Employees Employed during the period	2,080	(b) (constant)
Number of Full-Time Equivalent Employees required by agreement	216	(c) (calculation)
Is Line (c) greater than or equal to Line (d) ?	200	(d) (see Exhibit D-1)
	YES	(e) (auto)
Total Wages paid for period based on Form W-2, Box 5	\$ 9,500,000	(f) (input)
Divided by full-time equivalent employees (from Line (c) above)	216	(g) (auto)
Actual Average Annual Wages per employee for the period	\$ 43,911	(h) (calculation)
Average Hourly Wages per employee for the period (Line (h) divided by Line (b))	\$ 21.11	(i) (calculation)
Average Hourly Wages per employee required by agreement	\$ 21.00	(j) (see Exhibit D-1)
Is Line (i) greater than or equal to Line (j) ?	YES	(k) (auto)

If Line (e) and Line (k) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and InSinkErator

If Line (e) or Line (k) is "NO", continue to Section II.

Section II: Employment Requirement Violation Payment:

Required Payment - Period Covered: 2016	\$ 250,000	(l) (by contract)
Required Payment - Period Covered: 2017	\$ 200,000	(m) (by contract)
Required Payment - Period Covered: 2018	\$ 125,000	(n) (by contract)
Required Payment - Period Covered: 2019	\$ 62,500	(o) (by contract)
Required Payment - Period Covered: 2020	\$ 30,000	(p) (by contract)
Required Payment - Period Covered: 2021	\$ 15,000	(q) (by contract)
Required Payment - Period Covered: 2022	\$ 7,500	(r) (by contract)
Required Payment - Period Covered: 2023	\$ 5,000	(s) (by contract)
Required Payment - Period Covered: 2024	\$ 2,500	(t) (by contract)

Please sign and certify this form and forward your payment in the amount shown above based on the period covered of this report to the City of Kenosha as per the terms and conditions of Paragraph 4.(iii) of the Development Grant Agreement between the City of Kenosha and InSinkErator.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule 2016-2024
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Year Ended December 31, 20XX

SAMPLE

The Corporate officer signing below certifies that the accompanying information and statements provided by InSinkErator is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and InSinkErator Paragraph 2.2, the City reserves its rights to inspect and to have its independant accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

Document Number	LIMITED EASEMENT AND AGREEMENT BY AND BETWEEN CITY OF KENOSHA AND ASYST TECHNOLOGIES L.L.C. Document Title
------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

This space is reserved for recording data

Return to

City of Kenosha
 Attn: Director of Public Works
 625 56th Street, Room 305
 Kenosha, WI 53140

Parcel Identification Number/Tax Key Number:
 08-222-32-370-145
 08-222-32-375-125

LIMITED EASEMENT AND AGREEMENT

By And Between

**CITY OF KENOSHA,
A Wisconsin Municipal Corporation**

And

**ASYST TECHNOLOGIES L.L.C.,
An Illinois Limited Liability Company**

This Easement and Agreement (this “**Easement and Agreement**”) made by and between the **CITY OF KENOSHA**, a Wisconsin municipal corporation, hereinafter referred to as “**Grantor**” and **ASYST TECHNOLOGIES L.L.C.**, an Illinois limited liability company, hereinafter referred to as “**Grantee**”.

Grantor, in consideration of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee for a period of twenty (20) years (“**Initial Term**”) a non-exclusive easement in, to and under and across that certain portion of the real property legally described on, and as shown on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”) to install, construct, expand, replace, maintain, and repair underground cable (hereinafter “**Permitted Work**”) for the purposes of technology/data use over, across, through, and under the Easement Area, together with the right to excavate and refill ditches and/or trenches, install appurtenances, and the further right to remove trees, bushes, undergrowth and remove other structures and obstructions interfering with the Permitted Work, but only to the extent such structures or obstructions are within the Easement Area. Upon completion of the Initial Term, the easement granted herein shall be automatically extended for a period of ten (10) years (“**Extension Term**”) unless Grantee gives Grantor written notice of the intent to terminate the easement within ninety (90) days of the end of the Initial Term. The Initial Term and the Extension Term (if any) shall be referred to collectively herein as the “**Term**”. Notwithstanding the foregoing, the easement granted herein shall terminate prior to completion of the Term upon (1) the vacation by Grantee of either or both of the two (2) properties (Parcel Nos. 08-222-32-370-145 or 08-222-32-375-125) served by the easement, and the failure of Grantee and/or the successor owner of such vacated parcel(s), as applicable, to provide Grantor with written notice evidencing a commercially reasonable need for such easement to remain in place, or (2) the discontinued use of the underground cable.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area including, but not limited to, requesting Grantee, upon ninety (90) days’ prior written notice, to relocate the Easement Area or reposition the underground cable therein in the event Grantee’s use interferes with the installation of other utilities or the modification/relocation of the right of way upon which the easement is granted.

Grantee shall notify Grantor prior to commencing any Permitted Work that disturbs or modifies the Easement Area, except in the case of an emergency (in which case Grantee shall notify Grantor as soon as possible), and Grantee shall coordinate that activity with Grantor. Grantee shall endeavor to perform the Permitted Work in a manner that will not unreasonably interfere with the access of other tenants located in the Business Park of Kenosha.

For the purpose of performing Permitted Work, Grantee shall have the right to enter, pass over and use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down, and storage of non-hazardous materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work, but upon completion of any such work, shall restore the Easement Area and surrounding property to the condition in which it existed prior to such work. Grantee shall not unreasonably obstruct Grantor’s access to the Easement Area. Grantee shall have the obligation to maintain and repair all facilities it installs in the Easement Area.

Grantee shall perform any work contemplated by this Easement and Agreement in an orderly, workmanlike manner with reasonable care, skill and diligence and in compliance with all applicable laws, orders regulations and ordinances. Grantee shall keep the Easement Area free of all liens filed in connection with any work performed by Grantee on the Easement Area.

All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective parties at the addresses stated below:

GRANTEE:

Asyst Technologies L.L.C.
5811 99th Avenue
Kenosha, WI 53144

With a copy to:

GRANTOR:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Public Works
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

Grantee shall indemnify Grantor, Grantor's officers, employees and agents (collectively "Grantor's Indemnified Parties") for acts of negligence and intentional acts of Grantee or any of its agents, employees or contractors in connection with this Easement and Agreement.

Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Upon the vacation by Grantee of either or both of the two (2) properties (Parcel Nos. 08-222-32-370-145 or 08-222-32-375-125) served by the easement granted herein, Grantee shall have the right, during the Term, to assign, in whole or in part, the easement granted herein to the successor owner of such vacated parcel(s) upon the provision to Grantor of written notice from Grantee and/or such successor owner, as applicable, evidencing a commercially reasonable need for such easement to remain in place. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce the Easement and Agreement at law or in equity.

SIGNATURE PAGES FOLLOW

GRANTEE:

ASYST TECHNOLOGIES L.L.C.
An Illinois Limited Liability Company

BY: [Signature]
GEROLD HACKENBRACHT, President

Date: 10/10/2014

STATE OF WISCONSIN)
:SS
COUNTY OF KENOSHA)

Personally came before me this 10 day of October, 2014, GEROLD HACKENBRACHT, President of ASYST TECHNOLOGIES L.L.C., an Illinois limited liability company, to me known to be such President of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.



[Signature]

Notary Public, Kenosha County, WI.

My commission expires/is: July 17, 2016

GRANTOR:
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

DRAFTED BY:
William K. Richardson
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

11374885.6

LEGAL DESCRIPTION OF THE CENTERLINE OF A PROPOSED 10' EASEMENT IN THE PUBLIC RIGHT OF WAY OF 99TH AVENUE NORTH OF 58TH PLACE.....

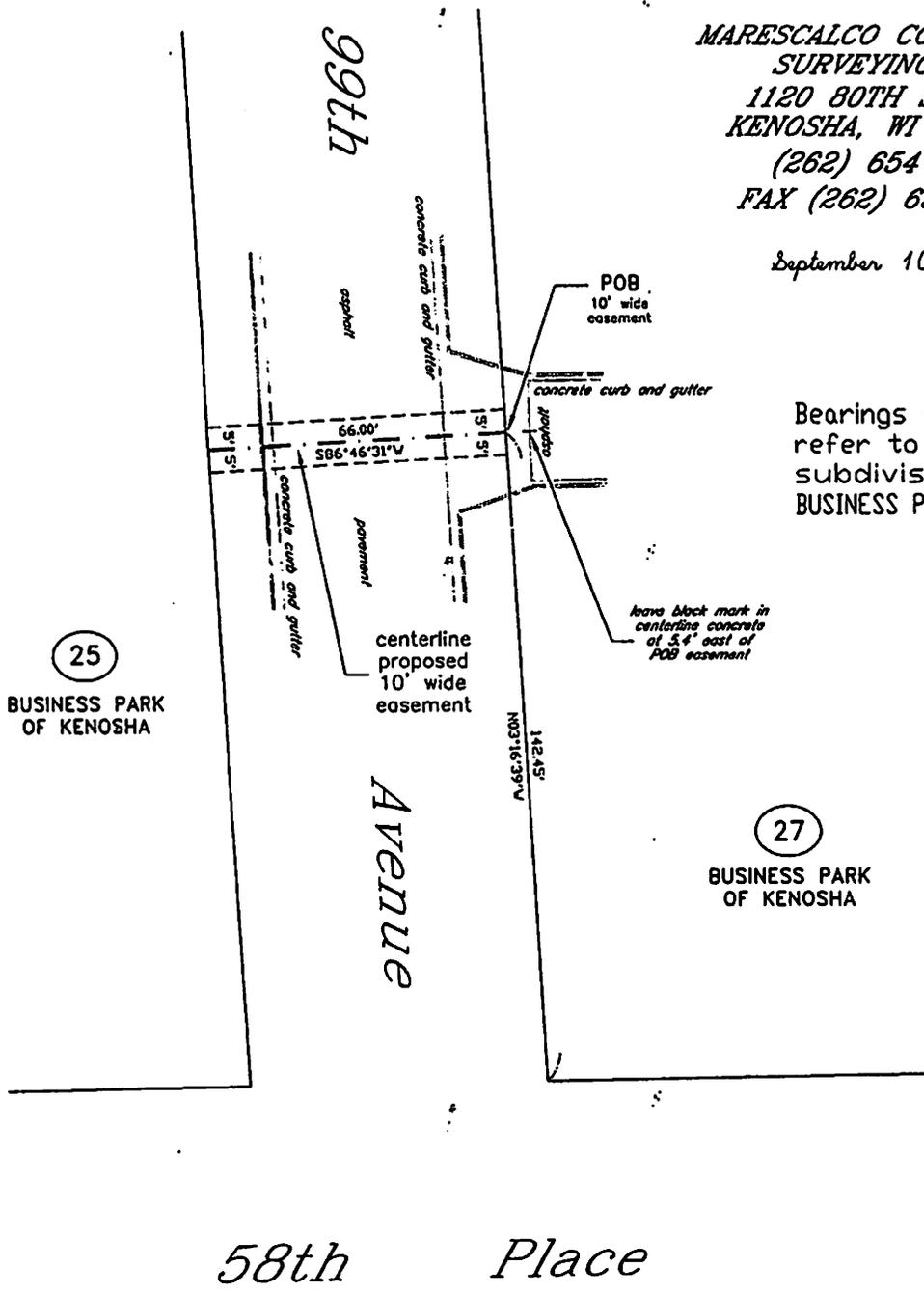
Part of the Southwest Quarter of Section 32, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of Lot 27 in BUSINESS PARK OF KENOSHA, a plat of record and on field at the Kenosha County Land Registry; said point of commencement is the northeast corner of 58th Place and 99th Avenue; thence N03°16'39"W along and upon the east line of said 99th Avenue, 142.45 feet and to the point of beginning of a proposed 10 foot wide easement; thence S86°46'31"W 66.00 feet and to the west line of the aforesaid 99th Avenue and the end of said easement..

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

September 10, 2014

Bearings showin hereon,
refer to the recorded
subdivision plat of
BUSINESS PARK OF KENOSHA.





ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE

SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

October 23, 2014

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

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal Phase II
Project #14-1417**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received four proposals to complete the Parkway Tree Removal Phase II Contract for 2014. Staff has reviewed the proposals and has chosen Droprite Tree & Landscape, LLC, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Droprite Tree & Landscape, LLC, Somers, WI	\$81,311.00
Asplundh Tree Expert Co., Schofield, WI	\$84,346.50
Lakeside Tree Care, Kenosha, WI	\$96,050.00
Arbor Images, Inc., Burlington, WI	\$108,050.00

The 2014 tree removal list contract includes removing approximately 216 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Droprite Tree & Landscape, LLC (Somers, Wisconsin) for \$89,000 to include their quote of \$81,311 with \$7,689 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal/Emerald Ash Borer Program.

SAB/kjb

2014 CONTRACT TO REMOVE TREES

By And Between

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

And

**DROPRITE TREE & LANDSCAPE SERVICE, LLC
a Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$89,000.00

CONTRACT AMOUNT: \$81,311.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$7,689.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **DROPRITE TREE & LANDSCAPE SERVICE, LLC**, a Wisconsin limited liability company, located at 7709 12th Street, Somers, Wisconsin 53171, hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH:

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

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

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

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

1. DEFINITIONS.

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

- b. **“CONTRACTOR”** shall mean **DROPRITE TREE & LANDSCAPE SERVICE, LLC** and any subcontractors approved by the **CITY**.
 - c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
 - d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
 - e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, basal sprouts, brush, vines, weeds and debris removal within five feet (5') from outside of the trunk.
 - f. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
 - g. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
 - h. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.
2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Eighty-One Thousand Three Hundred Eleven dollars and 00/100 cents (\$81,311.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Seven Thousand Six Hundred Eighty-Nine and 00/100 cents (7,689.00) In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.
3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated. The **CONTRACTOR** shall complete the removal process with respect to each tree within five (5) working days of the start of the removal process.

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

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be

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

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting the Work, until completion and acceptance, or December 31, 2012, whichever is earlier.
 - b. Respecting the Warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

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

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

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

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary

injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.

- 10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
- 11. WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 12. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
- 13. CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
- 14. WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
- 15. CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
- 16. GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.

17. LAWS, RULES AND REGULATIONS. The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.

18. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. SANITATION AND HEALTH. The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.

20. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

21. WORKMANSHIP. Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

22. UTILITIES. The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.

23. CLEANUP. The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

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

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

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

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

- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.
- b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

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

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

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

33. INSURANCE. The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

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

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

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

Umbrella Liability:

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

Workers Compensation:

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

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

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

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

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

DROPRITE TREE & LANDSCAPE SERVICE, LLC
7709 12th Street
Somers, Wisconsin 53171

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

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
MIKE LEMENS, Director,
Department of Public Works

Date: _____

BY: _____
DIRK NELSON, City Forester

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, **MIKE LEMENS, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

CITY OF KENOSHA, WISCONSIN
 PARK DIVISION
 PROPOSAL FOR PARKWAY TREE REMOVAL
 Project No. 14-1417

City of Kenosha
 625 – 52nd Street, Room 305
 Kenosha, Wisconsin 53140

Department of Public Works:

PROPOSALS DUE: October 22nd, 2014 by 2:00 P.M.

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following Proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Line 1: Estimated Number of Trees is 216 Trees (includes removal, stump grinding, topsoil & seed)	Lump Sum =
\$ <u>81,261</u>	= \$ <u>50.00</u>
Line 2: Street Occupancy Permit Allowance	= \$ <u>81,311</u>
Total: (Line 1 + Line 2)	

All work shall be completed no later than December 31, 2014 subject to liquidated damages of One hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- \$ 40.00 (per tree, top soil and seed)
- \$ 14.00 per inch (from 1" to 16")
- \$ 15.00 per inch (from 17" to 29")
- \$ 18.00 per inch (from 30" to 35")
- \$ 22.00 per inch (from 36" to 56")

Measure at fifty-four (54") inches above ground level.

The effective date of the contract will be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____ % _____ Days, Net

Net 15 Days

Date: _____

Respectfully submitted,

Firm: Droprite Tree and Landscape LLC

Signature: Daniel Teeman

Title: Manage Member

Address: P.O. Box 163 Somers WI 53171

Phone: 262 989-6611

Fax: 262 859-0369

Optional: (For informational purposes ONLY)

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID**

STATE OF WI)
COUNTY OF Keosha) :SS

Daniel Tessmann, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such bidder, and this deponent is authorized to make them.

[Fill out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of _____, and its President is _____, its Secretary is _____, and it does have a corporate seal.

The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out the last sentence, if applicable.]

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of WI. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____ General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:
P.O. Box 163 Somers WI 53171

TELEPHONE NUMBER: 262 989-6611

STATUTORY SWORN STATEMENT

Daniel Tessmann, also deposes and says he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspections at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]
Signed: Daniel Tessmann
Typed Name: Daniel Tessmann
Title: Managing Member
Date: 10/22/14

STATE OF Wisconsin)
COUNTY OF Keosha) :SS
Subscribed and sworn to before me
This 22nd day of October, 2014.
Notary Public, Diane S. Miles County, Wisconsin
My Commission Expires / is: 3/15/15
Diane S. Miles

·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

MEMO

TO: Mayor Bosman and Members of the Common Council
 Finance Committee

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: Request from Kenosha Human Development Services for an Extension to their
 2013 Community Development Block Grant Subgrantee Agreement

DATE: October 30, 2014

Shelter Facility Improvement

Kenosha Human Development Services is requesting an extension to their 2013 CDBG Subgrantee Agreement for the roof replacement at their juvenile shelter.

The Agreement was approved and extended as follows:

	Common Council Approval	Period
Original Agreement	August 19, 2013 - K.1.(h)	January 1, 2013 to December 31, 2013
Extension #1	December 2, 2013 - Item K.1.(c)	Extended to June 30, 2014
Extension #2	June 16, 2014 - Item L.4.(a)	Extended to November 30, 2014

KHDS has requested to extend the Agreement to accommodate an April 15, 2015 start date. Staff recommends an extension until June 30, 2015.

Original Agreement Amount	\$38,000.00
Amount expended to date	\$ 0
Current Balance	\$ 38,000.00

Letters from Kenosha Human Development Services and Martin and Sons Roofing, Inc., the proposed contractor, are attached.

If there are any questions, please contact me at 653-4039 or via email at tgeliche@kenosha.org.

TG:kas
 Attachment

COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
Kenosha Human Development Services, Inc.
(Facility Improvements)

EXTENSION FOR USE OF FUNDS
- 2013 Funding Year -

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Kenosha Human Development Services, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an Agreement, relative to funding and services, approved by the Common Council on the 19th day of August, 2013, Item K.1.(h) and amended to June 30, 2014 on December 2, 2013, Item K.1.(c), and further amended to November 30, 2014 on June 16, 2014, Item L.4.(a).

WHEREAS, the parties hereto desire to amend said agreement.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, CITY and CONTRACTOR agree that the following items be amended to read as follows:

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through June 30, 2015.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than June 30, 2015, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 19, 2013, Item K.1.(h) shall remain as approved unless amended as part of this amendment.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____
Mayor Keith G. Bosman

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____



Kenosha
Human
Development
Services, Inc.

*A Private, Non-Profit
Community Social
Services Agency*

24-Hour Crisis Intervention

October 24, 2014

Anthony Geliche
Community Development Specialist
Department of City Development
625 52 Street, Room 308
Kenosha, WI 53140

Dear Mr. Geliche:

This letter is to respectfully request an extension of our subgrantee agreement for Community Development Block Grant Funds to July 31, 2015. This is an extension of an agreement that runs from January 1, 2013 to November 30, 2014.

The purpose of these funds is to replace the roof on our Juvenile Shelter Care at 6012 8th Avenue. On August 25, 2014, we put out a request for bids to replace the roof and received two bids on the due date of September 12, 2014. The successful bidder, Martin and Sons Roofing (see attached letter), requested an extension for completion due to safety concerns in fall and winter weather conditions. They propose to start on April 15, 2015.

Please let me know if you need further information.

Sincerely,



Lester B. Wright
Executive Director





16 September 2014

Re: Juvenile Shelter Care Roof
6012 8th Avenue
Kenosha, WI

We would appreciate an extension for completion date because of safety concerns during late Fall and winter weather conditions. We would prefer to start the roof project after April 15th, 2015.

All work performed by Martin & Son's Roofing will be in accordance with OSHA safety guidelines. Proper fall protection and perimeter warning systems shall be implemented along with a single documented purpose safety meeting with all on site crew members prior to job start.

We look forward to working on this project with you. If you have any questions, please feel free to give us a call.

Thank you,

Todd Martin
Martin & Son's Roofing, Inc.

Kenosha Regional Airport Lease Summary

SBT GROUP, LLC
10440 - 52nd Street

- 1.) **TERM:** 20 years; November 1, 2014 through and including October 31, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$4,920.00
Biannual Payments \$.20 = \$2,460.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10440 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 24,600 sq. ft. Constructed 2002
- 6.) **HANGAR DIMENSIONS:** 100' x 100'
- 7.) **USE OF HANGAR:** Multiple Service Operator
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership
- 9.) **NOTE:** Hangar purchased from RKJ3, LLC

LEASE

Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

And

**SBT GROUP, LLC
An Illinois Limited Liability Company
10440 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 **SBT GROUP, LLC**, an Illinois limited liability company, 10440 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** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 10440 52nd Street consisting of one (1) building, approximately one hundred (100') feet by one hundred (100') feet in size; and,

WHEREAS, **LESSEE** desires to assign or sublease all or a portion of this Lease to Aviation Advisor Inc., an Illinois corporation, to conduct the multiple services operations described in Article 5.1 of this Lease; 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** Twenty-four Thousand Six Hundred (24,600) square feet of land located at 10440 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

2.1 TERM. The term of this Lease is for the period of November 1, 2014, through and including October 31, 2034, hereinafter referred to as the "TERM". Between six (6) months and one (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 Four Thousand Nine Hundred Twenty Dollars (\$4,920.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Four Hundred Sixty Dollars (\$2,460.00) 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 one and one-half (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 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 to the Airport Commission and the **CITY** for approval. 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 sixty (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 sixty (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 one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Multiple Services Operator in compliance with the Minimum Standards for Multiple Services 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 use the **PREMISES** for providing the following Commercial Aeronautical Services at the Airport: (i) air charter and air taxi, (ii) aircraft engine maintenance and repair, (iii) aircraft rental, (iv) flight training, and (v) aircraft sales. All of the foregoing Commercial Aeronautical Services shall be provided in compliance with Chapter XXV of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and Parts 91 and 135 of the Federal Aviation Administration Regulations. 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 twelve (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 and from selling or dispensing aviation fuel to any person or party.

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 AREA 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 six (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 thirty (30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (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 Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars (\$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 thirty (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 eighteen percent (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

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, the **LESSEE** shall, within five (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

12.01 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 three hundred sixty-five (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 fifteen (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 three hundred sixty-five (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 lease thirty (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 thirty (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 thirty (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 thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards 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 and \$1,000,000.00 per passenger seat having the following coverages:
 - 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 one hundred (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 thirty (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 thirty (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 one hundred twenty (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 one (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 one hundred twenty (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

The **LESSEE** may assign or sublease all or a portion of this Lease to Aviation Advisor, Inc., an Illinois corporation. No other assignment or sublease of this Lease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Any assignment or sublease, including the assignment or sublease to Aviation Advisor, Inc. 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 twenty (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 sixty (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 thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (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 one hundred twenty (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 six (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 one hundred twenty (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 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:

30.2.1 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.

30.2.2 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.

30.2.3 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 IS 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**:

SBT GROUP, LLC
c/o Saul B. Thompson
10440 52nd Street
Kenosha, Wisconsin 53144

With copies to:

Vincent T. Borst
Robbins, Salomon & Patt, Ltd.
180 North LaSalle St., Suite 3300
Chicago, Illinois 60602

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 22nd day of October, 2014, and by action taken by the Common Council on the _____ day of _____, 2014. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by October 31, 2014, between SBT GROUP, LLC, and RKJ3, LLC, the payment of all sums due and owing under the existing Lease by RKJ3, LLC, the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease for the **PREMISES** effective October 31, 2014, and the discharge/release of the Memorandum of Lease recorded with the Kenosha County Register of Deeds on January 10, 2012 as Document No. 1662526.

The **LESSEE** represents to the **CITY** that the **LESSEE** is an Illinois limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of SBT GROUP, LLC have timely taken place.

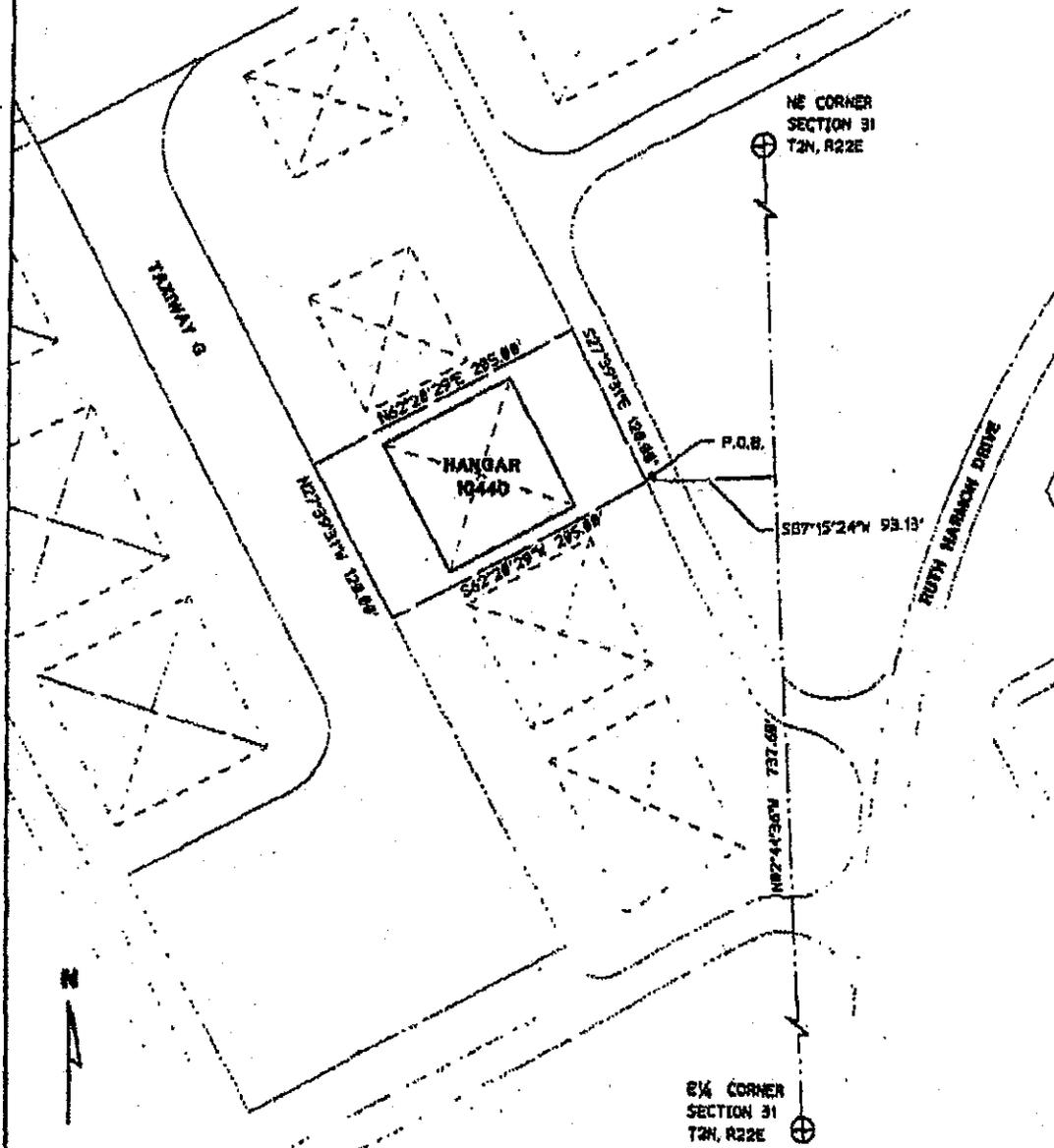
Signature pages follow

HANGAR 10440 LEASE DESCRIPTION

A parcel of land located in the SE1/4-NE1/4 of Section 31, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence N 02°-44'-36" W, along the east line of said NE1/4, 737.68 feet; thence S 07°-15'-24" W, 93.13 feet to the point of beginning; thence S 42°-20'-29" W, 205.00 feet; thence N 27°-39'-31" W, 128.00 feet; thence N 62°-20'-29" E, 205.00 feet; thence S27°-39'-31" E, 128.00 feet to the point of beginning.

Parcel contains 24,600 square feet, more or less.



NOTE:
DESCRIPTION WRITTEN FROM
EXISTING MAPPING, NO FIELD
VERIFICATION HAS BEEN DONE



Mead & Hunt, Inc.
6301 Wauke Road, Suite 101
Madison, Wisconsin 53719-2700
Phone 608-273-6380
Fax 608-273-6391

**KENOSHA REGIONAL AIRPORT
HANGAR 10440
LEASE DESCRIPTION**

01/25/02
Dwg. No. **N9105S-530**
Sheet **1** of **1**
Job No. **K81-96A**
K8196a30.dwg

Kenosha Regional Airport Lease Summary

Burlington Equity, LLC
10450 - 52nd Street

- 1.) **TERM:** 20 years; November 1, 2014 through and including October 31, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$4,920.00
Biannual Payments \$.20 = \$2,460.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10450 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 24,600 sq. ft. Constructed 2002
- 6.) **HANGAR DIMENSIONS:** 100' x 100'
- 7.) **USE OF HANGAR:** Aircraft Storage
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership
- 9.) **NOTE:** Hangar purchased from Parrish Properties XI, LLC

LEASE

Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

And

**BURLINGTON EQUITY, LLC
A Wisconsin Limited Liability Company
10450 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 **BURLINGTON EQUITY, LLC**, a Wisconsin limited liability company, 10450 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** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 10450 52nd Street consisting of one (1) building, approximately one hundred (100') feet by one hundred (100') feet 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** Twenty-four Thousand Six Hundred (24,600) square feet of land located at 10450 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 10450 LEASE DESCRIPTION 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

2.1 TERM. The term of this Lease is for the period of November 1, 2014, through and including October 31, 2034, hereinafter referred to as the "**TERM**". Between six (6) months and one (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 AND FEES

3.1 RENT. Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Four Thousand Nine Hundred Twenty Dollars (\$4,920.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Four Hundred Sixty Dollars (\$2,460.00) 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 the rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

3.3 RENT AND FEE ADJUSTMENT. The 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. Rent adjustments shall not be inconsistent with other 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 to the Airport Commission and the **CITY** for approval. 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 sixty (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 sixty (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 one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Common Hangar Storage Operator 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 also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the LESSEE and its tenants. Airframe and power plant repairs of aircraft owned by the LESSEE are to be performed by the LESSEE or a person who is regularly employed by the LESSEE, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the LESSEE are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. 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 twelve (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.

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 AREA 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 and its tenants.

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 six (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 thirty (30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (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 Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars (\$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 thirty (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 eighteen percent (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

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, the **LESSEE** shall, within five (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 three hundred sixty-five (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** or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** or its tenants 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** or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (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. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (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, the policy and the additional insured endorsement. Within thirty (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 thirty (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 thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards 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:
 - 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. Automobile Liability
\$1,000,000.00 Single Limit each accident having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

- C. 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 one hundred (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 thirty (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 thirty (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 one hundred twenty (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 one (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 one hundred twenty (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** Common Council, 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 twenty (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 sixty (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 thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (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 one hundred twenty (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 six (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 one hundred twenty (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 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:

30.2.1 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.

30.2.2 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.

30.2.3 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 IS 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:

Rick Guerra
Burlington Equity, LLC
2300 Browns Lake Drive
Burlington, WI 53105

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 22nd day of October, 2014 and by action taken by the Common Council on the _____ day of _____, 2014. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the PREMISES by October 31, 2014, between

BURLINGTON EQUITY, LLC, and FOX RIVER STATE BANK, the payment to the CITY of all sums due and owing under the existing Lease by FOX RIVER STATE BANK, and the execution of such documents deemed necessary by the CITY to terminate the existing Lease of PARRISH PROPERTIES XI, LLC. for the PREMISES.

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 BURLINGTON EQUITY, LLC have timely taken place.

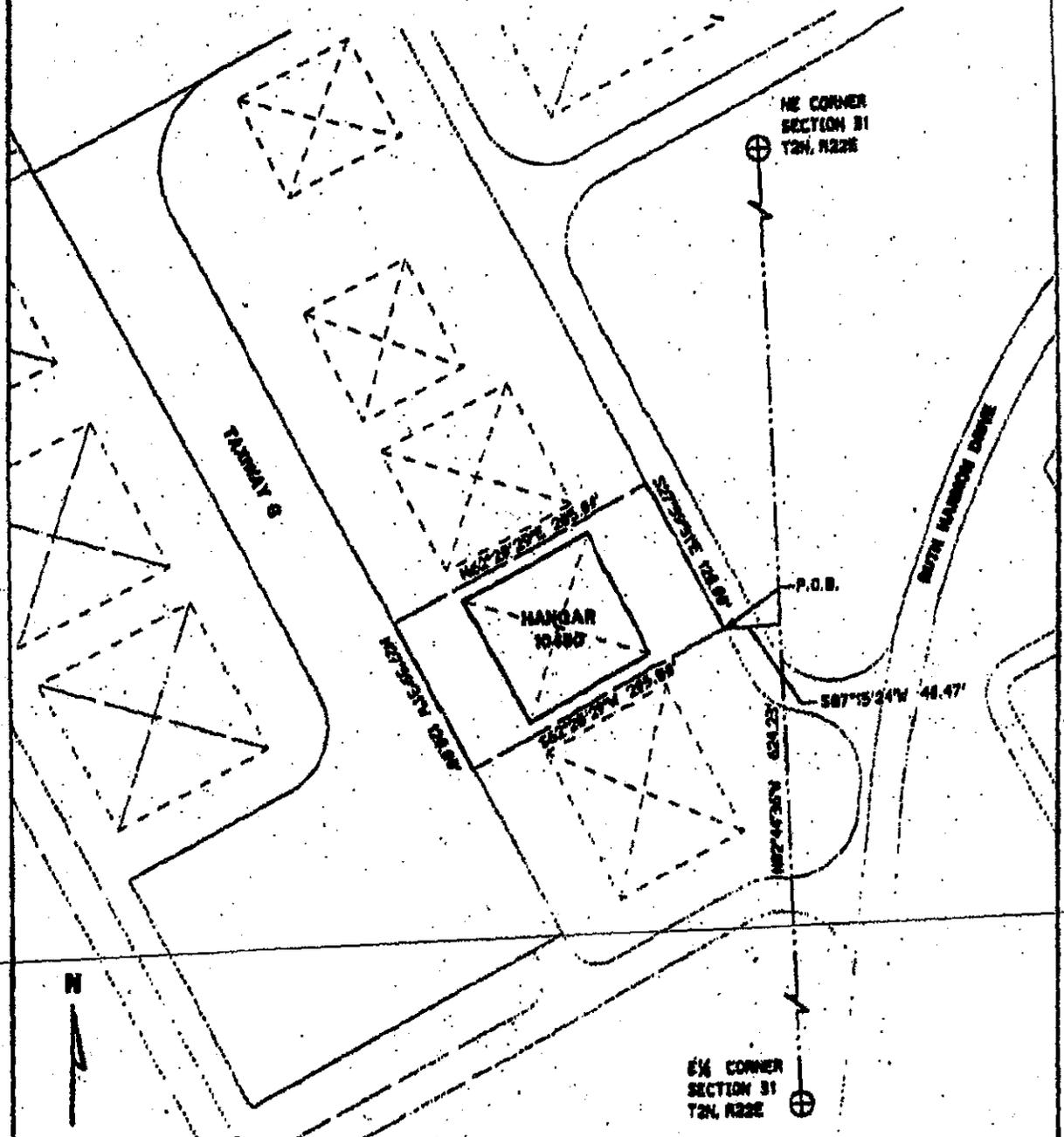
Signature pages follow

HANGAR 10450 LEASE DESCRIPTION

A parcel of land located in the SE1/4-NE1/4 of Section 31, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence N 82°-44'-36" W, along the east line of said NE1/4, 48.47 feet; thence S 87°-15'-24" W, 48.47 feet to the point of beginning; thence S 63°-28'-29" W, 285.88 feet; thence N 27°-39'-31" W, 128.88 feet; thence N 62°-29'-29" E, 285.88 feet; thence S 27°-39'-31" E 128.88 feet to the point of beginning.

Parcel contains 24,688 square feet, more or less.



Mead & Hunt, Inc.
 6501 West Road, Suite 101
 Madison, Wisconsin 53713-2700
 Phone: 608-273-6390
 Fax: 608-273-6391

NOTE:
 DESCRIPTION WRITTEN FROM
 EXISTING MAPPING, NO FIELD
 VERIFICATION HAS BEEN DONE

**KENOSHA REGIONAL AIRPORT
 HANGAR 10450
 LEASE DESCRIPTION**

Dwg. No. 81/25/82
 Sheet 1 of 1
 Job No. N91055-529
K81-96A

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 19

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 10/01/14 through 10/15/14 and have approved the disbursements as follows:

1. Checks numbered from 141849 through 142260 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	1,148,190.02
c. All Other Disbursements	4,732,082.60
SUBTOTAL	5,880,272.62

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,215,813.98
-----------------------------------------------------------------	--------------

TOTAL DISBURSEMENTS APPROVED	7,096,086.60
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Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

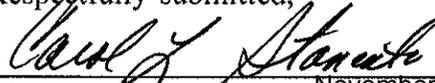
Rocco LaMacchia Sr.

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.

Respectfully submitted,



FISCAL NOTE
CITY OF KENOSHA
DEPT. OF FINANCE

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #19

ESTIMATED FINANCIAL IMPACT

No additional fiscal note needed.

Date Prepared: 10/24/14

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141849	10/01	ABILITY GLASS, INC	520-09-50202-246-000 520-09-50202-246-000	09/14 TD EMERGENCY R 09/14 TD EMERGENCY R CHECK TOTAL	255.20 142.40 397.60
141850	10/01	BINDELLI BROTHERS, INC	110-09-56501-259-569 110-09-56501-259-569	09/14 5044 22 AVE 09/14 7409 7 AVE CHECK TOTAL	98.00 84.33 182.33
141851	10/01	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000	09/14-SE PARTS/MATER 09/14-SE PARTS/MATER CHECK TOTAL	584.73 61.01 645.74
141852	10/01	VIKING ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000	09/14-ST ELECTRICAL 09/14-ST ELECTRICAL 09/14-ST ELECTRICAL 09/14-ST ELECTRICAL CHECK TOTAL	184.74 89.19 50.84 16.98 341.75
141853	10/01	KENOSHA JOINT SERVICES	110-02-52111-251-000 110-02-52202-251-000	10/14 JOINT SERVICES 10/14 JOINT SERVICES CHECK TOTAL	222,155.07 55,538.77 277,693.84
141854	10/01	KENOSHA NEWS	110-01-50101-321-000 110-01-50101-321-000	07/21/14 CC MINUTES 08/14 ROLLING MEADW CHECK TOTAL	443.20 70.26 513.46
141855	10/01	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	07/14 AMECHE ELECTRI	110.68
141856	10/01	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	PUSH BUTTON	834.50
141857	10/01	WE ENERGIES	110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-02-52203-222-000 110-05-55109-221-000	#37 08/17-09/16 #37 08/12-09/11 #37 08/14-09/15 #37 08/12-09/11 #37 08/11-09/10 #37 08/15-09/16 #37 08/10-09/09 #37 08/17-09/16 #37 08/14-09/15 #37 07/21-08/19 #37 08/13-09/14 #37 08/11-09/10 #37 08/13-09/14 #37 08/14-09/15 #37 08/11-09/10 #37 08/12-09/11 #37 08/11-09/10 #37 08/12-09/11 #37 08/11-09/10 #37 08/18-09/17	1,898.33 1,581.40 1,119.92 789.57 743.06 495.62 442.58 391.36 281.39 249.82 240.65 191.24 153.09 152.53 121.89 96.32 53.21 46.92

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			632-09-50101-221-000	#37 08/17-09/16	38.55
			110-02-52203-222-000	#37 08/12-09/11	35.35
			110-03-53109-221-000	#37 08/18-09/17	31.72
			519-09-50106-221-000	#37 08/11-09/10	26.19
			110-05-55109-221-000	#37 08/10-09/09	21.03
			110-05-55109-222-000	#37 08/13-09/14	9.92
			110-01-51802-222-000	#37 912 35 PEPSI	9.67
			110-05-55109-222-000	#37 08/11-09/10	9.30
			110-05-55109-221-000	#37 08/13-08/22	2.82
				..... CHECK TOTAL	9,233.45
141858	10/01	PAYNE & DOLAN INC.	110-03-53103-355-000	08/14-ST ASPHALT MAT	984.52
141859	10/01	REINDERS INC.	110-05-55109-344-000	09/14 PA #2681 PARTS	428.61
			110-05-55102-344-000	09/14 PA #2583 PARTS	336.47
			110-05-55102-249-000	09/14 PA PARTS AND S	82.42
			110-05-55102-249-000	09/14 PA PARTS AND S	78.76
			110-05-55102-249-000	08/14 PA PARTS AND S	33.67
			630-09-50101-393-000	09/14 CE RETURN	465.40CR
				..... CHECK TOTAL	494.53
141860	10/01	WEST GROUP	110-01-50301-322-000	09/14 SUBSCRIPTIONS	415.03
141861	10/01	WISCONSIN FUEL & HEATING	630-09-50101-393-000	09/14-CE LUBRICANTS/	1,781.71
			630-09-50101-393-000	09/14-CE LUBRICANTS/	461.65
				..... CHECK TOTAL	2,243.36
141862	10/01	CURTIS INDUSTRIES, INC	630-09-50101-393-000	3/8' CHAIN	2,667.50
141863	10/01	DON'S AUTO PARTS	630-09-50101-393-000	09/14 SE #2593 PARTS	520.20
			630-09-50101-393-000	09/14 SE #2372 PARTS	128.49
			110-02-52203-344-000	09/14 FD #4 PARTS &	30.60
				..... CHECK TOTAL	679.29
141864	10/01	LOWE'S	501-09-50105-357-000	08/14 SW MERCHANDISE	323.33
			521-09-50101-344-000	08/14 AR MERCHANDISE	119.37
			110-02-52203-353-000	08/14 FD MERCHANDISE	113.94
			521-09-50101-361-000	08/14 AR MERCHANDISE	84.55
			110-02-52203-382-000	08/14 FD MERCHANDISE	67.56
			501-09-50105-344-000	08/14 SW MERCHANDISE	52.03
			110-05-55102-244-000	08/14 PA MERCHANDISE	35.74
			521-09-50101-382-000	08/14 AR MERCHANDISE	11.28
			110-05-55109-249-000	08/14 PA MERCHANDISE	9.48
			521-09-50101-341-000	08/14 AR MERCHANDISE	3.77
				..... CHECK TOTAL	821.05

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141865	10/01	OFFICEMAX	501-09-50101-311-000	09/14 EN #2952 OFFC	46.08
			501-09-50101-311-000	09/14 SW #2959 OFFC	17.62
			631-09-50101-311-000	09/14 EN #2952 OFFC	4.47
				..... CHECK TOTAL	68.17
141866	10/01	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	09/14-SE MATERIALS	1,642.32
141867	10/01	NORTH AMERICAN SALT CO.	630-00-16122-000-000	ROAD SALT	40,092.95
			630-00-16122-000-000	ROAD SALT	33,259.67
				..... CHECK TOTAL	73,352.62
141868	10/01	ALUMINUM FENCE CORPORATION	405-11-51317-589-824	FENCE-DOG PARK	17,565.89
			110-05-55109-246-000	INSTALL HEATER	679.00
				..... CHECK TOTAL	18,244.89
141869	10/01	HARRIS GOLF CARS SALES/SERV	524-05-50101-235-000	08/14-GOLF CART REPA	75.18
			524-05-50101-235-000	08/14-GOLF CART REPA	68.15
				..... CHECK TOTAL	143.33
141870	10/01	US CELLULAR	521-09-50101-226-000	09/14 AR-CELL AIRTM	17.41
141871	10/01	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #14-129144	88.59
			110-02-52102-219-000	RECORDS #14-119843	61.07
				..... CHECK TOTAL	149.66
141872	10/01	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	VITY V BOHNEN 08/14	112.50
141873	10/01	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	08/14 CT-OVERAGES	828.14
			110-01-50101-232-000	09/14 CT-COPIER MNT	539.82
			110-02-52101-232-000	09/14 PD-SERVICE AGR	227.69
			631-09-50101-232-000	09/14 PW-COPIER CHGS	162.40
			110-03-53101-232-000	09/14 PW-COPIER CHGS	162.40
			501-09-50101-232-000	08/14 PW-COPIER CHGS	162.39
			110-02-52201-232-000	08/14 FD-OVERAGE	109.59
			631-09-50101-232-000	08/14 PW-OVERAGES	63.78
			501-09-50101-232-000	08/14 PW-OVERAGES	63.77
			110-01-51303-232-000	09/14 HR-SERVICE AGR	59.14
			110-01-51601-232-000	09/14 CD-COPIER MNT	50.22
			110-01-50301-232-000	09/14 LE-COPIER MNT	45.49
			520-09-50301-232-000	09/14 TD-SERVICE AGR	36.45
			110-05-55101-232-000	09/14 PA-COPIER MNT	33.75
			110-03-53101-232-000	08/14 PW-OVERAGES	31.89
			110-01-50901-232-000	09/14 AS-COPIER MNT	22.74
			501-09-50105-232-000	09/14 ST-COPIER SERV	22.45
			110-01-52001-232-000	09/14 MC-COPIER MNT	19.13
			110-01-51301-232-000	09/14 AD-SERVICE AGR	14.34
			521-09-50101-232-000	09/14 AR-COPIER MNT	14.04
			110-03-53103-232-000	09/14 ST-COPIER MNT	13.94
			110-01-51301-232-000	08/14 AD-OVERAGES	13.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51303-232-000	08/14 HR-OVERAGES	6.10
			110-01-51601-232-000	08/14 CD-OVERAGES	3.99
			521-09-50101-232-000	08/14 AR-OVERAGES	.27
				..... CHECK TOTAL	2,707.48
141874	10/01	LEE PLUMBING, INC.	521-09-50101-246-000	09/14-AR HVAC, PLUMB	192.00
			110-01-51801-241-000	09/14-MB RM#302 HVAC	149.00
				..... CHECK TOTAL	341.00
141875	10/01	HUMANA CLAIMS	611-09-50101-155-527	09/26/14 MED CLAIMS	137,801.35
			611-09-50101-155-527	09/30/14 MED CLAIMS	99,300.30
			611-09-50101-155-527	09/26/14 PHARMACY	55,955.00
			611-09-50101-155-527	09/29/14 PHARMACY	12,466.61
			611-09-50101-155-527	09/29/14 MED CLAIMS	8,657.09
			611-09-50101-155-527	09/30/14 PHARMACY	946.81
				..... CHECK TOTAL	315,127.16
141876	10/01	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	09/14-MB JANITORIAL	3,735.00
141877	10/01	US CELLULAR	206-02-52205-226-000	09/14 FD-DATA CHGS	142.93
			206-02-52205-226-000	09/14 FD-CELL SERVC	76.92
			110-02-52102-226-000	09/14 PD-CELL AIRTM	68.06
			206-02-52205-226-000	09/14 FD-ADDL SERVC	36.64
			110-02-52103-226-000	09/14 PD-CELL AIRTM	33.91
			110-05-55109-226-000	09/14 PA-CELL AIRTM	17.83
			110-02-52108-226-000	09/14 PD-CELL AIRTM	17.27
			110-05-55102-226-000	09/14 PA-CELL AIRTM	14.01
			205-03-53119-226-000	09/14 ST-CELL AIRTM	2.58
			110-05-55111-226-000	09/14 PA-CELL AIRTM	1.27
			205-03-53118-226-000	09/14 WA-CELL AIRTM	1.26
			110-03-53103-226-000	09/14 ST-CELL AIRTM	1.26
			110-02-52101-226-000	09/14 PD-CELL AIRTM	.87
				..... CHECK TOTAL	414.81
141878	10/01	CUMMINS NPOWER, LLC	520-09-50201-347-000	09/14 TD #4040 PARTS	1,043.39
			520-09-50201-347-000	09/14 TD PARTS/SERVI	461.00
			520-09-50201-347-000	09/14 TD CREDIT	110.00CR
				..... CHECK TOTAL	1,394.39
141879	10/01	MALSACK, J	110-09-56501-259-570	9/14 5601 37TH AVE	429.34
			110-09-56501-259-570	9/14 2109 62ND ST	310.06
			110-09-56501-259-570	9/14 5900 34TH AVE	266.00
			110-09-56501-259-570	9/14 6035 25TH AVE	160.70
			110-09-56501-259-570	9/14 902 42ND ST	137.78
			110-09-56501-259-570	9/14 6706 36TH AVE	115.58
			110-09-56501-259-570	9/14 2022 61ST ST	101.27
			110-09-56501-259-570	9/14 5406 25TH AVE	99.68
			110-09-56501-259-570	9/14 7206 26TH AVE	99.35
			110-09-56501-259-570	9/14 6116 24TH AVE	92.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	9/14 7229 SHERIDAN	72.50
			110-09-56501-259-570	9/14 4409 18TH AVE	71.25
			110-09-56501-259-570	9/14 7711 28TH AVE	70.92
			110-09-56501-259-570	9/14 4417 29TH AVE	68.87
				..... CHECK TOTAL	2,096.29
141880	10/01	REGISTER OF DEEDS	110-09-56501-259-565	RAZE-6415 28 AVE	30.00
141881	10/01	INSTY-PRINTS	110-03-53103-311-000	09/14 ST-CRACKFILL	100.01
			110-05-55101-311-000	09/14 PA-ANDERSN PK	28.00
				..... CHECK TOTAL	128.01
141882	10/01	REGNER VETERINARY CLINIC	783-00-21995-000-000	09/14-CHICO VET SERV	30.30
141883	10/01	FIFTY STATES DIST.	722-00-21988-000-000	09/14 PD-CRM PRVNTN	17.47
141884	10/01	FASTENAL COMPANY	632-09-50101-389-000	09/14 SE TOOLS/MATER	14.25
141885	10/01	MOORE OIL COMPANY	520-09-50401-341-000	09/14 TD LUBRICATION	501.80
			110-02-52203-341-000	09/14 FD BULK OIL	300.60
				..... CHECK TOTAL	802.40
141886	10/01	STAPLES	110-02-52103-311-000	09/14-PD OFFICE SUPP	24.77
141887	10/01	MENARDS (KENOSHA)	110-05-55109-344-000	08/14-PA MERCHANDISE	76.97
			110-05-55111-249-000	09/14-PA MERCHANDISE	70.32
			110-05-55109-344-000	08/14-PA MERCHANDISE	41.95
			110-05-55111-246-000	09/14-PA MERCHANDISE	19.94
			110-03-53109-389-000	09/14-ST MERCHANDISE	7.34
			110-05-55109-344-000	09/14-PA RETURN MERC	59.00CR
				..... CHECK TOTAL	157.52
141888	10/01	BETTER CITIES & TOWNS	110-01-51601-322-000	YEAR SUBSCRIPTION	29.00
141889	10/01	DIXIE CHOPPER BUSINESS CTR	110-02-52107-263-000	3 LODGING 9/17-19/14	504.00
141890	10/01	TIME WARNER CABLE	110-01-51102-233-000	9/17-10/16 INTERNET,	1,070.50
			110-00-15601-000-000	9/17-10/16 INTERNET,	60.50
			 CHECK TOTAL	1,131.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141891	10/01	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	09/14 FD MEDICAL SUP	1,179.99
			206-02-52205-318-000	09/14 FD MEDICAL SUP	84.00
			206-02-52205-318-000	09/14 FD MEDICAL SUP	46.08
				..... CHECK TOTAL	1,310.07
141892	10/01	HAPPENINGS MAGAZINE	524-05-50101-326-000	GO-CHEESE-A-PALOOZA	92.00
141893	10/01	CLEANCO	633-09-50101-243-000	09/14 JANITORIAL SER	970.25
141894	10/01	GILLIG CORPORATION	520-09-50201-347-000	09/14-BUS PARTS	918.88
141895	10/01	FAHRNER ASPHALT SEALERS LLC	402-11-51401-585-000	EST 1 THRU 9/23/14	130,658.40
141896	10/01	RED THE UNIFORM TAILOR	110-02-52103-367-000	09/14 PD-UNIFORMS	379.90
			110-02-52103-367-000	09/14 PD-UNIFORMS	207.88
			110-02-52103-367-000	09/14 PD-UNIFORMS	189.95
			110-02-52103-367-000	09/14 PD-UNIFORMS	143.90
			110-02-52103-367-000	07/14 PD-UNIFORMS	60.95
			110-02-52103-367-000	06/14 PD-UNIFORMS	45.99
				..... CHECK TOTAL	1,028.57
141897	10/01	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	10/14 DEDUCTIONS	1,374.46
141898	10/01	MAGILL CONSTRUCTION CO., INC.	414-11-51308-583-000	EST 2 THRU 8/31/14	45,367.20
141899	10/01	YAHOO ACCOUNTS RECEIVABLE	110-02-52102-219-000	SEARCH 3 CASES	20.00
141900	10/01	FIREHOUSE PERFORMANCE	110-02-52103-344-000	09/14 PD #141 TIRES	578.97
			110-02-52103-344-000	09/14 PD #3206 TIRES	303.76
				..... CHECK TOTAL	882.73
141901	10/01	DURKEE, MARY	524-05-50101-397-000	GOLF CONCESSIONS	96.64
141902	10/01	MILLSAPS, NINA M.	611-09-50102-259-000	HRA-REFRESHMENTS	205.08
141903	10/01	KRYSTOWIAK, PETER	110-01-50901-261-000	9/17-19 OCONOMOWOC	73.36
			110-01-50901-263-000	9/17-19 OCONOMOWOC	38.36
			 CHECK TOTAL	111.72
141904	10/01	CRUEY, EDWARD	110-01-50901-263-000	9/17-19 OCONOMOWOC	48.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141905	10/01	THORNE, TODD A	110-02-52107-263-000	9/17-19 GREENCASTLE	87.00
141906	10/01	ZENTMYER, JENNIFER	631-09-50101-261-000	09/14 262 MILES	146.72
141907	10/03	CHESTER ELECTRONICS SUPPLY	110-02-52102-365-000	09/14 PD PARTS & MAT	352.00
141908	10/03	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	10/14 HEALTH SERV	45,404.08
141909	10/03	COMSYS, INCORPORATED	110-01-51102-215-000	10/8-11/7/14 SERVICE	40,773.03
			501-09-50101-215-000	10/8-11/7/14 SERVICE	10,193.26
				..... CHECK TOTAL	50,966.29
141910	10/03	HWY C SERVICE	110-03-53113-235-000	09/11 ST-SERV/PARTS	249.60
			110-05-55109-361-000	09/14 PA-SERV/PARTS	202.01
			501-09-50106-361-000	09/14 PA-SERV/PARTS	96.10
				..... CHECK TOTAL	547.71
141911	10/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/03/14 CITY HRLY	10,837.05
			110-00-21562-000-000	10/03/14 WATER HRLY	3,170.87
			110-00-21562-000-000	10/03/14 MUSEUM HRLY	15.00
				..... CHECK TOTAL	14,022.92
141912	10/03	LANDMARK TITLE CORPORATION	110-09-56501-259-565	09/14 6415 28 AVE	50.00
141913	10/03	SHOPKO STORES	110-02-52203-382-000	09/14 FD #4 MERCHAND	95.93
141914	10/03	LORENZ TOPSOIL	501-09-50105-353-000	09/14 TOPSOIL	35.00
141915	10/03	KENOSHA COUNTY	110-02-52105-283-000	10/14 RENT	11,566.67
141916	10/03	WILLKOMM INC., JERRY	630-09-50101-391-000	09/14 CE UNLEADED GA	25,880.09
			520-09-50106-341-000	09/14 TD DIESEL FUEL	22,964.88
				..... CHECK TOTAL	48,844.97
141917	10/03	WIS DEPT OF REVENUE	110-00-21512-000-000	09/16-31/14 DEDUCTS	104,826.53
141918	10/03	PAYNE & DOLAN INC.	110-03-53103-355-000	09/14 ASPHALT MATERI	1,445.26
141919	10/03	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	09/14 SWEEPER PARTS/	772.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141920	10/03	CHASE BANK KENOSHA	110-00-21513-000-000	10/03/14 HRLY DEDCT	18,917.53
			110-00-21511-000-000	10/03/14 HRLY DEDCT	11,157.19
			110-00-21612-000-000	10/03/14 HRLY DEDCT	11,157.16
			110-00-21614-000-000	10/03/14 HRLY DEDCT	2,987.58
			110-00-21514-000-000	10/03/14 HRLY DEDCT	2,987.46
				..... CHECK TOTAL	47,206.92
141921	10/03	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	09/14 PHILLIPS LAMPS	81.00
141922	10/03	FEDEX	110-01-51306-312-000	09/14 CD-WANGARD	22.35
141923	10/03	OFFICEMAX	110-02-52206-369-000	MOBILE CLR SCANNER	124.33
			110-01-51101-311-000	09/14 FN #2960 OFFC	112.10
			110-01-51101-311-000	09/14 FN #2960 OFFC	20.24
			110-01-51101-311-000	09/14 FN #2960 CORR	12.10CR
				..... CHECK TOTAL	244.57
141924	10/03	WIS DEPT OF REVENUE	110-00-21581-000-000	09/16-31/14 DEDUCTS	908.30
141925	10/03	NORTH AMERICAN SALT CO.	630-00-16122-000-000	ROAD SALT	23,668.09
			630-00-16122-000-000	ROAD SALT	19,917.44
				..... CHECK TOTAL	43,585.53
141926	10/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000	09/14 HYDRAULIC FITT	154.21
			630-09-50101-393-000	09/14 HYDRAULIC FITT	94.80
			501-09-50105-344-000	09/14 SW-HYDRAULIC F	84.05
			520-09-50201-347-000	09/14 TD-HYDRAULIC F	35.34
			630-09-50101-393-000	09/14 HYDRAULIC FITT	31.70
				..... CHECK TOTAL	400.10
141927	10/03	ACCURATE PRINTING CO., INC.	520-09-50301-311-000	09/14 TD-LETTERHEAD	96.00
			110-03-53103-311-000	09/14 ST-PARK SIGNS	65.00
			110-01-50101-311-000	09/14 CT-ALDMN BC'S	45.00
				..... CHECK TOTAL	206.00
141928	10/03	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	09/14 STRUCTUR/MTRL	450.00
141929	10/03	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	09/14 PARTS & SERVIC	284.42
141930	10/03	VERMEER SALES & SERVICE	630-09-50101-393-000	09/14 #3183 PARTS/SE	144.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141931	10/03	MESSERLI & KRAMER P.A.	110-00-21581-000-000	10/03/14 DEDUCTION	69.49
141932	10/03	KEN'S TRUCK REPAIR, INC.	403-11-51303-579-000	SEMI DUMP TRAILER	50,235.79
			403-11-51303-579-000	WET KIT CONVERSION	4,000.00
			403-11-51303-579-000	TARP	3,500.00
			403-11-51303-579-000	OPTION NO. 2,	2,923.80
			403-11-51303-579-000	OPTION NO. 4,	1,860.17
			403-11-51303-579-000	OPTION NO. 3,	1,580.25
			403-11-51303-934-560	TRADE FLEET #2640	7,000.00CR
				..... CHECK TOTAL	57,100.01
141933	10/03	LEE PLUMBING, INC.	110-00-21581-000-000	10/03/14 DEDUCTION	157.53
141934	10/03	UNISOURCE WORLDWIDE	110-01-51101-311-000	09/14 FN PAPER PRODU	442.70
141935	10/03	LAKESIDE INTERNATIONAL TRUCK	205-03-53118-344-000	PANEL REPAIRS	4,308.14
141936	10/03	US CELLULAR	631-09-50101-226-000	09/14 EN-CELL AIRTM	118.18
			110-01-51601-226-000	09/14 CD-CELL AIRTM	56.77
			110-01-51801-226-000	09/14 MB-CELL SERVC	6.48
			520-09-50401-226-000	09/14 TD-CELL AIRTM	5.10
			110-01-51601-226-000	09/14 CD-CELL AIRTM	2.63
				..... CHECK TOTAL	189.16
141937	10/03	MALSACK, J	110-09-56501-259-570	9/14 6106 23RD AVE	559.86
			110-09-56501-259-570	9/14 10018 66TH ST	271.65
			110-09-56501-259-570	9/14 3017 60TH ST	182.59
			110-09-56501-259-570	9/14 6121 50TH AVE	150.46
			110-09-56501-259-570	9/14 7732 9TH CT	144.96
			110-09-56501-259-570	9/14 6526 5TH AVE	88.40
			110-09-56501-259-570	9/14 1510 62ND ST	42.99
			110-09-56501-259-570	9/14 6703 21ST AVE	16.23
			110-09-56501-259-570	9/14 6801 22ND AVE	4.89
				..... CHECK TOTAL	1,462.03
141938	10/03	JENSEN TOWING	110-02-52103-219-000	09/14 #2972 TOWING	15.00
141939	10/03	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	09/14 CE-PARTS/LABR	196.93
			630-09-50101-393-000	09/14 CE #2481 SERVC	193.98
			630-09-50101-393-000	09/14 CE #2920 SERV	69.24
			630-09-50101-393-000	09/14 CE PARTS/LABR	61.51
			 CHECK TOTAL	521.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141940	10/03	AUTUMN SUPPLY	520-09-50201-382-000	09/14 TD PARTS AND M	231.50
141941	10/03	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	10/03/14 CITY HRLY 10/03/14 WATER HRLY CHECK TOTAL	1,170.00 404.62 1,574.62
141942	10/03	STEEP EQUIPMENT CO.	630-09-50101-393-000	09/14 #2395 PARTS/MA	237.48
141943	10/03	MINNESOTA/WI PLAYGROUND	110-05-55109-386-000	ANDERSON PARK EQUIP.	3,366.02
141944	10/03	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	10/03/14 G GRANADO 10/03/14 DEDUCTION 10/03/14 DEDUCTION CHECK TOTAL	104.00 87.00 45.00 236.00
141945	10/03	GLEASON REDI-MIX	402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 403-11-51102-588-000 403-11-51102-588-000 403-11-51102-588-000	09/14 CONCRETE MTRLS 09/14 CONCRETE MTRLS CHECK TOTAL	1,901.29 1,330.00 997.50 700.00 577.50 490.00 440.00 310.00 220.00 6,966.29
141946	10/03	MENARDS (KENOSHA)	110-05-55109-344-000 110-05-55103-353-000 110-05-55109-386-000 110-03-53116-382-000	08/14 PA MERCHANDISE 08/14 GREEN HOUSE 08/14 PA MERCHANDISE 09/14 WA MERCHANDISE CHECK TOTAL	102.99 65.67 61.68 47.94 278.28
141947	10/03	VERBAL INK (OUTSKIRTS, INC.)	110-09-56405-161-000	9/23/14 W/C	52.50
141948	10/03	HABITAT FOR HUMANITY	262-06-50303-259-000 248-06-50401-259-000 247-06-50401-259-000	#5734418 - REQ #1 #5734421 - 9/14 OH #5734421 - 9/14 OH CHECK TOTAL	35,239.23 17,083.05 1,920.00 54,242.28
141949	10/03	GRASSCAPE LANDSCAPING OF WI	758-09-51610-259-000	CONCRETE CONTRACT	12,556.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141950	10/03	WIS SCTF	110-00-21581-000-000	10/03/14 HRLY DEDCT	1,801.03
141951	10/03	MONTAGE ENTERPRISES	630-09-50101-393-000	MOWER KNIFE KIT	300.24
141952	10/03	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	09/14 #2581 GLASS	316.89
141953	10/03	TIME WARNER CABLE	110-01-51102-233-000	9/19-10/09 STORES GA	139.95
141954	10/03	WHOLESALE DIRECT INC	110-02-52203-344-000	09/14 FD PARTS & MAT	130.32
			110-02-52203-344-000	09/14 FD PARTS & MAT	33.55
				..... CHECK TOTAL	163.87
141955	10/03	GANDER MOUNTAIN	110-02-52109-365-000	09/14 SUPPL/EQUIPMT	149.98
			110-02-52106-365-000	09/14 SUPPL/EQUIPMT	24.99
				..... CHECK TOTAL	174.97
141956	10/03	KENOSHA TIRE	524-05-50101-344-000	09/14 GO #2664 TIRES	82.00
141957	10/03	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/25/14 W/C	545.88
			110-09-56405-161-000	2/19/14 W/C	289.80
			110-09-56405-161-000	4/4/14 W/C	93.60
			110-09-56405-161-000	3/12/14 W/C	93.60
			110-09-56405-161-000	5/14/14 W/C	72.80
			110-09-56405-161-000	5/16/14 W/C	56.70
				..... CHECK TOTAL	1,152.38
141958	10/03	MEDICAL SYSTEMS INC	110-09-56405-161-000	9/22/14 W/C	1,090.00
141959	10/03	IOD INCORPORATED	110-09-56405-161-000	9/19/14 W/C	101.95
			110-09-56405-161-000	9/16/14 W/C	53.49
				..... CHECK TOTAL	155.44
141960	10/03	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	2/21/14 W/C	335.75
141961	10/03	AURORA HEALTH CARE	110-09-56405-161-000	5/29/14 W/C	3,402.98
			110-09-56405-161-000	5/13-29/14 W/C	862.78
			110-09-56405-161-000	5/29/14 W/C	487.90
			110-09-56405-161-000	5/27/14 W/C	254.15
			 CHECK TOTAL	5,007.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141962	10/03	WORK INJURY MGMNT SOLUTIONS	110-09-56405-161-000	8/28/14 W/C	429.09
			110-09-56405-161-000	8/21/14 W/C	396.15
			110-09-56405-161-000	8/7/14 W/C	338.43
			110-09-56405-161-000	7/28/14 W/C	331.89
			110-09-56405-161-000	8/12/14 W/C	330.15
			110-09-56405-161-000	8/26/14 W/C	248.43
				..... CHECK TOTAL	2,074.14
141963	10/03	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	8/27/14 W/C	102.37
141964	10/03	MAXIMUM MEDICAL IMPROVEMENTS	110-09-56405-161-000	9/8/14 W/C	449.70
141965	10/03	EQUIAN LLC	110-09-56405-161-000	8/1-31/14 W/C	6,476.13
141966	10/03	EQUIAN LLC	110-09-56405-161-000	5/2/14 W/C	14.86
141967	10/03	SELECTIVE HEARING CENTERS	110-09-56405-161-000	8/13/14 W/C	4,840.00
141968	10/03	WILLIE, RICHARD & SHIRLEY	110-00-21112-000-000	SPCL ASMNT OVERPAY	2.46
141969	10/03	MCCUTCHER, ANTHONY R	110-01-50301-219-000	WITNESS 14-CV-1389	20.48
141970	10/03	SHERID, MAZIN M.	110-01-50301-219-000	WITNESS 14-CV-1389	21.15
141971	10/03	MUNNELLY, GREGORY	110-09-56405-161-000	9/29/14 MILEAGE	282.74
141972	10/08	BINDELLI BROTHERS, INC	110-09-56501-259-569	09/14 2224 54 ST	110.12
			110-09-56501-259-569	09/14 3007 85 ST	90.12
			110-09-56501-259-569	09/14 6116 24 AVE	80.00
				..... CHECK TOTAL	280.24
141973	10/08	BLONER, JOHN JR	761-09-50101-264-000	REG/RENEWALS	137.56
141974	10/08	WISCONSIN STEAM CLEANER	110-05-55109-344-000	REPAIR WASHER	364.11
141975	10/08	RNOW, INC.	630-09-50101-393-000	09/14-SE PARTS/MATER	1,809.56
			630-09-50101-393-000	09/14-SE PARTS/MATER	307.02
			630-09-50101-393-000	09/14-SE PARTS/MATER	54.36
			 CHECK TOTAL	2,170.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141976	10/08	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	09/14-ST ELECTRICAL	101.25
141977	10/08	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	09/14-ST ELECTRICAL	114.64
			110-03-53109-375-000	09/14-ST ELECTRICAL	11.00
			110-03-53109-375-000	09/14-ST ELECTRICAL	9.51
				..... CHECK TOTAL	135.15
141978	10/08	KENOSHA COUNTY SHERIFF DEPT	241-00-24202-000-000	JAG 2013 DJ-BX-1181	12,938.00
141979	10/08	KENOSHA NEWS	110-01-50101-321-000	09/14-CT 2ND READ OR	28.46
			110-01-50301-219-000	09/14-LE WARD/PATTON	23.77
			110-01-51601-321-000	09/14-CD TID REVIEW	23.10
			110-01-50101-321-000	09/14-CT 1ST READ OR	16.41
				..... CHECK TOTAL	91.74
141980	10/08	SHERWIN WILLIAMS CO.	110-03-53110-389-000	09/14 ST PAINT/SUPPL	8.54
141981	10/08	KENOSHA WATER UTILITY	227-09-50101-223-000	5/31-7/31 KEP SWU	14,950.38
141982	10/08	WE ENERGIES	217-06-51610-259-000	#5731942 UTILITIES	24.26
			217-06-51612-259-000	#5731946 UTILITIES	23.57
			217-06-51611-259-000	#5731943 UTILITIES	23.32
			217-06-51615-259-000	#5731940 UTILITIES	23.04
				..... CHECK TOTAL	94.19
141983	10/08	REINDERS INC.	110-05-55102-344-000	09/14 PA PARTS AND S	82.05
			110-05-55102-344-000	09/14 PA RETURN PART	76.02CR
				..... CHECK TOTAL	6.03
141984	10/08	KENOSHA WATER UTILITY	110-05-55109-224-000	RING RD METER	210.00
			110-05-55109-224-000	HARBORPARK METER	89.88
			205-03-53119-224-000	COMPOST METER	47.49
				..... CHECK TOTAL	347.37
141985	10/08	OFFICEMAX	632-09-50101-311-000	09/14 SE #2966 OFFC	197.14
			110-01-51601-311-000	09/14 CD #2963 OFFC	132.35
			110-01-51301-311-000	09/14 AD #2962 OFFC	59.17
			110-03-53101-311-000	09/14 PW #2961 OFFC	37.49
			110-01-51201-311-000	09/14 CT #2695 OFFC	35.23
			110-01-51101-362-000	CHAIRMAT	34.99
			110-02-52201-311-000	09/14 FD #2964 OFFC	33.00
			110-01-51301-311-000	09/14 AD #2962 OFFC	2.75
			110-01-51601-311-000	09/14 CD #2693 RTN	12.47CR
			110-01-51201-311-000	09/14 AD #2695 RETN	15.25CR
			 CHECK TOTAL	504.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141986	10/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-367-000	09/14-SW TOOLS/SUPPL	72.36
			501-09-50105-361-000	09/14-SW TOOLS/SUPPL	41.00
				..... CHECK TOTAL	113.36
141987	10/08	ALUMINUM FENCE CORPORATION	110-05-55109-249-000	POERIO GATES	345.96
141988	10/08	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	STORM SEWER CASTINGS	21,927.31
			630-09-50101-393-000	STORM SEWER CASTINGS	984.00
				..... CHECK TOTAL	22,911.31
141989	10/08	GORDIE BOUCHER FORD OF KENO	501-09-50105-344-000	REPAIRS #3100	83.01
141990	10/08	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	09/14 PD BC'S PRINTI	60.00
141991	10/08	STRAND ASSOCIATES, INC.	110-03-53117-219-000	MONITOR WELL ABNDMT	1,813.00
141992	10/08	KENOSHA HOUSING AUTHORITY	248-06-50202-259-000	#5737858 9 & 10/14	15,083.00
			217-06-52602-259-000	TBRA ADMIN 8-9/14	2,113.36
				..... CHECK TOTAL	17,196.36
141993	10/08	LEE PLUMBING, INC.	501-09-50105-246-000	09/14-ST HVAC, PLUMB	780.00
141994	10/08	RUEKERT & MIELKE, INC.	403-11-51212-589-000	7/12-8/08 TASK 2	10,972.78
			403-11-51212-589-000	08/09-09/05 TASK 2	10,407.53
			402-11-51404-586-000	7/12-8/08 ARCGIS	2,750.00
			501-09-50102-219-000	8/09-9/5 ILLICIT DIS	1,360.00
			501-09-50102-219-000	7/23-8/08 ILLICIT DI	1,360.00
			420-11-51411-589-000	8/09-9/05 ARCGIS	737.50
			420-11-51411-589-000	7/12-8/08 ARCGIS	62.50
				..... CHECK TOTAL	27,650.31
141995	10/08	ADVANCED DISPOSAL	205-03-53118-253-000	07/14 BACK HAULS	8,572.46
			205-03-53118-253-000	06/14 BACK HAULS	7,520.87
			205-03-53118-253-000	8/14 390.60 TONS	6,687.08
			205-00-46397-000-000	06/14 REBATE	9,735.13CR
			205-00-46397-000-000	07/14 REBATE	10,955.66CR
				..... CHECK TOTAL	2,089.62
141996	10/08	ELECTRICAL CONTRACTORS, INC	110-05-55111-246-000	FILTER MODULE REPAIR	346.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
141997	10/08	WASTE MGMT OF MILWAUKEE	110-05-55108-282-000	09/14-SOUTHPORT PORT	154.00
141998	10/08	CABLE & SONS, INC	110-05-55109-354-000	SHAGBARK GRAVEL	60.00
			110-05-55109-354-000	SHAGBARK GRAVEL	60.00
			110-05-55109-354-000	SHAGBARK GRAVEL	60.00
			110-05-55109-354-000	SHAGBARK GRAVEL	60.00
				..... CHECK TOTAL	240.00
141999	10/08	MOORE OIL COMPANY	520-09-50106-341-000	08/14-TD-LUBRICATION	1,501.88
142000	10/08	MARESCALCO COUNTYWIDE	758-09-51610-259-000	SURVEY 5814 19 AV	300.00
142001	10/08	FOTH INFRASTRUCTURE AND	405-11-51305-219-000	SP MARINA ENG SERV	4,715.41
			403-11-51102-588-000	STORM WATER OUTFALL	2,560.00
			405-11-51305-219-000	DREDGING FEASIBILIT	2,119.50
				..... CHECK TOTAL	9,394.91
142002	10/08	STAPLES	110-02-52103-311-000	09/14-PD OFFICE SUPP	456.89
			110-02-52103-311-000	09/14-PD OFFICE SUPP	431.76
			110-02-52103-311-000	09/14-PD OFFICE SUPP	194.98
				..... CHECK TOTAL	1,083.63
142003	10/08	MSC INDUSTRIAL SUPPLY	110-02-52203-344-000	09/14 FD SUPPLIES/RE	107.72
142004	10/08	MENARDS (KENOSHA)	110-05-55109-357-000	09/14-PA BENCHES MER	622.38
			501-09-50105-355-000	09/14-SW MERCHANDISE	180.18
			110-05-55111-249-000	09/14-PA MERCHANDISE	108.99
			110-02-52110-389-000	09/14-ST MERCHANDISE	58.22
			110-05-55104-344-000	09/14-PA MERCHANDISE	44.41
			110-05-55111-246-000	09/14-PA MERCHANDISE	39.07
			217-06-51614-259-000	#5731937 - SUPPLIES	35.44
			110-05-55109-344-000	09/14-PA MERCHANDISE	31.84
			501-09-50105-355-000	09/14-SW MERCHANDISE	29.90
			217-06-51614-259-000	#5729590 - SUPPLIES	19.15
				..... CHECK TOTAL	1,169.58
142005	10/08	DELL COMPUTERS	110-01-51102-539-000	DELL BACKPACKS	158.37
142006	10/08	MILLER ENGINEERS SCIENTISTS	403-11-51217-589-000	PERMIT APPLICATIONS	3,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142007	10/08	DOCTORS OF LANDSCAPING	227-09-50101-249-000 227-09-50101-249-000	09/14 PW GRASS CUTTI 08/14 PW GRASS CUTTI CHECK TOTAL	4,400.00 4,400.00 8,800.00
142008	10/08	ELECTION SOURCE	110-01-51901-311-000	THERMAL PAPER	159.13
142009	10/08	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000 110-09-56402-219-000	THOMPkins V CITY FINLEY V CITY CHECK TOTAL	165.10 71.30 236.40
142010	10/08	DAWES RIGGING & CRANE RENTAL	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	SPROCKET SPROCKET REPAIR PART PIN NUT CHECK TOTAL	684.34 142.04 137.25 4.05 967.68
142011	10/08	CLARK DIETZ, INC	403-11-51416-219-000	ENGINEERING SERVICES	5,880.00
142012	10/08	FIREHOUSE PERFORMANCE	110-02-52103-344-000	09/14 PD #3140 TIRES	207.95
142013	10/08	KTR PROPERTY TRUST III	501-00-13114-000-000	SWU 33098 OVERPAY	423.24
142014	10/08	SERVICELINK	110-00-21106-000-000 110-00-21106-000-000 110-00-21106-000-000	REISSUE CK #134264 REISSUE CK #134256 REISSUE CK #134261 CHECK TOTAL	411.81 344.07 249.20 1,005.08
142015	10/08	DEMARIO, JOHN	110-02-52107-263-000	REISSUE CK #134036	8.00
142016	10/08	TIG KERKMAN	520-09-50201-233-000	TRANSIT RTE LICENSE	124.00
142017	10/10	BINDELLI BROTHERS, INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	09/14 4803 38 AVE 09/14 2510 55 ST 09/14 5538 31 AVE 09/14 5706 8 AVE CHECK TOTAL	98.00 98.00 98.00 78.00 372.00
142018	10/10	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	09/14-ST ELECTRICAL	223.56
142019	10/10	KENOSHA AREA CONVENTION &	110-00-41204-999-000	4TH PYMT PROJ 2014	108,355.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142020	10/10	HWY C SERVICE	420-11-51401-579-000	TOOLCAT 5600	53,931.00
142021	10/10	INTERSTATE ELECTRIC SUPPLY	520-09-50401-347-000	09/14-TD ELECTRICAL	149.50
			110-03-53109-375-000	09/14-ST ELECTRICAL	114.64
			110-03-53109-375-000	09/14-ST ELECTRICAL	114.64
			110-03-53109-375-000	09/14-ST ELECTRICAL	16.41
			110-03-53103-246-000	10/14-ST ELECTRICAL	13.96
			110-03-53103-246-000	09/14-ST ELECTRICAL	9.11
			110-03-53109-375-000	09/14-ST ELECTRICAL	6.63
				..... CHECK TOTAL	424.89
142022	10/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/10/14 CITY HRLY	10,837.05
			110-00-21562-000-000	10/10/14 WATER HRLY	3,170.87
			110-00-21562-000-000	10/10/14 MUSEUM HRLY	15.00
				..... CHECK TOTAL	14,022.92
142023	10/10	KENOSHA CO HUMANE SOCIETY	110-00-21112-000-000	OVER AUGUST LICENSE	105.00
142024	10/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	2/21/14 W/C	1,994.26
			110-09-56405-161-000	5/31/14 W/C	360.00
			110-02-52101-219-000	09/14 LAB 14-133451	49.60
			110-02-52101-219-000	09/14 LAB 14-125217	49.60
			110-02-52101-219-000	09/14 LAB 14-131881	49.60
				..... CHECK TOTAL	2,503.06
142025	10/10	FIRST SUPPLY CO.	110-02-52203-382-000	09/14 FD #3 SUPPLIES	34.72
142026	10/10	WE ENERGIES	110-03-53109-221-000	12/13-9/14 3301 80TH	469.79
142027	10/10	OAKES & SON, INC., A. W.	402-11-51404-586-000	EST 3 THRU 9/30/14	187,287.18
			403-11-51401-585-000	EST 3 THRU 9/30/14	15,940.00
				..... CHECK TOTAL	203,227.18
142028	10/10	KENOSHA WATER UTILITY	420-11-51210-589-846	4/7-9/5 GW O&M	726.77
			420-11-51210-589-846	2/7-4/7 GW O&M	668.59
			497-11-50102-219-846	4/7-9/5 GW O&M	204.98
			497-11-50102-219-846	2/7-4/7 GW O&M	188.57
				..... CHECK TOTAL	1,788.91
142029	10/10	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	POLICE OFFICER EQUIP	1,566.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142030	10/10	WISCONSIN FUEL & HEATING	110-03-53117-341-000	09/14-WA LUBRICANTS/	795.50
142031	10/10	BADGER OIL EQUIPMENT CO.	630-09-50101-393-000	09/14 FUEL PUMP REPA	642.44
142032	10/10	FABCO EQUIPMENT, INC.	630-09-50101-393-000	09/14 SE PARTS & MAT	600.00
142033	10/10	KENOSHA WATER UTILITY	110-00-21913-000-000	09/14 TEMP PERMITS	22,493.16
			110-00-21914-000-000	09/14 BILL COLLECTN	5,371.72
				..... CHECK TOTAL	27,864.88
142034	10/10	DOVER FLAG & MAP	110-05-55109-389-000	US FLAG	425.43
			110-05-55109-389-000	US FLAG	258.80
			110-05-55109-389-000	POW/MIA FLAG	76.05
				..... CHECK TOTAL	760.28
142035	10/10	CHASE BANK KENOSHA	110-00-21513-000-000	10/10/14 HRLY DEDCT	18,851.45
			110-00-21612-000-000	10/10/14 HRLY DEDCT	10,873.32
			110-00-21511-000-000	10/10/14 HRLY DEDCT	10,873.18
			110-00-21614-000-000	10/10/14 HRLY DEDCT	2,978.73
			110-00-21514-000-000	10/10/14 HRLY DEDCT	2,978.65
				..... CHECK TOTAL	46,555.33
142036	10/10	CHASE BANK KENOSHA	761-00-21513-000-000	09/14 KCM DEDUCTS	592.00
			761-09-50101-158-000	09/14 KCM DEDUCTS	353.34
			761-00-21511-000-000	09/14 KCM DEDUCTS	353.34
			761-00-21514-000-000	09/14 KCM DEDUCTS	82.64
			761-09-50101-158-000	09/14 KCM DEDUCTS	82.63
				..... CHECK TOTAL	1,463.95
142037	10/10	ZAK, PAUL	110-02-52203-165-000	10/14 BENEFITS	861.97
142038	10/10	INDUSTRIAL MARKETING	630-09-50101-393-000	09/14-SWEEPER#2993	1,987.59
142039	10/10	NORTH AMERICAN SALT CO.	630-00-16122-000-000	ROAD SALT	53,821.99
			630-00-16122-000-000	ROAD SALT	43,958.60
			630-00-16122-000-000	ROAD SALT	15,298.82
			630-00-16122-000-000	ROAD SALT	5,836.56
				..... CHECK TOTAL	118,915.97
142040	10/10	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	09/14 ST STRUCTURES/	582.50
			403-11-51102-588-000	09/14 ST STRUCTURES/	160.00
			 CHECK TOTAL	742.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142041	10/10	BENDLIN FIRE EQUIPMENT CO.	110-02-52206-358-000	09/14 FD #7 PARTS/MA	945.00
			110-02-52206-358-000	09/14 FD #7 PARTS/MA	945.00
			110-02-52206-358-000	09/14 FD #4 PARTS/MA	945.00
			110-02-52206-358-000	09/14 FD #4 PARTS/MA	945.00
			110-02-52203-344-000	09/14 FD #4 PARTS/MA	86.61
				..... CHECK TOTAL	3,866.61
142042	10/10	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000	8/2-29 SW INVEST.	35,582.61
			420-11-51210-589-846	7/5-8/1 SW INVEST.	3,544.53
			420-11-51210-589-846	8/2-29 GW SYSTEM	2,792.74
			497-11-50101-219-000	7/5-8/1 SW INVEST.	2,041.63
			497-11-50102-219-846	7/5-8/1 SW INVEST.	999.74
			497-11-50102-219-846	8/2-29 GW SYSTEM	787.70
			420-11-51210-589-846	7/5-8/29 BLDG 53	617.48
			420-11-51210-589-846	7/5-8/29 BLDG 53	345.20
			497-11-50102-219-846	7/5-8/29 BLDG 53	271.52
				..... CHECK TOTAL	46,983.15
142043	10/10	UNITED HOSPITAL SYSTEM	110-09-56402-219-000	D WILSON 5/11/11	525.82
142044	10/10	AECOM TECHNICAL SERVICES INC	420-11-51310-589-000	7/5-8/29 ENVIRO SUPT	1,378.31
142045	10/10	LEE PLUMBING, INC.	110-03-53103-241-000	09/14-ST HVAC, PLUMB	298.41
142046	10/10	LEE PLUMBING, INC.	110-00-21581-000-000	10/10/14 DEDUCTION	157.53
142047	10/10	GENFARE	520-09-50201-347-000	08/14-TD FARE BOX PA	12.68
142048	10/10	HUMANA CLAIMS	611-09-50101-155-527	10/07/14 MED CLAIMS	501,255.75
			611-09-50101-155-527	10/01/14 MED CLAIMS	154,114.39
			611-09-50101-155-527	10/03/14 MED CLAIMS	48,940.46
			611-09-50101-155-527	10/06/14 MED CLAIMS	32,269.28
			611-09-50101-155-527	10/08/14 MED CLAIMS	22,424.14
			611-09-50101-155-527	10/06/14 PHARMACY	11,245.74
			611-09-50101-155-527	10/08/14 PHARMACY	7,878.74
			611-09-50101-155-527	10/01/14 PHARMACY	6,292.11
			611-09-50101-155-527	10/02/14 MED CLAIMS	4,750.65
			611-09-50101-155-527	10/02/14 PHARMACY	3,785.52
			611-09-50101-155-527	10/03/14 PHARMACY	2,364.50
			611-09-50101-155-527	10/07/14 PHARMACY	769.05
			 CHECK TOTAL	796,090.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142049	10/10	US CELLULAR	501-09-50103-226-000	08/14 SW-CELL AIRTM	26.17
			501-09-50103-226-000	09/14 SW-CELL AIRTM	18.34
			501-09-50106-226-000	08/14 SW-CELL AIRTM	3.00
			501-09-50106-226-000	09/14 SW-CELL AIRTM	2.03
				..... CHECK TOTAL	49.54
142050	10/10	EMERGING COMMUNITIES CORP	420-11-51310-589-000	10/14 SERVICES	2,500.00
142051	10/10	WASTE MANAGEMENT OF WI	110-03-53117-253-416	09/14 1201.5 TONS	29,076.30
			110-03-53117-253-416	09/14 WDNR TONNAGE	15,619.50
			110-03-53117-253-416	09/14 FUEL SURCHARGE	2,499.88
			110-03-53117-253-417	09/14 12 CMPCT PULLS	2,085.60
			110-03-53117-253-417	09/14 81.82 TONS	1,980.04
			110-03-53117-253-417	09/14 WDNR TONNAGE	1,063.66
			501-09-50104-253-000	09/14 22.79 TONS	551.52
			110-03-53117-253-417	09/13 FUEL SURCHARGE	352.38
			110-03-53117-253-416	09/14 ENVIRO SURCHG	300.00
			501-09-50104-253-000	09/14 WDNR TONNAGE	296.27
			110-03-53117-253-417	09/14 ENVIRO SURCHG	72.00
			501-09-50104-253-000	09/14 FUEL SURCHARGE	48.50
			501-09-50104-253-000	09/14 ENVIRO SURCHG	24.00
				..... CHECK TOTAL	53,969.65
142052	10/10	VERIZON WIRELESS	420-11-51210-589-846	7/19-8/18 KEP LINE	61.80
			497-11-50102-219-846	7/19-8/18 KEP LINE	17.42
				..... CHECK TOTAL	79.22
142053	10/10	MALSACK, J	110-09-56501-259-570	9/14 8040 SHERIDAN	249.31
			110-09-56501-259-570	9/14 1712 55TH ST	173.64
			110-09-56501-259-570	9/14 6344 10TH AVE	172.63
			110-09-56501-259-570	9/14 5103 28TH AVE	141.55
			110-09-56501-259-570	9/14 4221 35TH ST	120.20
			110-09-56501-259-570	9/14 5427 58 ST	119.60
			110-09-56501-259-570	9/14 1346 56TH ST	116.64
			110-09-56501-259-570	9/14 4053 30TH AVE	100.68
			110-09-56501-259-570	9/14 912 47TH ST	94.60
			110-09-56501-259-570	9/14 5506 19TH AVE	92.62
			110-09-56501-259-570	9/14 4013 35TH AVE	89.77
			110-09-56501-259-570	9/14 4055 35TH AVE	84.79
			110-09-56501-259-570	9/14 5817 23RD AVE	78.12
			110-09-56501-259-570	9/14 3410 44TH ST	60.85
			110-09-56501-259-570	9/14 5503 23RD AVE	49.35
			110-09-56501-259-570	9/14 4001 35TH AVE	34.91
			110-09-56501-259-570	9/14 4401 35TH AVE	29.92
			110-09-56501-259-570	9/14 4007 35TH AVE	29.92
			110-09-56501-259-570	9/14 2502 54TH ST	27.64
			110-09-56501-259-570	9/14 1501 54TH ST	25.11
			110-09-56501-259-570	9/14 3404 44TH ST	19.95
			 CHECK TOTAL	1,911.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142054	10/10	WASTE MGMT OF MILWAUKEE	524-05-50101-282-000	09/14 PORTABLE RESTR	150.50
142055	10/10	MID-TOWN PETROLEUM	520-09-50106-341-000	09/14-TD DIESEL EXHA	748.80
142056	10/10	LETTERING MACHINE	110-02-52103-367-000	POLO SHIRT	943.00
			110-02-52103-367-000	POLO SHIRT	533.50
			110-02-52103-367-000	POLO SHIRT	164.00
			110-02-52103-367-000	POLO SHIRT	84.00
			110-02-52103-367-000	POLO SHIRT	49.50
				..... CHECK TOTAL	1,774.00
142057	10/10	WIS DEPT OF REVENUE	761-00-21512-000-000	09/14 KCM DEDUCTS	253.20
142058	10/10	JANESVILLE POLICE DEPT	245-09-50101-264-000	7/20-24/14 T SCHAAL	200.00
142059	10/10	ALUMITANK INC	630-09-50101-393-000	09/14 SE PARTS & MAT	915.37
142060	10/10	ESRI-WI USER GROUP	501-09-50103-264-000	E REED-10/21-24	900.00
142061	10/10	JOHNSON BANK	110-00-21532-000-000	10/10/14 CITY HRLY	1,170.00
			110-00-21532-000-000	10/10/14 WATER HRLY	404.62
				..... CHECK TOTAL	1,574.62
142062	10/10	WI DEPT OF ADMINISTRATION	110-02-52201-311-000	WKC-8165 25 FORMS	42.00
142063	10/10	CLIFTON LARSON ALLEN	761-09-50101-219-000	TAX FORM PREP	1,500.00
142064	10/10	FASTENAL COMPANY	110-03-53103-385-000	09/14 ST TOOLS/MATER	94.45
			205-03-53118-344-000	09/14 WA TOOLS/MATER	63.51
			630-09-50101-393-000	09/14 SE #2476 TOOLS	3.73
				..... CHECK TOTAL	161.69
142065	10/10	WRIGHT EXPRESS FSC	110-03-53109-341-000	09/14 CNG	119.62
			110-03-53103-341-000	09/14 CNG	29.90
				..... CHECK TOTAL	149.52
142066	10/10	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	09/14 BUS PARTS	45.00
142067	10/10	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/10/14 DEDUCTION	104.00
			110-00-21581-000-000	10/10/14 DEDUCTION	87.00
			110-00-21581-000-000	10/10/14 DEDUCTION	45.00
			 CHECK TOTAL	236.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142068	10/10	LOGISTICS PLUS	205-03-53118-219-000	09/14-TIRE RECYCLING	3,600.00
142069	10/10	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 520-09-50201-347-000	09/14-TD SHOP SUPPLI 09/14-TD SHOP SUPPLI CHECK TOTAL	420.25 69.98 490.23
142070	10/10	MENARDS (KENOSHA)	110-02-52203-259-000 110-03-53113-361-000	09/14-FD#3 MERCHANDI 09/14-ST MERCHANDISE CHECK TOTAL	45.98 36.69 82.67
142071	10/10	PAYNE & DOLAN	402-11-51401-585-000 403-11-51202-588-000	EST 2 THRU 9/26/14 EST 2 THRU 9/26/14 CHECK TOTAL	84,363.17 5,862.03 90,225.20
142072	10/10	MORRISH WALLACE CONSTRUCTION	405-11-51305-219-000	EST 1 THRU 9/22/14	190,502.98
142073	10/10	VERBAL INK (OUTSKIRTS, INC.)	110-09-56405-161-000	9/29/14 W/C	82.25
142074	10/10	IRIS USA SHOP - B2B	422-11-51405-561-000	STORAGE BOXES-SQUADS	1,392.05
142075	10/10	J. GARDNER & ASSOCIATES, LLC	110-02-52110-311-000	JR. POLICE BADGES	685.00
142076	10/10	WIS SCTF	110-00-21581-000-000	10/10/14 HRLY DEDCT	1,804.78
142077	10/10	BJS SYSTEMS INC	632-09-50101-246-000	CRANE REPAIR P140829	733.44
142078	10/10	B & H PHOTO-VIDEO INC	206-02-52205-369-000	CAMCORDER/EQUIPMENT	1,880.31
142079	10/10	KENOSHA COUNTY	110-09-56501-259-567	9/15/14 RES 108-14	1,194.69
142080	10/10	KUSSMAUL ELECTRONICS CO, INC	206-02-52205-344-000	09/14-FD PARTS	110.94
142081	10/10	FABCO RENTS	501-09-50105-282-000	09/14 SW EQUIPMENT R	5,206.50
142082	10/10	NICOLET NATURAL SE	761-09-50101-389-000	10/14 WATER COOLER	7.95
142083	10/10	WISCONSIN PARK AND	110-05-55101-264-000	M DURKEE 11/4-7	300.00
142084	10/10	OLYMPIA RESORT & CONF CENTER	110-02-52107-263-000	9/24-25 9 OFFICERS	800.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142085	10/10	RIMKUS, JASON	761-09-50101-111-000	10/01-15/14 SERVICE	1,933.04
			761-00-21514-000-000	10/01-15/14 SERVICE	28.03CR
			761-00-21512-000-000	10/01-15/14 SERVICE	95.80CR
			761-00-21599-000-000	10/01-15/14 SERVICE	96.65CR
			761-00-21511-000-000	10/01-15/14 SERVICE	119.85CR
			761-00-21513-000-000	10/01-15/14 SERVICE	220.00CR
				..... CHECK TOTAL	1,372.71
142086	10/10	PIRO, RALPH	761-09-50101-111-000	10/01-15/14 SERVICE	916.45
			761-00-21514-000-000	10/01-15/14 SERVICE	13.29CR
			761-00-21599-000-000	10/01-15/14 SERVICE	25.00CR
			761-00-21512-000-000	10/01-15/14 SERVICE	30.80CR
			761-00-21511-000-000	10/01-15/14 SERVICE	56.82CR
			761-00-21513-000-000	10/01-15/14 SERVICE	76.00CR
				..... CHECK TOTAL	714.54
142087	10/10	AIRGAS NORTH CENTRAL	520-09-50201-317-000	09/14 INDUSTRIAL GAS	186.51
			110-02-52106-365-000	MARKER PAINTSTIK B	157.49
			206-02-52205-389-000	09/14 FD #3 OXYGEN C	89.20
			206-02-52205-389-000	08/14 FD #4 OXYGEN C	81.80
			206-02-52205-389-000	09/14 FD #5 OXYGEN C	66.46
			206-02-52205-389-000	08/14 FD #3 OXYGEN C	37.60
			206-02-52205-389-000	08/14 FD #5 OXYGEN C	37.60
			206-02-52205-344-000	08/14 FD #4 OXYGEN C	37.20
			206-02-52205-389-000	08/14 FD #7 OXYGEN C	33.60
			206-02-52205-344-000	08/14 FD #7 OXYGEN C	18.60
			206-02-52205-389-000	08/14 FD #5 OXYGEN C	17.99
			206-02-52205-389-000	09/14 FD #3 OXYGEN C	14.91
				..... CHECK TOTAL	778.96
142088	10/10	SOUTHPORT MARINA	110-05-55109-221-000	EON METER 1-6/14	10,585.38
142089	10/10	KENOSHA GROUNDS CARE	110-05-55104-249-000	ANDERSON REPAIRS	1,869.00
142090	10/10	CLARK DIETZ, INC	403-11-51415-219-000	7/26-8/29 SERVICES	2,880.00
142091	10/10	MEDEX LLC	520-09-50101-161-000	10/3/14 W/C	800.00
142092	10/10	IOD INCORPORATED	110-09-56402-219-000	WILSON MED RECORDS	174.10
			110-09-56402-219-000	WILSON MED RECORDS	80.21
			 CHECK TOTAL	254.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142093	10/10	HEALTHPORT	110-09-56402-219-000	WILSON RECORDS	114.22
			110-09-56402-219-000	WILSON RECORDS	98.92
				..... CHECK TOTAL	213.14
142094	10/10	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/21/14 W/C	336.60
142095	10/10	AURORA HEALTH CARE	110-09-56405-161-000	6/28/14 W/C	2,715.75
			110-09-56405-161-000	8/15/14 W/C	57.80
				..... CHECK TOTAL	2,773.55
142096	10/10	BOSTANCHE, JOHN DPM	110-09-56405-161-000	8/1/14 W/C	260.00
142097	10/10	WHEATON FRANCISCAN HEALTH	110-09-56402-219-000	WILSON RECORDS	160.00
142098	10/10	AURORA ADVANCED HEALTHCARE	110-09-56405-161-000	9/10/14 W/C	168.30
142099	10/10	LGIP MUSEUM	110-00-21805-000-000	10-01-14 WIRE TRANS	133,000.00
142100	10/10	GRAMMENTZ, TAMI	110-00-21905-000-000	BEACH HOUSE-9/20/14	300.00
142101	10/10	BEST WESTERN EAST TOWNE	245-09-50101-263-000	3 LODGE 7/28-8/1/14	1,050.00
142102	10/10	AVENUE A ARTS	110-00-21905-000-000	BEACH HOUSE 9/26/14	300.00
142103	10/10	AIELLO, CHUCK	222-09-50101-259-000	FALL FEST 10/11/14	400.00
142104	10/10	MCKEE ASSOCIATES	110-00-21119-000-000	ESCROW 12214 75 ST	5,000.00
142105	10/10	4 GUY'S HOLDINGS, LLC	110-00-21112-000-000	SPCL ASSESSMENT	2.04
142106	10/10	HILL, KARRY	110-00-21905-000-000	BEACH HOUSE-9/21/14	300.00
142107	10/10	SALAS, SHARON	402-11-51304-586-000	SIDEWALK REPAIR	620.00
142108	10/10	ZUFFA, MICHAEL	402-11-51304-586-000	SIDEWALK REPAIR	528.00
142109	10/10	BIDDLE, JOEL	402-11-51304-586-000	SIDEWALK REPAIR	1,386.00
142110	10/10	CHANSKY, KELLY	402-11-51304-586-000	SIDEWALK REPAIR	1,050.00

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142111	10/10	ANDERSON, ROBERT	402-11-51304-586-000	SIDEWALK REPAIR	504.00
142112	10/10	KREWSON, SHARON	110-01-51601-261-000	09/14 488 MILES	273.28
142113	10/10	LEMENS, MICHAEL	110-03-53101-264-000	8/16-19 TORONTO	785.35
			110-03-53101-263-000	8/16-19 TORONTO	519.00
			110-03-53101-262-000	8/16-19 TORONTO	285.16
			110-03-53101-261-000	04-05/14 411 MILES	230.16
			110-03-53101-261-000	01-03/14 409 MILES	229.04
			110-03-53101-262-000	4/9/14-DETROIT	178.00
			110-03-53101-261-000	08-09/14 297 MILES	166.32
			110-03-53101-261-000	07/14 232 MILES	129.92
			110-03-53101-261-000	8/16-19 TORONTO	53.63
			110-03-53101-261-000	APWA-4/30-5/2 MILW	30.00
			110-03-53101-262-000	4/9/14-DETROIT	17.19
			110-03-53101-263-000	4/9/14-DETROIT	15.94
				..... CHECK TOTAL	2,639.71
142114	10/10	BUCK, WAYDE B	521-09-50101-261-000	08/14 181 MILES	101.36
142115	10/10	BALL, DOUGLAS J.	110-02-52103-263-000	9/26/14 WINNEBAGO	12.00
142116	10/10	DURKEE, MARY	110-05-55101-264-000	SEPRC REG FEES	30.00
142117	10/10	SALAS, DEBRA	110-01-51901-263-000	ELECTN PREP EXPENSES	8.07
142118	10/10	LATTERGRASS, PAULA	724-00-21933-000-000	FALL FEST PRIZES	212.36
142119	10/10	DEN HARTOG, WARREN J.	110-02-52107-263-000	9/24-26 WI DELLS	24.00
142120	10/10	SWARTZ, MARTHA E.	110-01-51601-261-000	09/14 173 MILES	96.88
142121	10/10	DESCHLER, STEVEN H.	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142122	10/10	HECKEL, EUGENE W.	110-02-52107-263-000	9/8-12 & 9/17-19	111.00
			110-02-52102-341-000	9/8-12 & 9/17-19	57.00
			 CHECK TOTAL	168.00
142123	10/10	NOSALIK, JOSEPH	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142124	10/10	MIKOLAS, KEVIN	110-01-51601-261-000	09/14 705 MILES	394.80
142125	10/10	RIESELMANN, JOSEPH	110-02-52102-341-000	9/8-9/12 FT MCCOY	43.58
			110-02-52107-263-000	9/8-9/12 FT MCCOY	24.00
				..... CHECK TOTAL	67.58
142126	10/10	BELLER, JAMES	110-02-52107-261-000	9/15-9/26 EVANSTON	79.75
142127	10/10	CHIAPPETTA, LOUIS	110-01-51601-261-000	09/14 336 MILES	188.16
142128	10/10	WASHINGTON, AL	110-01-50901-261-000	09/14 196 MILES	109.76
142129	10/10	KAISER, JERALD	110-02-52107-263-000	9/24-26 WI DELLS	24.00
142130	10/10	CRUEY, EDWARD	110-01-50901-261-000	09/14 135 MILES	75.60
142131	10/10	ALBRECHT, TREVOR	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142132	10/10	BENVENUTO, NICHOLAS	110-02-52103-263-000	9/29/14 WINNEBAGO	12.00
142133	10/10	THOMSEN, JOHN	110-02-52203-341-000	9/23-26 WIS RAPIDS	53.77
142134	10/10	KUNZ, JOSHUA	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142135	10/10	ROHDE, JOHN	110-02-52107-263-000	9/14-19 LODG 1 OFFCR	430.00
			110-02-52107-263-000	LODGING WJOA 9/24-26	345.00
			110-02-52107-263-000	THORNE 9/17-19 LODG	278.88
			110-02-52107-263-000	9/24-25 OCONOMOWOC	10.00
				..... CHECK TOTAL	1,063.88
142136	10/10	HAMILTON, WILLIE	110-02-52103-263-000	9/29/14 WINNEBAGO	12.00
			110-02-52103-263-000	9/26/14 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
142137	10/10	BOSMAN, KEITH	110-01-51301-341-000	GAS FOR MAYOR'S VAN	25.40
142138	10/10	SANCHEZ, MARGARITO	110-01-51601-261-000	09/14 315 MILES	176.40
142139	10/10	VIOLA, LEO	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142140	10/10	SIEKER, RYAN	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142141	10/10	KOCHMAN, KRIS	222-09-50101-259-000	FALL FEST EXP	68.00
142142	10/10	VANG, STEPHEN	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142143	10/10	DILLHOFF, AARON	110-02-52107-263-000	9/15-26 EVANSTON	130.00
			110-02-52107-261-000	9/15-26 EVANSTON	65.25
				.....CHECK TOTAL	195.25
142144	10/10	NIEBUHR, JUSTIN M	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142145	10/10	BONDS, CHRISTOPHER	110-02-52103-263-000	9/26/14 WINNEBAGO	12.00
142146	10/10	YANDEL, DAVID M	110-02-52107-263-000	9/17-19 GREENCASTLE	87.00
142147	10/10	PFEFFER, RYAN L	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142148	10/10	ROWLEY, DONALD D.	110-02-52103-263-000	10/1/14 WINNEBAGO	8.00
142149	10/10	MOORE, MICHAEL	110-01-51601-261-000	09/14 635 MILES	355.60
142150	10/10	LANG, VINCENT R	110-02-52103-263-000	9/26/14 WINNEBAGO	12.00
142151	10/10	SINGH, MOHIT	110-02-52103-263-000	9/28/14 WINNEBAGO	12.00
142152	10/10	NEWHOUSE, ROBERT	110-01-51601-261-000	09/14 343 MILES	192.08
142153	10/10	BAKER, ELIZABETH	110-01-50901-261-000	09/14 171 MILES	95.76
142154	10/10	PAGOULATOS, KOSTAS	110-01-51601-261-000	09/14 515 MILES	288.40
142155	10/10	RUHA, BRIAN	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
142156	10/10	MARSHALL, TODD	110-09-56405-161-000	8/9-9/2/14 MILEAGE	24.48
142157	10/10	BAUER, JACOB	110-02-52103-263-000	9/29/14 WINNEBAGO	12.00
142158	10/10	GRNO, JOHN	110-01-51601-261-000	09/14 457 MILES	255.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142159	10/15	BINDELLI BROTHERS, INC	110-09-56501-259-569	10/14 4410 73 ST	102.24
			110-09-56501-259-569	10/14 2106 60 ST	92.12
			110-09-56501-259-569	09/14 6333 29 AVE	80.00
			110-09-56501-259-569	09/14 5503 23 AVE	60.00
				..... CHECK TOTAL	334.36
142160	10/15	RNOW, INC.	630-09-50101-393-000	09/14 PARTS/MATERIAL	17.02
142161	10/15	CLERK OF CIRCUIT COURT	110-01-50301-219-000	20 SMALL CLAIMS	100.00
142162	10/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	10/1-15/14 CONTRIBS	47,944.96
			110-00-21599-000-000	10/1-15/14 CONTRIBS	8,399.16
			110-00-21524-000-000	10/1-15/14 CONTRIBS	100.00
				..... CHECK TOTAL	56,444.12
142163	10/15	WIS DEPT OF REVENUE	110-09-56507-259-999	09/14 SALES TAX	2,568.03
142164	10/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/15/14 CITY SAL	38,724.86
			110-00-21562-000-000	10/15/14 WATER SAL	6,544.00
			110-00-21562-000-000	10/15/14 LIBRARY SAL	4,748.50
				..... CHECK TOTAL	50,017.36
142165	10/15	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	10/14 ANIMAL CONTRL	12,066.84
142166	10/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	10/15/14 CITY SAL	810.70
			110-00-21541-000-000	10/15/14 LIBRARY SAL	216.00
			110-00-21541-000-000	10/15/14 WATER SAL	163.92
				..... CHECK TOTAL	1,190.62
142167	10/15	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	#14-132770 LAB	99.20
			110-02-52101-219-000	#14-127791 LAB	99.20
			110-02-52101-219-000	#14-136278 LAB	99.20
			110-02-52101-219-000	#14-134048 LAB	99.20
			110-02-52101-219-000	#14-130455 LAB	99.20
			110-02-52101-219-000	#14-124162 LAB	99.20
			110-02-52101-219-000	#14-118545 LAB	99.20
			110-02-52101-219-000	#14-135967 LAB	99.20
				..... CHECK TOTAL	793.60
			142168	10/15	KENOSHA NEWS	405-11-51301-589-000	09/14 PK-13-002 NTC	118.14
415-11-51201-583-000	09/14 LI-08-001 NTC	115.86			
402-11-51406-585-000	09/14 PW-RES 82-14	55.26			
402-11-51402-589-000	09/14 PW-RES 90-14	55.26			
402-11-51406-585-000	09/14 PW - #14-1015	21.76			
402-11-51402-589-000	09/14 PW - #14-1026	21.76			
 CHECK TOTAL	388.04			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142169	10/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	10/15/14 CITY SAL 10/15/14 WATER SAL CHECK TOTAL	84,829.00 40.00 84,869.00
142170	10/15	LANDMARK TITLE CORPORATION	461-11-51401-581-000	ACQ 4603 37TH AVE	77,958.14
142171	10/15	SHERWIN WILLIAMS CO.	110-05-55109-344-000 110-05-55109-249-000	09/14 PA PAINT/SUPPL 09/14 PA PAINT/SUPPL CHECK TOTAL	84.55 84.55 169.10
142172	10/15	FIRST SUPPLY CO.	110-03-53103-389-000 110-05-55109-361-000 110-02-52203-344-000	10/14 ST SUPPLIES AN 09/14 PA SUPPLIES AN 09/14 FD SUPPLIES AN CHECK TOTAL	46.60 14.21 7.75 68.56
142173	10/15	NOTARY BOND RENEWAL SERVICE	110-02-52101-219-000	J KENDALL 4 YR	20.00
142174	10/15	HERBERTS JEWELERS LTD.	110-01-51303-163-000	HWRD MLLR MNTL CLK	230.00
142175	10/15	WILLKOMM INC., JERRY	630-09-50101-392-000	09/14-SE DIESEL FUEL	23,093.06
142176	10/15	WE ENERGIES	633-09-50101-221-000 110-05-55111-221-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 632-09-50101-221-000 522-05-50102-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53103-221-000 110-03-53116-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-03-53109-221-000 520-09-50202-221-000 110-03-53109-221-000 110-03-53103-221-000 110-03-53109-221-000 519-09-50103-221-000 110-05-55109-222-000 110-05-55106-222-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000	#38 07/29-08/27 #38 08/22-09/23 #38 08/24-09/23 #38 08/26-09/25 #38 08/25-09/24 #38 08/21-09/22 #38 07/29-08/27 #38 08/19-09/18 #38 08/21-09/23 #38 08/20-09/21 #38 07/29-08/27 #38 08/20-09/21 #38 08/22-09/23 #38 08/19-09/18 #38 08/19-09/18 #38 08/20-09/21 #38 07/21-09/19 #38 08/26-09/24 #38 08/25-09/24 #38 07/28-08/26 #38 08/25-09/24 #38 08/21-09/23 #38 08/25-09/24 #38 07/28/08/26 #38 08/21-09/22 #38 08/21-09/22 #38 08/22-09/24 #38 08/19-09/19	3,453.58 2,438.51 1,943.26 1,569.37 1,370.90 1,338.37 1,257.46 1,125.24 1,095.93 1,052.91 848.55 684.38 646.90 625.09 445.54 420.89 323.68 210.47 175.00 167.39 166.52 129.98 77.52 45.02 39.77 39.02 38.14 32.79

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53117-221-000	#38 08/20-09/21	28.13
			110-05-55109-222-000	#38 08/25-09/24	13.02
			520-09-50202-222-000	#38 08/25-09/24	12.64
			110-05-55111-222-000	#38 08/21-09/22	12.52
			522-05-50102-222-000	#38 08/19-09/18	11.54
			110-05-55109-221-000	#38 08/25-09/24	10.29
			110-05-55109-222-000	#38 08/19-09/18	9.30
			110-03-53109-221-000	#38 07/24-08/25	222.16CR
				..... CHECK TOTAL	21,637.46
142177	10/15	WE ENERGIES	217-06-51602-259-000	#5739188 UTILITIES	67.75
			217-06-51603-259-000	#5739174 UTILITIES	56.69
			217-06-51613-259-000	#5739166 UTILITIES	26.21
				..... CHECK TOTAL	150.65
142178	10/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	10/15/14 DEDUCTION	290.46
142179	10/15	PAYNE & DOLAN INC.	110-03-53103-355-000	09/14-ASPHALT MATERI	678.00
142180	10/15	REINDERS INC.	521-09-50101-344-000	06/14-AR PARTS/SERVI	98.16
			110-05-55109-344-000	09/14-PA PARTS/SERVI	32.76
			110-05-55109-344-000	09/14-PA PARTS/SERVI	32.76
				..... CHECK TOTAL	163.68
142181	10/15	KENOSHA WATER UTILITY	217-06-51603-259-000	#5739172 UTILITIES	50.30
			217-06-51602-259-000	#5739185 UTILITIES	50.30
			758-09-51608-259-000	6/25-8/26/14 UTILS	34.96
			217-06-51612-259-000	#5739193 UTILITIES	32.25
			217-06-51611-259-000	#5739189 UTILITIES	32.25
			758-09-51607-259-000	6/24-8/12/14 UTILS	31.68
			217-06-51613-259-000	#5739168 UTILITIES	31.68
			217-06-51610-259-000	#5739196 UTILITIES	29.48
			217-06-51615-259-000	#5739191 UTILITIES	28.38
				..... CHECK TOTAL	321.28
142182	10/15	BROOKS TRACTOR, INC.	630-09-50101-393-000	09/14 SE PARTS & MAT	2,071.26
			630-09-50101-393-000	09/14 SE PARTS & MAT	477.33
			630-09-50101-393-000	09/14 SE #2215 PARTS	392.04
			 CHECK TOTAL	2,940.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142183	10/15	STANDARD COMPANIES	630-09-50101-393-000	09/14-SE SHOP WIPES/	5,037.60
142184	10/15	CURTIS INDUSTRIES, INC	630-09-50101-393-000	09/14 CE FASTENERS	385.71
142185	10/15	FABCO EQUIPMENT, INC.	630-09-50101-393-000	09/14 SE PARTS & MAT	568.30
			630-09-50101-393-000	09/14 SE PARTS & MAT	204.48
			630-09-50101-393-000	09/14 SE #3207 PARTS	117.55
			630-09-50101-393-000	09/14 SE #2476 PARTS	27.62
			630-09-50101-393-000	09/14 SE #3207 PARTS	18.08
				..... CHECK TOTAL	936.03
142186	10/15	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	08/14-TD TIRE LEASE	3,324.38
142187	10/15	CHIEF CORPORATION	110-02-52103-365-000	TLF-1S WEAPON LIGHT	111.14
142188	10/15	BATTERIES PLUS LLC	110-02-52103-385-000	09/14 PD BATTERIES &	19.98
142189	10/15	AT&T	110-02-52203-225-000	9/22-10/21 REPEATERS	413.26
142190	10/15	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	09/14-MED DIR SERVIC	5,712.75
142191	10/15	CHASE BANK KENOSHA	110-00-21513-000-000	10/15/14 SAL DEDUCT	203,054.48
			110-00-21511-000-000	10/15/14 SAL DEDUCT	74,037.20
			110-00-21612-000-000	10/15/14 SAL DEDUCT	74,036.91
			110-00-21514-000-000	10/15/14 SAL DEDUCT	23,154.97
			110-00-21614-000-000	10/15/14 SAL DEDUCT	23,154.61
				..... CHECK TOTAL	397,438.17
142192	10/15	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	10/14 SPCL TRANSPRT	19,250.00
			520-09-50301-258-000	10/14 WKND DISPATCH	750.00
				..... CHECK TOTAL	20,000.00
142193	10/15	TDS	110-01-51801-227-000	10/14 PHONE SERVICE	5,287.70
			110-00-15202-000-000	10/14 PHONE SERVICE	2,144.92
			520-09-50301-227-000	10/14 PHONE SERVICE	772.27
			110-03-53103-227-000	10/14 PHONE SERVICE	543.16
			110-00-14401-000-000	10/14 PHONE SERVICE	446.42
			632-09-50101-227-000	10/14 PHONE SERVICE	394.08
			521-09-50101-227-000	10/14 PHONE SERVICE	345.36
			110-05-55109-227-000	10/14 PHONE SERVICE	339.00
			501-09-50101-227-000	10/14 PHONE SERVICE	225.50
			110-03-53116-227-000	10/14 PHONE SERVICE	204.08
			520-09-50401-227-000	10/14 PHONE SERVICE	142.13
			110-02-52108-225-000	10/14 PHONE SERVICE	132.18
			110-02-52110-227-000	10/14 PHONE SERVICE	102.63
			524-05-50101-227-000	10/14 PHONE SERVICE	95.79
			520-09-50202-227-000	10/14 PHONE SERVICE	70.61
			110-02-52203-227-000	10/14 PHONE SERVICE	68.76
			206-02-52205-227-000	10/14 PHONE SERVICE	67.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52108-225-000	10/14 PHONE CALLS	66.69
			110-05-55111-227-000	10/14 PHONE SERVICE	45.84
			110-02-52110-225-000	10/14 PHONE CALLS	40.42
			110-01-51801-225-000	10/14 PHONE CALLS	18.80
			524-05-50101-225-000	10/14 PHONE CALLS	5.23
			520-09-50301-225-000	10/14 PHONE CALLS	5.18
			110-03-53103-225-000	10/14 PHONE CALLS	1.64
			632-09-50101-225-000	10/14 PHONE CALLS	1.54
			501-09-50101-225-000	10/14 PHONE CALLS	.64
			110-03-53116-225-000	10/14 PHONE CALLS	.62
			110-05-55111-225-000	10/14 PHONE CALLS	.35
			110-05-55109-225-000	10/14 PHONE CALLS	.35
			521-09-50101-225-000	10/14 PHONE CALLS	.07
				..... CHECK TOTAL	11,569.42
142194	10/15	OFFICEMAX	110-02-52201-311-000	09/14 FD #2967 OFFC	35.49
			631-09-50101-311-000	09/14 EN #2972 OFFC	26.02
			110-01-52001-311-000	09/14 MC #2969 OFFC	8.75
				..... CHECK TOTAL	70.26
142195	10/15	WIS DEPT OF TRANSPORTATION	402-11-51205-589-000	1032-10-71 STH 50	6,173.68
			402-11-51205-589-000	1032-10-71 STH 50	522.69
				..... CHECK TOTAL	6,696.37
142196	10/15	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	CITATION BOOKS	80.00
142197	10/15	NORTH AMERICAN SALT CO.	630-00-16122-000-000	ROAD SALT	29,371.01
			630-00-16122-000-000	ROAD SALT	18,933.84
			630-00-16122-000-000	ROAD SALT	13,406.61
			630-00-16122-000-000	ROAD SALT	9,018.55
				..... CHECK TOTAL	70,730.01
142198	10/15	KENOSHA PROFESSIONAL POLICE	611-09-50102-259-000	WELLNESS PROGRAM	238.56
142199	10/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	10/15/14 SAL DEDUCTS	810.00
142200	10/15	ACCURATE PRINTING CO., INC.	631-09-50101-311-000	09/14 EN-BUS CARDS	135.00
			110-02-52103-311-000	09/14 PD-RBR STAMP	50.00
			110-01-50101-311-000	09/14 CT-ALD BC'S	35.00
			 CHECK TOTAL	220.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142201	10/15	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	09/14 YW WASTE PRGM 10/14 YW WASTE PRGM CHECK TOTAL	46.73 28.84 75.57
142202	10/15	CICCHINI ASPHALT LLC	501-00-21128-000-000	ESCROW 2804 39 AVE	5,000.00
142203	10/15	LEE PLUMBING, INC.	110-02-52203-241-000 110-05-55109-249-000 110-05-55109-249-000 633-09-50101-246-000	09/14-FD#5 PLUMBING 08/14-BANDSHELL PLUM 08/14-ANDERSON PLUMB CLOGGED DRAIN CHECK TOTAL	621.79 215.00 167.00 129.00 1,132.79
142204	10/15	CINTAS CORP.	110-02-52101-219-000	SHED CONT PICKUP	10.00
142205	10/15	SCHREIBER ANDERSON ASSOC.	405-11-51317-219-831 405-11-51403-219-000 405-11-51217-589-825 405-11-51217-589-825 405-11-51317-589-830 405-11-51117-589-000	08/14 PETZKE PHASE 2 08/14 MASTER PLAN 07/14 FISHING PIER 08/14 FISHING PIER 08/14 VELODROME 08/14 STRAWBERRY CRK CHECK TOTAL	8,596.86 3,945.20 3,282.50 2,297.75 1,988.00 1,274.00 21,384.31
142206	10/15	FRONTIER	110-02-52203-225-000	9/22-10/21/14 FIRE	41.66
142207	10/15	CUMMINS NPOWER, LLC	110-02-52203-344-000	09/14 FD PARTS/SERVI	552.00
142208	10/15	MALSACK, J	461-11-51401-581-000 463-11-51202-219-000 463-11-51302-219-000 110-09-56501-259-570 463-11-51002-219-000 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 463-11-51302-219-000 463-11-51302-219-000 110-09-56501-259-570	9/14 WEED/GRASS-C 9/14 WEED/GRASS B 9/14 WEED/GRASS-D 10/14 6011 30TH AVE 09/14 PARCELS MTN A 10/14 2710 25TH AVE 10/14 5903 23RD AVE 10/14 4128 28TH AVE 10/14 6026 24TH AVE 10/14 4111 29TH AVE 10/14 4121 29TH AVE 10/14 1925 52ND ST 9/14 56TH ST/GRASS 9/14 5814 19TH AVE 10/14 6030 24TH AVE CHECK TOTAL	1,671.21 1,037.87 798.79 266.00 258.30 98.26 97.49 94.74 75.43 73.99 72.48 71.49 21.94 14.90 6.65 4,659.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142209	10/15	CHULA VISTA RESORT	110-05-55111-263-000	M DURKEE 11/4-7/14	186.00
			110-05-55101-263-000	M DURKEE 11/4-7/14	186.00
				..... CHECK TOTAL	372.00
142210	10/15	PELION BENEFITS, INC.	110-00-21517-000-000	10/1-15/14 DEDUCTS	5,300.52
142211	10/15	WIS PARK & RECREATION ASSN.	631-09-50101-264-000	11/4-7 KATIE ELDER	485.00
142212	10/15	WIS DEPT OF FINANCIAL INST	110-02-52101-219-000	J KENDALL 4 YEAR	20.00
142213	10/15	ESRI-WI USER GROUP	110-01-51601-264-000	M CALLOVI 10/22-23	900.00
142214	10/15	JOHNSON BANK	110-00-21532-000-000	10/15/14 CITY SAL	25,722.54
			110-00-21532-000-000	10/15/14 WATER SAL	2,814.41
			110-00-21532-000-000	10/15/14 LIBRARY SAL	1,150.00
				..... CHECK TOTAL	29,686.95
142215	10/15	FASTENAL COMPANY	521-09-50101-344-000	09/14 AR TOOLS/MATER	31.91
			520-09-50201-317-000	12/13 TD TOOLS/MATER	14.71
			520-09-50201-347-000	12/13 TD TOOLS/MATER	4.91
				..... CHECK TOTAL	51.53
142216	10/15	DAN'S TOOLS INC.	110-03-53103-361-000	MISC. TOOLS	2,856.89
			110-03-53107-361-000	MISC. TOOLS	883.57
				..... CHECK TOTAL	3,740.46
142217	10/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/15/14 DEDUCTION	743.00
			110-00-21581-000-000	10/15/14 DEDUCTION	419.00
			110-00-21581-000-000	10/15/14 DEDUCTION	400.00
				..... CHECK TOTAL	1,562.00
142218	10/15	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	09/14-TD SHOP SUPPLI	105.58
142219	10/15	FORCE AMERICA	630-09-50101-393-000	09/14 SE PARTS/MATER	1,781.26
142220	10/15	MENARDS (KENOSHA)	110-02-52203-344-000	09/14-FD#4 MERCHANDI	335.25
			110-05-55111-246-000	09/14-PA MERCHANDISE	99.51
			405-11-51317-589-824	09/14-DOG PARK MERCH	67.50
			405-11-51317-589-824	09/14-DOG PARK MERCH	41.10
			501-09-50105-353-000	09/14-SW MERCHANDISE	39.99
			110-05-55102-249-000	09/14-PA MERCHANDISE	34.87
			110-02-52204-344-000	09/14-FD#1 MERCHANDI	32.90
			110-05-55111-361-000	09/14-PA MERCHANDISE	28.34
			110-05-55109-344-000	09/14-PA MERCHANDISE	19.98
			110-05-55109-344-000	09/14-PA MERCHANDISE	19.00
			 CHECK TOTAL	718.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142221	10/15	DEVELOPMENT COUNSELLORS INT	411-11-51302-219-000	10/14 BRANDING PROJ	11,450.00
142222	10/15	SUTPHEN CORPORATION	110-02-52203-344-000	09/14 FD PARTS & SER	374.00
142223	10/15	MULTIPLE CONCRETE	402-11-51401-585-000 403-11-51102-588-000 403-11-51102-588-000	09/14 CONSTRUCT, MAT 09/14 CONSTRUCT, MAT 09/14 CONSTRUCT, MAT CHECK TOTAL	3,120.00 420.00 180.00 3,720.00
142224	10/15	HARBOR SALES	520-09-50401-347-000	MDO SHEETS FOR DOORS	535.72
142225	10/15	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	09/14 PD EXTINGUISHE	60.10
142226	10/15	PLATINUM SYSTEMS	761-09-50101-230-000	TECH SUPPORT	93.75
142227	10/15	WIS SCTF	110-00-21581-000-000	10/15/14 SAL DEDUCTS	11,476.58
142228	10/15	HALLMAN LINDSAY	521-09-50101-371-000 521-09-50101-371-000 110-05-55109-244-000 110-05-55109-344-000	10/14-AR PAINT/PRODU 09/14-AR PAINT/PRODU 09/14-PA PAINT/PRODU 09/14-PA PAINT/PRODU CHECK TOTAL	270.20 160.95 56.48 25.96 513.59
142229	10/15	ALARM DETECTION SYSTEMS INC	520-09-50202-246-000	METRA ST 7/14-6/15	599.40
142230	10/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	10/15/14 DEDUCTION	375.00
142231	10/15	GRAINGER	520-09-50201-246-000 110-02-52203-382-000 630-09-50101-235-000 110-05-55109-361-000 110-05-55109-361-000	09/14-TD PARTS/MATER 10/14-FD PARTS/MATER 09/14-SE PARTS/MATER 09/14-PA PARTS/MATER 09/14-PA PARTS/MATER CHECK TOTAL	130.66 90.16 53.06 40.91 16.00 330.79
142232	10/15	TIME WARNER CABLE	520-09-50301-233-000 110-01-51102-233-000 524-05-50101-219-000 521-09-50101-219-000	10/14 TRANSIT-ROADRU 10/14 AIRPORT-ROADRU 10/14 MONTHLY CABLE 10/14 CABLE CONTRACT CHECK TOTAL	139.95 139.95 34.50 10.96 325.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142233	10/15	ENTRANCE SYSTEMS	521-09-50101-249-000	09/14 AR GATE REPAIR	312.83
			521-09-50101-249-000	09/14 AR GATE REPAIR	312.83
				..... CHECK TOTAL	625.66
142234	10/15	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	09/14 FD MEDICAL SUP	1,258.21
142235	10/15	WHOLESALE DIRECT INC	630-09-50101-393-000	09/14-CE PARTS/MATER	228.54
142236	10/15	BUSCHE, JUDY LLC	110-09-56501-259-565	10/14 SERVICES OF PR	30.00
142237	10/15	MILWAUKEE SPRING AND	630-09-50101-393-000	09/14-SE PARTS/LABOR	1,888.05
142238	10/15	MIDWEST GRAPHICS SERVICES	405-11-51403-219-000	KENNEDY PLAN COPIES	589.00
			405-11-51403-219-000	PENNOYER PLAN COPIES	581.00
				..... CHECK TOTAL	1,170.00
142239	10/15	IAFF/NATIONWIDE	110-00-21574-000-000	10/1-15/14 CONTRIBS	22,062.99
142240	10/15	NORTHWAY FENCING, INC.	405-11-51317-219-826	EST 1 THRU 10/3/14	25,672.53
142241	10/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	10/1-15/14 CONTRIBS	9,368.33
			110-00-21539-000-000	10/1-15/14 CONTRIBS	675.00
				..... CHECK TOTAL	10,043.33
142242	10/15	MAGILL CONSTRUCTION CO., INC.	414-11-51308-583-000	DRAW 3 STATION #4 AD	128,194.20
142243	10/15	TURNING POINT SYSTEMS GROUP	501-09-50101-311-000	KNOB CLAMP 3	33.76
142244	10/15	MEDICAL COLLEGE OF WI	110-02-52203-216-000	131 RESPIRATORY EVL	2,620.00
142245	10/15	LGIP-INVESTMENTS CITY	110-00-11301-000-000	GEN TRANSPORT AIDS	667,447.07
			110-00-11301-000-000	DOT TRN OPERATING	406,881.00
			110-00-11301-000-000	CONNECT HWYS AIDS	73,861.95
				..... CHECK TOTAL	1,148,190.02
142246	10/15	GUITTEREZ, ANGELICA	110-00-21905-000-000	BEACH HOUSE-9/28/14	100.00
142247	10/15	LOPEZ, ANGELICA	110-00-21905-000-000	BEACH HOUSE-9/28/14	200.00
142248	10/15	MARTINELLI, KENDRA	110-00-21905-000-000	BEACH HOUSE-9/27/14	300.00

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
142249	10/15	CIOTTI, JOHN	110-00-44109-000-000	STREET CLOSE PERMITS	135.00
142250	10/15	KOZAK, REBECCA	110-00-21905-000-000	CANCEL 10/3 RENTAL	150.00
			110-00-46585-000-000	CANCEL 10/3 RENTAL	140.00
			110-00-46521-000-000	CANCEL 10/3 RENTAL	140.00
			110-00-46501-000-000	CANCEL 10/3 RENTAL	100.00
			110-00-46528-000-000	CANCEL 10/3 RENTAL	40.00
				..... CHECK TOTAL	570.00
142251	10/15	TRUST ACCT OF VANDERHEYDEN	110-09-56404-719-000	MOHR VEH DMG 2/19/04	2,450.25
142252	10/15	POLTROCK, JAMES T.	709-09-50101-262-000	11/16/14 LAS VEGAS	454.20
			709-09-50101-264-000	11/16/14 LAS VEGAS	425.00
			709-09-50101-263-000	11/16/14 LAS VEGAS	227.36
			206-02-52205-382-000	AIR PURIFIERS/SUPPL	81.00
				..... CHECK TOTAL	1,187.56
142253	10/15	KRYSTOWIAK, PETER	110-01-50901-261-000	7-9/14 271 MILES	151.76
142254	10/15	WILKE, BRIAN	110-01-51601-261-000	09/14 42 MILES	23.52
142255	10/15	ZELLER, JOSHUA	110-02-52107-263-000	9/15-26/14 FT MCCOY	118.00
142256	10/15	GONZALES, ALBERT	110-02-52107-263-000	9/29-10/3 MILWAUKEE	40.00
142257	10/15	KOCHMAN, KRIS	222-09-50101-259-000	FALLFEST EXPENSES	56.00
142258	10/15	ISHMAEL, DAVID	520-09-50301-261-000	MENASHA 9/11/14	150.08
142259	10/15	SINGH, MOHIT	110-02-52103-263-000	9/29/14 WINNEBAGO	12.00
142260	10/15	KOSS, BRIAN	110-02-52107-263-000	9/24-25 OCONOMOWOC	22.00
GRAND TOTAL FOR PERIOD *****					5,880,272.62



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

October 30, 2014

To: Daniel Prozanski, Chairman
Finance Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: *Request to Rescind Snow Removal Special Assessment in the Amount of \$118.60
for 6618 43rd Avenue (Parcel #02-122-02-182-015)
Owner: Elvire Sandine (District 15)*

BACKGROUND/ANALYSIS

Section 5.11 of the General Code of Ordinances provides that the owner, occupant or party in charge of the property abutting or fronting a sidewalk shall remove and clear away or cause to remove or clear away all snow and ice within 24 hours of the day following a snowfall. Failure to do so requires the Public Works Director or designees to have the sidewalks brought into compliance by having the snow and ice cleared at the expense of the abutting/fronting property owner. As shown in the documents provided as attachments to the Finance Committee agenda at their meeting of October 20, 2014, Engineering Division staff followed prescribed procedures, issued the proper notices, and turned over the complaint to the City's contractor, who cleared the sidewalk in accordance with the provisions of the contract. In accordance with provisions of the ordinance, the cost of removing the snow shall become a special charge and lien against the abutting/fronting property.

RECOMMENDATION

Since all provisions and requirements of the ordinance and departmental procedures were properly followed, and since the petitioner was in fact the owner of the property at the time of the snow clearing operation, staff hereby recommends denial of the request to rescind charges.

MML

City of Kenosha
 Special Assessment Claim
 City Clerk-Treasurer
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 262-653-4020
 cityclerk@kenosha.org



Date 10/8/14
 Claimant's Name Elvira Sandrine
 Claimant's Phone Number 262-551-0178
 Claimant's Address (Addr/City/State/Zip) 6618 43RD AVE KENOSHA WI 53142
 Property Address 6618 43RD AVE KENOSHA WI 53142
 Property Parcel Number 02-122-02-182-015

Type of Special Assessment (check appropriate box)

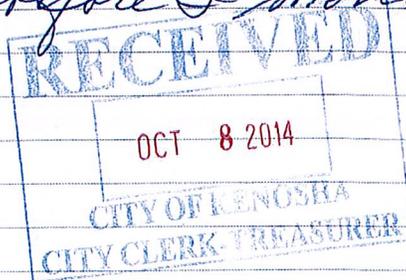
<input type="checkbox"/>	Trash and Debris Removal
<input type="checkbox"/>	Reinspection Fee(s)
<input type="checkbox"/>	Sidewalk
<input checked="" type="checkbox"/>	Snow Removal
<input type="checkbox"/>	Other _____

*Snow
 cleared*

Date(s) of special assessment(s)	<u>?</u>
How were you made aware of these charges?	<u>mailed special assessment 2/25/14</u>
Have you contacted any City Department?, if so, who did you speak with?	<u>no</u>

Provide an explanation as to why the special assessment should be ~~reviewed~~ rescinded:

I purchased this property 2/2/13¹⁴ but did not move in until ~~3/28/13~~ 3/28/13¹⁴. Past owner did not clean sidewalks. I cleaned sidewalks after I moved in. 3/28/13¹⁴. I was not aware of cleaning before I moved in.



Claimant's Signature Elvira Sandrine

**CITY OF KENOSHA
OFFICE OF THE CITY TREASURER
625 – 52ND STREET – ROOM 105
KENOSHA, WI 53140
SPECIAL ASSESSMENT or SPECIAL CHARGE BILL**

ELVIRA SANDINE TRUST
6618 43RD AVE
KENOSHA, WI 53142

BILLING DATE: 07/01/14

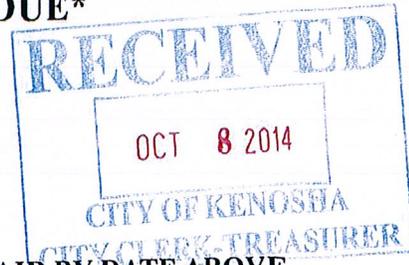
PARCEL NO. 02-122-02-182-015

FOR RESOLUTION: 055-14
INST. OF .000 FT. OF SNOW REMOVAL
PROPERTY 06618 043 AV

DUE BY JULY 31, 2014
WITHOUT INTEREST

LOT 34 FOREST PARK HEIGHTS SUB
PT OF NE 1/4 SEC 2 T 1 R 22
V 1257 P 183
DOC#1675554
DOC#1720864

118.60
AMOUNT DUE*



***AMOUNT DUE IF PAID BY DATE ABOVE**

TAX BILL YEAR	AMOUNT	
2014	123.05	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	123.05	

7.5%.

Interest Included if not paid by November 30th of this year.

If this bill is not paid in full by November 30th of this year, this assessment or charge will automatically be placed on your real estate tax bill for the year and amount(s) shown above. Interest is included at 7.5%.

If paid by check, receipt is contingent on check being paid by bank on which it is drawn. Partial payments of this bill are not allowed.

If you have questions regarding this bill, please contact the Department of Public Works at 262-653-4050.

SC011A

14 OCT 14 12:54 PKRISB

Date:10/14/14

PUBLIC WORKS SNOW COMPLAINTS

Complainant

Name:CITIZEN

Addr:00625 052 ST

Property Addr:06618 043 AV 3 Parcel:02-122-02-182-015 Status:C

CMNT:SIDEWALK NOT CLEARED.

Taken by:PDIANEH Date:02/19/14 Time:15:08

Inspection: No Action XTagged Ordered Cleared Ordered Cleared/Cited

Inspected by:BK Date:02/24/14 Time:11:24

CMNT:SIDEWALK IS NOT CLEARED ON THIS CORNER LOT. TAGGED AND TOOK PICTURES.

Follow-up: No Action Tagged XOrdered Cleared Ordered Cleared/Cited

Follow-up by:BK Date:02/25/14 Time:11:30

CMNT:SIDEWALK IS NOT CLEARED SO ORDERED CLEARED.

Esc/Exit F1/Prev F2/Next F3/Add F4/Update F7/Print F10/Delete Enter/Cont[]

JOB NUMBER 14149

DATE ORDERED 2-25-2014

ADDRESS 6618 43rd Ave

DATE SNOW REMOVED 2-25-2014

LINEAR FOOT 54

JOB COST 48⁰⁰

JOB FOREMAN JM



November 3, 2014 Pg. 249

City of Kenosha, WI Compensation & Classification Study Mid-Project Update

Carlson Dettmann Consulting, LLC

Patrick W. Glynn, Consultant

Katie McCloskey, Consultant

November 3, 2014

A Sound Compensation Program

- 1. Aligns with strategic objectives**
- 2. Creates internal equity**
- 3. Competitive**
- 4. Considers total compensation design**
- 5. Supports performance management**
- 6. Affordable**
- 7. Legal**
- 8. Understandable**
- 9. Efficient**
- 10. Audited regularly**

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Matters for Discussion

- **Policy issues**
 - **Q1: Market Comparisons/Matches (Done)**
 - **Q2: Market Position**
 - **Q3: Pay Structure and Administration**
- **Performance Management / Employee Development**
- **Impact of Benefits on Compensation**
- **Next Steps**

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Age Profile

Grouping	Number	Percent of Whole	Cumulative Percent
Age 60 or Older	38	12.8%	12.8%
Age 55 to Age 60	68	22.9%	35.7%
Age 50 to Age 55	59	19.9%	55.6%
Age 45 to Age 50	42	14.1%	69.7%
Age 40 to Age 45	28	9.4%	79.1%
Age 40 or Less	62	20.9%	100.0%
Total	297	100%	

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Experience Profile

Grouping	Number	Percent of Whole	Cumulative Percent
Greater than 30 Years of Service	19	6.4%	6.4%
25 Years to 30 Years	23	7.7%	14.1%
20 Years to 25 Years	39	13.1%	27.3%
15 Years to 20 Years	41	13.8%	41.1%
10 Years to 15 Years	48	16.2%	57.2%
5 Years to 10 Years	49	16.5%	73.7%
Less than 5 Years of Service	78	26.3%	100.0%
Total	297	100%	

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3 Basic Choices

- **Steps across range**
 - **Most old non-rep plans used this method**
 - * May have required performance evaluation
 - **Union jobs all over the map**
 - * Typically just seniority driven
- **Open ranges with performance-based pay**
 - **Old State of Wisconsin system**
 - **Common in private sector**
- **Hybrid**
 - **Steps requiring evaluation at least meeting expectations**
 - **Steps to "control point", then open for raises or bonuses**

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20

Performance Pay: What Are Options?

- **Why not variable pay for performance now?**
- **Interest is intense in making at least some compensation performance driven**
- **Public employers across Wisconsin are moving to more performance management, BUT ...**
- **Quick movement to variable pay for performance is relatively rare**

Pay-for-Performance Requirements

- **Centralized decision-making, or authority granted to central decision maker**
 - Consistent administrative support
 - Department head accountability
- **Accurate performance measurement**
 - Forms need to be developed
 - Skilled, trained managers and supervisors
 - Auditing and re-training
- **Strong, consistent political support from the Council/Board**
 - Can't be a fad
 - Adequate funding

Initial Impressions / Observations

- **The City's pay is generally competitive with the market—in the aggregate—for the benchmarks.**
 - There will be fluctuations for individual positions.
 - The Water Utility tends to consistently lag the market.
- **The recommendation will be to adopt a step-based plan.**
 - This can be a short-term alternative if there is a commitment and desire to move to a performance-based system.
- **We believe that City has set aside sufficient funds to adequately fund the implementation of our anticipated recommendations.**
 - Our work with the City will focus on staying within the parameters.
- **Given the City's age profile, it is likely that significant turnover will occur in the next 5 to 10 years.**

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Next Steps

- **Initial Impressions of Council/Board**
- **Fine-Tune Ratings/Matches**
- **Ranked-Order List to Management**
 - Feedback to be Received
- **DRAFT Wage Schedule**
- **Findings/Recommendations**
- **Adoption**
 - Appeals?
- **Employee Development Process**
 - a.k.a. Performance Management

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